

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

TUESDAY

August 19, 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.

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

Santa Rosa CityBus: Rt. 14

Golden Gate Transit: Rt. 80

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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 35)

PRESENTATIONS/GOLD RESOLUTIONS

(Items 1 through 4)

PRESENTATIONS AT THE BOARD MEETING

1. Adopt a Gold Resolution designating September 2014 as School Attendance Awareness Month. (Third District)
2. Adopt a Gold Resolution thanking Pacific Gas and Electric for their grant support to launch a Countywide Curbside Chipper Program. (Fire and Emergency Services)
3. Adopt a Gold Resolution recognizing County employee participation in the United Way Day of Caring event on September 10, 2014 in partnership with the United Way of the Wine Country and the City of Santa Rosa. (Human Resources)

PRESENTATIONS AT A DIFFERENT DATE

4. Adopt a Gold Resolution designating September 2014 as childhood cancer awareness month. (Third District)

AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT

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

5. Authorize the General Manager of the Sonoma County Agricultural Preservation and Open Space District (District) to execute a professional services agreement with Center for Natural Lands Management (C.N.L.M.) for \$124,642 to perform a review, to provide a recommendation for the amount of the District's Stewardship Reserve, and to prepare a system to be used to monitor the reserve requirement in future years.

CONSENT CALENDAR (Continued)

SONOMA COUNTY WATER AGENCY

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

6. Adopt a Resolution determining that adoption of the 2014 North Coast Integrated Regional Water Management Plan (2014 Plan) will not have a significant adverse effect on the environment; adopting the 2014 Plan; and authorizing the Water Agency General Manager to file a Notice of Exemption from the California Environmental Quality Act. (Third, Fourth, and Fifth Districts)

SONOMA COUNTY WATER AGENCY

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

AND

SONOMA VALLEY COUNTY SANITATION DISTRICT

(Directors: Gorin, Rabbitt, Rouse)

7. North Bay Water Reuse Authority Professional Service Agreements -
- (A) Authorize Water Agency's General Manager to execute an agreement with Brown & Caldwell to provide engineering, environmental, and public outreach services for North Bay Water Reuse Authority for the amount of \$3,022,379 (Water Agency share: \$314,558; District share: \$164,780); agreement terminates on June 30, 2017.
 - (B) Authorize Water Agency's General Manager to execute an agreement with Charles V. Weir dba Weir Technical Services to provide program management services for North Bay Water Reuse Authority for the amount of \$221,500 (Water Agency share: \$27,688; District share: \$27,688); agreement terminates on June 30, 2017.
 - (C) Authorize Water Agency's General Manager to execute an agreement with Virginia Bryant dba Bryant & Associates to provide program development, federal advocacy, and state advocacy services for North Bay Water Reuse Authority for the amount of \$942,600 (Water Agency share: \$81,866; District share: \$118,582); agreement terminates on June 30, 2017.
 - (D) Authorize expenditure of Sonoma Valley County Sanitation District funds for District's portion of costs for the above professional service agreements with Authority-selected consultants. (First and Second Districts)

CONSENT CALENDAR (Continued)**SONOMA COUNTY WATER AGENCY**

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

AND**TRANSPORTATION AND PUBLIC WORKS**

8. Sonoma-Mendocino Immediate Drought Relief Project –
- (A) Approve Sonoma-Mendocino Immediate Drought Relief Project and authorize the Water Agency's General Manager or his designee to execute agreements with the participating agencies and participating plumbers and take all operating and staffing actions as described in the report necessary to implement the Project.
- (B) Authorize the Water Agency's General Manager or his designee to execute the 2014 Drought Program Sub-Grantee Agreement with Humboldt County for the receipt of funds in the amount of \$1,050,000 for the Sonoma-Mendocino Immediate Drought Relief Project, prepare the necessary data, conduct investigations, execute and submit all documents which may be necessary under the grant program, and to execute and submit further agreements and amendments necessary under the grant program, provided they have no cost to the Water Agency and do not substantially change the Project.
- (C) Approve the County's participation in the Sonoma-Mendocino Immediate Drought Relief Project on behalf of County-operated water districts and authorize the Director of Transportation and Public Works to execute agreements necessary to participate in the Project.
- (D) Approve the addition of a full-time staff position to develop, manage, and implement efforts related to the Sonoma-Mendocino Immediate Drought Relief Project, as well as ongoing water efficiency and sustainability efforts and campaigns, with the final job classification and allocation added during the next consolidated budget adjustment.

AUDITOR-CONTROLLER TREASURER-TAX COLLECTOR

9. Adopt a Resolution authorizing the \$6.4 million annual financing used to advance delinquent taxes to taxing jurisdictions in fiscal year 2013-14 and the renewal of prior delinquent tax anticipation notes as authorized by the Alternative Method of Property Tax Allocation (Teeter).
10. Review and approve the quarterly Treasury Financial Report April 1 through June 30, 2014.
11. Adopt a Resolution authorizing the Auditor-Controller Treasurer-Tax Collector to establish a temporary fund transfer for Gold Ridge Resource Conservation District in an amount up to \$750,000. (Fourth and Fifth Districts)
12. Review and accept the Limited Review Report of the Sonoma County Agricultural Preservation and Open Space District's Reporting Process dated April 7, 2014.

BOARD OF SUPERVISORS

13. Approve Advertising Program grant awards and authorize the County Administrator to execute a contract with the following entities for advertising and promotions activities for Fiscal Year 2014-15: Kiwanis Club of Cloverdale Foundation for the Fourth Annual Cloverdale Harvest Marathon, \$500; Healdsburg Center for the Arts for the Healdsburg Arts Festival, \$1,000; Cloverdale Performing Arts Center, Inc., \$5,500; Sonoma Valley Vintners & Growers Foundation, \$2,000. (Fourth District)

CONSENT CALENDAR (Continued)

COUNTY ADMINISTRATOR
AND
AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT
(Directors: Gorin, Rabbitt, Zane, McGuire, Carrillo)
AND
SONOMA COUNTY WATER AGENCY
(Directors: Gorin, Rabbitt, Zane, McGuire, Carrillo)

14. Adopt a Concurrent Resolution establishing Fiscal Year 2014-15 appropriation limits for County and Board of Supervisors-Governed Special Districts, County Service Areas, other Board of Supervisors-Governed Agencies, Agricultural Preservation and Open Space District, and Sonoma County Water Agency.

COUNTY ADMINISTRATOR

15. Adopt a Resolution authorizing a \$50 per meeting stipend and travel and expense reimbursement to Community and Local Law Enforcement Task Force Members and applying the Sonoma County Administrative Policy 3-2: Policy for Travel and Meal Reimbursements to the Community and Local Law Enforcement Task Force, as needed.

COUNTY ADMINISTRATOR/ HUMAN SERVICES

16. Legislative Platform Amendment and Temporary Shelter for Unaccompanied Immigrant Minors-
- (A) Amend the 2014 legislative program to support action to address the growing number of unaccompanied children crossing the border consistent with the National Association of Counties position, and send a letter of support for California AB 2042, which encourages the Federal Government to issue unaccompanied immigrant children coming to the United States special immigrant status wherever possible.
 - (B) Authorize Human Services staff to explore a temporary shelter program that would help with the current humanitarian crisis of unaccompanied immigrant minors.

COUNTY ADMINISTRATOR /
AUDITOR-CONTROLLER-TREASURER TAX COLLECTOR/
INFORMATION SYSTEMS DEPARTMENT/ GENERAL SERVICES

17. Enterprise Financial System (EFS) Project Professional Training Services Amendment-
- (A) Authorize the Auditor-Controller-Treasurer-Tax Collector to execute Fourth Amendment with Maverick Solutions, LLC for additional professional training services related to the Enterprise Financial System (EFS) Implementation in the amount of \$102,858 for 7 additional training sessions for Core Project Team members.
 - (B) Delegate authority to the Auditor-Controller-Treasurer-Tax Collector to approve any amendments to the contract with Maverick Solutions, LLC for additional training up to \$25,000.

CONSENT CALENDAR (Continued)

COUNTY ADMINISTRATOR

AND

COMMUNITY DEVELOPMENT COMMISSION

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

AND

SONOMA COUNTY WATER AGENCY

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

AND

SONOMA VALLEY COUNTY SANITATION DISTRICT

(Directors: Gorin, Rabbitt, Rouse)

18. Fiscal Reports -
(A) Accept the Fiscal Year 2013-14 Year End Report.
(B) Adopt a Concurrent Resolution Ratifying the Fiscal Year 2013-14 Close of Books Budgetary Adjustments (4/5 vote).
(C) Adopt Sonoma Valley County Sanitation District Resolution Ratifying Fiscal Year 2013-14 Close of Books Budgetary Adjustments (2/3 vote).

ECONOMIC DEVELOPMENT BOARD

19. Approve a Joint Powers Agreement with the County of Mendocino for the Sonoma Mendocino Economic Development District formation of the Sonoma Mendocino Economic Development District.
20. Authorize the Director of the Economic Development Board to execute a professional services agreement with MIG for meeting facilitation services for the NEXt Economy Project in an amount not to exceed \$35,000, through December 31, 2014.

FIRE AND EMERGENCY SERVICES

21. Adopt a 30-day extension of the Resolution proclaiming a drought emergency in Sonoma County.
22. Authorize the Director of Fire and Emergency Services to sign an agreement with Pacific Gas and Electric to receive \$100,000 in grant funds to implement the Curbside Chipper Program.

CONSENT CALENDAR (Continued)**GENERAL SERVICES/ HUMAN SERVICES**

23. Lease expansion for Human Services Department / CalFresh and Medi-Cal Eligibility staff –
- (A) Authorize the Clerk to publish a notice, declaring the Board’s intention to execute a lease amendment with Parkway Properties, 14, LLC, for the Human Services Department / CalFresh and Medi-Cal programs, for approximately 3,457 square feet, in the building located at 520 Mendocino Avenue, Santa Rosa, for an additional \$5,768 per month, or \$69,220 per year, for a term concurrent with the existing lease, to expire on October 31, 2020, with options to extend the term through October 31, 2029.
- (B) Authorize the General Services Director to execute a letter-agreement with Parkway Properties 14, LLC, whereby the Landlord of said building will prepare architectural construction drawings and apply for building permits in advance of the execution of the proposed lease amendment, and County agrees to reimburse such costs, not-to-exceed \$15,000, if the proposed lease amendment is not executed by September 9, 2014.

HUMAN SERVICES

24. Authorize the Director of the Human Services Department to execute an agreement with Community & Family Services Agency (CFSA) to provide senior services funded by the Area Agency on Aging funding totaling \$37,893, for the period of July 1, 2014 to June 30, 2015, and authorize amendments to the agreement that does not increase the amount of payment more than \$25,000 from the original agreement amount.
25. Authorize the Director of Human Services to execute an agreement with Community TechKnowledge, Inc. to implement customized, cloud-based software; user and administrator training and technical support; and, ongoing maintenance for the Upstream Investments Shared Outcomes Database beginning September 1, 2014 and ending June 30, 2016, for a total not-to-exceed amount of \$85,940 for the 22-month contract period.
26. Contract for Child Care Services for Child Welfare Clients - Adopt a resolution authorizing the Director of the Human Services Department to execute an agreement with the California Department of Education for Human Services to receive up to \$157,803 for the local administration of subsidized child care services for the period of July 1, 2014 through June 30, 2015 as well as execute future amendments that increase revenue but do not significantly alter program requirements.
27. Workforce Investment Board and Youth Council Appointments and Bylaw Amendments –
- (A) Reappoint Peter Harsch, Steve Herron, Kathleen Kane, Scott Kincaid, David Ohman, Bill Robotka, and George Steffensen to the Workforce Investment Board for a two year term ending August 19, 2016.
- (B) Appoint Ram Sudish Goli to the Youth Council for a one year initial term ending August 19, 2015.
- (C) Reappoint Steve Freitas to the Youth Council for a two year term ending August 19, 2016.
- (D) Approve amendments to the Workforce Investment Board Bylaws.

CONSENT CALENDAR (Continued)

REGIONAL PARKS

28. Concessions at Tom Schopflin Fields -
(A) Authorize the Director of Regional Parks to execute a Revocable License Agreement with Santa Rosa United Youth Soccer Club to operate concessions at Tom Schopflin Fields for the period of August 1, 2014 through July 31, 2019.
(B) Authorize the Director of Regional Parks to approve a five-year extension at the expiration of the initial term, upon satisfactory performance by the Licensee.
29. Award the bid for the construction of the Coastal Prairie Trail Phase 1C to Siri Grading & Paving, Inc. and authorize the Chair of the Board to execute the construction agreement in the amount of \$361,125. (Fifth District)

SHERIFF'S OFFICE

30. Authorize an agreement for supplemental law enforcement services with Speedway Sonoma for the 2014 Indy Racing League (IRL) races from August 22, 2014 through August 24, 2014 for revenue of \$50,379. (Second District)

TRANSPORTATION AND PUBLIC WORKS

31. Refuse Enterprise – Short-Term Operation of Central Landfill Disposal Site and County Transfer Stations.
(A) Approve and authorize the Chair to sign the Agreement for Operation of the County Transfer Stations with The Ratto Group of Companies, Inc., to allow for the term of the agreement to continue on a month-to-month basis until the Master Operations Agreement is effectuated and adding additional tasks to the scope of work.
(B) Approve and authorize the Chair to sign the Third Amendment to the Agreement for Resumption of Disposal Operations at the Central Landfill and Landfill Re-Permitting services, with Keller Canyon Landfill, Inc., to allow for the term of the agreement to continue on a month-to-month basis until the Master Operations Agreement is effectuated and adding additional tasks to the scope of work.
(C) Authorize the Director to execute the Agreement between the County of Sonoma and the Sonoma County Waste Management Agency (SCWMA) for Transportation of Organics Material as long as the final agreement does not deviate substantively from the form of agreement attached.
32. Approve the plans and specifications for the 2014 Pavement Preservation Program Bonded Wearing Course Project M14028, and award the contract to low bidder, Telfer Highway Technologies, in the amount of \$ 4,249,000.00 and authorize the Chair to execute construction contract M14028.

CONSENT CALENDAR (Continued)

MISCELLANEOUS

33. Approve the Minutes –
(A) Minutes of the Meeting of July 22, 2014 for the following: Agricultural Preservation and Open Space District, Community Development Commission, Northern Sonoma County Air Pollution Control District, Occidental County Sanitation District, Russian River County Sanitation District, South Park County Sanitation District, Sonoma County Water Agency, and Board of Supervisors; and
(B) Minutes of the Meeting of July 22, 2014 of the Sonoma Valley County Sanitation District.

APPOINTMENTS/REAPPOINTMENTS

(Items 34 through 35)

34. Approve the Appointment of Doug Lipton to the Agriculture Preservation and Open Space District Advisory Board for a two year term effective September 1, 2014 through September 1, 2016. (Fourth District)
35. Appoint Linda Garcia to the Library Commission as the joint County of Sonoma and City of Santa Rosa representative for a four year term ending August 1, 2018.

IV. REGULAR CALENDAR

(Items 36 through 41)

COUNTY ADMINISTRATOR

36. Accept the report, and receive a presentation of the Agricultural Preservation and Open Space District management review.

COMMUNITY DEVELOPMENT COMMISSION

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

37. Accept the Continuum of Care 10-Year Homeless Action Plan: 2014 Plan Update.

**COUNTY ADMINISTRATOR/HEALTH SERVICES/HUMAN SERVICES/
REGIONAL PARKS/ SHERIFF/ PROBATION/**

AND

COMMUNITY DEVELOPMENT COMMISSION

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

AND

SONOMA COUNTY WATER AGENCY

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

38. Homeless Outreach Team Pilot Project –
(A) Approve a Homeless Outreach Team Pilot Project for one year, for the purpose of engaging and serving the unsheltered homeless living near the County’s waterways and trails.
(B) Approve the use one-time use of \$250,000 in Reinvestment and Revitalization funding to complete the necessary \$925,000 Homeless Outreach Team Pilot Project cost.
39. Approve the Scattered Site Safe Parking Program, and authorize the Executive Director of the Community Development Commission to execute an agreement with Catholic Charities of the Diocese of Santa Rosa for an amount not to exceed \$150,000 for the period of July 1, 2014 to June 30, 2015.
40. Homeless Assistance Funding and Policies –
(A) Approve the one-time use of \$250,000 in Reinvestment and Revitalization funds to augment local funding for emergency shelter, transitional housing, rapid re-housing, and homelessness prevention.
(B) Adopt a Resolution approving the Low- and Moderate-income Housing Asset Loan Fund policies to govern the use of income from the housing assets of the former County of Sonoma, City of Sonoma, and City of Sebastopol Redevelopment Agencies, in compliance with California Redevelopment Law, and making a finding that use of the funds for homeless assistance is of benefit to all redevelopment project areas, making \$250,000 available as an ongoing homeless-related source of funding.
(C) Approve, as the Board of Supervisors and Board of Commissioners, revisions to the County Fund for Housing Policies.

BOARD OF SUPERVISORS

41. Approve a Fee Waiver of \$4,763 for Community and Family Service Agency’s bi-monthly free community meals program and the annual community Thanksgiving free meal served at the Guerneville Veteran’s Building during Fiscal Year 2014-15. (Fifth District)

V. CLOSED SESSION CALENDAR

(Items 42 through 45)

42. The Board of Supervisors will consider the following in closed session: Anticipated Litigation – Renewed Efforts of Neighbors Against Landfill Expansion (“RENALE”) letter dated June 17, 2014 - Concerning Notice of Violations and Intent to File Suit Under the Federal Water Pollution Control Act for activities at the composting facility at the Central Disposal Site. (Govt. Code Section 54956.9(d)(2)).
43. The Board of Supervisors will consider the following in closed session: Potential initiation of litigation - Name of Case: Federated Indians of Graton Rancheria (Govt. Code Section 54956.9(d)(4)).
44. The Board of Directors of the Sonoma County Agricultural Preservation and Open Space District will consider the following in closed session: Conference with Real Property Negotiator – Property: North Sonoma Mountain (APNs: 049-030-097, 136-190-012, 136-190-014, 055-130-009, 136-191-003, 136-191-008, 136-190-015, and 136-190-016); District Negotiator: Bill Keene, General Manager of the Sonoma County Agricultural Preservation and Open Space District; County Negotiator: Caryl Hart, Director of Regional Parks; Negotiating Parties: Transferor: Sonoma County Agricultural Preservation and Open Space District; Transferee: County of Sonoma, Regional Parks; Under Negotiation: Price and terms of payment for property transfer (Govt. Code Section 54956.8).
45. The Board of Supervisors will consider the following in closed session: Conference with Real Property Negotiator - Moorland Avenue Park, Santa Rosa, CA. (Gov't Code Section 54956.8)

REGULAR AFTERNOON CALENDAR

(Items 46 through 52)

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

46. Report on Closed Session.
47. **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.)
48. Permit and Resource Management Department: Review and possible action on the following:
- a) Acts and Determinations of Planning Commission/Board of Zoning Adjustments
 - b) Acts and Determinations of Design Review Committee
 - c) Acts and Determinations of Project Review and Advisory Committee
 - d) Administrative Determinations of the Director of Permit and Resource Management

COUNTY ADMINISTRATOR

49. Receive a presentation from Mike McGowan, Special Projects Director, California Department of Motor Vehicles, on the implementation of Assembly Bill 60, which provides for California Drivers Licenses regardless of resident status.

PERMIT & RESOURCE MANAGEMENT DEPARTMENT

50. **2:10 P.M. –**
- a) APPLICANT: Charles Litchfield, for Bayside Bodega, LLC, owners
 - b) APPELLANT: Al and Joe Bordessa
 - c) LOCATION: 16702 Highway 1, Bodega
 - d) ASSESSOR'S PARCEL NUMBER: 103-020-006
 - e) ENVIRONMENTAL DOCUMENT: Categorical Exemption
 - f) REQUEST: Adopt a Resolution to deny the appeal of the Board of Zoning Adjustment's decision to approve the request for a Use Permit for a Large residential community care facility, PRMD File UPE12-0045 (Fifth District)

AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT

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

AND

REGIONAL PARKS

51. Approve Resolutions of the Board of Directors of the Sonoma County Agricultural Preservation and Open Space District (District) and the Board of Supervisors of Sonoma County taking the necessary actions to execute the transfer of the North Sonoma Mountain Property from the District to the County subject to a conservation easement and recreation covenant.

REGULAR AFTERNOON CALENDAR (Continued)

52. **ADJOURNMENTS**

NOTE: The next regular meeting will be held on September 9, 2014.

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

1. September 9th (PM) - Board of Zoning Adjustments' approval -Belden Barns Winery.
2. September 16th (PM) - Jenner Water District Prop 218.
3. 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 19, 2014

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor Shirlee Zane
(707) 565-2241

Supervisorial District(s):

Third District

Title: Gold Resolution

Recommended Actions:

Gold Resolution Designating September 2014 As School Attendance Awareness Month.

Executive Summary:

Prior Board Actions:

Strategic Plan Alignment Goal 3: Invest in the Future

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):

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Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

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Attachments:

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

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County of Sonoma

State of California

Date: August 19, 2014

Item Number: _____

Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Designating September As School Attendance Awareness Month

Whereas, good attendance is essential to student achievement, and we support the schools' dedication to reducing chronic absenteeism rates; and

Whereas, chronic absence – missing ten percent or more of a school year for any reason, excused or unexcused, is a proven predictor of academic trouble and dropout rates; and

Whereas, improving attendance and reducing chronic absence takes commitment, collaboration and tailored approaches to particular challenges and strengths in each community; and

Whereas, chronic absence predicts lower third-grade reading proficiency, course failure and eventual dropout, it weakens our communities and our local economy; and

Whereas, chronic absenteeism also undermines efforts to improve struggling schools, since it's hard to measure improvement in classroom instruction if students are not in class to benefit from learning; and

Whereas, schools and community partners can reach out more frequently to absent students to determine why they are missing school and what would help them attend more regularly; and

Whereas, all students are affected by chronic absenteeism when teachers must spend additional time reviewing for those who missed instruction,

Whereas, chronic absence can be significantly reduced when schools, parents and communities work together to monitor and promote good attendance and address hurdles that keep children from getting to school.

Now, Therefore, Be It Resolved that the Sonoma County Board of Supervisors hereby recognizes September as "Attendance Awareness Month." We hereby commit to

Resolution #

Date:

Page 2

focusing on reducing chronic absenteeism to give all children an equitable opportunity to learn, grow and thrive academically, emotional and socially.

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors, County of Sonoma

Board Agenda Date: August 19, 2014

Vote Requirement: Majority

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

Staff Name and Phone Number:

Al Terrell / 565-1152

Supervisorial District(s):

All Districts

Title: PG&E Grant for Curbside Chipper Program Gold Resolution

Recommended Actions:

Adopt a Gold Resolution thanking Pacific Gas And Electric for their grant support to launch a County-wide Curbside Chipper Program in the County of Sonoma.

Executive Summary:

This item requests the adoption of a Gold Resolution (A1) thanking Pacific Gas And Electric (PG&E) for their grant support to launch a County-wide Curbside Chipper Program in the County of Sonoma.

Background

On May 20, 2014, the Board directed Fire and Emergency Services (FES) staff to go forward with the implementation of a Pilot Curbside Chipper Program. The program started at the beginning of July in collaboration with Sonoma County Workforce Investment and utilizing youth workforce from the Sonoma County Youth Ecology Corps. The program targeted two prioritized communities, Fitch Mountain east of Healdsburg in the unincorporated fire area of Sotoyome, and residents in the Mayacamas Volunteer Fire District. FES ran the program through the end of August and was considered a successful, collaborative pilot program.

Proposed Program

With direction from the Board and the County Administrator's Office, FES is proposing a free, permanent, seasonal Curbside Chipper Program to residents *throughout* Sonoma County, who live in 'High' or 'Very High' Fire Hazard Severity Zones.

PG&E Grant Funding

The initial stage of the County-wide Program will be made possible with financial assistance from a \$100,000 2014 Fuel Reduction Project grant from PG&E. The grant funding will fund initial capital assets, as well as a portion of wages, and operating costs for the first three months.

The County wishes to acknowledge and thank PG&E for providing the seed funding to implement the permanent Program.

Prior Board Actions:			
05/20/2014: Board authorized Pilot Curbside Chipper Program implementation			
Strategic Plan Alignment Goal 1: Safe, Healthy, and Caring Community			
The recommended action supports the implementation of a program to help mitigate potentially hazardous fire conditions, for the health, safety, and protection of the County and its citizens.			
Fiscal Summary - FY 14-15			
Expenditures		Funding Source(s)	
Budgeted Amount	\$ -0-	County General Fund	\$ -0-
Add Appropriations Req'd.	\$	State/Federal	\$ -0-
	\$	PG&E Grant Award-Fees/Other	\$ -0-
	\$	Use of Fund Balance	\$ -0-
	\$	Contingencies	\$ -0-
	\$		\$
Total Expenditure	\$ -0-	Total Sources	\$ -0-
Narrative Explanation of Fiscal Impacts (If Required):			
Additional grant funding of \$100,000 and request for a required match of \$30,000 are included in a separate item authorizing the Director of Fire and Emergency Services to sign the grant with PG&E. This is unanticipated additional revenue for the FY2014-2015 budget. Budgetary adjustments will come forth in the first quarter Consolidated Budget Adjustments for Board Approval.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
None.			
Attachments:			
Resolution (A1)			
Related Items "On File" with the Clerk of the Board:			
None.			

FES PG&E Chipper Grant Gold Resolution_summ.docm



County of Sonoma

State of California

Date: August 19, 2014
Santa Rosa, CA 95403

Item Number: _____
Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Adopting A Gold Resolution Thanking Pacific Gas And Electric For Their Grant Support To Launch A County-wide Curbside Chipper Program In The County Of Sonoma. (All Districts)

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

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

Whereas, on August 2, 2014, the Governor of the State of California proclaimed a State of Emergency for Northern California Wildfires; and

Whereas, Sonoma County Fire and Emergency Services, County officials, and Fire Safe Sonoma are committed to mitigating potential fire hazards to reduce the risk of economic, life, and property loss due to wildfire.

Whereas, Sonoma County Fire and Emergency Services is proposing a free, seasonal Curbside Chipper Program to residents throughout Sonoma County, living in 'High' or 'Very High' Fire Hazard Severity Zones; and

Whereas, the initial stage of the County-wide Curbside Chipper Program will be made possible with financial assistance from a \$100,000 Fuel Reduction grant from Pacific Gas and Electric Company.

Now, Therefore, Be It Resolved that the Board of Supervisors of the County of Sonoma, State of California, hereby thanks Pacific Gas and Electric for its financial support of the County in its efforts to implement a sustainable County-wide Curbside Chipper Program that will assist residents of Sonoma County in their efforts to create defensible spaces and mitigate fire hazards.

Supervisors:

Gorin: Zane: McGuire: Carrillo: Rabbitt:

Ayes: Noes Absent: Abstain:

So Ordered.



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: August 19, 2014

Vote Requirement: Majority

Department or Agency Name(s): Human Resources

Staff Name and Phone Number:

Sylvia Lemus 565-1702

Supervisorial District(s):

All

Title: 2014 United Way Day of Caring

Recommended Actions:

Adopt a resolution recognizing County employee participation in the United Way Day of Caring event on Wednesday, September 10, 2014, in partnership with United Way of the Wine Country and the City of Santa Rosa.

Executive Summary:

The United Way Day of Caring (DOC) event is a day of service that is celebrated throughout the community. This county-wide event provides for employees from various public and private employers to perform jobs such as painting, yard cleanup, minor construction work, and gardening for non-profit organizations and/or their clients. This is the 16th year that County of Sonoma employees will be participating in the Day of Caring. Our goal is to recruit 400 employees, between the County of Sonoma and City of Santa Rosa.

The DOC Committee, led by Human Resources, has been organizing and planning this event together with representatives from the United Way of the Wine Country and the City of Santa Rosa. This year, the committee decided to focus on 25-30 projects that benefit the most vulnerable individuals in our community – the homeless and underserved. Through targeted outreach with our departments, we have identified numerous projects that would provide a benefit to the identified populations. Some of the organizations with projects being considered this year are:

- Wintertime Homeless Shelter, Guerneville
- InterFaith Shelter Networks, Santa Rosa
- Social Advocates for Youth – Tamayo Village, Sunflower Garden, Coffee House, and Stepping Stone
- Valley of the Moon Children's Home, Santa Rosa
- Redwood Empire Food Bank, Santa Rosa
- Landpaths/Rancho Mark West Park, Santa Rosa

- Community Family Service Agency, Sebastopol
- Bennett Valley Senior Center, Santa Rosa
- NAMI of Sonoma County, Petaluma
- Regional Parks, various locations
- Human Services – elderly clients throughout Sonoma County

The event will commence with a kick-off rally at 8:00 a.m. at the County Administration Building on Wednesday, September 10th. The rally will feature a short presentation by County and City of Santa Rosa officials. Participating employees will enjoy a light breakfast; visit participating organizations’ booths, including the Combined Fund Drive; meet their teams; pick-up their t-shirts and equipment; and then head to their assigned project site for a day of challenge and fun with other employees.

In addition to the day of service, County employees are encouraged to participate in the Day of Caring Drive. Starting in July, employees throughout the County and City of Santa Rosa set-up office collection spaces and encourage their co-workers to donate non-perishable food, clothing, and children’s books. On the day of the event, their donations are collected at the event site or picked up by our donation team. These donations benefit the Redwood Empire Food Bank, Goodwill of the Redwood Empire, and the Free Bookmobile of Sonoma County. BloodSource will also have a mobile unit onsite for blood and marrow donations. Last year, the donation drive resulted in the following:

- Food to feed 430 people for an entire month.
- Five palettes of clothing and related items.
- More than 5,000 children’s books.
- Nineteen units of blood and 5 marrow signups.

The Day of Caring Drive is a spectacular way for County employees and departments to further contribute to our local community.

The attached resolution recognizes and supports County employee participation and partnership with the United Way and City of Santa Rosa in the 2014 Day of Caring by completing projects throughout the community that benefit the most vulnerable of residents and participating in the donation drive.

Prior Board Actions:

The Board of Supervisors has authorized and supported the County’s participation in the Day of Caring each year since 1999.

Strategic Plan Alignment Goal 4: Civic Services and Engagement

The Day of Caring event promotes civic engagement through the combined efforts of the employee volunteers, county agencies, and United Way of the Wine Country with each project benefiting the most vulnerable and/or the community in general. It also encourages employees to participate in environmental stewardship opportunities and gives each employee the opportunity to contribute towards a caring community.

Fiscal Summary - FY 14-15

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 4,500	County General Fund	\$ 4,500
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 4,500	Total Sources	\$ 4,500

Narrative Explanation of Fiscal Impacts (If Required):

The funds for the event are incorporated into the budget each fiscal year. Funds are used to help with expenses including tools, supplies, equipment, signage, United Way sponsorship fees, meeting material and supplies. In addition to the budgeted amount, the County receives a \$2,000 contribution from the City of Santa Rosa.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

No staffing impact.

Attachments:

One resolution to recognize 2014 Day of Caring.

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

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County of Sonoma
State of California

Date: August 19, 2014

Item Number: _____

Resolution Number: _____



4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Recognizing County Employee Participation in the United Way Day of Caring on
Wednesday, September 10, 2014.**

Whereas, the Board of Supervisors recognizes County employees for their community service to the citizens of Sonoma County through the annual United Way Day of Caring event; and

Whereas, the County of Sonoma and United Way of the Wine Country have partnered for 16 years to mobilize employees for a day of service by assisting elderly clients and public and nonprofit agencies, with painting, gardening, landscaping, minor repairs, trail work, and debris removal, offering a productive and beneficial way for employees to engage with and contribute to the citizens of Sonoma County; and

Whereas, this year an emphasis has been placed on projects that focus on the impact of homelessness and poverty on our residents, resulting in more projects at homeless shelters, teen transitional centers, food banks, and community parks; and

Whereas, a concurrent Day of Caring donation drive further serves to engage County employees in helping meet the needs of individuals and families by collecting and donating food, clothes, and children's books; and

Now, Therefore, Be It Resolved that the Board of Supervisors recognizes and supports the Day of Caring activities and County employee participation in community service projects and a donation drive benefiting the community's most vulnerable residents.

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

Resolution #

Date:

Page 2



County of Sonoma
Agenda Item
Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: August 19, 2014

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor Shirlee Zane
(707) 565-2241

Supervisorial District(s):

Third District

Title: Gold Resolution

Recommended Actions:

Gold Resolution Designating September 2014 As Childhood Cancer Awareness Month.

Executive Summary:

Prior Board Actions:

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

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):

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Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

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Attachments:

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

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County of Sonoma

State of California

Date: August 19, 2014

Item Number: _____

Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Designating September As Childhood Cancer Awareness Month

Whereas, the American Cancer Fund for Children and Kids Cancer Connection report cancer is the leading cause of death by disease among U.S. children between infancy and age 15; and

Whereas, this tragic disease is detected in more than 15,000 of our country's young people each and every year; and

Whereas, one in five of our nation's children loses his or her battle with cancer; and

Whereas, many infants, children and teens will suffer from long-term effects of comprehensive treatment, including secondary cancers; and

Whereas, founded over twenty years ago by Steven Firestein, a member of the philanthropic Max Factor family, the American Cancer Fund for Children, Inc. and Kids Cancer Connection, Inc. are dedicated to helping these children and their families; and

Whereas, the American Cancer Fund for Children and Kids Cancer Connection provide a variety of vital patient psychosocial services to children undergoing cancer treatment at Lucile Packard Children's Hospital at Stanford in Palo Alto, UCSF Benioff Children's Hospital, as well as participating hospitals throughout the country, thereby enhancing the quality of life for these children and their families; and

Whereas, the American Cancer Fund for Children and Kids Cancer Connection also sponsor nationwide Courageous Kid recognition award ceremonies and hospital celebrations in honor of a child's determination and bravery to fight the battle against childhood cancer.

Now, Therefore, Be It Resolved that the Sonoma County Board of Supervisors hereby recognizes September as Childhood Cancer Awareness Month.

Resolution #

Date:

Page 2

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma Agenda Item Summary Report

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

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

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

Board Agenda Date: August 19, 2014

Vote Requirement: Majority

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

Staff Name and Phone Number:

Mary Dodge 565-7349
Sheri Emerson 565-7358

Supervisory District(s):

All

Title: Stewardship Reserve Review

Recommended Actions:

Authorize the General Manager of the Sonoma County Agricultural Preservation and Open Space District (District) to execute a professional services agreement with the Center for Natural Lands Management (C.N.L.M.) for \$124,642 with a term of 18 months, to perform a review; to provide a recommendation for the amount of the District's Stewardship Reserve; and to prepare a system to be used to monitor the reserve requirement in future years.

Executive Summary:

Background

The Sonoma County Agricultural Preservation and Open Space District's Stewardship Program ensures that the conservation values protected through District-funded acquisitions remain protected in perpetuity. Responsible stewardship of both conservation easement properties and properties the District owns in fee is essential to preserving the public's investment in perpetuity, long after the sunset of Measure F in 2031.

Easement Stewardship

The District's conservation and open space easement portfolio includes approximately 200 easements (consisting of approximately 300 separate easement/ownership units) and over 106,000 acres. Easement stewardship activities (including development of baselines, monitoring and reporting on each of the easement/ownership units, processing of permitted use requests, and enforcement actions in accordance with the Board adopted Stewardship Manual) are conducted to ensure permanent protection and, where appropriate, enhancement of conservation values of District-protected lands. The District is legally obligated to monitor and ensure compliance with our easements, as they reflect an investment of public funds. In addition, easement stewardship staff are committed to continued communication and cooperation with easement landowners.

Fee Lands Stewardship

The Stewardship Program is also responsible for protecting and enhancing conservation values of approximately 6,400 acres that the District holds in fee. The District's fee land stewardship activities protect and enhance the conservation values of properties the District holds in fee. Regular maintenance includes vegetation management, fire risk reduction, and infrastructure upkeep. For some properties, detailed resource management plans have been developed to assess existing resources, identify compatible uses of the land, and develop a set of recommended management actions. Nearly all fee properties are currently grazed or are in some other agricultural use. The District engages in various habitat restoration projects, including the enhancement of riparian habitat to benefit Coho salmon and other aquatic and terrestrial wildlife, as well as to protect and enhance water quality. The District has also increased recreational opportunities through creation of multi-use trails and related amenities, and funding of non-profit partnered outings and permit programs.

Need for a Stewardship Reserve

The District's current ¼ cent sales tax measure will sunset on March 31, 2031. It is anticipated that by 2031, the District's portfolio will be comprised primarily of easements and will include only minimal acreage held in fee-ownership.

To fund the work required to meet its easement and land stewardship responsibilities, the District must invest enough money in its Stewardship Reserve Fund to cover both annual operating costs as well as to serve as a legal defense fund. The Land Trust Alliance recommends that a land conservation organization plan carefully for these expenses, since the stewardship obligation is in fact perpetual, extending well beyond the current funding measure. The District wishes to contract with a firm to review and update the current Stewardship Reserve balance target. Ideally, this firm would have demonstrated expertise in best practices in easement stewardship, land management, as well as experience with estimation of costs associated with the perpetual responsibilities of a land trust organization. It is more efficient and cost effective to contract for this service, rather than utilize in-house staff.

The Stewardship Review is different from the District's Operation and Maintenance Reserve, as the latter was created to allow for expenditures of up to 10% of sales tax revenues over the life of Measure F towards initial public access, operation and maintenance activities. The Stewardship Reserve, as already mentioned above, is intended to cover the District's stewardship costs after Measure F ends.

Previous Calculation

In September 2002 the District executed a contract with Nichols • Berman, Environmental Planners (Vendor) to prepare a Stewardship Manual that would include, among other things, a recommended amount to hold in reserve for monitoring District conservation easements in perpetuity should the District's ¼ cent sales tax not be reauthorized by the sunset date of March 31, 2031. The recommended reserve amount was determined to be \$32,000,000. By the end of Fiscal Year 12-13 the reserve balance was \$9,734,560.

The recommended amount of the reserve (\$32,000,000) has not been formally examined since the initial recommendation was made. The Vendor did not provide sufficient data to recalculate the reserve requirement using current financial indicators. The District has determined that to accurately perform its long range stewardship planning, the calculation should be refreshed and designed so that it can be assessed on an ongoing basis based on current economic factors.

Current Proposal

On January 14, 2014, the District issued a request for proposal (R.F.P.). Outreach included four land conservation consulting firms that were identified as performing this specialized type of work, as well as posting of the RFP on the County’s website and the District’s website. Additionally, three land conservation organizations were requested to post the R.F.P. on their websites. Two potential vendors requested additional information; one proposal was received. C.N.L.M. submitted a proposal to develop the calculation and to provide the material so the calculation can be updated by District staff to capture future economic variations. The contract terms require payment on a time and materials basis not to exceed \$124,642.

The Stewardship subcommittee of the District’s Fiscal Oversight Commission (F.O.C.) and District staff met with representatives of C.N.L.M. on February 26, 2014 to discuss their approach and timeline for delivering the product. On May 1, 2014, the Stewardship subcommittee and District staff reported to the FOC regarding the acceptability of the vendor, timeline, product and the contract amount and structure.

Prior Board Actions:

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

This action will ensure planning for adequate funds to meet the perpetual obligations of the District’s Stewardship Program; supporting and respecting the County’s rich agricultural heritage, preserving the integrity of greenbelts and scenic corridors, protecting and enhancing natural resources, providing and supporting recreational opportunities and partnerships, and ensuring the long-term protection of urban open spaces.

Fiscal Summary - FY 13-14

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 124,642		\$
Add Appropriations Req’d.	\$	State/Federal	\$
	\$	Fees/Other	\$ 124,642
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 124,642	Total Sources	\$ 124,642

Narrative Explanation of Fiscal Impacts (If Required):

The District has adequate appropriations in the F.Y.13-14 budget for this contract.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Attachment 1: Stewardship Reserve Review Service Agreement			
Related Items "On File" with the Clerk of the Board:			

Attachment 1

AGREEMENT FOR 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 the Center for Natural Lands Management, (hereinafter "Consultant").

RECITALS

WHEREAS, Consultant represents that it is duly qualified as a consultant experienced in science based land stewardship and stewardship cost analysis, 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 the calculation of the amount of funds to reserve for stewardship of the District's conservation easements in perpetuity.

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"), and within the times or by the dates provided for in Exhibit A and pursuant to Section 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
Name: Mary Dodge	Name: Center for Natural Lands Management
Address: 747 Mendocino Avenue – Suite 100 Santa Rosa, CA 95401	Address: 27258 Via Industria, Suite B Temecula, CA 92590
Phone: 707-565-7349	Phone: 510-799-7701
FAX: 707-565-7359	FAX:
Email: mary.dodge@sonoma-county.org	Email: drogers@cnlm.org

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 Consultant's 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. With respect to performance under this Agreement, Consultant shall employ the following key personnel: Dr. Deborah Rogers, Director of Conservation Science and Stewardship, Catherine Little, Northern California Regional Preserve Manager and Michelle Labbe, Conservation Analyst.
- 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:

For all services and incidental costs required hereunder, Consultant shall be paid on a time and material/expense basis in accordance with the budget set forth in Exhibit A provided, however, that total payments to Consultant shall not exceed \$ 124,652.48, without the prior written approval of District. Consultant shall submit invoices on a monthly basis in a form approved by District's General Manager or designee. Expenses not expressly authorized by the Agreement

Center for Natural Lands Management

shall not be reimbursed. Invoices shall show or include, at a minimum, the following information:

- Name of Project;
- District Contract No.;
- Copies of all subconsultant/subcontractor invoices, if any;
- Index No. 697029 and Sub-Object No. 6570; District Cost Coding No. D4999941;
- 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 District.

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 December 31, 2015 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 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 this Agreement. Performance of the Center for Natural Lands Management

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 extra or changed work or 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 Section 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.

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 consents.

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 electronically submitted to: apospd-accounts.payable@sonoma-county.org

TO: CONSULTANT:

Center for Natural Lands Management
27258 Via Industria, Suite B
Temecula, CA 92590
Phone: 760-731-7790
Email: drogers@cnlm.org

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

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

CONSULTANT:
CENTER FOR NATURAL LANDS MANAGEMENT

By: 
David R. Brunner
President

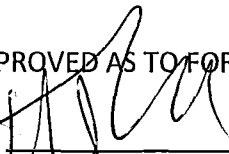
SONOMA COUNTY AGRICULTURAL
PRESERVATION AND OPEN SPACE DISTRICT:

By: _____
William J. Keene, General Manager

Date: _____

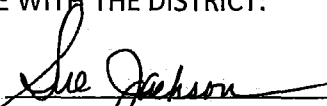
Date: July 2, 2014

APPROVED AS TO FORM FOR DISTRICT:

By: 
Elizabeth Coleman
Deputy County Counsel

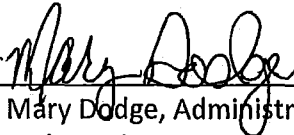
Date: 7-2-14

CERTIFICATES OF INSURANCE ON
FILE WITH THE DISTRICT:

By: 
Sue Jackson, Administrative Aide

Date: 7/1/14

APPROVED AS TO SUBSTANCE FOR
DISTRICT:

By: 
Mary Dodge, Administrative
and Fiscal Services Manager

Date: 7/1/14

EXHIBIT A

SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT STEWARDSHIP RESERVE REQUIREMENT REVIEW CONTRACT

SCOPE OF WORK

JULY 2014

OBJECTIVES

The Center for Natural Lands Management (hereinafter "Consultant") will work with staff of the Sonoma County Agricultural Preservation and Open Space District (hereinafter "District") to provide a detailed estimation of costs associated with stewardship of District-held conservation easements (hereinafter "CE" or "CEs") and properties held in fee simple (hereinafter "fee properties") after the end of Measure F (projected to be 2031). This will include determining the funds needed to manage CEs on approximately five hundred (500) units of land (representing an estimate of the future number of CEs.); and to manage in perpetuity a small number of parcels that collectively cover approximately 300 acres.

The project will result in a thorough understanding by District staff of the method by which the estimate was derived and will provide District staff with the ability to understand how changes in conditions, or assumptions in the methodology, could change that estimate prior to the termination of Measure F. The project methodology and results will allow the District to make long-range plans for the necessary annual contributions to stewardship of CEs and fee properties.

TASKS TO PERFORM

Consultant shall do all of the following to meet the objectives described above:

1. Determine/confirm the specific properties, to the extent possible, over which the District will hold CEs or that will be managed as fee properties in 2031.
2. Review District CE documents and practices and make recommendations as appropriate (based on consultant's expertise in easement stewardship) for specific tasks to include in the reserve review.
3. Repeat Step 2 for fee properties.
4. Determine composition of subset of (future) CE properties to be used in cost analysis and whether a subset of fee title or all fee properties will be used.
5. Prepare Property Analyses Record (PAR) guidelines by discussing with District the cost structure, financial assumptions, stewardship practices (e.g., contracts vs staff labor, etc.), and other assumptions and methodology to be used in the cost analysis to ensure they are appropriate for the District's management standards and business model.

6. Conduct site visits for selected sample of CEs and all or subset (as determined) of properties to be held in fee, noting regional context and potential threats from adjacent properties.
7. Conduct PARs.
8. Provide the first several analyses to District for District's review to ensure assumptions and methodology are acceptable to District.
9. Complete analyses for all selected CEs and fee properties.
10. Provide draft report to District, and present methodology and results to District in an in-person presentation.
10. Revise report as needed to respond to District comments and provide final report to District.
11. Provide final in-person presentation and training to District staff (a) to address any remaining questions and (b) to discuss how staff can revise this analysis over time, if conditions or assumptions change. The final presentation and training must build capacity within District to continue this analysis, if desired.

TIMELINE AND PAYMENT SCHEDULE

The following table shall govern the schedule for payments by District to Consultant associated with completion of the specific tasks listed:

DATE	TASK COMPLETED	PERCENTAGE OF CONTRACT TO BE PAID
July 2014	Execute contract	0%
July-September 2014	Complete meetings between Consultant and District staff to determine available data, discuss property visits, and identify fee properties	10%
September 2014	Commence property visits	0%
October 2014	Identify total number of CEs and fee properties assumed for analysis	5%
November 2014	Prepare PAR guidelines for District. Confirm CEs and fee properties to be used for analysis	15%
January 2015	Complete property site visits	15%
April 2015	Complete cost analysis for first set of properties	20%

June 2015	Present draft report to District for review	20%
August 2015	Receive comments from District	0%
September 2015	Provide final report to District and conduct final presentation and training	15%

BUDGET

Total labor costs	\$108,840.00
Total non-labor costs	<u>15,812.48</u>
TOTAL BUDGET (NOT-TO-EXCEED)	<u>\$124,652.48</u>

HOURLY RATES

Staff	Hourly Rate	Sub-total per Budget
Deborah Rogers	\$110.00	
\$34,100		
Catherine Little	\$90.00	
49,140		
Michelle Labbe	\$90.00	
24,300		
General Counsel	\$130.00	
<u>1,300</u>		
Total labor costs		<u>\$108,840</u>

CONTACT INFORMATION

District	Consultant
SCAPOSD Mary Dodge, Project Lead Fiscal & Admin Services Manager 747 Mendocino Avenue Santa Rosa, CA 95401 Phone: 707-565-7349 Email: mary.dodge@sonoma-county.org	CNLM Deborah L. Rogers, Ph.D., Director of Conservation Science and Stewardship 27258 Via Industria, Suite B Temecula, CA 92590 Phone: 760-731-7790 Email: drogers@cnlm.org

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.

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, 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.

Sonoma County Agricultural Preservation and Open Space District Insurance Requirements

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 District.
- 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. 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 – 4 above.
- b. The name and address for Additional Insured endorsements and Certificates of Insurance is: Sonoma County Agricultural Preservation and Open Space District, its officers, agents and employees, 747 Mendocino Avenue, Santa Rosa, CA 95401.
- 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.

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. 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.



CENTFOR-04

BJONES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/11/2014

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 License # 0C36861 Chantilly-Alliant Ins Svc Inc 4530 Walney Rd Ste 200 Chantilly, VA 20151-2285	CONTACT NAME:	
	PHONE (A/C, No, Ext): (703) 397-0977	FAX (A/C, No): (703) 397-0995
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Federal Insurance Company		20281
INSURER B : Hartford Fire Insurance Company		19682
INSURER C : Hanover Insurance Company		22292
INSURER D : National Union Fire Ins Co Pittsburgh PA		19445
INSURER E :		
INSURER F :		

INSURED
Center for Natural Lands Management
27258 Via Industria Ste B
Temecula, CA 92590

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	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		35351713	10/05/2013	10/05/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			42UECZW8488	10/05/2013	10/05/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ 0			79756443	10/05/2013	10/05/2014	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Excess Liability			UHR933832902	10/05/2013	10/05/2014	Aggregate 5,000,000
D	Professional Liabili			042874159	05/26/2014	05/26/2015	Professional 1,000,000

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

Re: Project No. MB063

Sonoma County Agricultural Preservation and Open Space District, its officers, agents and employees are included as additional insured with respect to the General Liability as required by contract.

Commercial General Liability Deductible = 0

Commercial Automobile Liability Deductible = 0

Professional Liability Deductible = \$10,000

CERTIFICATE HOLDER

CANCELLATION

Sonoma County Agricultural Preservation and Open Space District
747 Mendocino Avenue
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.

Liability Insurance

Endorsement

Policy Period OCTOBER 5, 2013 TO OCTOBER 5, 2014
Effective Date JUNE 11, 2014
Policy Number 3535-17-13 EUC
Insured CENTER FOR NATURAL LANDS MANAGEMENT

Name of Company FEDERAL INSURANCE COMPANY
Date Issued JUNE 18, 2014

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added:

Who Is An Insured

Scheduled Person Or Organization

Subject to all of the terms and conditions of this insurance, any person or organization shown in the Schedule, acting pursuant to a written contract or agreement between you and such person or organization, is an **insured**; but they are **insureds** only with respect to liability arising out of your operations, or your premises, if you are obligated, pursuant to such contract or agreement, to provide them with such insurance as is afforded by this policy.

However, no such person or organization is an **insured** with respect to any:

- assumption of liability by them in a contract or agreement. This limitation does not apply to the liability for damages for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.
- damages arising out of their sole negligence.

Schedule

NEWHALL LAND DEVELOPMENT LLC INCLUDING ITS SUBSIDIARIES,
PARTNERS, PARTNERSHIP AFFILIATED COMPANIES AND SUCCESSORS
AND ASSIGNS INSURANCE COMPLIANCE
P.O. BOX 12010-NL , HEMET, CA 92546-8010
"PROJECT PN032 NEWHALL RANCH/IF 52943 AND
PN247 NEWHALL RANCH/NO. 53257 AND PROJECT CODE R901"
PORT OF PORT, ITS COMMISSIONERS, EMPLOYEES, AND AGENTS
P O BOX 3529
PORTLAND, OR 97208

Liability Endorsement
(continued)

CONTRACT #94590
DURATION: JULY 1, 2011 DECEMBER 31, 2013
THE CITY OF CARLSBAD, ITS OFFICIALS, EMPLOYEES AND VOLUNTEER
799 PINE AVENUE, SUITE 200, CARLSBAD, CA 92008
CONTRACT NO.: PKRC496
DURATION: UNTIL MAY 31, 2016
YOLO COUNTY HABITAT CONSERVATION/NATURAL COMMUNITIES
CONSERVATION PLAN JOINT POWERS AGENCY
120 WEST MAIN STREET, SUITE C, WOODLAND, CA 95695
CONSULTING SERVICES-WOODLAND REGIONAL PARK EXPIRES 6/30/2015
PORT OF SEATTLE
PO BOX 1209, SEATTLE, WA 98111
DURATION MAY 1, 2014 TO MAY 1, 2015
WITH RESPECTS TO: CONSULTANT FOR STREAKED HORNED LARK
SONOMA COUNTY AGRICULTURAL PRESERVATION AND
OPEN SPACE DISTRICT, ITS OFFICERS, AGENTS AND EMPLOYEES
747 MENDOCINO AVENUE, SANTA ROSA, CA 95401
PROJECT NO. MB063
DURATION: 06/01/2014 TO 12/09/2015
STEWARDSHIP OF DISTRICT-HELD EASEMENTS AND PROPERTIES

All other terms and conditions remain unchanged.

Authorized Representative





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/10/2014

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 Automatic Data Processing Insurance Agency, Inc. 1 Adp Boulevard Roseland, NJ 07068	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
	INSURER(S) AFFORDING COVERAGE INSURER A : Liberty Mutual Group	NAIC #
INSURED CENTER FOR NATURAL LANDS MANAGEMENT 27258 Via Industria Ste B Temecula, CA 92590	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER: 239504** **REVISION NUMBER:**

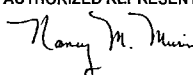
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	WC2-291-452711-013	09/15/2013	09/15/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <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	

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

Job No. MB063

CERTIFICATE HOLDER**CANCELLATION**

Sonoma County Agricultural Preservation and Open Space District, its officers, agents and employees 747 Mendocino Avenue 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 
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County of Sonoma Agenda Item Summary Report

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

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

To: Sonoma County Board of Supervisors, Board of Directors, Sonoma County Water Agency

Board Agenda Date: August 19, 2014

Vote Requirement: Majority

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

Staff Name and Phone Number:

Tim Anderson/524-6208

Supervisorial District(s):

Third, Fourth and Fifth

Title: North Coast Integrated Regional Water Management Plan 2014 Update

Recommended Actions:

Adopt Resolution determining that adoption of the 2014 North Coast Integrated Regional Water Management Plan (2014 Plan) will not have a significant adverse effect on the environment; adopting the 2014 Plan; and authorizing the Water Agency General Manager to file a Notice of Exemption from the California Environmental Quality Act.

Executive Summary:

This item requests the Board of Directors of the Sonoma County Water Agency (Water Agency) to adopt the 2014 update to the North Coast Integrated Regional Water Management Plan (2014 Plan). Integrated Regional Water Management plans are used to set priorities for water-related programs in each of the state's identified hydrologic regions. The plans are required for eligibility for funding under state grant programs established in the Proposition 84 Water Bond. The North Coast 2014 plan covers seven north coast counties as well as Siskiyou and Modoc counties. The North Coast Integrated Regional Water Management Plan was first completed and adopted by this Board in 2005 (Original Plan); and updated and adopted by this Board in 2007 (2007 Plan). This 2014 Plan updates and expands upon the 2007 Plan, documents progress towards meeting Integrated Regional Water Management Plan objectives, and identifies ongoing regional needs and issues. It also serves as a platform to secure future state and federal funding, and its update and adoption are required by agencies with projects currently funded with Proposition 84 or Proposition 1E water bond monies.

Since 2010, the Water Agency has received over \$1.6 million in Proposition 84 grant awards, including \$1 million for the Copeland Creek Watershed Detention, Recharge, and Habitat Restoration Project, and a \$649,000 planning grant for the development of the North Coast Integrated Regional Water Management Plan. If the update to the 2014 Plan is not adopted by its Board, the Water Agency would be ineligible to receive grant money linked to Integrated Regional Water Management Plans through Proposition 84 or other sources. If the 2014 plan is not adopted the Water Agency may also be unable to expend existing state grant funds provided for future regional planning.

HISTORY OF ITEM/BACKGROUND

The State electorate has approved multiple statewide bond measures since 2000, including Propositions 50, 84, and 1E to fund water and natural resource projects and programs, including Integrated Regional Water Management planning and implementation. The goal of this Integrated Regional Water Management planning and implementation effort is to manage water resources in a collaborative way and to have regions work across jurisdictional, watershed, and political boundaries. Regions are defined by Regional Water Quality Control Board boundaries and involve multiple geo-political boundaries, agencies, stakeholders, individuals, and groups.

State statute and guidelines require that an Integrated Regional Water Management Plan must be updated and adopted by the governing boards of participating agencies before Integrated Regional Water Management grant funds will be provided for water management projects that are part of the Plan. Several of the participating agencies in the North Coast, including the Water Agency, have jointly submitted an Integrated Regional Water Management 2014 Drought Solicitation grant application for state consideration where one condition for funding requires the North Coast Integrated Regional Water Management Plan update be adopted by September 9, 2014.

Integrated Regional Water Management Plan grant monies will assist the Water Agency in implementing the Sonoma Mendocino Immediate Drought Relief Program (which is dependent on receiving funding from this program), ongoing Santa Rosa Plain Groundwater Management Plan projects, recycled water projects in the Occidental County Sanitation District, and other projects as they are identified. Future projects could include groundwater management planning projects, recovery planning for listed fisheries that would directly benefit the Water Agency's water supply, sanitation, and flood control services; additional water use efficiency programs; and climate research, modeling, and data collection. The Sonoma Mendocino Immediate Drought Relief Program has been recommended for \$1.05 million in state funding under the proposed plan.

THE 2014 PLAN

The North Coast Integrated Regional Water Management Plan is a planning process and document that identifies North Coast water challenges and opportunities and describes how water resources management agencies and communities can work together to plan for and manage the whole lifecycle of this essential resource for the benefit of the region's 675,000 residents, its ecosystem and its wildlife. The region qualifies and can compete for specific state funding when the state approves its Integrated Regional Water Management Plan. The region also becomes part of a statewide network of integrated regional water management planning regions.

The North Coast Integrated Regional Water Management Plan is by design a voluntary, non-regulatory, stakeholder-driven planning framework meant to emphasize shared priorities and local autonomy, authority, knowledge, and approaches to achieving state, regional, and local priorities related to North Coast water infrastructure, watersheds, public health, and economic vitality. The North Coast Integrated Regional Water Management Plan focuses on areas of common interest and concern to North Coast stakeholders and on attracting funding to the North Coast Region, and recognizes unique local solutions in different parts of the Region. The North Coast Integrated Regional Water Management Plan is being updated per requirements outlined by the 2014 Department of Water Resources Integrated Regional Water Management Guidelines, and Proposition 84, "The Safe Drinking Water, Water Quality and

Supply, Flood Control, River and Coastal Protection Bond Act of 2006.”

In the 2014 Plan update, the 2007 Plan objectives were revised and refined under the direction of the North Coast Policy Review Panel and with input from the region’s stakeholders. Twelve predecessor goals of the North Coast are now subsumed under six new plan goals. These revisions involve minor restructuring and refinements of prior plan goals and themes. All the objectives are interrelated, and are relevant at both the local and regional scale. Objectives are organized thematically, by goals, and are not ranked or listed in order of priority. Between October 2012 and May 2013, outlines and drafts of the 2014 Plan were circulated to and vetted by the North Coast Policy Review Panel, Technical Peer Review Committee, and regional stakeholders. The final draft was posted for public comment in May 2014.

The North Coast Resource Partnership, comprised of representatives from local government, watershed groups, tribes, and interested partners, has completed the final updated Plan and in early June 2014 submitted it to Department of Water Resources for review and approval. Once Department of Water Resources completes its review, a formal 30-day public comment period begins. The final plan, as submitted to Department of Water Resources, can be found here:

http://www.northcoastirwmp.net/docManager/1000009761/NCIRWMP_PhaseIII_Main_Non-Adopted_review_0614.pdf

NOTICE OF EXEMPTION

The Adoption of the 2014 Plan is categorically exempt from the California Environmental Quality Act pursuant to the California Environmental Quality Act Guidelines §15306: Information Collection and §15262: Feasibility and Planning Studies. Implementation of the 2014 Plan entails information gathering activities which will not result in a serious or major disturbance to an environmental resource. The 2014 Plan provides a framework for the North Coast to integrate with other regional, state, and federal planning, implementation, and funding efforts. Adoption of the 2014 Plan does not commit participating agencies to complete or fund particular projects listed in the 2014 Plan. Water Agency staff has prepared a Notice of Exemption in accordance with the California Environmental Quality Act, the State the California Environmental Quality Act Guidelines and the Water Agency’s Procedures for the Implementation of the California Environmental Quality Act.

Prior Board Actions:

- 07/17/2007: Concurrent Resolution of the Sonoma County Water Agency and the Board of Supervisors of the County of Sonoma to adopt the Updated North Coast Integrated Regional Water Management Plan, July 2007.
- 07/12/2005: Concurrent Resolution of the Sonoma County Water Agency and the Board of Supervisors of the County of Sonoma to adopt Phase I of the North Coast Integrated Regional Water Management Plan, July 2005.

Strategic Plan Alignment Goal 3: Invest in the Future

County Goal 3: Invest in the Future: By adopting the 2014 Plan update, we are investing in infrastructure, systems, etc., to save money in the long-term.

Water Agency Organizational Goals and Strategies, Goal 2: Responsibly manage Water Agency finances.

Fiscal Summary - FY 14-15

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

Narrative Explanation of Fiscal Impacts (If Required):

Adoption of the 2014 Updated North Coast Integrated Regional Water Management Plan does not entail a direct commitment of resources. If authorized by its Board, the Water Agency will adopt the 2014 Update to the North Coast Bay Area Integrated Regional Water Management Plan and be eligible to receive grant money linked to Integrated Regional Water Management Plans through Proposition 84 and other sources.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

N/A

Attachments:

Resolution

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

2014 North Coast Integrated Regional Water Management Plan Phase III (1 copy)
Notice of Exemption

Date: August 19, 2014

Item Number: _____

Resolution Number: _____



Majority Vote

Required

CONCURRENT RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA AND THE BOARD OF DIRECTORS OF THE SONOMA COUNTY WATER AGENCY DETERMINING THAT ADOPTION OF THE 2014 UPDATED NORTH COAST INTEGRATED REGIONAL WATER MANAGEMENT PLAN (2014 PLAN) WILL NOT HAVE A SIGNIFICANT ADVERSE EFFECT ON THE ENVIRONMENT; ADOPTING THE 2014 PLAN; AND AUTHORIZING THE WATER AGENCY GENERAL MANAGER TO FILE A NOTICE OF EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT.

Whereas, the State electorate approved multiple statewide bond measures since 2000, including Propositions 50, 84, and 1E to fund water and natural resource projects and programs, including the Integrated Regional Water Management Plan; and

Whereas, the benefits of integrated planning for water resources management activities include increased efficiency or effectiveness, enhanced collaboration across agencies and stakeholders, and improved responsiveness to regional needs and priorities; and

Whereas, state statute and guidelines required that the 2014 Plan be adopted by the governing boards of participating agencies before the Integrated Regional Water Management grant funds would be provided for water resources management projects that are part of the 2014 Plan; and

Whereas, more recent state statutes and guidelines require that the North Coast 2014 Plan be updated before agencies may receive future North Coast Integrated Regional Water Management Plan grant funding; and

Whereas, the Draft 2014 Plan was completed in the spring of 2014 and submitted to the Department of Water Resources in June 2014; and

Whereas, a series of workshops were held on the Draft 2014 Plan to provide stakeholders, including local governments, tribes, watershed groups, and interested members of the public, an opportunity to ask questions, provide comments and make recommendations; and

Resolution #

Date:

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Whereas, the Draft 2014 Plan was posted on the internet and made available for public comment; and

Whereas, the 2014 Plan is an information gathering and regional planning document, which provides an implementation framework that calls for tracking accomplishments, developing lists of prioritized projects and periodically updating the North Coast Integrated Regional Water Management Plan as conditions warrant, provided funding and resources are available to carry out these activities; and

Whereas, adoption of the 2014 Plan does not entail a direct commitment of resources for implementation of any project, as these commitments will be the responsibility of the particular project proponent and any applicable project partners, and there is no joint commitment or responsibility by the 2014 Plan participants to implement any or all of the projects; and

Whereas, this Board has reviewed the 2014 Plan and has determined it is categorically exempt from the California Environmental Quality Act pursuant to California Environmental Quality Act Guidelines §15306 and §15262 because the implementation of the 2014 Plan contemplates basic data collection and research that will not result in a serious or major disturbance to an environmental resource and is for information gathering purposes. The 2014 Plan involves planning studies for possible actions that the participating agencies have not yet approved, adopted, or funded; and

Whereas, the 2014 Plan is meant to be complementary to participating agencies' individual plans and programs and does not supersede such plans and programs, and this Board's adoption of the 2014 Plan does not prohibit or affect in any way a participating agency's planning efforts separate from the North Coast Integrated Regional Water Management Plan.

Now, Therefore, Be It Resolved that the Sonoma County Board of Supervisors and the Board of Directors of the Sonoma County Water Agency hereby find, determine, certify, and declare as follows:

1. All of the above recitals are true and correct.
2. This Board's adoption of the 2014 Update to the North Coast Integrated Regional Water Management Plan is exempt from the California Environmental Quality Act pursuant to California Environmental Quality Act Guidelines §15262 and §15306 because it consists of basic data collection that would not result in a serious or major disturbance to an environmental resource and involves planning studies for possible actions that the participating agencies have not yet approved, adopted or funded.
3. The 2014 Update to the North Coast Integrated Regional Water Management Plan is adopted.

Resolution #

Date:

Page 3

4. The General Manager of the Sonoma County Water Agency is authorized and directed to file a Notice of Exemption for the 2014 Update to the North Coast Integrated Regional Water Management Plan.

Supervisors/Directors:

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

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

Board Agenda Date: August 19, 2014

Vote Requirement: Majority

Department or Agency Name(s): Board of Directors, Sonoma County Water Agency and Sonoma Valley County Sanitation District

Staff Name and Phone Number:

Kevin Booker/521-1865

Supervisory District(s):

First and Second

Title: North Bay Water Reuse Authority – Professional Service Agreements

Recommended Actions:

- a) Authorize Water Agency's General Manager to execute an agreement with Brown & Caldwell to provide engineering, environmental, and public outreach services for North Bay Water Reuse Authority for the amount of \$3,022,379 (Water Agency share: \$314,558; District share: \$164,780); agreement terminates on June 30, 2017.
- b) Authorize Water Agency's General Manager to execute an agreement with Charles V. Weir dba Weir Technical Services to provide program management services for North Bay Water Reuse Authority for the amount of \$221,500 (Water Agency share: \$27,688; District share: \$27,688); agreement terminates on June 30, 2017.
- c) Authorize Water Agency's General Manager to execute an agreement with Virginia Bryant dba Bryant & Associates to provide program development, federal advocacy, and state advocacy services for North Bay Water Reuse Authority for the amount of \$942,600 (Water Agency share: \$81,866; District share: \$118,582); agreement terminates on June 30, 2017.
- d) Authorize expenditure of Sonoma Valley County Sanitation District funds for District's portion of costs for the above professional service agreements with Authority-selected consultants.

Executive Summary:

HISTORY OF NORTH BAY WATER REUSE AUTHORITY

Sonoma County Water Agency (Water Agency), as approved by its Board of Directors, entered into a Memorandum of Understanding Establishing the North Bay Water Reuse Authority (Authority) with Las Gallinas Valley Sanitary District, Napa Sanitation District, Novato Sanitary District, and Sonoma Valley County Sanitation District, effective August 24, 2005, and amended in January 2008. North Marin Water District and County of Napa became signatories under the Second Amended Memorandum of Understanding, effective November 3, 2010. Marin Municipal Water District and City of Petaluma, became signatories under the Third Amended Memorandum of Understanding, effective May 13, 2013.

The Authority is not a legal entity and cannot enter into agreements in its own name. Therefore, Section 12 of the Third Amended Memorandum of Understanding designates the Water Agency to act as the Administrative Agency for the Authority. As the Administrative Agency, the Water Agency enters into agreements and performs other administrative functions for the Authority, with prior approval of the Authority Board of Directors. The Authority is responsible for consultant selection. The Water Agency is reimbursed by the Authority for the costs it incurs while acting as Administrative Agency.

HISTORY OF NORTH BAY WATER REUSE PROGRAM

The North Bay Water Reuse Program (Program) is a model for maximizing the benefits of limited water resources in the West. By partnering on the local level, agencies and elected officials are developing solutions to meet broad constituent needs under the umbrella of a comprehensive regional program. This approach also helps federal and state agencies accomplish their resource management objectives and meet regulatory requirements.

The Program is authorized for two construction phases under the U.S. Bureau of Reclamation's (Reclamation) Title XVI program. This authorization provides a 25% federal cost-share for each phase of the Program. The Authority completed feasibility and environmental studies for Phase 1 of the Program and in 2010 began construction on a series of recycled water projects valued at \$100 million. To date, the Program has received over \$18 million in federal funding and nearly \$3.9 million in state funding and anticipates getting an additional \$2 million as part of Prop 84, Round 3A funding; the balance of funding is provided by the local agencies.

The Authority initiated Phase 2 Scoping Studies to explore, at a conceptual level, how to build on the Program's Phase 1 infrastructure to further develop and capture recycled water, therefore expanding water supply and management opportunities in the region. The Scoping Study process was developed with input and financial assistance from Reclamation. The studies were designed to include the following key areas needed to support decision-making on future Phase 2 feasibility investigations:

- 1) Identification of agencies interested in participating in Phase 2;
- 2) Preliminary concept-level estimates of the size and costs of potential Phase 2 activities; and
- 3) Determination of whether to proceed with a Phase 2 Feasibility Study.

Pursuant to the Third Amended Memorandum of Understanding, and as shown below, Authority members divide the first 25% of costs equally and the remaining 75% of costs in proportion to the benefit to each member in the Authority through funds received under Phase 1. Percentages may be revised based on the addition of signatory members, revisions to the projects in Phase 1, or continuation beyond Phase 1.

Phase 2 cost share is structured similar to Phase 1, in that costs are based on project cost. Phase 2 Cost allocations were developed and approved by the Authority's Board of Directors.

Joint Use costs are related to the Program as a whole and are not easily differentiated between Phase 1 and Phase 2. As such they are shared equally by the Authority members.

CONSULTANT AGREEMENTS

The Water Agency is entering into the three subject agreements as the Administrative Agency under the Third Amended Memorandum of Understanding on behalf of all of the Authority members who have executed the Third Amended Memorandum of Understanding. All of the agreements expire on June 30, 2017.

The consultants were selected by the Authority, and the scopes of work and budgets for these agreements were approved by the Authority's Board of Directors on May 19, 2014.

Agreements entered into by the Water Agency for the Authority contain a provision that makes each Authority member liable only for its respective share of the contract cost and provides that none of the members can be required to pay costs allocated to other members.

Attachment A includes cost allocation tables for each agreement.

Water Agency's performance under these agreements in subsequent years is contingent upon appropriation of funds by Water Agency's Board of Directors. The Water Agency shall have no liability under these agreements, if sufficient funds are not appropriated in subsequent fiscal years by Water Agency's Board of Directors for the purpose of these agreements.

Brown & Caldwell, Walnut Creek, California

Total agreement amount is \$3,022,379 over three years. Water Agency total share of costs is \$314,558, and Sonoma Valley County Sanitation District total share of costs is \$164,780.

Under the proposed agreement, Brown & Caldwell will provide project management; prepare a Title XVI feasibility study that includes an engineering analysis, environmental evaluation, financial capabilities report, and identification of funding sources; prepare and administer grant funding applications; and provide Phase 1 support services.

Authority Selection Process: In April 2013 the Water Agency, on behalf of the Authority, issued a Request for Qualifications to 19 firms, and also outreached to disadvantaged business enterprises. In addition, the Request for Qualifications was posted on the Water Agency's website.

Statements of qualifications were received from the following five firms:

1. URS Corporation, San Francisco, California
2. Brown and Caldwell, Walnut Creek, California
3. Panorama Environmental, Inc., San Francisco, California
4. elMobile, Mountain View, California
5. RMC Water and Environment, San Francisco, California

The following criteria were used to evaluate each firm:

- a. Responsiveness to the work requirements, for example, understanding of recycled water, local and state issues and regulations, environmental/engineering projects involving multiple (5 or more) actively involved entities

- b. Professional qualifications and overall performance commitment
- c. Demonstrated ability to perform the work in accordance with good practices common to the industry
- d. Compliance with required federal and state requirements
- e. Compliance with required Disadvantaged Business Enterprises outreach
- f. Exceptions to agreement terms

In July 2013, a Request for Proposals was sent to Brown and Caldwell and RMC Water and Environment. Each firm submitted a proposal, and the following criteria were used to evaluate the proposals:

- a. Demonstrated ability to perform the work in accordance with good practices common to the industry
- b. Experience on similar projects and qualifications of team members
- c. Time required
- d. Proposal presentations to Authority Technical Advisory Committee

The Authority's Technical Advisory Committee met and discussed the proposals submitted by each firm (including the presentation given by each firm). The Authority's Technical Advisory Committee recommended to its Board of Directors that the Water Agency, on behalf of the Authority, enter into an agreement for engineering, environmental, and public outreach services with Brown and Caldwell.

Charles V. Weir dba Weir Technical Services, Pleasanton, California

Total agreement amount is \$221,500 over three years. Water Agency total share of costs is \$27,688, and Sonoma Valley County Sanitation District total share of costs is \$27,688.

Under the proposed agreement, Mr. Weir will provide Program management, financial management, Phase 1 and Phase 2 project support, document review, and Program planning; and coordinate Authority governance issues.

Authority Selection Process: In August 2012 Water Agency, on behalf of the Authority, invited Statements of Qualifications from consulting firms and individuals interested in providing Program Management services for the Authority. The two firms listed below submitted Statements of Qualifications.

- 1. Charles V. Weir dba Weir Technical Services, Pleasanton, California
- 2. Virginia Bryant dba Bryant & Associates, Sacramento, California

The Authority's Technical Advisory Committee reviewed and scored each Statement of Qualifications based of responsiveness to project elements. The Authority selected Charles V. Weir dba Weir Technical Services.

Virginia Bryant dba Bryant & Associates, Sacramento, California

Total agreement amount is \$942,600 over three years. Water Agency total share of costs is \$81,866; Sonoma Valley County Sanitation District total share of costs is \$118,582.

Under the proposed agreement, Ms. Bryant will provide Program development services, pursue federal funding from U.S. Bureau of Reclamation and other sources, develop stakeholder support, and provide

state and federal advocacy services. Ms. Bryant will work with two sub-consultants, The Ferguson Group and The Onate Group, to provide these services.

Authority Selection Process: On April 12, 2013, Water Agency, on behalf of the Authority, issued a Request for Qualifications to 11 firms. The three firms listed below submitted Statements of Qualifications.

1. Bluewater Strategies, Washington, District of Columbia
2. Brownstein Hyatt Farber Schreck, LLP, San Diego, California
3. Virginia Bryant dba Bryant & Associates, Sacramento, California

The Authority's Finance Committee performed an initial review to determine if submittals met the minimum qualifications. The Authority's Technical Advisory Committee then evaluated each firm based on the following criteria:

- a) Responsiveness to the work requirements
- b) Professional qualifications and overall performance commitment
- c) Demonstrated ability to perform the work in accordance with good practices common to the industry
- d) Exceptions to agreement terms

Ms. Bryant was selected by the Authority to perform the work because she is familiar with the Program, has a proven successful track record of obtaining funding approvals from Reclamation and of gaining support from stakeholders and legislators, and has a great deal of experience in this type of work.

Prior Board Actions:

- 05/21/13** Concurrent action for approval of Third Amended North Bay Water Reuse Authority Memorandum of Understanding.
- 01/29/13** Concurrent action for agreement with CDM Smith, Inc.
- 09/11/12** Concurrent action for authorization of seven (7) professional service agreements.
- 10/26/10** Concurrent action for approval of Second Amended North Bay Water Reuse Authority Memorandum of Understanding.
- 01/15/08** Concurrent action for approval of First Amended North Bay Water Reuse Authority Memorandum of Understanding.
- 07/26/05** Concurrent action for approval of North Bay Water Reuse Authority Memorandum of Understanding as revised on June 13, 2005, or with minor changes, as approved by County Counsel.
- 04/26/05** Concurrent Resolution No. 05-0369 for approval of North Bay Water Reuse Authority Memorandum of Understanding, allowing Water Agency to act as fiscal agent for the Authority, and payment of dues and allocated costs.

Strategic Plan Alignment Goal 3: Invest in the Future			
County Goal 3: Invest in the Future: Providing a reliable water supply for agricultural and urban needs in Sonoma County.			
Water Agency Water Supply Goals and Strategies, Goal 2: Protect the Water Agency's existing water rights and our clean, high-quality water supply, and improve system resiliency by continuing to develop alternative supplies.			
Fiscal Summary - FY 14-15			
Expenditures		Funding Source(s)	
Budgeted Amount	\$ 229,115	Water Agency Gen Fund	\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	(North Bay Water Reuse Authority Trust)Fees/Other	\$ 229,115
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 229,115	Total Sources	\$ 229,115
Narrative Explanation of Fiscal Impacts (If Required):			
Water Agency: FY 2014/2015 appropriation of \$128,540 is from the Recycled Water fund. FY 2015/2016 appropriation of \$141,146 and FY 2016/2017 appropriation of \$154,425 will be budgeted in those fiscal years.			
Sonoma Valley County Sanitation District: FY 2014/2015 appropriation of \$100,575 is from the Sonoma Valley Sanitation Operations fund. FY 2015/2016 appropriation of \$106,911 and FY 2016/2017 appropriation of \$103,562 will be budgeted in those fiscal years.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
N/A.			

Attachments:

Attachment A - Cost Allocation Tables

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

Three Proposed Agreements (One copy of each)

RW\\FILESERVER\DATA\CL\AGENDA\AGREES\08-19-2014 WA NORTH BAY WATER REUSE
AUTHORITY_SUMM.DOCM

CF/71-700-21 BROWN & CALDWELLFY 2012/2013 AND 2013/2014
TW 12/13-132 (ID 4646)

CF/71-700-21 BRYANT & ASSOCIATES ...FY 2014/2015 THROUGH FY 2016/2017
TW 12/13-133 (ID 4650)

CF/71-700-21 WEIR TECHNICAL SERVICES - FY 2014/2015 THROUGH FY
2016/2017
TW 13/14-112 (ID 4997)

Virginia Bryant dba Bryant & Associates

	Total Budget	LGVSD	Napa SD	Novato SD	SVCSD	SCWA	NMWD	Petaluma	Napa
FY 2014/2015									
Tasks	\$314,200	\$11,918	\$99,017	\$60,210	\$39,527	\$27,289	\$22,577	\$45,501	\$8,160
FY 2015/2016									
Tasks	\$314,200	\$11,918	\$99,017	\$60,210	\$39,527	\$27,289	\$22,577	\$45,501	\$8,160
FY 2016/2017									
Tasks	\$314,200	\$11,918	\$99,017	\$60,210	\$39,527	\$27,289	\$22,577	\$45,501	\$8,160
Total	\$942,600	\$35,755	\$297,052	\$180,629	\$118,582	\$81,866	\$67,732	\$136,504	\$24,480

Note: Numbers in tables are rounded and may not equal totals listed in agreements. Regardless of the allocations noted in the tables, total contract costs are limited as provided under the Payment section of each agreement.

- LGVSD - Las Gallinas Valley Sanitary District
- Napa SD - Napa Sanitation District
- Novato SD - Novato Sanitary District
- SVCSD - Sonoma Valley County Sanitation District
- SCWA - Sonoma County Water Agency
- NMWD - North Marin Water District
- Petaluma – City of Petaluma
- Napa - Napa County



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Directors, Sonoma County Water Agency, Occidental and Russian River County Sanitation Districts and Board of Supervisors

Board Agenda Date: August 19, 2014

Vote Requirement: Majority

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

Staff Name and Phone Number:

Carrie Pollard / 547-1968
Jason L. Nutt / 565-2901

Supervisorial District(s):

All

Title: Sonoma-Mendocino Immediate Drought Relief Project

Recommended Actions:

- a) Approve Sonoma-Mendocino Immediate Drought Relief Project and authorize the Water Agency's General Manager or his designee to execute agreements with the participating agencies and participating plumbers and take all operating and staffing actions as described in the report necessary to implement the Project.
- b) Authorize the Water Agency's General Manager or his designee to execute the 2014 Drought Program Sub-Grantee Agreement with Humboldt County for the receipt of funds in the amount of \$1,050,000 for the Sonoma-Mendocino Immediate Drought Relief Project, prepare the necessary data, conduct investigations, execute and submit all documents which may be necessary under the grant program, and to execute and submit further agreements and amendments necessary under the grant program, provided they have no cost to the Water Agency and do not substantially change the Project.
- c) Approve the County's participation in the Sonoma-Mendocino Immediate Drought Relief Project on behalf of County-operated water districts and authorize the Director of Transportation and Public Works to execute agreements necessary to participate in the Project.
- d) Approve the addition of a full-time staff position, time-limited for a term of three years, to develop, manage, and implement efforts related to the Sonoma-Mendocino Immediate Drought Relief Project, as well as ongoing water efficiency and sustainability efforts and campaigns, with the final job classification and allocation added during the next consolidated budget adjustment.

Executive Summary:

Background:

California is in the third year of a significant drought that has reduced water storage levels to unprecedented low levels and caused critical water shortages in some communities in Sonoma and Mendocino counties. The proposed Sonoma-Mendocino Immediate Drought Relief Project (Project)

offers immediate drought relief and long-term water savings for the 12th District Agricultural Agency (Redwood Empire Fairgrounds), Airport-Larkfield-Wikiup Sanitation Zone, Belmont Terrace Mutual Water Company, City of Cloverdale, City of Healdsburg, City of Ukiah, County of Sonoma - Department of Transportation and Public Works, City of Fort Bragg, Geyserville Sanitation Zone, Mendocino County Russian River Flood Control and Water Conservation Improvement District, Occidental County Sanitation District, Redwood Valley County Water District, Russian River County Sanitation District, Sea Ranch Sanitation Zone, Sonoma County Water Agency, and Sweetwater Springs Water District (Participating Agencies). Well-users not represented by Participating Agencies can take advantage of the Project through the Sonoma County Water Agency (Water Agency) directly. The Project will increase water use efficiency and drought resilience in the region for years to come and is a response to the Governor's emergency drought declaration that set a 20 percent water demand reduction goal. The Project will reduce demand for water from Lake Mendocino and from local groundwater supplies. Many of the Participating Agencies have not had aggressive water conservation programs in the past and can achieve over 150 ac-ft of significant water savings each year under the Project.

Depending on their match funds commitment (see Attachment A-1, Estimated Allocation of Costs), Participating Agencies would offer one or both of the following water-saving programs to their customers:

- 1) High-Efficiency Fixture Direct-Install Program will retrofit up to two inefficient toilets per customer with new high-efficiency toilets. During the installation appointment, the Water Agency-hired plumber will also replace inefficient showerheads and aerators with free, water-efficient models and perform a leak check at the water meter. For commercial properties, in addition to toilets, inefficient urinals will be retrofitted with 0.125 gpf high-efficiency urinals; and
- 2) Cash for Grass Turf Rebate Program will offer a \$0.50 / sq. ft rebate for converting high-water-use turf to low-water-use plant material (up to max of 500 sq. ft or \$250).

The Water Agency has run the Direct Install program in its service area for five years. It has already established the needed program elements (plumber agreements, billings procedures, etc.), which will be utilized in implementing this Project. The Participating Agencies will administer the Cash for Grass Turf Rebate Programs for their own service area. The Cash for Grass has been modeled after the City of Santa Rosa and the Town of Windsor turf rebate programs.

The Project will allow Participating Agencies to transition into ongoing conservation programs that eventually will be managed by the Participating Agency. The High-Efficiency Fixture Direct-Install Program addresses approximately 75% of the total indoor water use in a home (showers: 20%, faucets: 18%, toilets: 20%, leaks: 18%) by improving fixture efficiency and identifying leaks. The Cash for Grass program addresses 50% of the total water use by a home and directly reduces peak water demand.

Participating Agencies have committed to provide minimum match funds for the Project, as listed in the Estimated Allocation of Costs, Attachment A-1. According to the terms of the grant program, the match funds must be exhausted before Participating Agencies can be reimbursed with grant funds.

Among the Participating Agencies are four water districts operated by the County's Department of Transportation and Public Works: Fitch Mountain, Freestone, Jenner, and Salmon Creek. The Public

Works Small Water System Assistance Fund will provide \$10,000 in match funds on behalf of these districts to participate in the Project.

Anticipated Funding:

On June 2, 2014, the Department of Water Resources released an expedited 2014 Integrated Regional Water Management Drought Grant Solicitation (Grant), seeking projects that would provide immediate, measurable water savings. The Project was one of eleven projects submitted on July 21, 2014, to Department of Water Resources by the North Coast Resource Partnership and the Project has been recommended for \$1.05 million in funding. Participating Agencies and the Water Agency have committed to provide \$630,000 in local matching funds for the Project bringing possible total funding to \$1.68 million. Matching funds must be expended prior to requesting grant reimbursement. The Department of Water Resources anticipates approving Grant awards in October 2014.

Participating Agencies' minimum obligations, as listed in the Allocation of Costs, will serve as matching funds for the Grant. Water Agency and Participating Agencies will administer water conservation programs for the term of the Grant or until allocated funds are expended.

Proposed Agreements:

Participating Agencies Cooperative Agreements: In order to expedite the implementation of the Project to secure water savings as quickly as possible, Water Agency staff propose to enter into agreements with Participating Agencies immediately for their respective minimum obligations, as listed in the Estimated Allocation of Costs, Attachment A-1. Under these agreements, the Water Agency will administer the water-saving programs at no cost to the Participating Agencies.

The Water Agency will amend the agreements with the Participating Agencies to add the grant funding allocations and grant requirements, and then distribute grant funding allocations for water use efficiency programs to the Participating Agencies as necessary when the Grant is announced. Water Agency staff time serves as matching funds for the Grant. Water Agency anticipates executing these agreements by October 2014.

Participating Plumbing Contractor Agreements: The Water Agency will use its existing High-Efficiency Fixture Direct-Install Participating Plumbing Contractor Agreement as the template for agreements with additional plumbing contractors with updated terms to fit the Project. Through these agreements, the Project will pay for the costs of installation of up to two high-efficiency toilets, as well as water-efficient showerheads and aerators. Water Agency anticipates executing these agreements as plumbers commit to program participation.

2014 Integrated Regional Water Management Drought Program Sub-Grantee Agreement: The Water Agency will enter into a Sub-Grantee Agreement with Humboldt County, who will act as lead agency for the entire North Coast Integrated Regional Water Management 2014 Drought grant. (The Project is one of eleven packaged together in the grant application.) Because of the expedited drought grant solicitation schedule, a draft sub-grantee agreement has not yet been prepared, but it is expected to mirror the Proposition 84 Round 2 Implementation sub-grantee agreements prepared in July 2014. Department of Water Resources anticipates executing grant agreements before January 1, 2015.

Pass-Through Agreements between the Water Agency and its Sanitation Zones and Districts: In order to properly administer and account for grant funds, separate pass-through agreements will be prepared and executed between the Water Agency and its participating its Sanitation Zones and Districts. Water Agency anticipates executing these agreements by October 2014.

Water Agency Staffing: During the last few years of increasingly dire drought conditions, Water Agency management has identified the need for additional staff to allow more robust public education and conservation program efforts. The current efforts have greatly strained available staff resources and limited expansion of existing and new programs identified as beneficial to the Agency. Additionally, the Sonoma-Mendocino Immediate Drought Relief Project exceeds available staff capacity to fully and successfully implement. To meet the immediate need of the new Project, as well as the identified ongoing resource needs, the Water Agency requests the addition of a full-time staff position, time-limited with a duration of three-years to coincide with the Project term. In addition to implementing and managing the new Project and associated contractors and various agreements with the municipalities, the position will function as the lead within the Water Use Efficiency unit, coordinating the various existing and planned water conservation and efficiency programs managed by staff within the unit. The position will also be responsible for identifying gaps, needs, and areas where efficiencies and coordination can be gained across programs. Currently there is no senior or lead level position within this unit to assist in daily program coordination and review and to manage coordination between programs. The position will also assist and develop new water supply resiliency programs and community campaigns on an ongoing basis during all water supply environments. Funding will be available through the water conservation program as well as the Water Agency General Fund.

Prior Board Actions:

- 06/24/2014: Drought Update / County 30 Day Extension of Proclamation.
- 06/17/2014: Drought Update / County 30 Day Extension of Proclamation.
- 05/20/2014: Drought Update / County 30 Day Extension of Proclamation.
- 04/22/2014: Drought Update / County 30 Day Extension of Proclamation.
- 03/25/2014: Drought Update / County 30 Day Extension of Proclamation.
- 02/25/2014: County Proclamation of a local emergency due to drought conditions.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

County Goal 2: Economic and Environmental Stewardship – The Project will enhance community resilience to droughts by increasing the water use efficiency of residences and businesses. The program will employ local plumbers to perform fixture installations. The community will benefit from reduced water use and GHG production from reduced pumping and water treatment.

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

Fiscal Summary - FY 14-15			
Expenditures		Funding Source(s)	
Budgeted Amount	\$ 72,000	Water Agency Gen Fund	\$ 491,152
Add Appropriations Req'd.	\$ 1,699,197	State/Federal	\$ 1,050,000
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$	Match Funds: Participating Agencies Agreements/Sanitation Funds/ TPW	\$ 148,045/\$72,000 /\$10,000
Total Expenditure	\$ 1,771,197	Total Sources	\$ \$1,771,197

Narrative Explanation of Fiscal Impacts (If Required):

Under the agreements with Participating Agencies, the Water Agency will invoice and be reimbursed by Participating Agencies for Water Agency costs, except administrative costs, under the High-Efficiency Fixture Direct-Install Program. Participating Agencies will run their own Cash for Grass Turf Rebate Programs.

The Water Agency will distribute grant funding allocations for water use efficiency programs to Participating Agencies.

Additional appropriations are required to process the expenses in FY14-15. With Board approval, appropriations will be made in the next quarterly Consolidated Budget Adjustment as follows:

Sonoma County Water Agency General Fund (\$1,450,000), Airport-Larkfield-Wikiup Sanitation Zone (\$42,000), Geyserville Sanitation Zone (\$21,000), Sea Ranch Sanitation Zone (\$21,000) Occidental County Sanitation District (\$4,200), and Russian River County Sanitation District (\$63,000), Public Works Small Water Systems Assistance Fund (\$10,000).

Funds already budgeted that will be used as cost share are as follows:

Airport-Larkfield-Wikiup Sanitation Zone (\$20,000), Geyserville Sanitation Zone (\$10,000), Sea Ranch Sanitation Zone (\$10,000) Occidental County Sanitation District (\$2,000), Russian River County Sanitation District (\$30,000), and Public Works Small Water Systems Assistance Fund (\$10,000).

Position costs of \$91,197 will be funded through available water conservation program funding and Water Agency General Fund appropriations.

Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
<p>Additional staffing required to fully implement water conservation programs and ongoing education and water efficiency programs. Position will be the lead over related programs in the Water Agency and coordinate conservation and efficiency programs and public communication and education efforts related to these programs, across the Agency. Following Board approval of this position effective August 19, 2014, the allocation will be added through the quarterly consolidated budget position allocation resolution. Position will be time-limited with a three year duration to coincide with the Project term. The position may be filled prior to the quarterly consolidated budget adjustment.</p>			
Attachments:			
Estimated Allocation of Costs (A-1)			
Related Items “On File” with the Clerk of the Board:			
North Coast Resource Partnership 2014 IRWM Drought Project Grant Application			

RW\\FILESERVER\DATA\CL\AGENDA\AGREES\08-19-2014 WA SONOMA-MENDOCINO
IMMEDIATE DROUGHT RELIEF_SUMM.DOCM

CF/40-0-1 WATER CONSERVATION PLANS AND PROGRAMS (ID 807)

Attachment A-1: Estimated Allocation of Costs

High-Efficiency Fixture Direct-Install Program

Participating Agencies	Match	Grant	Total Budget
City of Cloverdale	\$ 20,320	\$ 42,672	\$ 62,992
City of Healdsburg	\$ 20,320	\$ 42,672	\$ 62,992
City of Ukiah	\$ 7,500	\$ 15,750	\$ 23,250
Redwood Valley County Water District	\$ 7,000	\$ 14,700	\$ 21,700
Mendocino County Russian River Flood Control and Water Conservation Improvement District	\$ 15,000	\$ 31,500	\$ 46,500
Belmont Terrace Mutual Water Company	\$ 1,980	\$ 4,158	\$ 6,138
12th District Agricultural Agency (Redwood Empire Fairgrounds)	\$ 7,650	\$ 16,065	\$ 23,715
County of Sonoma Department of Transportation and Public Works	\$ 9,000	\$ 18,900	\$ 27,900
Sweetwater Springs Water District	\$ 9,000	\$ 18,900	\$ 27,900
Russian River County Sanitation District	\$ 30,000	\$ 63,000	\$ 93,000
Occidental County Sanitation District	\$ 2,000	\$ 4,200	\$ 6,200
Geyserville Sanitation Zone	\$ 10,000	\$ 21,000	\$ 31,000
Airport Larkfield Wikiup Sanitation Zone	\$ 20,000	\$ 42,000	\$ 62,000
Sea Ranch Sanitation Zone	\$ 10,000	\$ 21,000	\$ 31,000
Sonoma County Water Agency	\$ 234,350	\$ 492,135	\$ 726,485
Fort Bragg	\$ 5,000	\$ 10,500	\$ 15,500
PROGRAM TOTAL	\$ 409,120	\$ 859,152	\$ 1,268,272

Cash for Grass Turf Replacement Rebate Program

Participating Agencies	Match	Grant	Total Budget
City of Cloverdale	\$ 9,680	\$ 20,328	\$ 30,008
City of Healdsburg	\$ 9,680	\$ 20,328	\$ 30,008
Redwood Valley County Water District	\$ 500	\$ 1,050	\$ 1,550
Mendocino County Russian River Flood Control and Water Conservation Improvement District	\$ 5,000	\$ 10,500	\$ 15,500
Belmont Terrace Mutual Water Company	\$ 665	\$ 1,397	\$ 2,062
12th District Agricultural Agency (Redwood Empire Fairgrounds)	\$ 28,750	\$ 60,375	\$ 89,125
County of Sonoma Department of Transportation and Public Works	\$ 1,000	\$ 2,100	\$ 3,100
Sonoma County Water Agency	\$ 35,605	\$ 74,771	\$ 110,376
PROGRAM TOTAL	\$ 90,880	\$ 190,848	\$ 281,728

Combined Program Totals	\$ 500,000	\$ 1,050,000	\$ 1,550,000
Water Agency Program Administration	\$ 130,000	\$ -	\$ 130,000
Sonoma-Mendocino Immediate Drought Relief Project Total	\$ 630,000	\$ 1,050,000	\$ 1,680,000



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 19, 2014

Vote Requirement: Majority

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

Staff Name and Phone Number:

Randy Osborn (707) 565-3294

Supervisorial District(s):

Title: Annual Financing for the Alternative Method of Property Tax Allocation (Teeter Plan) for Delinquent Property Taxes for the Fiscal Year Ending 2013-14

Recommended Actions:

Approve resolution authorizing the \$6.4 million annual financing used to advance delinquent taxes to taxing jurisdictions in fiscal year 2013-14 and the renewal of prior delinquent tax anticipation notes as authorized by the Alternative Method of Property Tax Allocation.

Executive Summary:

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

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

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

Notes is paid from the Tax Loss Reserve Fund.

The penalties and interest portion of delinquent secured tax collections is deposited to the Tax Loss Reserve Fund. The Tax Loss Reserve Fund is required by state law to maintain a minimum of 1% of the current secured property tax levy to ensure that sufficient funds are available to repay the Notes in the event that the full value of the delinquent taxes are not recovered. Sonoma County's internal Teeter Policy requires a restricted reserve amount equal to 2% of levy, or approximately \$15.9 million based on the estimated levy for 2014-15. The required reserve is fully funded.

Delinquent secured taxes totaled \$18.9 million at the start of 2014-15, down from \$22.7 million at the start of 2013-14. The secured roll delinquency rate decreased from 1.6% in 2012-13 to 1.2% in 2013-14.

Interest expense on the Notes is calculated on the outstanding balance of delinquent secured taxes and is estimated to be \$150,000 in 2014-15.

This financing process has no impact on Teeter revenues currently budgeted in Fiscal Year 2014-2015.

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

Prior Board Actions:

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

Strategic Plan Alignment Not Applicable

Fiscal Summary - FY 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):

This financing process has no impact on Teeter revenues currently budgeted in Fiscal Year 2014-15.

Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Resolution			
Related Items “On File” with the Clerk of the Board:			
Notes for renewal of Series 2004-1, 2005-1, 2006-1, 2007-1, 2008-1, 2009-1, 2010-1, 2011-1, 2012-1, and 2013-1 Sonoma County Delinquent Tax Anticipation Note and for issuance of Series 2014-1 Delinquent Tax Anticipation Note.			



County of Sonoma
State of California

Date: August 19, 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 Renewal Of County Of Sonoma Delinquent Tax Anticipation Note Series 2004-1, 2005-1, 2006-1, 2007-01, 2008-1, 2009-1, 2010-1, 2011-1, 2012-1 And 2013-1 In An Aggregate Principal Amount Not To Exceed \$13,500, \$30,300, \$83,300, \$221,500, \$549,600, \$1,151,200, \$1,873,100, \$2,162,400, \$2,676,200 And \$3,727,200 Respectively, And Authorizing The Issuance Of County Of Sonoma 2014-1 Delinquent Tax Anticipation Note In An Aggregate Principal Amount Not To Exceed \$6,421,400.

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

Whereas, in Resolution No. 13-0322 the Board of Supervisors authorized the renewal of Series 2003-1, Series 2004-1, Series 2005-1, Series 2006-1, Series 2007-1, Series 2008-1, Series 2009-1, Series 2010-1, Series 2011-1, Series 2012-1, and the issue of Series 2013-1 in amounts not to exceed \$13,100, \$13,400, \$54,000, \$126,000, \$372,200, \$928,700, \$2,042,200, \$2,868,000, \$3,414,600, \$4,206,300, and \$8,702,600 respectively, and

Whereas, the Board of Supervisors needs to renew Series 2004-1, 2005-1, 2006-1, 2007-1, 2008-1, 2009-1, 2010-1, 2011-1, 2012-1 and 2013-1 for amounts not to exceed \$13,500, \$30,300, \$83,300, \$221,500, \$549,600, \$1,151,200, \$1,873,100, \$2,162,400, \$2,676,200, and \$3,727,200 respectively, and issue Series 2014-1 for an amount not to exceed \$6,421,400

Now, Therefore, Be It Resolved,

1. Renewal of the Notes to Fund Payment of Delinquent Taxes to Jurisdictions. The Board authorizes renewal of the note Series 2004-1, 2005-1, 2006-1, 2007-1, 2008-1, 2009-1, 2010-1, 2011-1, 2012-1 and 2013-1 for amounts not to exceed \$13,500, \$30,300, \$83,300, \$221,500, \$549,600, \$1,151,200, \$1,873,100, \$2,162,400, \$2,676,200, and \$3,727,200 respectively. Since the County is exercising its option to renew the notes, the County agrees to pay the amount of all interest currently due on the notes prior to the maturity date of August 1, 2015, plus twenty percent of the principal amount of the penalty and interest component until such component is repaid. The note shall be for a term of one year, renewable at the option of the County for up to one, two, three, four, five, six, seven, eight, nine and ten one-year terms

Resolution #

Date:

Page 2

respectively.

2. Issuance of Series 2014-1 Note to Fund Payment of Fiscal Year 2013-2014 Delinquent Taxes to Jurisdictions. The Board authorizes issuance of a note in an aggregate principal amount not to exceed \$6,421,400 to fund payment of outstanding delinquencies to participating jurisdictions, as anticipated by the Alternate Method. The note shall be for a term of one year, renewable at the option of the County for up to ten one-year terms. The note shall be designated "Sonoma County Delinquent Tax Anticipation Note" (hereinafter "the Note") and is being issued pursuant to the provisions of Government Code sections 53850 - 53858. Interest on the note shall be payable at the average rate paid on investments held by the Sonoma County Treasury (the "Pool" rate).

As security for the note, the County pledges all secured taxes collected which were delinquent as of June 30, 2014, and penalties and interest thereon. As additional security, the County agrees to pay any amounts available from the Tax Loss Reserve Fund should the pledged security described herein be insufficient to satisfy the County's annual obligation on the note. The Note shall be callable and redeemable in whole or in part at any time following its issuance and before maturity by the Board giving the registered owner of the Note 60 days prior written notice. The price for redemption shall be the prorated unpaid balance of principal and accrued interest at the date of redemption without penalty or premium. This Note is not a lien, or liability against the County, or against the Board of Supervisors of the County, or against any property, or funds of the County, or said Board of Supervisors, except as provided in the Resolution, and neither the payment of the principal hereof nor any part thereof, nor of any interest here on, constitutes a debt, liability or obligation of the County except as provided in the Resolution or the Law. The Note is only an obligation of the Special Fund described in the Resolution and is not a general obligation of the County.

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

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: August 19, 2014

Vote Requirement: Majority

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

Staff Name and Phone Number:

Cathy Patton (707) 565-2073

Supervisorial District(s):

Countywide

Title: Quarterly Treasury Financial Report

Recommended Actions:

To review and approve the quarterly Treasury Financial Report – April 1 through June 30, 2014

Executive Summary:

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

The Pooled Investment Fund (Fund) is comprised of deposits from multiple agencies within the County of Sonoma, the largest of which are: Trust Funds, 24.5%; School Districts, 24.4%; the County, 24.3%; and Special Districts making up the remainder. With the primary objective being the preservation of capital, deposits are strategically invested to provide a reasonable return, pending their use for governmental purposes. A secondary objective is to provide sufficient liquidity to meet all reasonably anticipated operating requirements. And finally, the third objective is to attain a rate of return through budgetary and economic cycles, consistent with the risk limitations, prudent investment principles and cash flow characteristics mentioned above. In order to meet these three objectives the Fund is invested in high credit quality debt securities with the majority of maturities under 5 years as proscribed in California Government Code. The bulk of the investments held by the Fund are comprised of debt from: U.S. Treasury, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Federal Farm Credit and the Federal Home Loan Banks. As the two primary objectives are safety of capital and liquidity, the interest rate earned by the Fund is commensurate with other funds comprised of investments with high credit quality and relatively short maturities.

SONOMA COUNTY POOLED INVESTMENTS PROGRAM – For the Quarter Ending June 30, 2014

Beginning Fund Balance	\$1,527,675,837
Ending Fund Balance	\$1,493,018,401
Average Daily Fund Balance	\$1,613,788,094
Total Interest Earned (after fees)	\$ 1,975,822
Interest Rate (after fees)	0.491
Interest Rate (before fees)	0.609

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

Total Treasury Balance \$1,825,054,477

We respectfully submit the quarterly investment report for the quarter ending June 30, 2014.

Prior Board Actions:

A financial report is submitted from the Sonoma County Treasury on a quarterly basis

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary - FY 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:			
Quarterly Report and Certification of the County Treasurer – Quarter Ending June 30, 2014			
Related Items “On File” with the Clerk of the Board:			

**QUARTERLY REPORT AND CERTIFICATION
OF THE COUNTY TREASURER
For Quarter Ending June 30, 2014**

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

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

COMPLIANCE CERTIFICATION

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

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



David E. Sundstrom
Treasurer
County of Sonoma

**SONOMA COUNTY POOLED INVESTMENT PROGRAM
For Quarter Ending June 30, 2014**

BEGINNING FUND BALANCE (4/01/2014)	\$1,527,675,837
ENDING FUND BALANCE	\$1,493,018,401
AVERAGE DAILY FUND BALANCE	\$1,613,788,094
TOTAL INTEREST EARNED (after fees)	\$1,975,822
INTEREST RATE (after fees)	0.491
INTEREST RATE (before fees)	0.609

TOTAL FUNDS MANAGED BY TREASURY

TOTAL TREASURY BALANCE (including deferred compensation, tobacco endowment, special TRAN investments, active bank accounts and money in transit)	\$1,825,054,477
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SONOMA COUNTY QUARTERLY INVESTMENT REPORT
For Quarter Ending June 30, 2014

INVESTMENT POOL YIELD:

The yield during this quarter is .609% before fees and .491% after fees.

MARKET VALUE:

The market value of the portfolio as of June 30, 2014, is at 99.82% of cost. The market values are up from the last Quarterly Report. Market values were obtained from SunGard Financial Systems and Bloomberg.

REVERSE REPURCHASE AGREEMENTS:

The pool has no reverse repurchase agreements.

WEIGHTED AVERAGE MATURITY:

The weighted average days to maturity is 791 days.

Excluding SCEIP investments, the weighted average days to maturity is 679 days.

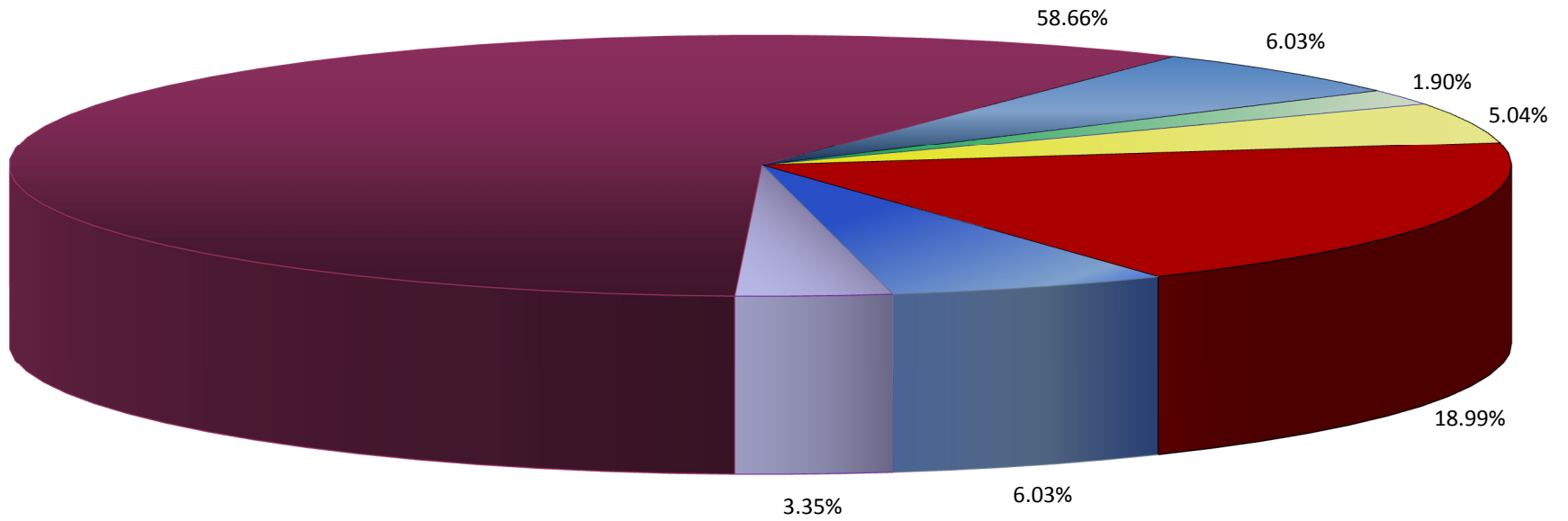
CHARTS:

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

DETAILED LISTING OF INVESTMENTS:

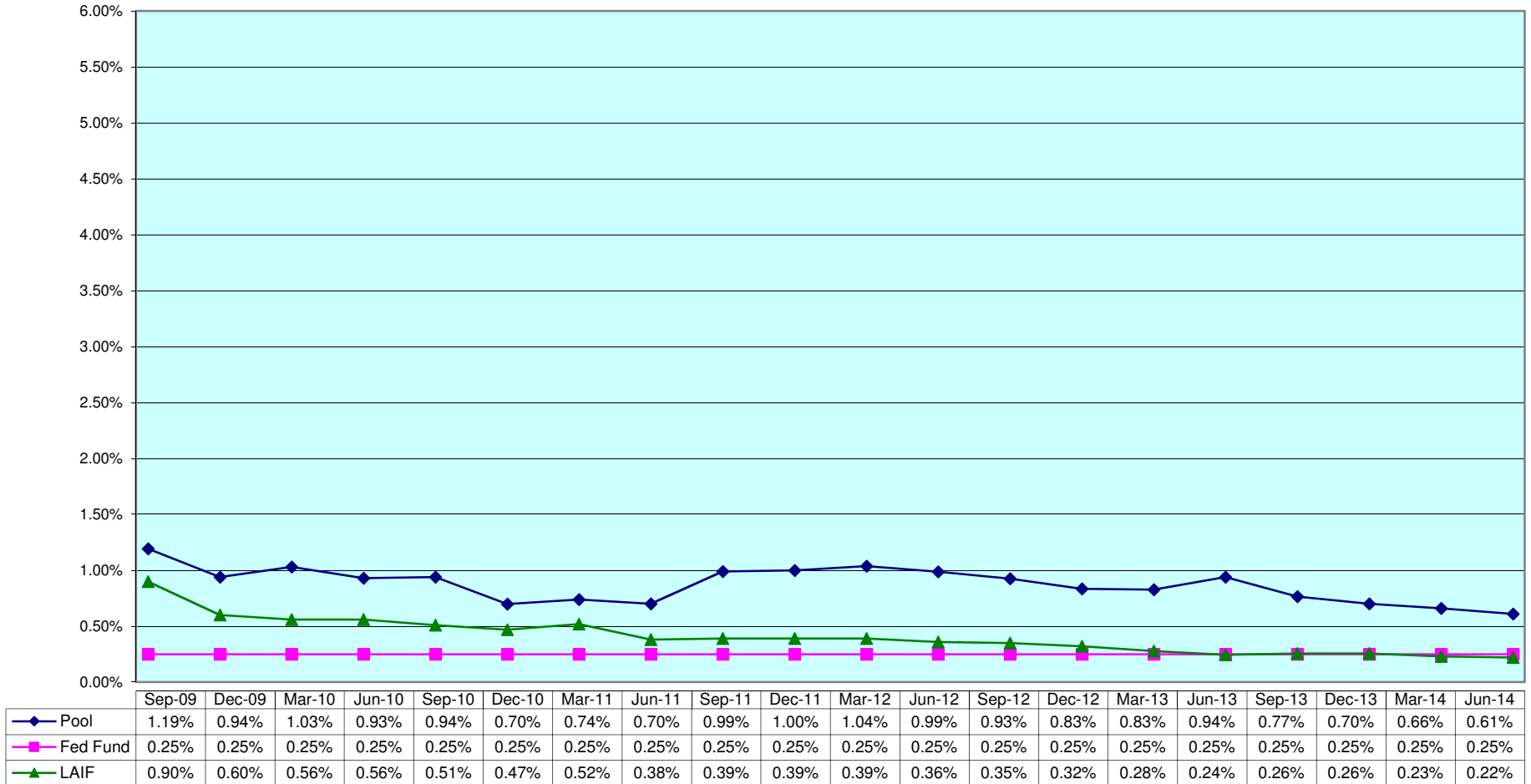
A detailed listing of all investments for the Pooled Investment Fund is located at the end of this report.

SONOMA COUNTY'S POOLED INVESTMENTS AS OF 6/30/2014



- GOVERNMENT POOLS & JPA's
- OTHER GOVERNMENTS
- TREASURY BILLS AND NOTES
- CASH, CHECKS, AND WARRANTS
- MONEY MARKET MUTUAL FUNDS
- CORPORATE NOTES AND BONDS
- COMMERCIAL PAPER

SONOMA COUNTY TREASURER INVESTMENT POOL QUARTERLY YIELD COMPARISON



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

**SONOMA COUNTY POOLED INVESTMENTS
AS OF 6/30/2014**

BOOK VALUE

CHECKS AND WARRANTS IN TRANSIT	\$1,858,280
CASH IN VAULT	\$171,239
CASH IN BANK	\$26,427,205
TREASURY BILLS AND NOTES	\$90,093,697
BANKERS ACCEPTANCES	\$0
OTHER GOVERNMENTS	\$875,763,458
COMMERCIAL PAPER	\$90,000,000
CORPORATE BONDS AND NOTES	\$283,503,141
NEGOTIABLE CERTIFICATES OF DEPOSIT	\$0
OTHER GOVERNMENT POOLS AND JPA'S	\$49,955,135
MONEY MARKET MUTUAL FUNDS	\$75,246,247
TOTAL	\$1,493,018,401

**SONOMA COUNTY TREASURY POOLED INVESTMENT INVENTORY
AS OF JUNE 30, 2014**



Description	Maturity Date	Purchase Date	Coupon Rate	Trading Yield	Current Par / Shares	Current Book / Shares
TREASURY NOTES	07/31/2014	11/04/2013	2.62500	.11798	10,000,000.00	10,020,649.39
TREASURY NOTES	07/31/2014	11/04/2013	2.62500	.11798	10,000,000.00	10,020,649.39
TREASURY NOTES	07/31/2014	11/26/2013	2.62500	.12748	15,000,000.00	15,030,886.26
TREASURY NOTES	07/31/2014	11/26/2013	2.62500	.12748	10,000,000.00	10,020,590.84
TREASURY NOTES	05/15/2015	11/27/2012	.25000	.31363	15,000,000.00	14,991,709.55
TREASURY NOTES	06/15/2015	11/27/2012	.37500	.32110	15,000,000.00	15,007,695.96
TREASURY NOTES	07/31/2015	11/27/2013	.25000	.24065	15,000,000.00	15,001,515.20
SUBTOTAL TREASURY BILLS AND NOTES		6.03%			90,000,000.00	90,093,696.59
GRRCD NOTE	08/15/2014	05/19/2014	1.20000	1.20000	750,000.00	750,000.00
SCEIP 2009A-5	09/02/2014	08/03/2009	3.00000	3.00000	327.75	327.75
SCEIP 2009B-5	09/02/2014	09/01/2009	3.00000	3.00000	747.67	747.67
FEDERAL FARM CREDIT BANK 2013 SERIES A	11/04/2014	12/04/2013	.16000	.16000	10,000,000.00	10,000,000.00
2013 SERIES B	11/15/2014	08/28/2013	.42000	.42000	1,665,000.00	1,665,000.00
FEDERAL HOME LOAN BANK	11/15/2014	08/28/2013	.42000	.42000	430,000.00	430,000.00
FEDERAL HOME LOAN BANK	01/16/2015	04/16/2014	.11000	.12228	15,000,000.00	14,999,001.38
FEDERAL HOME LOAN BANK	02/18/2015	12/12/2013	.21000	.21509	10,000,000.00	9,999,678.53
FEDERAL HOME LOAN BANK	02/26/2015	02/26/2014	.21000	.21000	5,000,000.00	5,000,000.00
AIRPORT NOTE 2015-1	03/31/2015	03/31/2014	1.40000	1.40000	1,000,000.00	1,000,000.00
FHLMC	04/17/2015	12/06/2013	.50000	.20032	10,000,000.00	10,023,806.83
FEDERAL HOME LOAN BANK	04/24/2015	03/26/2014	.20000	.20000	10,000,000.00	10,000,000.00
FAIR 2014-1	06/15/2015	06/30/2014	1.40000	1.40000	1,000,000.00	1,000,000.00
HRMS 2014-1	06/15/2015	06/30/2014	1.40000	1.40000	875,000.00	875,000.00
FEDERAL FARM CREDIT BANK	06/18/2015	12/18/2013	.25000	.25000	5,000,000.00	5,000,000.00
SCEIP 2009C-5	09/02/2015	11/02/2009	3.00000	3.00000	10,011.88	10,011.88
SCEIP 2009D-5	09/02/2015	12/01/2009	3.00000	3.00000	1,063.89	1,063.89
SCEIP 2010A-5	09/02/2015	01/04/2010	3.00000	3.00000	5,751.55	5,751.55
SCEIP 2010B-5	09/02/2015	03/01/2010	3.00000	3.00000	23,713.52	23,713.52
SCEIP 2010C-5	09/02/2015	04/01/2010	3.00000	3.00000	3,867.79	3,867.79
SCEIP 2010D-5	09/02/2015	06/30/2010	3.00000	3.00000	1,703.96	1,703.96
FEDERAL NATL MTG ASSN	10/09/2015	11/13/2013	.48000	.38456	8,500,000.00	8,510,293.55
FEDERAL FARM CREDIT BANK	10/15/2015	12/26/2012	.42000	.42000	10,000,000.00	10,000,000.00
FEDERAL FARM CREDIT BANK	10/15/2015	04/15/2013	.32000	.36022	10,000,000.00	9,994,841.20
FEDERAL FARM CREDIT BANK	11/04/2015	11/22/2013	.35000	.30624	5,000,000.00	5,002,930.84
2013 SERIES A	11/15/2015	08/28/2013	.75000	.75000	1,680,000.00	1,680,000.00
2013 SERIES B	11/15/2015	08/28/2013	.75000	.75000	435,000.00	435,000.00
FEDERAL FARM CREDIT BANK	12/23/2015	12/23/2013	.35000	.38768	10,000,000.00	9,994,452.05
FEDERAL FARM CREDIT BANK	01/19/2016	04/19/2013	.34000	.34000	7,000,000.00	7,000,000.00
FHLMC	01/28/2016	12/06/2013	.50000	.40668	10,000,000.00	10,014,639.08
FEDERAL FARM CREDIT BANK	02/01/2016	04/11/2013	.40000	.40000	10,000,000.00	10,000,000.00
FEDERAL HOME LOAN BANK	03/24/2016	03/24/2014	.45000	.45000	5,000,000.00	5,000,000.00
FHLMC	04/04/2016	10/04/2012	.60000	.60000	5,850,000.00	5,850,000.00
FEDERAL NATL MTG ASSN	04/18/2016	11/21/2013	.55000	.52906	5,000,000.00	5,001,868.60
FEDERAL FARM CREDIT BANK	04/20/2016	04/20/2011	.22300	.22815	10,000,000.00	9,999,098.24
FEDERAL HOME LOAN BANK	04/22/2016	04/22/2013	.47000	.47000	10,000,000.00	10,000,000.00
FEDERAL NATL MTG ASSN	04/29/2016	12/06/2013	.62500	.49473	10,000,000.00	10,023,666.27
FEDERAL FARM CREDIT BANK	05/02/2016	08/02/2012	.59000	.61708	10,000,000.00	9,995,084.49
FEDERAL NATL MTG ASSN	05/20/2016	11/20/2013	.50000	.51008	3,000,000.00	2,999,433.38
FHLMC	06/17/2016	03/17/2014	.50000	.50000	10,000,000.00	10,000,000.00
FEDERAL FARM CREDIT BANK	06/27/2016	09/27/2012	.59000	.59000	5,000,000.00	5,000,000.00
FEDERAL FARM CREDIT BANK	06/27/2016	09/28/2012	.59000	.59000	15,650,000.00	15,650,000.00
FHLMC	06/27/2016	12/27/2013	.50000	.52016	5,000,000.00	4,998,009.31
FHLMC	06/27/2016	12/27/2013	.52000	.52000	5,000,000.00	5,000,000.00
FHLMC	06/27/2016	12/27/2013	.50000	.50000	5,000,000.00	5,000,000.00

**SONOMA COUNTY TREASURY POOLED INVESTMENT INVENTORY
AS OF JUNE 30, 2014**



Description	Maturity Date	Purchase Date	Coupon Rate	Trading Yield	Current Par / Shares	Current Book / Shares
FHLMC	06/30/2016	03/28/2014	.62500	.63624	10,000,000.00	9,997,787.88
FHLMC	06/30/2016	03/28/2014	.62500	.63624	5,000,000.00	4,998,893.93
FEDERAL NATL MTG ASSN	07/05/2016	01/09/2014	.37500	.60528	5,000,000.00	4,977,219.34
FEDERAL HOME LOAN BANK	07/15/2016	04/15/2013	.55000	.55625	10,000,000.00	9,998,744.73
FEDERAL NATL MTG ASSN	08/15/2016	02/15/2013	.60000	.62893	10,000,000.00	9,993,923.28
FHLMC	08/26/2016	05/30/2014	.58000	.58000	5,000,000.00	5,000,000.00
AIRPORT NOTE 2014-1	09/10/2016	09/19/2013	1.60000	1.60000	3,500,000.00	3,500,000.00
FHLMC	09/14/2016	03/14/2013	.65000	.65000	10,000,000.00	10,000,000.00
FEDERAL FARM CREDIT BANK	09/26/2016	09/27/2012	.68000	.68000	12,875,000.00	12,875,000.00
FEDERAL NATL MTG ASSN	09/26/2016	03/26/2013	.65000	.65000	10,000,000.00	10,000,000.00
FHLMC	09/27/2016	03/27/2014	.72500	.72500	12,000,000.00	12,000,000.00
FEDERAL HOME LOAN BANK	10/03/2016	04/03/2013	.64000	.64000	11,750,000.00	11,750,000.00
FEDERAL HOME LOAN BANK	10/11/2016	04/11/2013	.62500	.62500	10,000,000.00	10,000,000.00
FEDERAL HOME LOAN BANK	10/17/2016	11/30/2012	.62500	.62500	14,795,000.00	14,795,000.00
FEDERAL HOME LOAN BANK	10/24/2016	11/09/2012	.62500	.63140	10,000,000.00	9,998,536.28
FEDERAL HOME LOAN BANK	10/25/2016	01/25/2013	.65000	.65000	6,530,000.00	6,530,000.00
FHLMC	11/14/2016	05/12/2014	.80000	.80000	10,000,000.00	10,000,000.00
2013 SERIES A	11/15/2016	08/28/2013	1.14000	1.14000	1,695,000.00	1,695,000.00
2013 SERIES B	11/15/2016	08/28/2013	1.14000	1.14000	435,000.00	435,000.00
FEDERAL FARM CREDIT BANK	11/21/2016	12/04/2012	.62000	.63278	10,350,000.00	10,346,876.43
FEDERAL HOME LOAN BANK	12/05/2016	12/05/2012	.61000	.61000	11,000,000.00	11,000,000.00
FEDERAL NATL MTG ASSN	12/27/2016	12/27/2013	.75000	.75000	5,000,000.00	5,000,000.00
FEDERAL HOME LOAN BANK	01/25/2017	01/25/2013	.70000	.70000	2,750,000.00	2,750,000.00
FHLMC	03/21/2017	03/21/2013	.80000	.80000	10,000,000.00	10,000,000.00
AIRPORT NOTE 2014-3	04/01/2017	05/02/2014	1.40000	.09677	10,000,000.00	10,000,000.00
FEDERAL FARM CREDIT BANK	06/05/2017	12/05/2012	.77000	.78360	25,000,000.00	24,990,231.30
FHLMC	07/24/2017	07/24/2012	1.12500	1.13532	20,000,000.00	19,993,871.82
FEDERAL FARM CREDIT BANK	08/07/2017	08/07/2012	.97000	.97000	15,000,000.00	15,000,000.00
FEDERAL HOME LOAN BANK	08/09/2017	08/09/2012	1.00000	1.00514	15,000,000.00	14,997,669.04
FEDERAL NATL MTG ASSN	08/16/2017	08/16/2012	.75000	.75408	10,000,000.00	9,998,749.14
FEDERAL NATL MTG ASSN	08/23/2017	08/23/2012	.95000	.95000	10,000,000.00	10,000,000.00
FEDERAL NATL MTG ASSN	08/28/2017	08/28/2012	1.10000	1.10000	5,000,000.00	5,000,000.00
FEDERAL NATL MTG ASSN	08/30/2017	11/30/2012	.90000	.90000	12,500,000.00	12,500,000.00
FEDERAL HOME LOAN BANK	09/06/2017	09/06/2012	1.08000	1.08000	7,425,000.00	7,425,000.00
FHLMC	09/12/2017	09/17/2012	1.00000	1.00000	10,000,000.00	10,000,000.00
FEDERAL FARM CREDIT BANK	10/10/2017	10/10/2012	.90000	.90000	10,000,000.00	10,000,000.00
FEDERAL HOME LOAN BANK	10/16/2017	10/16/2012	1.00000	1.00000	10,000,000.00	10,000,000.00
FEDERAL HOME LOAN BANK	10/23/2017	10/26/2012	.90000	.92054	10,000,000.00	9,993,362.56
FEDERAL NATL MTG ASSN	10/30/2017	02/27/2013	.85000	.89928	10,760,000.00	10,742,729.39
FEDERAL NATL MTG ASSN	11/08/2017	11/09/2012	.70000	.71022	10,000,000.00	9,996,641.06
2013 SERIES A	11/15/2017	08/28/2013	1.55000	1.55000	1,715,000.00	1,715,000.00
2013 SERIES B	11/15/2017	08/28/2013	1.55000	1.55000	445,000.00	445,000.00
FEDERAL FARM CREDIT BANK	11/20/2017	11/20/2012	.85000	.85000	10,000,000.00	10,000,000.00
FEDERAL NATL MTG ASSN	11/27/2017	11/27/2012	.90000	.90000	15,000,000.00	15,000,000.00
FEDERAL HOME LOAN BANK	11/28/2017	11/28/2012	.92000	.92000	20,000,000.00	20,000,000.00
FEDERAL NATL MTG ASSN	12/13/2017	12/13/2012	.80000	.80000	10,000,000.00	10,000,000.00
FEDERAL NATL MTG ASSN	12/13/2017	12/13/2012	.70000	.72550	10,000,000.00	9,991,367.75
FHLMC	12/20/2017	12/20/2012	.92000	.92000	13,810,000.00	13,810,000.00
FEDERAL HOME LOAN BANK	12/28/2017	12/28/2012	.95000	.95000	15,000,000.00	15,000,000.00
FHLMC	01/11/2018	01/11/2013	1.00000	1.00822	15,000,000.00	14,995,761.22
FHLMC	01/16/2018	01/16/2013	1.05000	1.05000	20,000,000.00	20,000,000.00
FEDERAL HOME LOAN BANK	01/30/2018	01/30/2013	1.00000	1.00000	10,000,000.00	10,000,000.00
FHLMC	04/02/2018	04/02/2013	1.12500	1.12500	10,000,000.00	10,000,000.00
FEDERAL HOME LOAN BANK	04/30/2018	04/30/2013	.75000	.75000	10,000,000.00	10,000,000.00
FHLMC	04/30/2018	04/30/2013	1.05000	1.05000	5,000,000.00	5,000,000.00

**SONOMA COUNTY TREASURY POOLED INVESTMENT INVENTORY
AS OF JUNE 30, 2014**



Description	Maturity Date	Purchase Date	Coupon Rate	Trading Yield	Current Par / Shares	Current Book / Shares
FEDERAL HOME LOAN BANK	06/12/2018	06/12/2013	1.40000	1.40727	10,000,000.00	9,997,236.03
FHLMC	06/26/2018	06/26/2013	1.40000	1.40000	5,000,000.00	5,000,000.00
FEDERAL NATL MTG ASSN	08/28/2018	08/28/2013	1.85000	1.85000	10,000,000.00	10,000,000.00
FHLMC	12/26/2018	12/26/2013	1.80000	1.80000	5,000,000.00	5,000,000.00
FEDERAL HOME LOAN BANK	06/10/2019	06/10/2014	.50000	.50000	10,000,000.00	10,000,000.00
SCEIP 2009A-10	09/02/2019	07/01/2009	3.00000	3.00000	54,048.89	54,048.89
SCEIP 2009B-10	09/02/2019	08/03/2009	3.00000	3.00000	96,992.59	96,992.59
SCEIP 2009C-10	09/02/2019	09/01/2009	3.00000	3.00000	58,674.00	58,674.00
SCEIP 2009D-10	09/02/2019	10/01/2009	3.00000	3.00000	537,540.34	537,540.34
SCEIP 2009E-10	09/02/2020	11/02/2009	3.00000	3.00000	92,490.16	92,490.16
SCEIP 2009F-10	09/02/2020	12/01/2009	3.00000	3.00000	61,063.99	61,063.99
SCEIP 2010A-10	09/02/2020	01/04/2010	3.00000	3.00000	124,135.44	124,135.44
SCEIP 2010B-10	09/02/2020	02/01/2010	3.00000	3.00000	57,902.63	57,902.63
SCEIP 2010C-10	09/02/2020	03/01/2010	3.00000	3.00000	124,448.25	124,448.25
SCEIP 2010D-10	09/02/2020	04/01/2010	3.00000	3.00000	82,665.06	82,665.06
SCEIP 2010E-10	09/02/2020	05/03/2010	3.00000	3.00000	36,127.77	36,127.77
SCEIP 2010F-10	09/02/2020	06/01/2010	3.00000	3.00000	145,942.21	145,942.21
SCEIP 2010G-10	09/02/2020	06/30/2010	3.00000	3.00000	129,430.89	129,430.89
SCEIP 2010H-10	09/02/2020	08/02/2010	3.00000	3.00000	170,548.42	170,548.42
SCEIP 2010I-10	09/02/2020	09/01/2010	3.00000	3.00000	45,476.74	45,476.74
SCEIP 2010J-10	09/02/2021	10/01/2010	3.00000	3.00000	40,448.57	40,448.57
SCEIP 2010L-10	09/02/2021	12/01/2010	3.00000	3.00000	200,393.16	200,393.16
SCEIP 2011A-10	09/02/2021	01/03/2011	3.00000	3.00000	32,492.21	32,492.21
SCEIP 2011B-10	09/02/2021	02/01/2011	3.00000	3.00000	69,093.30	69,093.30
SCEIP 2011C-10	09/02/2021	03/01/2011	3.00000	3.00000	61,430.77	61,430.77
SCEIP 2011D-10	09/02/2021	04/01/2011	3.00000	3.00000	221,162.93	221,162.93
SCEIP 2011E-10	09/02/2021	05/02/2011	3.00000	3.00000	27,003.60	27,003.60
SCEIP 2011F-10	09/02/2021	06/01/2011	3.00000	3.00000	140,793.77	140,793.77
SCEIP 2011G-10	09/02/2021	06/30/2011	3.00000	3.00000	33,470.89	33,470.89
SCEIP 2011H-10	09/02/2021	08/01/2011	3.00000	3.00000	141,510.62	141,510.62
SCEIP 2011I-10	09/02/2021	09/01/2011	3.00000	3.00000	97,616.93	97,616.93
SCEIP 2010K-10	09/21/2021	11/01/2010	3.00000	3.00000	9,882.26	9,882.26
SCEIP 2011J-10	09/02/2022	10/03/2011	3.00000	3.00000	11,298.96	11,298.96
SCEIP 2011K-10	09/02/2022	11/01/2011	3.00000	3.00000	106,242.62	106,242.62
SCEIP 2011L-10	09/02/2022	12/01/2011	3.00000	3.00000	26,203.17	26,203.17
SCEIP 2012A-10	09/02/2022	01/03/2012	3.00000	3.00000	23,409.82	23,409.82
SCEIP 2012B-10	09/02/2022	02/01/2012	3.00000	3.00000	12,715.68	12,715.68
SCEIP 2012C-10	09/02/2022	03/01/2012	3.00000	3.00000	11,017.34	11,017.34
SCEIP 2012D-10	09/02/2022	04/02/2012	3.00000	3.00000	27,690.78	27,690.78
SCEIP 2012F-10	09/02/2022	06/01/2012	3.00000	3.00000	54,926.66	54,926.66
SCEIP 2012G-10	09/02/2022	06/29/2012	3.00000	3.00000	7,028.30	7,028.30
SCEIP 2012H-10	09/02/2022	08/01/2012	3.00000	3.00000	57,882.33	57,882.33
SCEIP 2012I-10	09/02/2022	09/04/2012	3.00000	3.00000	5,877.73	5,877.73
SCEIP 2012J-10	09/02/2023	11/01/2012	3.00000	3.00000	88,671.04	88,671.04
SCEIP 2012K-10	09/02/2023	12/03/2012	3.00000	3.00000	9,043.48	9,043.48
SCEIP 2013A-10	09/02/2023	01/02/2013	3.00000	3.00000	10,060.78	10,060.78
SCEIP 2013C-10	09/02/2023	03/01/2013	3.00000	3.00000	59,115.46	59,115.46
SCEIP 2013D-10	09/02/2023	04/01/2013	3.00000	3.00000	21,733.95	21,733.95
SCEIP 2013E-10	09/02/2023	05/01/2013	3.00000	3.00000	19,939.24	19,939.24
SCEIP 2013F-10	09/02/2023	06/03/2013	3.00000	3.00000	43,761.63	43,761.63
SCEIP 2013H-10	09/02/2023	08/01/2013	3.00000	3.00000	38,852.10	38,852.10
SCEIP 2013I-10	09/02/2023	09/03/2013	3.00000	3.00000	34,240.10	34,240.10
SCEIP 2013J-10	09/02/2024	10/01/2013	3.00000	3.00000	123,747.33	123,747.33
SCEIP 2013K-10	09/02/2024	11/01/2013	3.00000	3.00000	28,255.28	28,255.28
SCEIP 2013L-10	09/02/2024	12/02/2013	3.00000	3.00000	115,571.87	115,571.87

**SONOMA COUNTY TREASURY POOLED INVESTMENT INVENTORY
AS OF JUNE 30, 2014**



Description	Maturity Date	Purchase Date	Coupon Rate	Trading Yield	Current Par / Shares	Current Book / Shares
SCEIP 2014A-10	09/02/2024	01/02/2014	3.00000	3.00000	73,379.25	73,379.25
SCEIP 2014B-10	09/02/2024	02/03/2014	3.00000	3.00000	39,287.24	39,287.24
SCEIP 2014C-10	09/02/2024	03/03/2014	3.00000	3.00000	50,024.30	50,024.30
SCEIP 2014D-10	09/02/2024	04/01/2014	3.00000	3.00000	17,301.50	17,301.50
SCEIP 2014E-10	09/02/2024	05/01/2014	3.00000	3.00000	10,235.28	10,235.28
SCEIP 2014F-10	09/02/2024	06/02/2014	3.00000	3.00000	3,657.91	3,657.91
SCEIP 2014G-10	09/02/2024	06/30/2014	3.00000	3.00000	63,935.60	63,935.60
SCEIP 2009B-20	09/02/2029	06/01/2009	3.00000	3.00000	205,188.74	205,188.74
SCEIP 2009C-20	09/02/2029	07/01/2009	3.00000	3.00000	289,132.20	289,132.20
SCEIP 2009D-20	09/02/2029	08/03/2009	3.00000	3.00000	539,543.25	539,543.25
SCEIP 2009E-20	09/02/2029	09/01/2009	3.00000	3.00000	3,002,707.30	3,002,707.30
SCEIP 2009F-20	09/02/2029	10/01/2009	3.00000	3.00000	1,171,138.43	1,171,138.43
SCEIP 2009G-20	09/02/2030	11/02/2009	3.00000	3.00000	1,191,969.05	1,191,969.05
SCEIP 2009H-20	09/02/2030	12/01/2009	3.00000	3.00000	1,950,445.52	1,950,445.52
SCEIP 2010A-20	09/02/2030	01/04/2010	3.00000	3.00000	1,998,662.34	1,998,662.34
SCEIP 2010B-20	09/02/2030	02/01/2010	3.00000	3.00000	1,379,801.37	1,379,801.37
SCEIP 2010C-20	09/02/2030	03/01/2010	3.00000	3.00000	1,395,903.67	1,395,903.67
SCEIP 2010D-20	09/02/2030	04/01/2010	3.00000	3.00000	1,365,220.12	1,365,220.12
SCEIP 2010E-20	09/02/2030	05/03/2010	3.00000	3.00000	1,101,477.32	1,101,477.32
SCEIP 2010F-20	09/02/2030	06/01/2010	3.00000	3.00000	1,476,436.59	1,476,436.59
SCEIP 2010G-20	09/02/2030	06/30/2010	3.00000	3.00000	1,076,147.18	1,076,147.18
SCEIP 2010H-20	09/02/2030	08/02/2010	3.00000	3.00000	1,177,717.68	1,177,717.68
SCEIP 2010I-20	09/02/2030	09/01/2010	3.00000	3.00000	1,191,191.90	1,191,191.90
SCEIP 2010J-20	09/02/2031	10/01/2010	3.00000	3.00000	631,311.32	631,311.32
SCEIP 2010K-20	09/02/2031	11/01/2010	3.00000	3.00000	1,067,389.56	1,067,389.56
SCEIP 2010L-20	09/02/2031	12/01/2010	3.00000	3.00000	937,442.75	937,442.75
SCEIP 2011A-20	09/02/2031	01/03/2011	3.00000	3.00000	1,069,599.54	1,069,599.54
SCEIP 2011B-20	09/02/2031	02/01/2011	3.00000	3.00000	937,883.87	937,883.87
SCEIP 2011C-20	09/02/2031	03/01/2011	3.00000	3.00000	822,075.50	822,075.50
SCEIP 2011D-20	09/02/2031	04/01/2011	3.00000	3.00000	824,041.44	824,041.44
SCEIP 2011E-20	09/02/2031	05/02/2011	3.00000	3.00000	620,569.82	620,569.82
SCEIP 2011F-20	09/02/2031	06/01/2011	3.00000	3.00000	534,371.52	534,371.52
SCEIP 2011G-20	09/02/2031	06/30/2011	3.00000	3.00000	996,671.05	996,671.05
SCEIP 2014F-20	09/02/2034	06/02/2014	3.00000	3.00000	160,989.28	160,989.28
SCEIP 2014G-20	09/02/2034	06/30/2014	3.00000	3.00000	386,943.26	386,943.26
SUBTOTAL OTHER GOVERNMENTS		58.66%			875,807,052.70	875,763,457.63
TORONTO DOMINION	07/01/2014	12/05/2013	.17000	.17000	20,000,000.00	20,000,000.00
TORONTO DOMINION	07/01/2014	03/04/2014	.12500	.12500	20,000,000.00	20,000,000.00
BNK OF NOVA SCOTIA	07/31/2014	03/26/2014	.17000	.17000	25,000,000.00	25,000,000.00
BNK OF NOVA SCOTIA	08/01/2014	03/13/2014	.19500	.19500	25,000,000.00	25,000,000.00
SUBTOTAL COMMERCIAL PAPER		6.03%			90,000,000.00	90,000,000.00
UNION BANK	09/02/2014	04/08/2014	.16000	.16011	15,000,000.00	14,990,200.00
UNION BANK	10/01/2014	04/08/2014	.18000	.18016	30,000,000.00	29,973,600.00
GE CAP CORP MTN	11/14/2014	03/13/2012	3.75000	1.05036	5,000,000.00	5,049,376.64
GE CAP CORP MTN	01/09/2015	11/25/2013	2.15000	.35538	7,000,000.00	7,065,823.20
GE CAP CORP MTN	01/09/2015	12/16/2013	2.15000	.28282	5,000,000.00	5,048,913.12
WELLS FARGO CO MTN	02/13/2015	10/08/2013	1.25000	.56045	5,000,000.00	5,021,272.62
GE CAP CORP MTN	03/04/2015	11/18/2013	4.87500	.47028	4,469,000.00	4,601,508.42
GE CAP CORP MTN	06/29/2015	11/01/2013	3.50000	.61503	5,000,000.00	5,142,800.01
GE CAP CORP MTN	06/30/2015	04/15/2014	2.37500	.37552	4,000,000.00	4,079,304.13
WALMART	07/01/2015	06/11/2014	4.50000	.22270	5,000,000.00	5,313,643.51

**SONOMA COUNTY TREASURY POOLED INVESTMENT INVENTORY
AS OF JUNE 30, 2014**



Description	Maturity Date	Purchase Date	Coupon Rate	Trading Yield	Current Par / Shares	Current Book / Shares
WELLS FARGO CO MTN	07/01/2015	02/06/2013	1.50000	.78515	7,100,000.00	7,150,289.88
WELLS FARGO CO MTN	07/01/2015	07/02/2013	1.50000	.83019	9,600,000.00	9,663,639.17
WELLS FARGO CO MTN	07/01/2015	08/09/2013	1.50000	.74522	8,645,000.00	8,709,706.77
WELLS FARGO CO MTN	07/01/2015	02/27/2014	1.50000	.46009	5,000,000.00	5,063,617.59
GE CAP CORP MTN	07/02/2015	02/25/2014	1.62500	.43071	5,268,000.00	5,343,657.72
GE CAP CORP MTN	07/02/2015	02/25/2014	1.62500	.41971	4,000,000.00	4,057,893.33
TOYOTA	07/17/2015	05/20/2014	.87500	.24518	15,000,000.00	15,143,201.20
MICROSOFT CORP	09/25/2015	12/09/2013	1.62500	.30018	10,000,000.00	10,163,117.41
GE CAP CORP MTN	11/09/2015	04/17/2014	2.25000	.41014	4,930,000.00	5,052,478.13
GE CAP CORP MTN	11/09/2015	05/01/2014	2.25000	.47044	8,435,000.00	8,637,502.99
GE CAP CORP MTN	01/08/2016	12/06/2013	.82960	.47800	5,000,000.00	5,026,353.53
GE CAP CORP MTN	01/08/2016	12/16/2013	.42960	.52939	5,000,000.00	4,992,523.90
GE CAP CORP MTN	01/08/2016	11/26/2013	1.00000	.68532	5,383,000.00	5,408,554.27
APPLE	05/03/2016	06/10/2013	.45000	.60026	7,000,000.00	6,980,837.21
WELLS FARGO CO MTN	06/15/2016	03/28/2013	3.67600	1.03498	10,000,000.00	10,506,767.67
TOYOTA	06/20/2016	12/20/2012	.38100	.38100	15,000,000.00	15,000,000.00
WELLS FARGO CO MTN	07/20/2016	05/21/2014	1.25000	.75879	5,000,000.00	5,070,880.52
GE CAP CORP MTN	04/27/2017	11/06/2012	2.30000	1.41507	5,000,000.00	5,120,714.77
WELLS FARGO CO MTN	05/08/2017	11/06/2012	2.10000	1.36301	5,000,000.00	5,101,728.11
CATEPILLAR	11/06/2017	12/03/2012	1.25000	1.10708	5,000,000.00	5,023,234.88
GE CAP CORP MTN	12/07/2017	12/07/2012	.75000	.75000	25,000,000.00	25,000,000.00
TOYOTA	12/20/2017	12/20/2012	.48100	.48100	20,000,000.00	20,000,000.00
TOYOTA	10/25/2018	10/25/2013	.87875	.87875	5,000,000.00	5,000,000.00
SUBTOTAL CORPORATE NOTES AND BONDS		18.99%			280,830,000.00	283,503,140.70
CAMP	07/29/2014	07/08/2002	.06309	.06309	62,625,649.08	62,625,649.08
FEDERATED MUTUAL FUND	07/29/2014	09/30/2011	.01879	.01879	12,620,598.03	12,620,598.03
SUBTOTAL MONEY MARKET MUTUAL FUNDS		5.04%			75,246,247.11	75,246,247.11
LOCAL AGENCY INVESTMENT FUND	07/29/2014	11/04/2002	.22124	.22124	49,955,134.99	49,955,134.99
SUBTOTAL GOVERNMENT POOLS AND JPA'S		3.35%			49,955,134.99	49,955,134.99
CASH IN BANK		1.77%			26,427,205.05	26,427,205.05
CHECK AND WARRANTS IN TRANSIT		0.12%			1,858,279.55	1,858,279.55
CASH IN VAULT		0.01%			171,239.18	171,239.18
GRAND TOTAL		100%			1,490,295,158.58	1,493,018,400.80



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: August 19, 2014

Vote Requirement: Majority

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

Staff Name and Phone Number:

Erick Roeser 565-3289

Supervisorial District(s):

4th & 5th

Title: Gold Ridge Resource Conservation District Fund Transfer

Recommended Actions:

Approval of the Resolution of the Board of Supervisors, County of Sonoma, State of California, authorizing the Auditor-Controller Treasurer-Tax Collector to establish a temporary fund transfer for Gold Ridge Resource Conservation District in an amount up to \$750,000.

Executive Summary:

The Gold Ridge Resource Conservation District ("the District") was established in 1941 as one of the original resource conservation districts, and the first in Sonoma County. The 134,000 acre District is located in West Sonoma County and is bordered by Marin County to the south, the Russian River to the north, the Pacific coastline to the west, and the Laguna de Santa Rosa to the east. The diverse resources of the region include rangeland, woodland, wildlife habitat, vineyards, dairies, orchards, cropland, streams, coastal areas, as well as rural and urban areas. The District was established to ensure the continuation of strong, productive, and viable agricultural endeavors in Western Sonoma County by improving soil and water quality in order to provide an economically and ecologically viable and healthy agricultural community.

To that end, the District has applied for and received several awards from federal, state and local sources for specific projects. The following is a brief summary of the major awards and amounts remaining to be billed:

Agency	Contract/Grant Amount	Project
Center for Ecosystem Management and Restoration	\$181,239	Russian River Coho Salmon Partnership Project
State Water Resources Control Board	\$534,827	Estero Americano Watershed Sediment Reduction Project Phase II

State Department of Fish & Wildlife	\$370,275	Fisheries Restoration Grant Program
National Oceanic and Atmospheric Administration	\$454,436	Green Valley Creek Off Channel Winter Refugia Habitat Enhancement Project
Department of Water Resources	\$741,386	North Coast Integrated Regional Water Management Plan Phase 2 and 3
Total	\$2,282,163	

The District must expend the funds prior to reimbursement from awarding agencies. The District does not have adequate cash to cover these upfront expenditures, and has therefore, by resolution, requested a temporary fund transfer under Article XVI, Section 6 of the State Constitution. This fund transfer takes the form of a line of credit with a limit of \$750,000 requested for FY 2014-15 and shall be repaid by the last Monday in April of the current fiscal year. This line of credit is necessary to allow the District to maintain operations prior to reimbursements being received.

Due to the makeup of the District's current revenues and projected cash flow analysis, this temporary fund transfer is anticipated to be repaid by issuing a note to be held as an investment by the County Treasury. This note would provide bridge financing until a new temporary fund transfer is requested and approved in the following fiscal year or until an alternative financing source is identified.

The District currently has a note with the County Treasury in the amount of \$750,000 that serves as bridge financing between April 2014 and August 2014. This note is currently due and payable. The District's cash balance in the County Treasury as of August 15, 2014 is \$286,274.16. In addition, the District has a nominal amount in their Exchange Bank checking account. Accordingly, the District will need to use approximately \$463,726 of proceeds from the new temporary fund transfer to pay off the balance of the current note. The District's annual deficit has been reduced from \$173,089 to \$31,460 and their accumulated deficit is \$188,565 (unaudited).

Your Board has delegated authority to the Auditor-Controller Treasurer-Tax Collector to approve temporary fund transfers to agencies that can secure transfers wholly by revenue collected through the secured property tax system. The District does not receive sufficient property tax support to meet the current temporary fund transfer request. In FY 2013-14, the District received about \$21,000 in property tax revenues; therefore, Board of Supervisors approval is required for a temporary fund transfer secured by revenue from outside sources.

The District has agreed to work with the Auditor-Controller Treasurer-Tax Collector to develop a plan that addresses their structural deficit with the aim of eliminating their annual deficit in FY 2014-15 and working down their accumulated deficit over the next three years. Although the District will continue to require cash advances for working capital, a further goal will be to reduce their working capital need from \$750,000 to \$500,000 within five years.

In summary, the District, in conjunction with the Auditor-Controller Treasurer-Tax Collector, is requesting the Board to approve a temporary fund transfer in an amount not to exceed \$750,000 in order to provide the District with sufficient cash to meet their cash flow needs and repay the current note held by the County Treasury.

Prior Board Actions:			
Last year the board approved a similar transfer on 9/10/13, Resolution No. 13-0336			
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	\$	Total Sources	\$
Narrative Explanation of Fiscal Impacts (If Required):			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
1) Resolution establishing temporary fund transfer. 2) Gold Ridge RCD Resolution.			
Related Items "On File" with the Clerk of the Board:			



County of Sonoma
State of California

Date: August 19, 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 Auditor-Controller Treasurer-Tax-Collector To Establish A Temporary Fund Transfer For Gold Ridge Resource Conservation District In An Amount Up To \$750,000.

Whereas, the Gold Ridge Resource Conservation District (the District) has outstanding awards from State and Federal Grants, and contracts with various local agencies in the amount of \$2,727,135 to complete several water projects that will protect and restore the watersheds within the Districts, and;

Whereas, the District does not have sufficient funds on hand to provide for the operation of the District during the 2014/2015 fiscal year, and;

Whereas, Article XVI, Section 6, of the State Constitution authorizes the temporary transfer of funds in the custody of the County Treasurer upon the approval of the Board of Supervisors, and;

Whereas, the District has anticipated grant revenues of \$2,288,443 and total budgeted revenues \$2,305,465 for fiscal year 2014/2015;

Now, Therefore, Be It Resolved the Board of Supervisors of the County of Sonoma hereby authorizes the establishment of a temporary funds transfer to the District in the amount not to exceed \$750,000.

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

Dated: July 23, 2014

RESOLUTION OF THE GOVERNING BOARD OF GOLD RIDGE RESOURCE CONSERVATION DISTRICT OF THE COUNTY OF SONOMA, STATE OF CALIFORNIA, REQUESTING FUND TRANSFER UNDER ARTICLE XVI, SECTION 6 OF THE STATE CONSTITUTION

RESOLVED by the Governing Board of the GOLD RIDGE RESOURCE CONSERVATION DISTRICT, a District of the County of Sonoma, State of California, that:

WHEREAS, this District does not have sufficient funds on hand to provide for the operation of the District during the 2014/15 fiscal year, and

WHEREAS, Article XVI, Section 6 of the State Constitution authorizes a temporary transfer of funds in the custody of the County Treasurer upon approval of the Board of Supervisors, and

WHEREAS, the revenues to said District for the current fiscal year, July 1, 2014 to June 30, 2015, are budgeted at \$2,709,602;

NOW, THEREFORE, IT IS DETERMINED AND ORDERED as follows:

1. That the Board of Supervisors of the County of Sonoma be and it is hereby requested to authorize a temporary transfer to this District on an as-needed basis of not to exceed \$750,000.00 during the 2014/15 fiscal year; said sum will not exceed 85% of the revenues to said District during said fiscal year.
2. For the convenience of the County Treasurer and County Auditor a schedule of monthly-anticipated cash flow is attached hereto.
3. That the County Treasurer of the County of Sonoma be requested to recommend and the County Auditor of the County of Sonoma be requested to acknowledge said transfer.
4. That certified copies of this resolution be forwarded by the Clerk of this Board to the Board of Supervisors of the County of Sonoma, the County Auditor and County Treasurer of this County.

The foregoing resolution was introduced by _____,
who moved its adoption, seconded by _____, and
adopted on roll call on _____ July 23, 2014 by the
following vote:

<u>Board Member</u>	<u>Vote</u>
<u>Joe Dutton</u>	<u>Aye</u>
<u>Don Petersen</u>	<u>Aye</u>
<u>Ann Cassidy</u>	<u>Aye</u>
<u>Richard Hughes</u>	<u>Aye</u>
<u>Jill Butler</u>	<u>Absent</u>
_____	_____

Ayes: 4 Noes: 0 Absent or not voting: 1

WHEREUPON, the Chair declared the foregoing resolution adopted, and
SO ORDERED.

Brittany Heck
Brittany Heck, Executive Director
Gold Ridge Resource Conservation District

GOLD RIDGE RESOURCE CONSERVATION DISTRICT
CALIFORNIA

DATE July 23, 2014

FUND

ANTICIPATED MONTHLY ENDING BALANCES

From July 1, 2014 to June 30, 2015

	<u>Cash</u> <u>Income</u>	<u>Cash</u> <u>Expenditures</u>	<u>Cash</u> <u>Balances</u>
Beginning Cash Balance:			\$ 224,680.00
July	\$ 108,000.00	\$ (800,000.00)	\$ (467,320.00)
August	\$ 108,000.00	\$ (100,000.00)	\$ (459,320.00)
September	\$ 220,000.00	\$ (242,529.00)	\$ (481,849.00)
October	\$ 347,200.00	\$ (425,000.00)	\$ (559,649.00)
November	\$ 376,562.00	\$ (265,000.00)	\$ (448,087.00)
December	\$ 380,000.00	\$ (227,000.00)	\$ (295,087.00)
January	\$ 137,000.00	\$ (117,233.00)	\$ (275,320.00)
February	\$ 109,000.00	\$ (113,000.00)	\$ (279,320.00)
March	\$ 114,500.00	\$ (101,000.00)	\$ (265,820.00)
April **	\$ 503,000.00	\$ (109,000.00)	\$ 128,180.00
May	\$ 118,000.00	\$ (109,000.00)	\$ 137,180.00
June	\$ 188,000.00	\$ (100,500.00)	\$ 224,680.00
	\$ 2,709,262.00	\$ (2,709,262.00)	
Carry Over	\$ -		
Capital Outlay (Current Year)		\$ (2,709,262.00)	
General Reserves		\$ -	
Approp. for Contingencies		\$ 150,000.00	

NOTE: Copies of the Cash Flow Statement are to be attached to each Resolution.

* Total cash income includes secured and unsecured taxes to be raised in current year budget and estimated revenues (other than current property taxes).

** New note will be instated if necessary to bring RCD account into a positive balance

Current Accounts Receivable as of 3/30/2014 equal to \$448,172.15 see attached report

<i>Current Open Funding Agreements</i>				
Funding Agency	Funding Type	Agreement Number	Grant Amount	Amount left to Bill
State Coastal Conservancy	State	SCC #11-054	\$ 75,000.00	\$ 42,228.26
(CDFW)	State	P1130408	\$ 129,988.85	\$ 27,631.16
CDFW	State	P1130405	\$ 161,726.74	\$ 124,369.25
CDFW	State	P1130404	\$ 279,319.00	\$ 216,149.79
CDFW	State	P1030416	\$ 206,618.00	\$ 8,464.15
NOAA	Federal	NA13NMF4630131	\$ 542,000.00	\$ 498,896.24
National Fish and Wildlife Foundation	Federal	1301.12.032099	\$ 137,978.00	\$ 113,242.75
Natural Resources Conservation Service	Federal	CIG WQCT-001	\$ 58,662.00	\$ 52,544.26
CEMAR	State	RR Coho Partnership 3	\$ 167,721.13	\$ 167,721.13
CEMAR	State	RR Coho Partnership 2	\$ 97,217.00	\$ 13,517.79
Department of Water Resources	State	NCIRWMP Phase 3	\$ 700,000.00	\$ 611,680.51
Department of Water Resources	State	NCIRWMP Phase 2	\$ 384,409.00	\$ 129,705.17
Department of Conservation	State	3010-20	\$ 196,554.20	\$ 87,607.09
Department of Conservation	State	DOC WS Coord-RR	\$ 54,572.00	\$ 25,713.32
Sonoma County Agricultural Preservation and Open Space District	County	TEAM II	\$ 135,900.00	\$ 72,837.97
State Water Resources Control Board	State	12-401-551	\$ 578,280.00	\$ 496,038.84
State Water Resources Control Board	State	09-667-551	\$ 450,000.00	\$ 38,787.77
TOTAL			\$ 4,355,945.92	\$ 2,727,135.45
Line of Credit Request		\$ 750,000.00		\$ 2,318,065.13

*85%

CLERK'S CERTIFICATE

I, Brittany Heck, Clerk of the Governing Board of the Gold Ridge Resource Conservation District of the County of Sonoma, State of California, do hereby certify that the foregoing is a full, true and correct copy of a resolution duly adopted at a special/regular meeting of the Governing Board of said District, regularly held at the regular meeting place thereof, on July 23, 2014 July 23, 2014 of which meeting all the members of said Governing Board had due notice.

I further certify that said resolution has not been amended, modified, or rescinded since the date of its adoption and the same is now in full force and effect.

ATTEST: This 23th day of July 2014.

Ann Cassidy
Clerk of the Governing Board of the Gold Ridge Resource Conservation District
County of Sonoma, State of California

COUNTY TREASURER'S AUTHORIZATION

(Per County of Sonoma Resolution 91-0271)

The attached request for borrowing complies with the requirements of Article XVI, Section 6, of the State Constitution and with Resolution 91-0271 of the County of Sonoma.

Approved By:

David Sundstrom
Auditor-Controller/Treasurer-Tax Collector
County of Sonoma

Date: _____

Amount to be collected on Property Tax Bill _____

Amount requested _____

Percent of Property Tax Bill Requested _____
(Not to exceed 85% of outstanding Grant Revenues)



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 19, 2014

Vote Requirement: Majority

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

Staff Name and Phone Number:

Olga Gray (707) 565-8903
Terina Tracy (707) 565-3234

Supervisorial District(s):

All

Title: Limited Review of the Sonoma County Agricultural Preservation and Open Space District's Reporting Process

Recommended Actions:

Review and accept the Limited Review Report of the Sonoma County Agricultural Preservation and Open Space District's Reporting Process dated April 7, 2014

Executive Summary:

Background

The Sonoma County Agricultural Preservation and Open Space District (District) was created and funded through voter approval of Measures A and C in 1990. In November of 2006, the voters of Sonoma County approved Measure F (Sonoma County Open Space, Clean Water, and Farmland Protection Measure) extending the District's funding for an additional twenty years.

Measure F included an Expenditure Plan, which became effective upon voter approval that differed from Measure C in that it structurally changed fiscal oversight and specifically authorized limited funding for initial public access, operation and maintenance of District-protected lands intended for recreational use. Paragraph 6 of the District Expenditure Plan states:

"Operation and maintenance of land includes limited funding for initial public access, operation and maintenance of recreational lands purchased in accordance with this Plan. No more than 10 percent of total revenues generated over the life of the Measure shall be made available for operation and maintenance purposes."

The District Board of Directors directed the County Administrator and the District staff to work with the Auditor-Controller Treasurer-Tax Collector's Office in performing an accounting review to establish documented procedures for coding eligible expenditures, allocating O&M funding from the Reserve Fund to partner entities as appropriate, and determining recommendations for future annual

contributions to O&M Reserve Fund. The County Administrator identified 3 primary objectives for the Auditor-Controller Treasurer-Tax Collector's Internal Audit Division to review. The results of the Auditor-Controller Treasurer-Tax Collector's Internal Audit Division review are being presented today in Attachment A listed below.

Executive Summary:

At the request of the Sonoma County Administrator's Department, the Auditor-Controller-Treasurer-Tax Collector's Internal Audit Division reviewed the District's expenditures for the period July 2007 through June 2013. The primary objectives were to determine if the District is able to produce auditable reports to account for 1) Operations and maintenance of recreational lands purchased in accordance with the acquisition plan and the cost of initial public access to those lands. 2) To account for all expenditures by the four acquisition and the five expenditure plan categories. 3) We were also requested to determine the status of implementation of "Operations and Maintenance Funds: Administrative and Budget Policy" letter dated July, 2007.

The following are key conclusions relating to our engagement:

- The District has an adequate system of controls in place to ensure that post acquisition capital outlay and operations and maintenance expenditures for recreational lands and lands with a recreational component (O & M) are accurately identified, summarized and reported. During the review period, the District spent \$10.6M or 7% of total O & M expenditures in this category.
- The District's expenditures for the period July 1, 2007 through June 30, 2013 were approximately \$153 million (M). The District accurately summarized all expenditures, from July 1, 2007 to June 30, 2013, in categories consistent with those listed in the expenditure and acquisition plans. The District has appropriate procedures in place and sufficient supporting documentation to determine and support primary acquisition and expenditure plan categories for selected properties. The total amount classified in to the two plan categories (excluding matching grants) was \$121M or 79%.
- There are three additional categories which account for the remaining expenditures: 1) Matching grants \$10.7M (7%), 2) Admin \$16.4M (11%), and 3) Miscellaneous \$4.8M (3%).
- The District provided \$10.7M or 7% in matching grants to local agencies during the review period as contributions toward purchase and improvements of properties in compliance with measure F.
- The District is in compliance with the 10% requirement of the "Operation and Maintenance Funds: Administrative and Budget Policy" letter dated July 2, 2007 relating to maintenance of an O&M Designated Reserve Fund.
- The District has sufficient policies and procedures to provide assurance that acquisition of property interests through fee purchase and conservation easements comply with the requirements of Measure F. During our review period, approximately 80% of the expenditures accounted for such costs.

We noted that a substantial amount of effort was expended in preparing the schedules included in the appendices of the attached report. The information systems utilized were not set up to support reporting in this manner. We recommend that District management undertake a comprehensive

assessment of current and future financial reporting needs, especially with the new financial system implementation. The District management is considering our recommendation and their written response is shown on page A-26 of the attached report.

Prior Board Actions:

10/15/13 Agenda Item No:26
 District Study Session: (1) Fiscal Overview; (2) Initial Public Access, Operation and Maintenance Policy; (3) Accounting Review; and (4) Fee Lands Strategy; and adopt a Resolution Approving an Update to the District’s 2007 Initial Public Access, Operations and Maintenance Policy

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Fiscal Summary - FY 13-14

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

Narrative Explanation of Fiscal Impacts (If Required):

No recommendations with a direct fiscal impact were presented with these reports.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

None

Attachments:

ATTACHMENT A-A Limited review of the Sonoma County Agricultural Preservation and Open Space

District's Reporting Process

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

Internal Audit

Sonoma County

ATTACHMENT A-1
A Limited Review of the Sonoma County
Agricultural Preservation and Open Space District's
(District) Reporting Process

As of June 30, 2013

The District's expenditures for the period July 1, 2007 through June 30, 2013 were approximately \$153 million (M). Acquisition of property interests, which includes fee purchases and conservation easements, accounted for approximately \$121 M (79%) of total expenditures for the period July 1, 2007 through June 30, 2013. There are three additional categories which account for the remaining expenditures: 1) Matching grants \$10.7M (7%), 2) Admin \$16.4M (11%), and 3) Miscellaneous \$4.8M (3%).

Audit No: 3305
Report Date: April 7, 2014



Audit Manager: Kanchan K. Charan, CPA, CGMA
Audit Supervisor: Damian Gonshorowski, CPA, CGMA
Auditor: Ann Hargreaves, CPA
Auditor: Olga Gray, CPA, CGMA

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Executive Summary

At the request of the Sonoma County Chief Administrative Officer's, we reviewed the Sonoma County Agricultural Preservation and Open Space District's (District) expenditures for the period July 2007 through June 2013. The primary objective of this review was to determine if the District had an adequate system of controls in place to accurately classify all expenditures into its expenditure and acquisition plan categories. We also conducted procedures to determine if the District complied with its administrative and budget policy relating to the maintenance of operations and maintenance expenditure reserves.

The following are key conclusions relating to our engagement:

- The District has an adequate system of controls in place, to ensure that post acquisition capital outlay, and operations and maintenance expenditures for recreational lands and lands with a recreational component (O & M) are accurately identified, summarized and reported. During the review period, the District spent \$10.6M or 7% of total O & M expenditures in this category.
- The District accurately summarized all expenditures, from July 1, 2007 to June 30, 2013, in categories consistent with those listed in the expenditure and acquisition plans. The District has appropriate procedures in place and sufficient supporting documentation to determine and support primary acquisition and expenditure plan categories for selected properties. The total amount classified in to the two plan categories (excluding matching grants) was \$121M or 79%.
- There are three additional categories which account for the remaining expenditures: 1) Matching grants \$10.7M (7%), 2) Admin \$16.4M (11%), and 3) Miscellaneous \$4.8M (3%).
- The District provided \$10.7M or 7% in matching grants to local agencies during the review period as contribution towards purchase and improvements of properties in compliance with measure F.
- The District is in compliance with the 10% requirement of the "Operation and Maintenance Funds: Administrative and Budget Policy" letter dated July 2, 2007 relating to maintenance of an O&M Designated Reserve Fund.
- The District has sufficient policies and procedures to provide assurance that acquisition of property interests through fee purchase and conservation easements comply with the requirements of Measure F. During our review period, approximately 80% of the expenditures accounted for such costs.

Executive Summary

We noted that a substantial amount of effort was expended in preparing the schedules included in the appendices of this report. The information systems utilized were not set up to support reporting in this manner. We recommend that District management undertake a comprehensive assessment of current and future financial reporting needs, especially with the new financial system implementation.

Introduction and Background

Introduction

We have completed a review of the District's reporting system applicable to accounting for 1) Operations and Maintenance expenditures (O&M) and 2) classification of expenditures based on expenditure and acquisition plan categories. We conducted the review in accordance with the *International Standards for the Professional Practice of Internal Auditing (Standards)*. These Standards require that we identify, analyze, evaluate, and document sufficient information and evidence to achieve our objectives. We believe that the evidence obtained provides a reasonable basis for the results, observations, and recommendations contained in our report.

The purpose of this report is to furnish management independent and objective analyses, recommendations, and other information concerning the activities reviewed. The report is a tool to help management identify and implement improvements.

This review was requested by the County Administrator. The primary objectives were to determine if the District is able to produce auditable reports to account for 1) operations and maintenance of recreational lands purchased in accordance with the acquisition plan and the cost of initial public access to those lands and 2) all expenditures by the four acquisition and the five expenditure plan categories. 3.) We were also requested to determine the status of implementation of "Operations and maintenance Funds: Administrative and Budget Policy" letter dated July, 2007.

We would like to thank management and staff for their time, information, and cooperation throughout the review.

Background

The Sonoma County Agricultural Preservation and Open Space District was created in 1990 by voter-approved Measure A. Measures C and later Measure F funded the District with a .25% transactions and use tax. California government code requires special tax proceeds be applied to the specific purpose approved by voters.

The Expenditure Plan was approved by voters for Measure F in November 2006 to provide guidance over the use of Measure F funds. One aspect of the expenditure plan, as recorded in paragraph 6, is the cap of expenditures for Initial Public Access, Operation and Maintenance on recreational properties being limited to 10% of the cumulative sales tax from Measure F.

The original agreement between the District Board of Directors and the Open Space Authority required that the District adopt an Acquisition Plan prior to acquiring any interest in land (e.g. fee or easement). Since that time, the District has consistently maintained an up to date acquisition plan to guide acquisition efforts. On June 2, 2006 the District adopted a long range acquisition plan; "Connecting Communities and the Land". This 10-year work plan identified long-range goals and objectives and policies specific to four acquisition categories (Farms and Ranches, Greenbelts and Scenic Hillside, Water, Wildlife and Natural Areas, and Recreation and Education). The Authority finds that Connecting Communities and the Land is consistent with the Expenditure Plan.

Introduction and Background

To achieve the objectives of our audit, we gained an understanding of the District's policies and procedures over acquisition of property interests through fee purchases and conservation easements. These policies and procedures, we believe, provide adequate assurance that such expenditures are made in compliance with the requirements of the Measure F. Acquisition of property interests, which includes fee purchases and conservation easements, accounted for approximately \$121M or 79% of total expenditures for the period July 1, 2007 through June 30, 2013.

The District follows a very rigorous process for selecting and evaluating properties presented for purchase. The District staff performs site assessments to determine how the proposed purchase will best support the objective of the measure and conducts research to identify opportunities for partnerships and grant funding. During our review we noted that all staff recommendations for purchases were reviewed by the District management. The Board of Directors reviewed and approved the acquisition of all properties and conservation easements.

As discussed further in the following sections of the report, the District's systems are not set up to easily report either by expenditure or the acquisition plan categories or separately report O&M expenditures.

In July of 2007, the District General Manager at that time proposed an "Operation and Maintenance Funds: Administrative and Budget Policy". Among other items, the District proposed to reserve 10% of the annual sales tax revenue for O&M. The District's Board of Directors accepted the proposal and it became the District's policy on August 7, 2007 (Appendix 5, page 19).

Actual sales tax proceeds received by the District as of June 30, 2013 totaled \$118,653,274.

In April of 2013, the District was directed by their Board of Directors to report on funds spent under paragraph 6 (O&M) of the Expenditure Plan. In response the District's staff performed the following procedures:

1. Determined total measure revenues using the District's general ledger;
2. Identified initial public access and O&M expenditures as defined by measure and interpreted by legal counsel;
3. Reviewed the list of acquired properties to assess if the property had a significant recreational component;
4. Reviewed accounting records to identify eligible expenditures based on procedure #2;
5. Used its cost accounting system to capture the eligible expenditure transactions.

As a result of these procedures, the District determined that the balance in the O&M Designated Reserve Fund should be \$7,356,000.

Objectives & Scope of Review

Objectives

Our primary objectives were:

1. Determine if the District has an adequate system of controls in place, to ensure that post acquisition capital outlay, and operations and maintenance expenditures for recreational lands and lands with a recreational component are accurately identified, summarized and reported.
2. Determine if the District accurately summarized all expenditures, from July 1, 2007 to June 30, 2013, in categories consistent with those listed in the following plans:
 - a.) Acquisition plan: 1) Agriculture, 2) Greenbelts, 3) Natural Resources and 4) Recreation
 - b.) Expenditure plan: 1.) Community separators and greenbelts, 2.) Scenic landscape units and scenic corridors, 3.) Agriculturally productive lands and 4.) Biotic habitat areas, riparian corridors and other areas of biotic significance
3. Determine if the District is in compliance with the 10% requirement of the “Operation and Maintenance Funds: Administrative and Budget Policy” letter dated July 2, 2007 relating to maintenance of an O&M reserve.

Scope of Review

On June 5, 2013, the District Board of Directors directed the County Administrator and the District to work with the Auditor-Controller Treasurer-Tax Collector’s Office in performing an accounting review to establish documented procedures for coding eligible expenditures, allocating O&M funding from the Reserve Fund to partner entities as appropriate, and determining recommendation on future annual contributions to O&M Reserve Fund.

We performed a review of the reports produced by the District (see Appendix 1, 2, & 3) in response to the District Board’s request. These reports cover District expenditures from July 1, 2007 to June 30, 2013. The District’s management is responsible for the accuracy of these reports.

Methodology

Methodology

To achieve the objectives, we performed the following:

1. Evaluated the general control environment.
2. Gained an understanding of Measure F's Expenditure Plan and examined relevant criteria in identifying recreational properties and expenditure categories as described in the Measure.
3. Reviewed the District's acquisition planning policies and procedures related to resource allocation among the six categories in the Measure's Expenditure Plan.
4. Obtained an understanding of the District's system of internal controls designed to capture, summarize and report transactions for purposes of demonstrating compliance with the Measure.
5. Tested data validity and authentication of cost accounting system database information.
6. Tested cost accounting system completeness and accuracy by identifying transactions which lacked a user code.
7. Examined the property category classification process
8. Examined supporting documentation to determine if primary acquisition and expenditure plan categories appear reasonable for selected properties based on management allocation of the expenditures to different categories.
9. Agreed administration payroll cost per the general ledger to the Labor Distribution Reports from payroll system
10. Agreed District's administration services and supplies expenditures to the general ledger and scanned for significant or unusual transactions
11. Reviewed supporting documentation of a non-statistical sample of transactions for accuracy, classification, coding and approval.
12. Agreed labor costs from non-statistical sample of transactions from District's O & M and Acquisition & Expenditure schedules to the labor database.
13. Selected a non-statistical sample of properties from District's O & M and Acquisition & Expenditure schedules and reviewed property codes used for accuracy and completeness.
14. Reconciled District's O & M and Acquisition & Expenditure schedules to the general ledger.
15. Re-performed revenue calculation for O & M schedule.

Results

Results

- 1.) Determine if the District has an adequate system of controls in place, to ensure that post acquisition capital outlay, and operations and maintenance expenditures for recreational lands and lands with a recreational component are accurately identified, summarized and reported.**

The District has an adequate system of controls in place over the preparation of the schedule of operations and maintenance expenditures for recreational lands (Appendix 1, page 11). Our testing supports that the post acquisition capital outlay, and operations and maintenance expenditures for recreational lands and lands with a recreational component were accurately identified, summarized and reported in the schedule of operations and maintenance expenditures for recreational lands (Appendix 1, page 11).

For the period November 1, 2007 through June 30, 2013, the District's total expenditures for initial public access and operations and maintenance related to recreational lands and lands with a recreational component was \$10,615,081 (Appendix 1, page 11).

The requirement placing a limit on cumulative expenditures on recreational properties at 10% of sales tax began with the passage of Measure F in November 2006. However, the District produced an accounting for such costs for the first time in FY12-13. A lack of clarity as to whether or not recreation related capital expenditures are subject to the 10% limitation imposed by the measure prevented the District from setting up a system to produce such accounting.

Currently, the District's position, to which we agree, is that capital expenditures relating to initial public access should be considered a part of the total O&M expenditures limited to 10% of the total measure revenue available. The schedule of operations and maintenance expenditures for recreational lands (Appendix 1, page 11 of this report), includes such expenditures.

Although procedures to specifically record and report transactions subject to the 10% limitations were not in place during the period covered by our review, sufficient transaction level detail was available in the District's financial accounting system to construct an accurate report. The District staff identified recreational properties and properties with a recreational component. All costs identified as operations maintenance charged to these properties were considered costs subject to the 10% limitation. In testing a sample of these transactions, we did not note any exceptions.

Results

2.) Determine if the District accurately summarized all expenditures, from July 1, 2007 to June 30, 2013, in categories consistent with those listed in the following plans:

a) Acquisition plan: 1) Agriculture, 2) Greenbelts, 3) Natural Resources and 4) Recreation

b) Expenditure plan: 1.) Community separators and greenbelts, 2.) Scenic landscape units and scenic corridors, 3.) Agriculturally productive lands and 4.) Biotic habitat areas, riparian corridors and other areas of biotic significance

Our tests support that the District accurately accounted for \$121M (79%) in acquisition and expenditure plan categories as stated in the schedule presented in Appendix 2 on pages 13-16.

Our tests support that the District accurately identified approximately \$10.7M (7%) in funds provided to partner agencies to acquire and improve properties in accordance with the requirements of measures F.

The District's summary of the expenditures by the acquisition and expenditure plan categories are provided in Appendix 2 on pages 13-16. Each of these schedules present expenditures by the four plan categories listed above. Payments made by the District to local agencies as matching grant to purchase and improve properties in accordance with the requirements of the measure are reported separately in both schedules. There are three additional categories which account for the remaining expenditures: 1) Matching grants \$10.7M (7%), 2) Admin \$16.4M (11%), and 3) Miscellaneous \$4.8M (3%). A total of \$121M or 79% out of **\$153M** spent during the review period was classified into the four plan categories listed a) and b) above.

The District accounts for administrative expenses, costs relating to pre-purchase investigation and other costs not directly identified to specific properties purchased in categories 2) and 3) above. We performed analytical procedures to gain assurance that material amounts of cost directly identifiable to property purchases were not included in these categories.

3.) Determine if the District is in compliance with the 10% requirement of the "Operation and Maintenance Funds: Administrative and Budget Policy" letter dated July 2, 2007 relating to maintenance of an O&M reserve.

We reviewed the District Board of Directors resolution dated August 7th 2007 and the supporting letter from the District dated July 2nd 2007 (attached as Appendix 5, page 19). We conclude from these documents that starting August 7th 2007, it has been a District policy to maintain a reserve for O&M equal to 10% of measure revenue less O&M expenditure to date.

Results

For the period November 1, 2007 through June 30, 2013, measure revenue totaled \$118,653,274 (see Appendix 1, page 11), transfers to the Designated Reserve Fund totaled \$7,356,000, and O&M expenditures totaled \$ 10,615,081 (see Appendix 1, page 11). The District met the minimum reserve balance required by its policy. See our calculations below:

Current O&M Designated Reserve Fund balance	\$7,356,000
Required reserve (10% of \$118,653,271)	11,865,327
Less O&M expenditures to date	<u>(10,615,081)</u>
Current reserve requirement	<u>1,250,246</u>
Excess reserve as of audit period	<u>\$6,105,754</u>

Subsequent to our reporting period \$7,156,000 was transferred by the District from O & M Designated Reserve Fund to its Operating Fund.

Observation 1: The District's financial system is not set up to easily produce reports on Expenditure and Acquisition plan categories

A. Reporting by acquisition and expenditure plan categories

During our examination of the cost accounting system, we noted it was designed to capture costs by property/project. It lacks the ability to capture costs by Expenditure and Acquisition Plan categories. The information systems utilized were not set up to support reporting in this manner. This required District staff to undergo a manual process of classification of costs to match designated categories under Expenditure and Acquisition plans. Consequently a substantial amount of effort was expended in preparing the schedules included in the appendices of this report.

We would recommend that District management undertake a comprehensive assessment of current and future financial reporting needs, especially with the new financial management system implementation

Sonoma County Ag Preservation & Open Space District
 Operation and Maintenance Expenditures
 November 2006 through FYE 2013

Revenues	11/1 - 6/30/2007	FYE 2008	FYE 2009	FYE 2010	FYE 2011	FYE 2012	FYE 2013	Total
1140 Sales/Use Taxes	13,713,940	19,249,112	17,359,171	15,348,517	15,278,741	18,260,198	19,443,594	118,653,274
4680 L.T. Debt-Proceeds	-	84,343,101	22,513	-	-	-	-	84,365,614
Total Revenues	13,713,940	103,592,214	17,381,685	15,348,517	15,278,741	18,260,198	19,443,594	203,018,888

Properties	11/1 - 6/30/2007	FYE 2008	FYE 2009	FYE 2010	FYE 2011	FYE 2012	FYE 2013	2013 CE Bal	Total
Laguna Trail		13,166	13,605	260,218	800,678	192,588	183,943	3,353	1,467,553
50 - Salaries/Employee Benefits		7,724	3,308	23,465	25,336	6,895	7,056		73,784
60 - Services/Supplies		5,442	10,298	10,635	48,365	67,414	66,815		208,968
85 - Capital Assets				226,119	726,977	118,279	110,072	3,353	1,184,801
Lawson		10,147	1,156	1,106	246	2,057	140		14,853
50 - Salaries/Employee Benefits		447	1,078	1,106	246	2,057	140		5,074
60 - Services/Supplies		9,700	79						9,779
Mark West Properties		40,580	7,628	25,619	39,675	58,584	34,932	519	207,537
50 - Salaries/Employee Benefits		12,480	5,482	7,598	17,245	8,042	7,226		58,072
60 - Services/Supplies		28,100	2,146	18,022	22,155	48,629	20,623	519	140,194
85 - Capital Assets					275	1,913	7,083		9,271
North Slope Sonoma Mountain Properties	73,810	138,196	105,528	258,886	898,066	513,088	541,916	9,372	2,538,861
50 - Salaries/Employee Benefits		74,839	65,653	101,210	73,133	81,244	61,743		457,822
60 - Services/Supplies	73,810	63,357	36,985	70,159	29,025	51,829	170,426	1,650	497,241
85 - Capital Assets			2,890	87,517	795,908	380,016	309,746	7,722	1,583,799
Sonoma Mountain Ranch/Walsh			19,981	40,482	35,884	8,167	6,253		110,767
50 - Salaries/Employee Benefits			9,455	14,639	10,802	4,974	5,196		45,067
60 - Services/Supplies			10,525	24,767	16,311	3,193	1,057		55,853
85 - Capital Assets				1,075	8,772				9,847
Taylor Mountain Properties	38,359	63,378	132,011	307,908	438,179	329,632	198,476	513	1,508,456
50 - Salaries/Employee Benefits		15,670	39,451	69,786	43,646	37,529	44,184		250,266
60 - Services/Supplies	38,359	47,707	92,560	127,447	143,953	107,080	128,069	513	685,688
85 - Capital Assets				110,675	250,581	185,023	26,223		572,501
Healdsburg Ridge Properties	10,741	94,222	96,682	76,471	175,965	311,768	190,150	82,667	1,038,667
50 - Salaries/Employee Benefits		48,828	56,132	20,284	32,015	36,813	30,791		224,864
60 - Services/Supplies	10,741	45,393	34,212	43,178	24,213	55,469	45,461	12,749	271,416
85 - Capital Assets			6,338	13,009	119,737	219,486	113,899	69,918	542,386
Montini	14,008	53,652	79,067	61,754	61,830	126,189	259,390	296,390	952,279
50 - Salaries/Employee Benefits		33,808	42,122	34,739	24,118	65,500	55,579		255,867
60 - Services/Supplies	14,008	19,844	36,945	19,830	39,142	40,396	107,217	8,795	286,177
85 - Capital Assets				7,184	(1,430)	20,293	96,594	287,595	410,236
Calabazas Creek Preserve (Sugarloaf)	5,355	22,387	42,553	45,333	45,770	19,122	80,289	23	260,833
50 - Salaries/Employee Benefits		10,899	12,524	12,267	25,906	7,963	38,748		108,307
60 - Services/Supplies	5,355	11,487	30,029	33,066	19,864	11,160	13,519	23	124,503
85 - Capital Assets							28,022		28,022

Carrington Ranch (Sonoma Coast)	21,129	38,268	42,978	32,546	27,839	7,607	30,619		200,986
50 - Salaries/Employee Benefits		12,374	10,148	5,487	7,379	3,581	8,869		47,839
60 - Services/Supplies	21,129	25,893	32,829	27,058	20,460	4,026	21,751		153,147
East Slope Sonoma Mountain (Jack London)						8,382	61,418	14,715	84,516
50 - Salaries/Employee Benefits						6,506	15,985		22,491
60 - Services/Supplies						1,876	4,168	325	6,369
85 - Capital Assets							41,265	14,391	55,656
Keegan/Coppin (Annadel)		6,974	1,297	62	160	3,938	749		13,180
50 - Salaries/Employee Benefits		780	574	62	160	602	527		2,704
60 - Services/Supplies		6,194	723			3,337	223		10,476
Poff (Sonoma Coast)		23,247	85,499	75,585	33,295	57,652	22,214		297,492
50 - Salaries/Employee Benefits		16,476	9,163	7,012	10,789	5,800	11,221		60,460
60 - Services/Supplies		6,772	76,336	68,573	10,742	51,851	10,993		225,267
85 - Capital Assets					11,765				11,765
Occidental Road		698	1,562	37	507		22		2,826
50 - Salaries/Employee Benefits		698	1,562	37	507		22		2,826
Paulin Creek	834	13,067	8,224	6,001	7,830	2,874	25,800		64,629
50 - Salaries/Employee Benefits		2,980	905	4,185	1,526	1,212	4,979		15,788
60 - Services/Supplies	834	10,086	7,318	1,816	6,304	1,662	20,821		48,841
Saddle Mountain	3,744	71,174	172,967	141,209	17,693	23,598	13,753	11,155	455,294
50 - Salaries/Employee Benefits		13,493	13,675	14,174	4,845	6,657	6,498		59,342
60 - Services/Supplies	3,744	57,682	154,907	32,378	8,635	1,825	7,255		266,426
85 - Capital Assets			4,384	94,657	4,214	15,116		11,155	129,526
Clover Springs		11,299	4,760	23,191	30,204	773	828		71,055
50 - Salaries/Employee Benefits		9,507	3,784	16,055	14,980	458	828		45,612
60 - Services/Supplies		1,793	976	7,136	15,224	315			25,443
Jenner Headlands		29,569	10,337	17,223	152,218	192,790	317,666	430,327	1,150,130
50 - Salaries/Employee Benefits		7,914	6,070	11,549	8,405	11,337	4,951		50,227
60 - Services/Supplies		21,655	4,267	5,674	24,192	67,724	73,199	239,842	436,553
85 - Capital Assets					119,621	113,729	239,515	190,485	663,350
Fitch Mountain		482	770	764	1,139	4,032	16,535	506	24,227
50 - Salaries/Employee Benefits		482	233	559	982	2,898	12,300		17,455
60 - Services/Supplies			536	205	157	1,134	4,234	506	6,772
Tolay Lake Ranch		2,665	1,059	5,450	7,258	15,496	3,969		35,896
50 - Salaries/Employee Benefits		1,190	1,059	2,622	403	301	1,014		6,588
60 - Services/Supplies		1,475		2,828	6,854	15,196	2,955		29,308
Willow Creek	320	5,019	2,178	16,983	18,246	14,919	13,578		71,242
50 - Salaries/Employee Benefits		2,025	2,060	1,724	2,229	2,422	1,296		11,757
60 - Services/Supplies	320	2,994	118	15,259	16,016	12,497	12,282		59,486
Fee Lands Strategy						14,218	29,584		43,803
50 - Salaries/Employee Benefits						14,218	26,312		40,530
60 - Services/Supplies							3,273		3,273
Total	168,301	638,189	829,842	1,396,826	2,792,683	1,907,475	2,032,224	849,540	10,615,081

Sources

EZ FAMIS Expenditure Transactions Report and Labor Distribution Reports

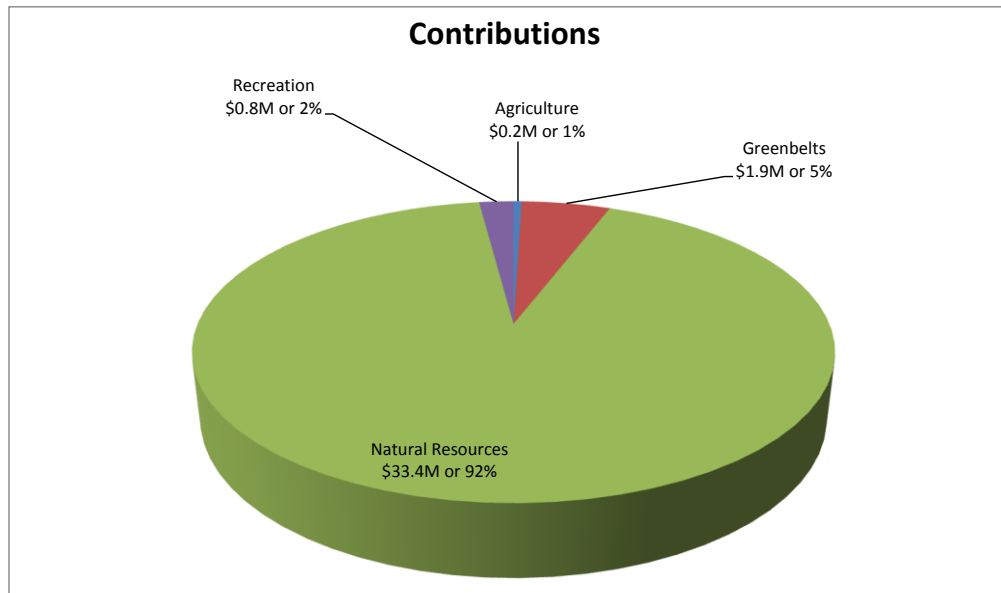
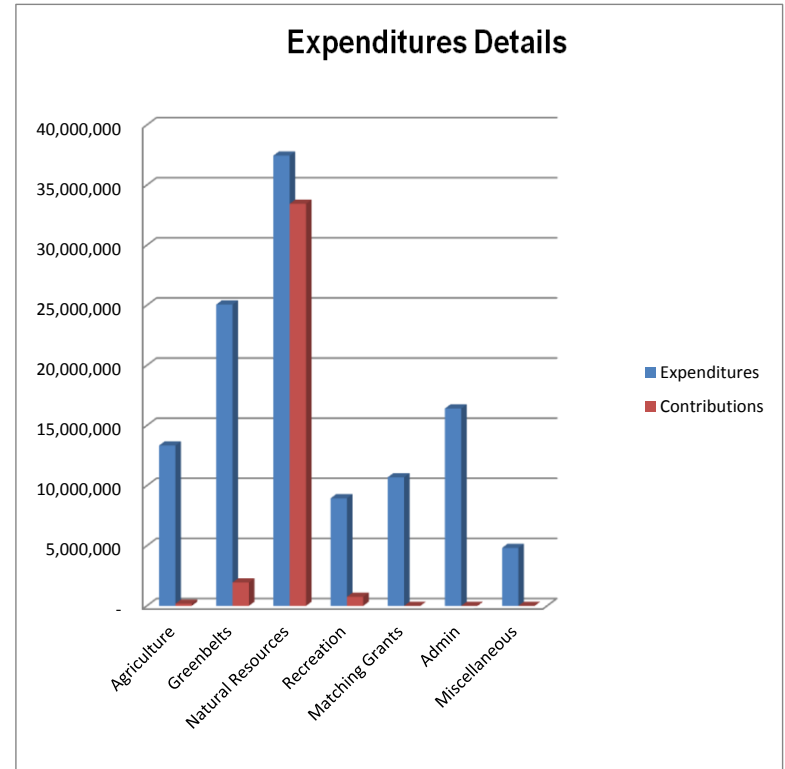
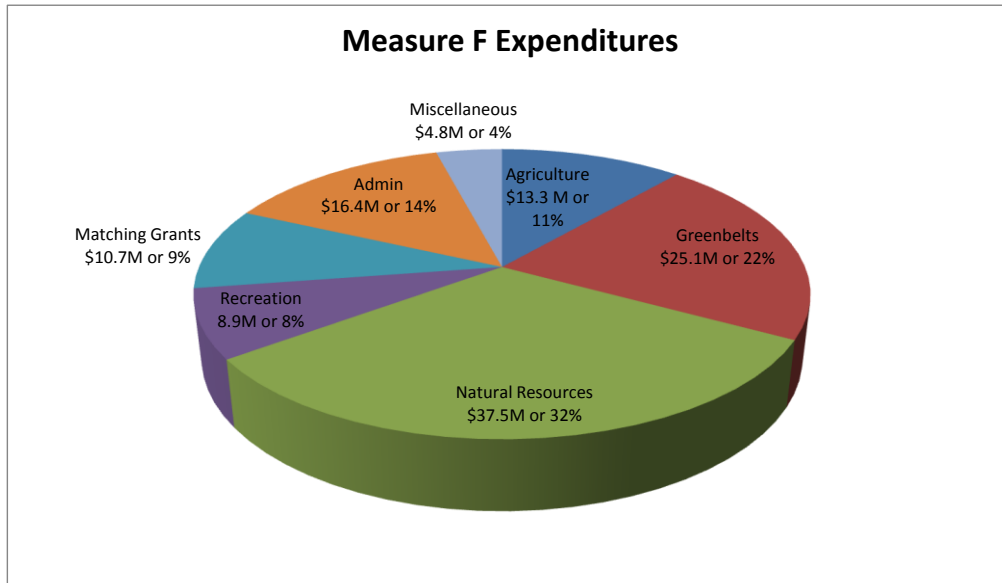
Sonoma County Agricultural Preservation & Open Space District
Acquisition Plan Categories
July 2007 through June 2013

Acquisition Plan Categories

Acquisition Plan Category	FY 07/08	FY 08/09	FY 09/10	FY 10/11	FY 11/12	FY 12/13	Measure F	Contributions e	Total
1 Agriculture	d 100,725	6,496,276	5,597,633	1,152,355	85,655	80,580	13,333,224	180,000	13,513,224
2 Greenbelts	d 9,830,998	11,368,933	2,690,275	1,603,777	792,718	714,491	25,061,193	1,940,000	27,001,193
3 Natural Resources	d 6,726,136	415,162	49,484,103	389,449	7,527,543	6,350,013	37,449,716	33,442,690	70,892,406
4 Recreation	d 5,961,880	382,831	382,931	1,156,403	929,275	879,584	8,942,904	750,000	9,692,904
Total for 4 Plan Categories	22,619,740	18,663,202	58,154,943	4,301,984	9,335,191	8,024,667	84,787,037	36,312,690	121,099,727
a Matching Grants	93,440	3,053,978	4,079,000	1,604,889	1,543,547	318,139	10,692,994	-	10,692,994
b Admin	2,081,315	2,156,973	3,019,433	3,308,799	2,845,412	3,001,760	16,413,691	-	16,413,691
c Miscellaneous	205,093	1,056,493	651,382	1,286,242	557,804	1,063,698	4,820,712	-	4,820,712
Total for 3 Categories	2,379,848	6,267,444	7,749,815	6,199,930	4,946,763	4,383,597	31,927,397	-	31,927,397
Total	24,999,588	24,930,646	65,904,758	10,501,914	14,281,954	12,408,264	116,714,434	36,312,690	153,027,124

Notes:

- a Matching grant category exists only under the expenditure plan. All matching grants were segregated under the acquisition plan even though there is no separate category for matching grants.
- b Administration cost includes admin and executive staff salaries and benefits, ISD, Board clerk services, CAO analyst costs, HR analyst costs, finance and treasury services, insurance and all risk management costs and anything related to the facility. Where possible, direct costs for labor and any goods or services related to a project are charged to that project.
- c A majority of miscellaneous cost represents evaluation of potential acquisition projects, analysis of matching grants, current projects under development and other items.
- d O & M costs are included among different expenditure and acquisition plan categories in this schedule.
- e A majority of Contributions are federal and state grants that are expended during the period July 2007 through June 2013 and contributions towards easement and fee purchases received from other entities, which are often deposited directly into escrow.



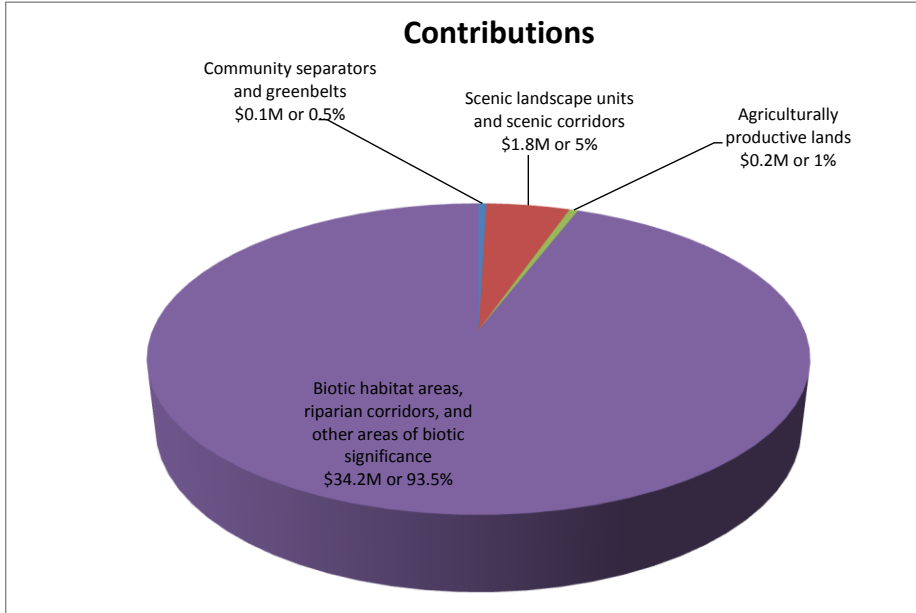
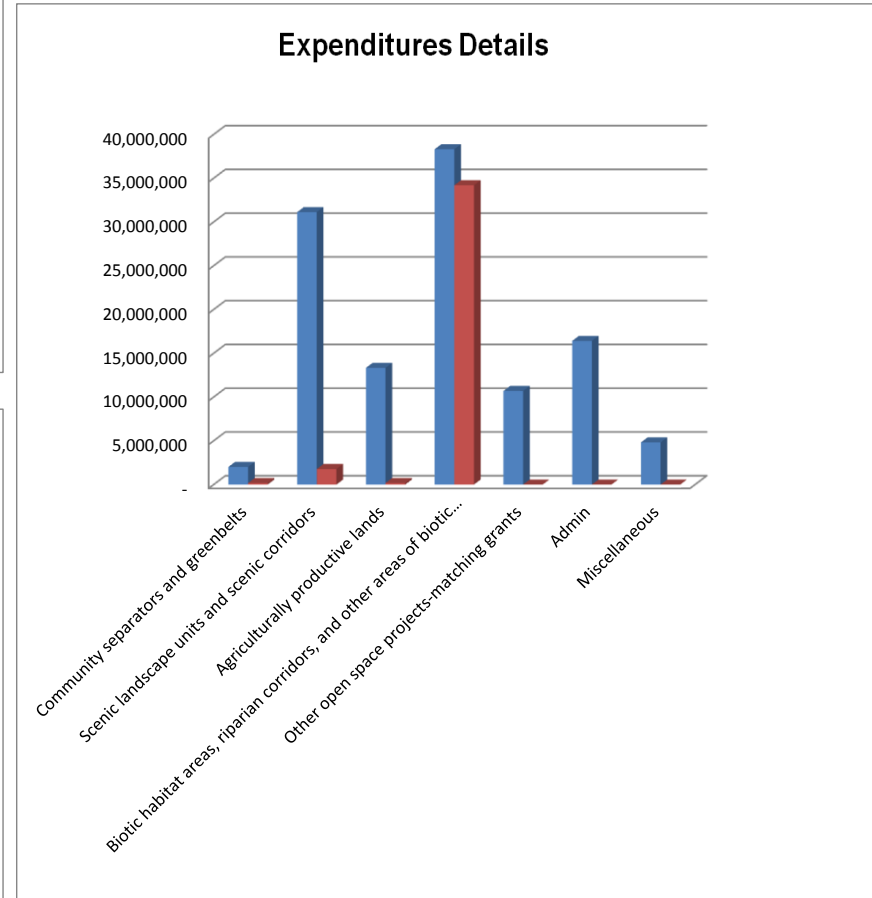
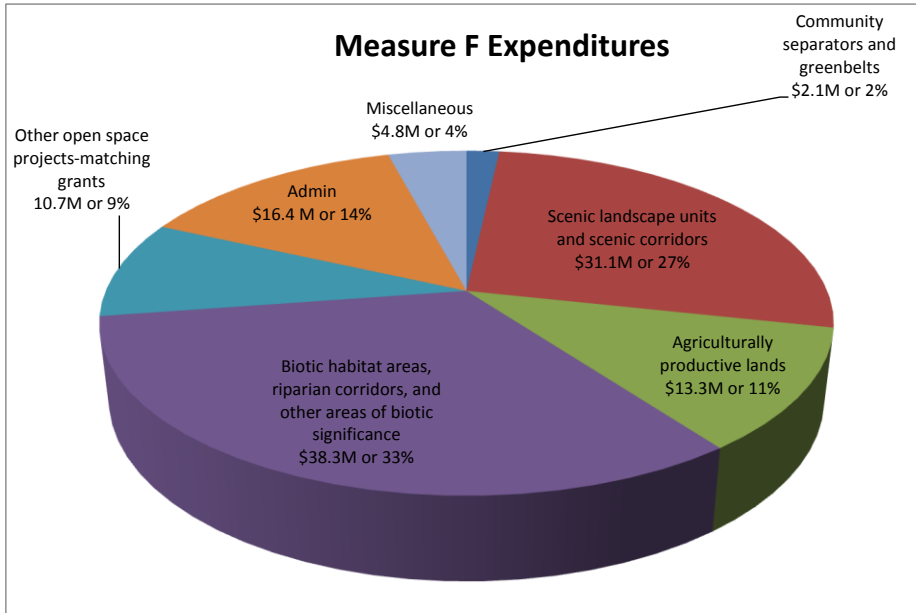
Sonoma County Agricultural Preservation & Open Space District
 Expenditure Plan Categories
 July 2007 through June 2013

Expenditure Plan Categories

Expenditure Plan Category	FY 07/08	FY 08/09	FY 09/10	FY 10/11	FY 11/12	FY 12/13	Measure F	Contributions e	Total
1 Community separators and greenbelts	46,618	51,837	1,705,589	31,052	249,569	96,207	2,015,872	165,000	2,180,872
2 Scenic landscape units and scenic corridors	15,568,550	11,486,333	1,192,132	2,473,810	1,074,355	1,104,191	31,124,372	1,775,000	32,899,372
3 Agriculturally productive lands	100,725	6,496,276	5,597,633	1,152,355	85,655	80,580	13,333,224	180,000	13,513,224
4 Biotic habitat areas, riparian corridors, and other areas of biotic significance	6,903,847	628,756	49,659,588	644,766	7,925,613	6,743,690	38,313,570	34,192,690	72,506,260
Total for 4 Plan Categories	22,619,740	18,663,202	58,154,943	4,301,984	9,335,191	8,024,667	84,787,037	36,312,690	121,099,727
a Other open space projects-matching grants	93,440	3,053,978	4,079,000	1,604,889	1,543,547	318,139	10,692,994	-	10,692,994
b Admin	2,081,315	2,156,973	3,019,433	3,308,799	2,845,412	3,001,760	16,413,691	-	16,413,691
c Miscellaneous	205,093	1,056,493	651,382	1,286,242	557,804	1,063,698	4,820,712	-	4,820,712
Total for 3 Categories	2,379,848	6,267,444	7,749,815	6,199,930	4,946,763	4,383,597	31,927,397	-	31,927,397
Total	24,999,588	24,930,646	65,904,758	10,501,914	14,281,954	12,408,264	116,714,434	36,312,690	153,027,124

Notes:

- a** Matching grant category exists only under the expenditure plan. All matching grants were segregated under the acquisition plan even though there is no separate category for matching grants.
- b** Administration cost includes admin and executive staff salaries and benefits, ISD, Board clerk services, CAO analyst costs, HR analyst costs, finance and treasury services, insurance and all risk management costs and anything related to the facility. Where possible, direct costs for labor and any goods or services related to a project are charged to that project.
- c** A majority of miscellaneous cost represents evaluation of potential acquisition projects, analysis of matching grants, current projects under development and other items.
- d** O & M costs are included among different expenditure and acquisition plan categories in this schedule.
- e** A majority of Contributions are federal and state grants that are expended during the period July 2007 through June 2013 and contributions towards easement and fee purchases received from other entities, which are often deposited directly into escrow.



2006 Expenditure Plan

The open space designations eligible for protection under this Expenditure Plan include community separators, greenbelts, scenic landscape units, scenic corridors, agriculturally productive lands, biotic habitat areas, riparian corridors and other areas of biotic significance, and other open space projects.

1. Community separators and greenbelts are lands that function as open space to separate cities and other communities and protect city and community identity by providing visual relief from continuous urbanization. These lands are frequently subject to development pressures, and therefore, have been identified as priority sites for acquisition to prevent urban sprawl, to retain the rural and open character of the county and to preserve agricultural uses.
2. Scenic landscape units and scenic corridors are areas of high scenic quality including natural landscapes and backdrops that provide visual relief from urban densities and maintain the open nature of the County.
3. Agriculturally productive lands include working farms and ranches and other lands used for the production of food, fiber, and plant materials and the raising and maintaining of livestock and farm animals.
4. Biotic habitat areas, riparian corridors, and other areas of biotic significance include freshwater and tidal marshes, wetlands, special status species locations, woodlands and forests, wildlife habitat corridors and lands along creeks and streams critical to protecting fisheries and water quality. These sensitive natural areas require protection, restoration and resource management, and include the Petaluma River, Laguna de Santa Rosa, Russian River, Sonoma Creek and San Pablo Baylands.
5. Other open space projects include, but are not limited to, urban open space and recreation projects within and near incorporated areas and other urbanized areas of Sonoma County. Funds for these projects shall be available to cities, the County and other entities through a matching grant program, with preference given to acquisition and development projects that link communities. Examples of these projects include creek restoration and enhancement, such as along the Petaluma River, Santa Rosa Creek, and Laguna de Santa Rosa, trails, athletic fields, and urban greenspace.
6. Operation and maintenance of land includes limited funding for initial public access, operation and maintenance of recreational lands purchased in accordance with the Plan. No more than 10 percent of total revenues generated over the life of the Measure shall be made available for operation and maintenance purposes.”

Acquisition Plan

Agriculture

The agriculture acquisition category includes small farms, dairies, livestock ranches, vineyards and other agricultural lands that contribute to the County's agricultural economy and provide valuable open space.

Greenbelts

The greenbelts acquisition category includes community separators and scenic landscape units as indentified in the 1989 Sonoma County General plan, plus additional lands around and between communities that contribute to the open space character of the region.

Natural Resources

The natural resources acquisition category includes forestlands, oak woodlands, wetlands, areas containing threatened and endangered species, and fish spawning streams and other areas of biotic significance. Areas targeted for protection are lands with high concentrations of individual or multiple natural resources.

Recreation

The recreation acquisition category recognizes that the District's primary role in recreation is to acquire land for recreation purposes. The responsibility for developing, operating and maintaining recreational sites and facilities lies with appropriate local, regional or State park agencies. Recreation is a secondary focus under the expenditure plan.

Other Lands

The District will respond to other opportunities to work cooperatively with willing landowners, local communities and organizations to preserve important lands throughout Sonoma County. The Acquisition plan provides sufficient flexibility to allow the District to purchase open space lands that may fall outside the acquisition plan categories.

THE WITHIN INSTRUMENT IS A
CORRECT COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.

ATTEST: Robert Deis
ROBERT DEIS, Clerk of the Board of Directors
of the Sonoma County Agricultural Preservation
and Open Space District

BY: [Signature]
DEPUTY CLERK

#43

Resolution No: 07-0666

Dated: August 7, 2007

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA COUNTY
AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT
ESTABLISHING A POLICY FOR BUDGETING THE DISTRICT'S OPERATIONS
AND MAINTENANCE FUNDS

BE IT RESOLVED that this Board of Directors hereby finds, determines, declares
and orders as follows:

1. *Sales Tax Extension.* On November 7, 2006 the voters of the County of Sonoma
approved Measure F extending the sales tax for open space, currently being levied by the
Sonoma County Open Space Authority, from 2011 to 2031.

2. *Operations and Maintenance Funding.* Measure F also amended the Authority's
Expenditure Plan to allow expenditures by the District for operation and maintenance of
open space properties providing that the expenditures did not exceed ten percent of the sales
tax revenue received from November 8, 2006 through March 31, 2031.

3. *General Manager's Recommendation.* After consulting with the County's Auditor and
the County's Counsel, the General Manager has made certain recommendations to this
Board on a proposed policy for annually budgeting and accounting for maintenance and
operations appropriations expenditures. The proposed policy has been found by the
Sonoma County Open Space Authority to be consistent with the 2006 Expenditure Plan.
The General Manager's recommendation is contained in her letter dated July 2, 2007 and
attached hereto as Exhibit "A."

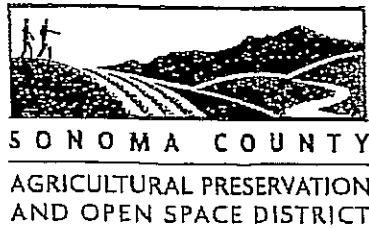
4. *Approval.* The General Manager's recommendation as set forth in Exhibit "A" is
approved and the General Manager is directed to periodically review the policy and
recommend any needed changes arising from changed circumstances.

Directors:

Kerns: _____ Smith: _____ Reilly: _____ Kelley: _____ Brown: _____

Ayes: 5 Noes: _____ Absent: _____ Abstain: _____

SO ORDERED



July 2, 2007

President Brown and Members of the Board of Directors
Sonoma County Agricultural Preservation and Open Space District
575 Administration Drive, 100A
Santa Rosa, CA 95403

Re: Operation and Maintenance Funds: Administrative and Budget Policy

Dear President Brown and Members of the Board of Directors:

On July 18, 2006, your Board voted unanimously to place Measure F on the November 7th ballot. As you know, voters overwhelmingly approved Measure F, which continues the quarter percent sales tax for the District's open space program for another 20 years through 2031. Measure F includes the 2006 Expenditure Plan that authorizes spending for "initial public access, operation and maintenance of recreational lands purchased in accordance with this Plan" so long as the expenditures do not exceed 10 percent of sales tax revenue generated over the life of Measure F. In approving Measure F, the voters also amended the Authority's 1990 Expenditure Plan renaming it the 2006 Expenditure Plan. The Authority will continue to determine if District acquisitions are consistent with the new Plan until 2011 when the Authority's tax expires and is replaced by the County's Measure F tax.

Following the passage of Measure F, I met with Auditor-Controller-Treasurer-Tax Collector Rod Dole and members of his staff, Chief Deputy County Counsel Sheryl Bratton, Special Counsel Jim Botz, and retired County Treasurer Tom Ford to discuss development of administrative guidelines and a budget policy for sales tax funding authorized by Measure F's 2006 Expenditure Plan. This discussion included operation and maintenance of District properties and accounting for expenditures to keep them within Measure F's 10 percent limit.

2006 Expenditure Plan: Operations and Maintenance

For purposes of administering the operations and maintenance provisions of the 2006 Expenditure Plan, operations and maintenance should include "reasonable and necessary costs incurred for initial maintenance of parks and open space properties and improvements and to provide services for initial public use."

747 Mendocino Avenue, Suite 100 • Santa Rosa, California 95401-4850
707.565.7360 • Fax 707.565.7359 • www.sonomaopenspace.org

O & M Recommendations
July 2, 2007
Page 2

Guidelines for Appropriate Use of Operations and Maintenance Expenditures

Although it is foreseeable that title to and maintenance responsibility for some recreational fee properties will remain with the District, every effort should be made to transfer recreational properties, at the earliest convenient time, to an appropriate city, the State, the County, or a non-profit partner. A time limit on District contributions for initial public use, initial operations and maintenance of park and open space properties transferred to other entities should be limited to no more than three years, except under extraordinary circumstances.

A primary focus of the operations and maintenance component in the 2006 Expenditure Plan was to provide limited expenditures to assist in "jump starting" some level of initial public access and land maintenance on recreational properties purchased with the open space sales tax. The operations and maintenance funding provision of Measure F was not intended to replace park agencies' ongoing obligations to maintain their park systems. It has been the District's practice, when it transfers recreational properties to partner agencies and organizations, to enter into grant agreements that require that a management plan be completed and the park be opened for public use within 3-5 years from the close of escrow. The operations and maintenance funding under the 2006 Expenditure Plan can assist recreational agencies in facilitating early and appropriate public use of recreational properties, while a long-range management plan and associated environmental document for the project is completed.

Recreational partners that receive operations and maintenance funding would be required to submit periodic reports with sufficient detail, so that expenditures could be audited for compliance with Measure F and the District's implementing policies. With regard to operations and maintenance funding determinations, it will be the District's policy to treat all recreational partners equitably.

The 2006 Expenditure Plan includes a separate Matching Grant Program, which provides funding to cities, the County and other entities for urban open space and recreation projects within and near urbanized areas. Funding is made available for land acquisition, development, restoration, and enhancement, with preference given to projects that provide linkages or connections between communities. Cities, the County and State park agencies are responsible for operating and maintaining these projects as part of their park systems. Under the District's Matching Grant Program Guidelines, projects are evaluated in part, on a grantee's ability to fund operations and maintenance costs. In certain situations, a matching grant applicant, such as a non-profit organization, may demonstrate a unique need for funding for initial operations and maintenance. These requests would be evaluated on a case by case basis and if approved would also be subject to a three-year time restriction for initial operations and maintenance funding. Grant agreements between the District and grantee would require reimbursement requests to provide sufficient detail so that expenditures could be audited for compliance with Measure F and implementing District policies. Counsel advises that this is particularly important with respect to

O & M Recommendations
 July 2, 2007
 Page 3

matching grant agreements with the County in order to assure compliance with certain special tax limitation provisions in the California Constitution.

Annual Budgeting of Operations and Maintenance Expenditures

After consulting with legal and financial advisors and recognizing the difficulty of accurately predicting sales tax revenue for the next 24 years, the most prudent and straightforward budgeting policy for the operations and maintenance funds provided for in the 2006 Expenditure Plan would be to set aside 10 percent of annual sales tax revenue for operations and maintenance appropriated among two distinct operations and maintenance sub-objects in the District's annual budget: The first would be for annual operations and maintenance expenditures for specific recreational properties. The second would be for contributions to a designated reserve fund, anticipating the long-term needs for operations and maintenance of recreational lands. Because the District's long-term operations and maintenance spending needs and the revenue to be generated over the life of Measure F are difficult to accurately predict, annual appropriations could be adjusted based on need and revised projections of sales tax revenue growth. In this regard it is important to bear in mind that a budget policy for appropriating Measure F revenue for operations and maintenance does not irrevocably commit those funds. The Board of Directors will retain the flexibility to evaluate and make necessary adjustments as needed to annual operations and maintenance expenditures and the Operations and Maintenance Designated Reserve Fund.

Operations and Maintenance Budget for 2007-08

Because the new Expenditure Plan went into effect on November 8, 2006, I am recommending that 10 percent of the Authority's sales tax revenue accruing from November 8, 2006 through June 30, 2007, totaling approximately \$1,060,000 be appropriated in the FY 07/08 Budget to the Operations and Maintenance Designated Reserve Fund. In addition, I am proposing \$300,000 be appropriated in the FY 07/08 Preliminary Budget for specific Operations and Maintenance projects (sub-object 6169). The \$300,000 appropriation would be spent on initiating public use and initial land maintenance at the following six open space properties at an average annual cost of \$50,000.

- Healdsburg Ridge
- Paulin Creek
- Taylor Mountain
- Montini Ranch
- North Slope Sonoma Mountain Trail
- Santa Rosa Creek Greenway

(Note: The recommendation for FY 07/08 annual operations and maintenance expenditures is based on a survey of per acre costs for managing open space lands using other Bay Area park and open space agencies as benchmarks).

O & M Recommendations
July 2, 2007
Page 4

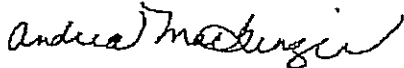
Operations and maintenance expenditures specific to each of these properties would be subject to a grant agreement between the District and the grantee and would require annual audits for compliance with Measure F. Lastly, I am recommending that at the end of FY 07/08, the remaining balance of the estimated 10 percent of 07/08 sales tax revenue be contributed to the Operations and Maintenance Designated Reserve Fund.

I am attaching the following documents: the 2006 Expenditure Plan; the Open Space Authority's June 7, 2007 resolution finding the Operations and Maintenance Policies recommended by the General Manager to be consistent with the 2006 Expenditure Plan and making certain recommendations to the District's Board of Directors; and the Authority's Resolution No. 2006-006 which made recommendations to the Board of Directors regarding the content of Measure F, including recommendations for operations and maintenance expenditures and the 2006 Expenditure Plan.

In closing, I am recommending that the Board consider the General Manager's recommendations in adopting a budget policy that: (1) ensures sufficient operations and maintenance expenditures are budgeted on an annual basis to address specific needs; (2) ensures a designated reserve fund is established and maintained for long-term operations; and (3) provides flexibility to adjust annual operations and maintenance appropriations, based on conservative sales tax revenue annual growth estimates and experience over time.

I have distributed the above-referenced policy to numerous public agency and non-profit partners for their review and comment and am proposing to bring the policy to the Board of Directors at its August 7th meeting.

Very truly yours,

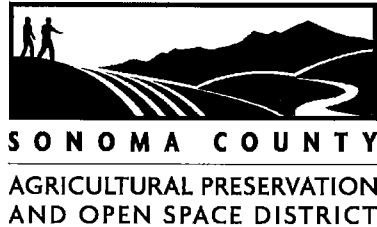


Andrea Mackenzie
General Manager


c: Members of the Open Space Authority
Jim Botz, Special Counsel
Robert Deis, County Administrator

Attachments:

2006 Expenditure Plan
Open Space Authority Resolution (June 7, 2007) -- Consistency with 2006 Expenditure Plan
Open Space Authority Resolution No. 2006-006 - Recommendations on the content of Measure F



Memorandum

To: Kanchan Charan, CPA, CGMA Audit Chief
From: Bill Keene, AICP General Manager 
Date: May 14, 2014
Re: Management Response to Internal Audit No: 3305

The Sonoma County Agricultural Preservation and Open Space District (District) is in receipt of your draft internal audit report number 3305 titled *A Limited Review of the Sonoma County Agricultural Preservation and Open Space District's Reporting Process* (Audit Report) dated April 7, 2014. As part of the scope of the internal audit the District was required to generate reports that categorized projects by both the Acquisition Plan and the Measure F Expenditure Plan. Since reporting of this type is not required by Generally Accepted Accounting Principles or reporting requirements for Measure F, the current finance system was not developed to generate this type of report. The District generated reports were prepared utilizing multiple data bases and compiled on a manual basis, but were determined to be accurate by the internal audit.

The Audit Report recommends that District management undertake a comprehensive assessment of current and future financial reporting needs, especially with the new financial system implementation. While the District does concur with the finding that generating the reports took a substantial amount of effort, it should be noted that most of the District's projects have benefits in multiple Acquisition Plan and Measure F Expenditure Plan categories. Ongoing categorized reporting of this type would result in excluding all of the other categories benefitted, and potentially provide incomplete information to the Board and stakeholders. The District is considering methods that could be used in the new Enterprise Finance System for modifying the finance system when it is implemented.

The District would like to thank the staff from the Internal Audit Division for their hard work, diligence and patience in completing this internal audit.



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: August 19, 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 entities for advertising and promotions activities for FY 14/15: Kiwanis Club of Cloverdale Foundation for the Fourth Annual Cloverdale Harvest Marathon, \$500; Healdsburg Center For the Arts for the Healdsburg Arts Festival, \$1,000; Cloverdale Performing Arts Center, Inc., \$5,500; Sonoma Valley Vintners & Growers Foundation, \$2,000.

Executive Summary:

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

- 1.) Kiwanis Club of Cloverdale Foundation for advertising and promotion of the Fourth Annual Cloverdale Harvest Marathon; grant award of \$500.
- 2.) Healdsburg Center for the Arts for advertising and promotion of the Annual Healdsburg Arts Festival; grant award of \$1,000.
- 3.) Cloverdale Performing Arts Center, Inc. for advertising and promotion of the 2014-15 season consisting of 6 plays and 8 special performances including music, comedy and cultural events; grant award of \$5,500.
- 4.) Sonoma Valley Vintners & Growers Foundation for advertising and promotion of the Sonoma Wine Country Weekend event; grant award of \$2,000.

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

promotional activity receipts up to the total amount of the grant award.

Prior Board Actions:

7/29/14; 8/12/14 – 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	\$ 9,000		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$ 9,000
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 9,000	Total Sources	\$ 9,000

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

To: Board of Supervisors, Board of Directors of Agricultural Preservation And Open Space District, Board of Directors of Sonoma County Water Agency

Board Agenda Date: August 19, 2014

Vote Requirement: Majority

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

Staff Name and Phone Number:

Michelle Arellano 707-565-2231

Supervisorial District(s):

Countywide

Title: Adoption of FY 2014-15 Appropriation Limits

Recommended Actions:

Adopt a Concurrent Resolution establishing Fiscal Year 2014-15 appropriation limits for County and Board of Supervisors-Governed Special Districts, County Service Areas, other Board of Supervisors-Governed Agencies, Agricultural Preservation and Open Space District, and Sonoma County Water Agency.

Executive Summary:

This item details the FY 2014-15 Appropriations Limit calculations for the County of Sonoma and Board of Supervisors-Governed Special Districts and Agencies. The County's Proposition 4 Appropriation Limit is \$591 million or \$353 million more than the FY 2014-15 final budget revenues of \$237 million that are subject to the County Appropriations Limit. The establishing of the FY 2014-15 Appropriation Limits was noticed on, August 4, 2014 in the Santa Rosa Press Democrat. The documentation and supporting materials to establish the FY 2014-15 Appropriation Limits have been available for public review since August 4, 2014 at the County Administrator's Office. Pursuant to Section 10.5 of Article XIII B of the California Constitution, and Section 7910 of the Government Code, the attached resolution formally establishes the FY 2014-15 Appropriation Limits, include notice of the appropriate period of judicial review, and instructs the County Administrator and County Counsel to advise the Board of any changes to law affecting the Appropriations Limit, if necessary.

History

On November 6, 1979 voters approved the Gann Spending Limitation or Proposition 4, which established Article XIII-B of the State Constitution. It sets limits on the amount of tax revenues the State and most local governments can appropriate within a given fiscal year. The limits are to be established in accordance with the constitutional amendment and enabling state legislation (SB 1352 of 1980, also known as Chapter 105, Statutes of 1980). The limits for Fiscal Year 2014-15 must be adopted for County government and those Board of Supervisors-governed special districts and county service areas that had a property tax rate of

12.5 cents or more per \$100 of assessed valuation in 1977-78. Charges for services, regulatory fees, grants, loans, donations, and other non-tax proceeds are not subject to the limit. Exemptions are also made for voter-approved debt, debt that existed prior January 1, 1979, and the cost of compliance with court or Federal government mandates.

In addition, Proposition 111 (The Traffic Congestion Relief and Spending Limitation Act of 1990) amended the State Constitution's Appropriations Limit to update it to allow for funding for congestion relief, mass transit, health care, services for the elderly and other priority programs, while still providing an overall limit on state and local spending. Proposition 111 changed the previous Constitutional cost-of-living and population factors for both the state and local appropriations limits and changed exclusions from the appropriations limit as described in attachment A. However, none of the above exclusions were employed in the County's calculation for FY 2014-15, as total available revenues are far below the new limit.

In general the County may not exceed the appropriation limit adopted today. However, in the event of a declared emergency the appropriation limit may be increased. In the case of transfer of responsibilities between entities, as in annexation or incorporation, the appropriation limit transfers along with the revenue. Should revenues exceed the adopted appropriation limit for two consecutive fiscal years, the County would return the excess through a revision of the tax rates in the two subsequent fiscal years. Based on the current appropriation limit, which far exceeds projected revenues, it is very unlikely that this would occur.

FY 2014-15 CALCULATIONS

A. Proposition 111 - Factors for Limit Calculation

Pursuant to Proposition 111, the State Department of Finance letter dated May 2014 provides key factors to adjust the FY 2014-15 spending limit. The following percentages can be utilized in computing the appropriations limits for the County and special districts governed by the Board of Supervisors:

Year	Total County Population Change Factor (County)	Average Contiguous County Population Change Factor	Unincorporated Population Change Factor (Special Districts)	California Per Capita Income Factor
1-2014 to 1-2015	0.39%	0.51%	0.27%	-0.23%

B. County Appropriation Limit Calculation

The FY 2014-15 Appropriation Limit is based on the adopted limits for FY 2013-14 and the adjustments provided by Proposition 111 adopted by voters in June 1990.

Per Government Code §7901, a county may choose to use the change in population from any one of the following: (1) The change in population within its jurisdiction; (2) The change in population within its jurisdiction, combined with the change in population within all counties having borders that are contiguous to that county; or (3) The change in population within the incorporated portion of the county.

The FY 2014-15 limit adjustment is the combination of the income factor change of -0.23% and the most favorable population percentage change available which is the total average contiguous counties population change of .51% (change in population within all counties having borders that are contiguous to Sonoma County). These two factors are combined to provide a single limit adjustment factor as follows:

$$[(-0.23+100)/100] \times 1.0051 = 1.0028 \text{ (Appropriation Limit Adjustment Factor)}$$

In addition, the adjustment increasing for transit services is made pursuant to the FY 2014-15 agreement for transit services between the County and cities in Sonoma County (Resolution Exhibit A - summary of the coordinated claim approved by the Board of Supervisors on May 20, 2014). The limit exchange from the cities is to allow the County to provide transit services to the cities without adversely impacting the County's available appropriation limit for provision of other tax supported activities.

Combined, the adjustments result in the following:

FY 2013-14 Appropriations Limit	\$585,510,181
Multiplied by the FY 2014-15 Adjustment Factor	x 1.0028
FY 2013-14 Limit Prior to Transit	\$587,149,610
Plus limit increase per the Agreement for Transit Services between County and Sonoma County Cities for FY (Board Action 5/20/14 item #33). See Resolution "Exhibit A" for approved TDA/STA Coordinated Claim.	<u>\$3,968,270</u>
FY 2014-15 Appropriations Limit	\$591,117,880

C. District Appropriations Limit Calculation

The appropriation limit calculation for special districts or other governmental entities under the financial/budget control of the Board of Supervisors uses the total County population change factor (.39%) and the California per capita personal income factor (-0.23%) provided by the California Department of Finance in their letter of May 2014. Per Government Code §7901, a city or special district may choose to use the change in population within its jurisdiction or within the county in which it is located.

These two factors are combined to provide a single limit adjustment factor in the following manner:
 $[(-0.23+100)/100] \times 1.0039 = 1.0016$ (Appropriation Limit Adjustment Factor for Districts).

The 1.0015 factor is then multiplied by the FY 2013-14 limit in order to establish the FY 2014-15 appropriation limit for special districts and other governmental agencies. The full list of new district limits is included in the resolution for your consideration.

FY 2014-15 district limits list excludes the following individual lighting districts in light of the Board's 4/12/12 decision to consolidate into County Service Area #41: Belmont Terrace, Carmet, Cinnabar, Country Manor, Forestville, Geyserville, Graton, Guerneville, Jenner, Madrone Acres, Monte Rio, Pacific View, Penngrove, Rio Nido, South Park, Summer Home Park, Valley of the Moon, and Westside.

Prior Board Actions:			
The Board annually adopts the appropriation limit.			
Strategic Plan Alignment: Goal 3: Invest in the Future			
By adopting appropriation limits the County demonstrates fiscal responsibility and maintains appropriate reserves, in compliance with State law.			
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):			
There are no direct Fiscal Impacts of the Recommended Action.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Attachment A: Concurrent Resolution and related Exhibits			
Related Items "On File" with the Clerk of the Board:			
None			



County of Sonoma

State of California

Date: August 19, 2014

Item Number: _____
Resolution Number: _____

4/5 Vote Required

CONCURRENT RESOLUTION OF THE BOARD OF SUPERVISORS OF SONOMA COUNTY, AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT, AND SONOMA COUNTY WATER AGENCY ESTABLISHING APPROPRIATIONS LIMITS FOR COUNTY GOVERNMENT AND BOARD OF SUPERVISORS GOVERNED SPECIAL DISTRICTS AND COUNTY SERVICE AREAS FOR FY 2014-15 AS REQUIRED BY ARTICLE XIII B OF THE CALIFORNIA CONSTITUTION WHICH WAS ADDED BY PROPOSITION 4 IN NOVEMBER 1979, GIVING INSTRUCTION TO THE COUNTY ADMINISTRATOR AND COUNTY COUNSEL, AND GIVING NOTICE OF APPROPRIATE PERIOD OF LIMITATION FOR JUDICIAL REVIEW

WHEREAS, Article XIII B of the California Constitution was added by Proposition 4 (November, 1979) and requires that appropriation limits be established for each entity of government having a secured property tax rate of 12.5 cents or more per \$100 of assessed valuation in 1977-78; and

WHEREAS, staff from the offices of the County Administrator and Auditor-Controller have prepared documentation necessary to establish the appropriations limits for the FY 2014-15 for county government and Board of Supervisors governed special districts and county service areas; and

WHEREAS, on August 4, 2014, documentation used in the determination of the appropriation limits and other necessary determinations was made available to the public, and due notice was given of this Board's intent to establish appropriation limits at its regularly scheduled meeting of August 19, 2014; and

WHEREAS, pursuant to that notice, the County Administrator has made available to interested members of the public a copy of this resolution including the following documentation:

Resolution #

Date:

Page 2

1. Summary of the FY 2014-15 coordinated claim for Sonoma County Transit Services approved by the Board of Supervisors on May 20, 2014 marked Exhibit 'A' and attached hereto;
2. Letter from the Department of Finance, dated May 2014 marked Exhibit 'B' and attached hereto;
3. Notice of Revenue and Appropriation Limit Adoption, marked Exhibit 'C' and attached hereto;

WHEREAS, in accordance with State law, this Board considered the establishment of the appropriation limits at its regularly scheduled meeting on August 19, 2014.

NOW THEREFORE BE IT RESOLVED by the Board of Supervisors that the following appropriations limits are hereby adopted for Sonoma County and special districts and county service areas governed by the Board of Supervisors:

	<u>FY 2014-15 (A)</u>
Sonoma County (See Note B below)	591,117,880
Sonoma County Water Agency – Zone 2A	10,065,326
County Service Area #41 (Roseland)	428,566
County Service Area #41 (Sonoma Valley)	497,204
County Service Area #40 (Fire Services)	4,602,572
County Service Area #41 (Lighting District)	1,588,385
CFD #4 Wilmar	399,687
CFD #5 Dry Creek	399,687
CFD #7 Mayacamas	99,916
Bittner Lane Permanent Road District	9,177
Monte Rosa Div. #1 Permanent Road District	8,193
Peaks Pike Permanent Road District	9,178
Sonoma County Open Space District	54,637,722

- (A) The FY 2014-15 District Appropriations limit reflect a 1.0016% increase from the FY 2013-14 limit.
- (B) Sonoma County limit has been increased for FY 2014-15 pursuant to the city-county agreement for transit services. The appropriations limit increase includes \$3,968,270 for FY 2014-15 to the County from the cities for transportation tax (Transportation Development Act) financed transit services performed by County for cities.

Resolution #

Date:

Page 3

BE IT FURTHER RESOLVED that this Board finds that the public meeting of August 19, 2014 to establish the FY 2014-15 Appropriations Limits was noticed on August 4, 2014 by publication in the Santa Rosa Press Democrat; the documentation and materials supporting necessary determinations to establish the FY 2014-15 Appropriations Limits have been available for public review since August 4, 2014 at the County Administrator's Office; and that pursuant to the provisions of Section 7910 of the Government Code, any action or proceeding to review, attack, set aside, void, annul or amend the action taken by the Board of Supervisors, acting as the governing body of the County of Sonoma and the governmental entities described herein, by this Resolution or the appropriations described herein must be commenced within 45 days of the date of adoption of this Resolution; and

BE IT FURTHER RESOLVED that this Board anticipates additional clarification of the provisions of Article XIII B of the California Constitution through anticipated opinions of the County Counsel of this County and counsel for other counties and other public agencies, opinions of the Attorney General, case law and additional implementing legislation. Because these clarifications may result in the necessity of reviewing the base year calculations, the County Administrator and the County Counsel are directed to advise this Board, from time-to-time, on changes in the law that may necessitate such base year modifications.

BE IT FURTHER RESOLVED that this Board will authorize via a resolution any adjustments to the limit as permitted by Article XIII B for transfers of responsibility for services.

BE IT FURTHER RESOLVED that this Board reserves the authority to make changes to the appropriations limits based on revised Appropriations Limit Procedure Guidelines when issued by the State Controller's County Accounting Standards and Procedures Committee, and when other necessary population and non-residential property value change information becomes available.

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

Resolution Exhibit A

Sonoma County Transit
 FY 2014-15
 TDA/STA Coordinated Claim Summary
 Prepared: 08-01-14

TDA Claim Summary

County TDA Apportionment	\$6,032,059	
County Contribution to Golden Gate Transit	(1,740,412)	
Subtotal - County TDA	4,291,647	51.96%
City TDA Contributions*	3,968,270	48.04%
*Includes City contributions for County provided local transit services, intercity transit services, ADA paratransit and municipally operated services in Cloverdale.		
Total TDA Available	\$8,259,917	100.00%

STA Claim Summary* (FY 2015 funds only, does not include prior-year funds available to claim)

County - Population Based Fund	\$1,153,890	
County - Revenue Based Fund	150,158	
County - Regional Paratransit Fund	235,759	
Total	\$1,539,807	
STA - County Funds	1,490,150	
STA - City Contributions to SCT*	49,657	

TDA/STA Combined Claim Summary

TDA - County	\$4,291,647	
STA - County	1,490,150	
Total County TDA/STA	5,781,797	59.00%
TDA - City Contributions	3,968,270	
STA - City Contributions	49,657	
Total City TDA/STA	4,017,927	41.00%
Total FY 2015 TDA/STA Revenue	9,799,724	100.00%



DEPARTMENT OF
FINANCE
OFFICE OF THE DIRECTOR

EDMUND G. BROWN JR. ■ GOVERNOR
STATE CAPITOL ■ ROOM 1145 ■ SACRAMENTO CA ■ 95814-4998 ■ WWW.DOF.CA.GOV

May 2014

Dear Fiscal Officer:

Subject: Price and Population Information

Appropriations Limit

The California Revenue and Taxation Code, section 2227, mandates the Department of Finance (Finance) to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2014, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2014-15. Attachment A provides the change in California's per capita personal income and an example for utilizing the price factor and population percentage change factor to calculate the 2014-15 appropriations limit. Attachment B provides city and unincorporated county population percentage change. Attachment C provides population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

Population Percent Change for Special Districts

Some special districts must establish an annual appropriations limit. Consult the Revenue and Taxation Code section 2228 for further information regarding the appropriations limit. Article XIII B, section 9(C), of the State Constitution exempts certain special districts from the appropriations limit calculation mandate. The Code and the California Constitution can be accessed at the following website: <http://leginfo.legislature.ca.gov/faces/codes.xhtml>.

Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this issue should be referred to their respective county for clarification, or to their legal representation, or to the law itself. No state agency reviews the local appropriations limits.

Population Certification

The population certification program applies only to cities and counties. Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2014.**

Please Note: Prior year's city population estimates may be revised.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

MICHAEL COHEN
Director
By:

KEELY M. BOSLER
Chief Deputy Director

Attachment

- A. **Price Factor:** Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2014-15 appropriation limit is:

Per Capita Personal Income

Fiscal Year (FY)	Percentage change over prior year
2014-15	-0.23

- B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2014-15 appropriation limit.

2014-15:

Per Capita Cost of Living Change = -0.23 percent
Population Change = 0.95 percent

Per Capita Cost of Living converted to a ratio: $\frac{-0.23 + 100}{100} = 0.9977$

Population converted to a ratio: $\frac{0.95 + 100}{100} = 1.0095$

Calculation of factor for FY 2014-15: $0.9977 \times 1.0095 = 1.0072$

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2013 to January 1, 2014 and Total Population, January 1, 2014

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total</u>
	2013-2014	1-1-13	1-1-14	1-1-2014
Sonoma				
Cloverdale	0.06	8,636	8,641	8,641
Cotati	0.08	7,282	7,288	7,288
Healdsburg	0.66	11,465	11,541	11,541
Petaluma	0.72	58,581	59,000	59,000
Rohnert Park	0.05	40,700	40,722	40,722
Santa Rosa	0.46	169,452	170,236	170,236
Sebastopol	0.31	7,417	7,440	7,440
Sonoma	1.03	10,691	10,801	10,801
Windsor	0.28	27,028	27,104	27,104
Unincorporated	0.27	145,996	146,390	147,713
County Total	0.39	487,248	489,163	490,486

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Attachment C
Annual Percent Change in Population Minus Exclusions*
January 1, 2013 to January 1, 2014

County	<u>Percent Change</u> 2013-14	<u>Population</u> 1-1-13	<u>Minus Exclusions</u> 1-1-14
Alameda			
Incorporated	1.55	1,403,057	1,424,751
County Total	1.50	1,546,928	1,570,128
Alpine			
Incorporated	0.00	0	0
County Total	0.09	1,078	1,079
Amador			
Incorporated	-1.12	12,179	12,042
County Total	-1.24	33,653	33,236
Butte			
Incorporated	0.72	137,907	138,901
County Total	0.54	221,127	222,316
Calaveras			
Incorporated	-0.80	3,756	3,726
County Total	-0.71	44,864	44,544
Colusa			
Incorporated	2.32	11,273	11,534
County Total	0.11	21,636	21,660
Contra Costa			
Incorporated	0.93	912,062	920,589
County Total	0.98	1,075,974	1,086,553
Del Norte			
Incorporated	0.56	4,257	4,281
County Total	0.45	25,262	25,376
El Dorado			
Incorporated	0.14	31,890	31,936
County Total	0.21	181,886	182,275
Fresno			
Incorporated	1.25	780,318	790,084
County Total	1.16	947,737	958,759

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Attachment C
Annual Percent Change in Population Minus Exclusions*
January 1, 2013 to January 1, 2014

County	<u>Percent Change</u> 2013-14	<u>--- Population</u> 1-1-13	<u>Minus Exclusions</u> 1-1-14
Glenn			
Incorporated	0.75	13,734	13,837
County Total	0.42	28,136	28,255
Humboldt			
Incorporated	0.01	62,861	62,866
County Total	-0.03	134,488	134,447
Imperial			
Incorporated	0.74	138,574	139,602
County Total	0.67	172,336	173,498
Inyo			
Incorporated	-0.36	3,889	3,875
County Total	-0.28	18,518	18,467
Kern			
Incorporated	1.66	530,360	539,149
County Total	1.42	835,408	847,269
Kings			
Incorporated	0.27	102,153	102,424
County Total	0.18	129,076	129,303
Lake			
Incorporated	0.50	19,902	20,001
County Total	0.26	64,428	64,596
Lassen			
Incorporated	-2.78	9,404	9,143
County Total	-2.89	24,842	24,124
Los Angeles			
Incorporated	0.81	8,913,869	8,986,282
County Total	0.78	9,953,626	10,031,664
Madera			
Incorporated	0.00	75,103	75,105
County Total	-0.14	147,222	147,023

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Attachment C
Annual Percent Change in Population Minus Exclusions*
January 1, 2013 to January 1, 2014

County	<u>Percent Change</u> 2013-14	<u>Population</u> 1-1-13	<u>Minus Exclusions</u> 1-1-14
Marin			
Incorporated	0.44	186,992	187,814
County Total	0.42	250,341	251,401
Mariposa			
Incorporated	0.00	0	0
County Total	0.60	18,255	18,365
Mendocino			
Incorporated	0.50	28,782	28,926
County Total	0.59	88,314	88,836
Merced			
Incorporated	0.67	170,691	171,839
County Total	0.96	260,810	263,302
Modoc			
Incorporated	-1.55	2,710	2,668
County Total	-1.79	9,270	9,104
Mono			
Incorporated	-1.21	8,197	8,098
County Total	-1.12	14,169	14,011
Monterey			
Incorporated	0.84	302,602	305,143
County Total	0.95	404,427	408,255
Napa			
Incorporated	0.41	111,091	111,543
County Total	0.38	136,545	137,070
Nevada			
Incorporated	-0.08	31,690	31,665
County Total	0.05	97,084	97,130
Orange			
Incorporated	0.94	2,963,791	2,991,615
County Total	0.93	3,084,324	3,113,088

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Attachment C
Annual Percent Change in Population Minus Exclusions*
January 1, 2013 to January 1, 2014

County	<u>Percent Change</u> 2013-14	<u>Population</u> 1-1-13	<u>Minus Exclusions</u> 1-1-14
Placer			
Incorporated	1.68	250,045	254,244
County Total	1.47	360,802	366,115
Plumas			
Incorporated	-1.49	2,012	1,982
County Total	-1.28	19,389	19,140
Riverside			
Incorporated	1.09	1,886,877	1,907,390
County Total	1.12	2,245,447	2,270,576
Sacramento			
Incorporated	0.83	874,426	881,696
County Total	0.76	1,437,887	1,448,791
San Benito			
Incorporated	0.83	38,264	38,581
County Total	0.77	57,079	57,517
San Bernardino			
Incorporated	0.79	1,750,720	1,764,569
County Total	0.78	2,036,953	2,052,770
San Diego			
Incorporated	1.26	2,631,041	2,664,112
County Total	1.23	3,083,107	3,120,897
San Francisco			
Incorporated	1.29	825,762	836,388
County Total	1.29	825,762	836,388
San Joaquin			
Incorporated	0.93	558,164	563,363
County Total	1.10	699,080	706,770
San Luis Obispo			
Incorporated	-0.22	152,425	152,095
County Total	0.09	266,231	266,476

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Attachment C
Annual Percent Change in Population Minus Exclusions*
January 1, 2013 to January 1, 2014

County	<u>Percent Change</u> 2013-14	<u>Population</u> 1-1-13	<u>Minus Exclusions</u> 1-1-14
San Mateo			
Incorporated	1.20	672,783	680,874
County Total	1.17	736,453	745,051
Santa Barbara			
Incorporated	0.84	289,914	292,358
County Total	0.92	422,646	426,554
Santa Clara			
Incorporated	1.56	1,753,855	1,781,295
County Total	1.50	1,839,877	1,867,538
Santa Cruz			
Incorporated	1.20	136,398	138,038
County Total	1.27	268,104	271,497
Shasta			
Incorporated	0.39	111,255	111,686
County Total	0.25	178,845	179,288
Sierra			
Incorporated	-0.68	734	729
County Total	-0.83	3,115	3,089
Siskiyou			
Incorporated	0.36	20,600	20,675
County Total	0.58	44,889	45,151
Solano			
Incorporated	1.04	390,205	394,246
County Total	1.02	408,443	412,624
Sonoma			
Incorporated	0.45	341,252	342,773
County Total	0.39	487,248	489,163
Stanislaus			
Incorporated	0.63	412,787	415,392
County Total	0.57	523,038	526,042

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Attachment C
Annual Percent Change in Population Minus Exclusions*
January 1, 2013 to January 1, 2014

County	<u>Percent Change</u> 2013-14	<u>Population</u> 1-1-13	<u>Minus Exclusions</u> 1-1-14
Sutter			
Incorporated	0.54	73,757	74,158
County Total	0.45	95,302	95,733
Tehama			
Incorporated	-0.01	22,148	22,146
County Total	0.27	63,323	63,493
Trinity			
Incorporated	0.00	0	0
County Total	-0.10	13,286	13,273
Tulare			
Incorporated	0.87	309,525	312,222
County Total	0.75	455,499	458,931
Tuolumne			
Incorporated	0.10	4,784	4,789
County Total	-0.06	50,634	50,603
Ventura			
Incorporated	0.82	737,107	743,154
County Total	0.79	831,369	837,896
Yolo			
Incorporated	1.02	179,868	181,694
County Total	0.70	204,953	206,381
Yuba			
Incorporated	0.33	15,709	15,761
County Total	0.56	71,605	72,009

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Resolution Exhibit C

Notice of Fiscal Year 2014-15 Appropriation Limit Adoption
for County Government and Board of Supervisors Governed
Special Districts and Service Areas in Compliance with
Article XIII B of the State Constitution

Notice is hereby given that the Board of Supervisors of the County of Sonoma, as the governing body of said county and various Special Districts and County Service Areas, will complete the establishment of appropriations limits in compliance with Article XIII B of the State Constitution for said county including said Special Districts and County Service Areas, for the 2014-15 fiscal year, commencing July 1, 2014 and ending June 30, 2015, and that supporting documentation will be available to citizens requesting them at the Office of the County Administrator, 575 Administration Drive, Room 104A, Santa Rosa, California on and after August 4, 2014. The governmental entities having appropriation and revenue limits established may include, but are not limited to, the Sonoma County Government; Sonoma County Water Agency; County Service Area #40 (Fire Services), County Service Area #41 (Multi-Services), Community Facilities Districts #4 (Wilmar), #5 (Dry Creek), and #7 (Mayacamas); Bittner Lane Permanent Road District; Monte Rosa Division #1 Permanent Road District; Peaks Pike Permanent Road District and Sonoma County Agricultural and Open Space District.

Notice is further given that appropriation limits will be adopted on August 19, 2014, in the Board of Supervisors Chambers, 575 Administration Drive, Room 102A, Santa Rosa, California. In accordance with law, appropriation limits supporting documentation is available for review at the County Administrator's Office, 575 Administration Drive, Room 104, and Santa Rosa, California.

VERONICA A. FERGUSON
Clerk of the Board of Supervisors

By: _____



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: August 19, 2014

Vote Requirement: Majority

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

Staff Name and Phone Number:

Jennifer Murray (707) 565-6673

Supervisorial District(s):

All

Title: Authorization of a \$50 Meeting Stipend and Travel and Expense Reimbursements for Members of the Community and Local Law Enforcement Task Force

Recommended Actions:

Adopt a resolution authorizing a \$50 per meeting stipend and travel and expense reimbursement to Community and Local Law Enforcement Task Force Members and applying the Sonoma County Administrative Policy 3-2: Policy for Travel and Meal Reimbursements to the Community and Local Law Enforcement Task Force, as needed.

Executive Summary:

The Board is being asked to consider authorizing Members of the Community and Local Law Enforcement Task Force to be eligible to receive compensation in the form of a meeting stipend, as is provided for some Boards and Commissions. The amount of compensation varies for Boards and Commissions, ranging from \$25 per meeting to \$125 per meeting. This item requests adoption of a resolution authorizing a \$50 per diem stipend for attendance at meetings (up to a limit of four meetings per month) as well as reimbursement for costs associated with limited conference attendance for some of the Task Force Members in accordance with the County of Sonoma travel and training reimbursement policy.

HISTORY/BACKGROUND

On December 3, 2013, the Board of Supervisors created the Community and Local Law Enforcement Task Force (Task Force), appointing 21 individuals as members. The majority of these individuals are not county employees and are community members that represent a diverse community demographically, geographically and from all walks of life who volunteered to take on this community service. The Task Force was charged with making recommendations to the Board of Supervisors on a potential citizen review or citizen oversight board for local law enforcement; reviewing and making recommendations about community policing; reviewing whether the County should separate the duties of the Office of the Coroner from the Office of the Sheriff; and bringing to the Board of Supervisors any additional feedback on issues that merit County attention. The Task Force began meeting in January, 2014, and started

laying out a work plan. The Task Force created 3 Subcommittees in order to complete their work. Between the full Task Force meetings and the Subcommittee meetings, Task Force Members are attending 3 to 4 meetings per month. At the time the Task Force was created, there was no provision made for a meeting stipend.

COMPENSATION FOR MEETINGS

The Task Force Members attend full Task Force meetings 1 to 2 times per month in addition to 2 to 3 subcommittee meetings each month, depending upon scheduling. Task Force members anticipate continuance of the 3-4 meeting per month schedule through mid- December. The Task Force timeline is anticipated to conclude in March, 2015, with Task Force subcommittee meetings reducing in frequency beginning in January, 2015.

Previously, the County has provided compensation in the form of a per diem stipend for members of some boards and commissions. For example, the Sonoma County Salary Resolution provides meeting stipends for members of the Planning Commission, the Board of Zoning Adjustment, LAFCO, the Assessment Appeals Board and the Civil Service Commission at a rate of \$75 for each half day and \$125 for each full day per diem for each meeting. The Salary Resolution further provides a per meeting stipend to members of the Retirement Board (\$100 per meeting), the North Sonoma County Air Pollution Control District Hearing Board (\$75 per meeting) and the Board of Building Appeals (\$25 per meeting) The Board of Supervisors has adopted resolutions providing for compensation of Boards and Commissions that are not listed in the Salary Resolution. For example, the Agricultural Preservation & Open Space Fiscal Oversight Commission receives a per diem meeting stipend of \$100 and the Public Authority Advisory Committee receives a per diem meeting stipend of \$35. The majority of the Boards or commissions that receive compensation meet once monthly.

The County of Sonoma has regularly encouraged participation of volunteers on commissions, committees and boards by paying this meeting stipend. Due to the complexity of the scope of work of the Task Force, they are meeting frequently in order to complete the tasks assigned to them by the Board of Supervisors Approved Charter.

TRAINING/MEETING EXPENSES

As Task Force members have moved forward in learning about issues around which they have been asked to make recommendations, attendance at various conferences would be helpful and informative in their work. For example, in September the National Association for Civilian Oversight of Law Enforcement will be holding their annual conference in Kansas City, Missouri. Four members of the Law Enforcement Oversight Subcommittee have expressed interest in attending this conference to gain insight from and exchange information with other individuals and agencies working to establish oversight of law enforcement. The information can be brought back and shared with other members of the Subcommittee and Task Force. Members attending this conference will have a chance to engage in constructive dialogue about the principles and practice of civilian oversight. For the county to authorize reimbursement for expenses related to this conference in accordance with the County's adopted Travel and Training Reimbursement policy, it is necessary for the Board of Supervisors to adopt a Resolution applying the policy to the Community and Local Law Enforcement Task Force.

AUTHORITY TO PAY STIPEND AND TO REIMBURSE EXPENSES

Section 6 of Sonoma County’s Salary Resolution dated December 11, 2013, sets forth the compensation authority for specific boards and commissions and provides that other boards and commissions shall be compensated as provided by resolution of the Board of Supervisors. The Community and Local Law Enforcement Task Force is not a specified commission in Section 6 of the Salary Resolution; however, Section 6.6 provides that “other boards and commissions shall be compensated as provided by resolution of the Board of Supervisors.” Allowing a per diem meeting stipend to this Task Force is consistent with the Board’s prior actions allowing stipends and reimbursements to other commissions.

The Board must adopt a resolution authorizing the payment of a stipend and reimbursement of training related expenses in order for the County Administrator’s Office to administer this reimbursement. Without this action by the Board, the Task Force members would not be eligible for a meeting stipend or for reimbursement of training expenses.

REQUIREMENT FOR AB 1234 TRAINING

If the Board chooses to provided compensation of a stipend and/or apply the County’s Travel and Training Policy to the Community and Local Law Enforcement Task Force, this will trigger a requirement that all Task Force members complete ethics training required by Assembly Bill 1234. This training must be completed before any reimbursement is provided and the County Administrators Office will facilitate the coordination of this training which can be achieved by completing a free online training course provided by the Fair Political Practices Commission.

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	\$	County General Fund	\$ 30,000
Add Appropriations Req'd.	\$ 30,000	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 30,000	Total Sources	\$ 30,000

Narrative Explanation of Fiscal Impacts (If Required):

The budgeted amount referenced above is broken down into the following components:

The monthly per diem stipend for the Task Force Members would vary, depending on how many Task Force and Subcommittee meetings each Member attends. A \$50 per meeting stipend is recommended,

with a maximum reimbursement per member of \$200 per month. 21 members are likely eligible to receive the stipend at a potential cost of approximately \$4000, per month, in total, with meeting attendance expected to reduce in frequency beginning in January 2015. For the 7 month period of September 2014-March 2015, total stipend expense should not exceed \$20,000.

For reimbursement of meeting or conference related expenses, funds would not exceed \$10,000 in total.

These costs would not be retroactive as expenses can only be reimbursed on a going forward basis. At the time the budget was developed, money was not set aside for these expenses. Additional appropriations will be needed and will be included during the first quarter Consolidated budget adjustments.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

Attachments:

County Administrative Policy 3-2: Policy for Travel and Meal Reimbursements
Resolution Providing Compensation for Community and Local Law Enforcement Task Force Members

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

Sonoma County Salary Resolution Revised 12.11. 2013



County of Sonoma
State of California

Date: August 19, 2014

Item Number: _____

Resolution Number: _____



4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Authorizing Travel and Meal Reimbursements and a \$50 Meeting Stipend for Members of the
Community and Local Law Enforcement Task Force**

Whereas, members of the Community and Local Law Enforcement Task Force (“Task Force”) have been appointed by the Board of Supervisors to hold meetings open to the public and to develop recommendations in accordance with the Task Force Charter; and

Whereas, members of a subcommittee of the Task Force, the Law Enforcement Accountability Subcommittee, have expressed interest in attending a conference in Kansas City, Missouri to gain insight from and exchange information with other individuals and agencies working to establish civilian oversight committees to review law enforcement activities; and

Whereas, the County of Sonoma recognizes the importance of learning from other jurisdictions across the nation that have established successful civilian oversight committees and empowering the Task Force members to consider whether to make such a recommendation for Sonoma County; and

Whereas, the County of Sonoma has encouraged the participation of volunteers on Board approved commissions, committees and boards; and

Whereas, the County of Sonoma has provided a per diem meeting stipend and reimbursement of training expenses for members of some of the Board approved commissions, committees and boards; and

Whereas, the Task Force is not identified as a Commission authorized to receive compensation in the Sonoma County Salary Resolution revised December 11, 2013 (“Salary Resolution”); and

Resolution #

Date:

Page 2

Whereas, the Salary Resolution specifies that a Board or Commission can be compensated upon a resolution being adopted by the Board of Supervisors;

Now, Therefore, Be It Resolved that the Board of Supervisors sets forth the following compensation for the Members of the Community and Local Law Enforcement Task Force:

1. Members shall be allowed a per diem stipend of \$50 per meeting for attendance at Task Force meetings and Task Force subcommittee meetings to which they have been assigned, up to a limit of four (4) meetings per month per Member.
2. Members shall be allowed travel and training expenses in accordance with the Sonoma County Administrative Policy 3-2 as adopted by Resolution 07-0762 as revised on September 11, 2007, to be administered by the County Administrator and not to exceed \$10,000 in total reimbursement for all of the Task Force Members for the remainder of the FY 2014-15 fiscal year.

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



ADMINISTRATIVE POLICY 3-2:

- A. **Policy for Travel and Meal Reimbursements:**
- B. **Within County, Out of County (Within State), Out of State**

Approved: Board of Supervisors

Authority: Auditor Controller

County Administrator

Resolution: 07-0762

Revised Date: 09/11/07

I. Purpose

To establish criteria and approval authority for reimbursement of travel and meal expenses for County employees, Department/Agency Head/General Manager, Boards and Commissions and Elected Officials. This replaces Administrative Policy Manual section 3-2, which was adopted by the Board of Supervisors by resolution no. 89-2198. This policy is also being adopted to conform existing policy for all county employees to the travel reimbursement policy adopted by resolution # 06-0121, which implemented AB 1234, Stats. 2005, ch 700.

II. Policy

Public funds shall be spent to pay actual and necessary travel expenses of County employees, Department/Agency Head/General Manager, Boards and Commissions and Elected Officials only in accordance with this policy. In the event expenses are incurred which exceed those listed in this policy, the cost borne or reimbursed will be limited to the costs that fall within this policy. No reimbursement for travel shall be paid from public funds for County employees, Department/Agency Head/General Manager, Boards and Commissions and Elected Officials except as authorized by this policy, and in conformance with adopted budgets. This policy shall also be subordinate to any other provisions of law pertaining to travel. This policy applies to any travel claim, notwithstanding the source of funding, including the management benefit allowance and textbook and tuition funds except as may be specifically contradicted otherwise in an applicable Memorandum of Understanding (MOU). Nothing within this policy restricts the Auditor Controller Treasurer Tax Collector Office from exercising its authority under State Statutes.

A. Travel Reimbursement Criteria

1. Types of occurrences for which expenses may be paid.

Travel and meal expenses may be paid only when they are incurred for the purposes of conducting official County business, representing the County in an official capacity, or for obtaining training or information directly beneficial to departmental operations.

The actual cost of travel should be reasonable, utilizing the least expensive methods available as determined by the appropriate Department/Agency Head/General Manager or designee, given the particular circumstances involved in each trip.

By Department/Agency Head/General Manager or designee approving the travel and meal reimbursement, it is assumed that the travel expenses incurred are considered reasonable and necessary by the Department/Agency Head/General Manager or designee.

2. Expenses that can be paid or reimbursed.

a. Transportation expenses.

Actual and necessary transportation expenses consist of the most economical mode and class of transportation reasonably consistent with scheduling needs and cargo space requirements, using the most direct and time-efficient route, based on a determination by the appropriate Department/ Agency Head/General Manager or designee, given the particular circumstances involved in each trip. In addition, government or group rates shall be used when available. Personal vehicle mileage costs will be reimbursed based on the provisions of the current applicable salary resolution. A personal automobile mileage claim form must be completed and personal vehicle mileage costs will be reimbursed through payroll.

b. Lodging expenses.

Actual and necessary lodging expenses may be paid or reimbursed when travel on official County business reasonably requires an overnight stay. If such lodging is in connection with a conference, lodging expenses must not exceed the group rate published by the conference sponsor for the meeting in question if such rates are available at the time of booking. If the group rate is not available or for expenses not associated with a conference, government rates must be requested, when available. Lodging rates that are equal to or less than government rates are assumed to be reasonable and reimbursable for purposes of this policy. In the event that government rates are not available at a given time or in a given area, lodging rates that do not exceed the median retail price for lodging for that area shall be considered reasonable and reimbursable. By Department/Agency Head/General Manager or designee approving the lodging reimbursement, it is assumed that the lodging expenses incurred are considered reasonable and necessary.

c. Meal expenses.

Actual and necessary meal expenses, including gratuities, may be paid or reimbursed when traveling on official County business outside the geographical boundaries of Sonoma County, and should not exceed a maximum of \$90 each day per person. Receipts will be required to document meal expenses under this provision. This amount will be adjusted each year, effective on the date the Board of Supervisors approves the County budget, to reflect changes in the cost of living for Sonoma County in accordance with the Capital Personal Income (CPI) provided by the State Department of Finance by May 1 for calculation of the Prop 4 annual adjustment. The annual adjustment will be based on this area whether travel is within the area or not. The County Auditor-Controller Treasurer Tax Collector will maintain a record of any annual change in this amount and shall, each year notify the public entities for which this policy is adopted, by posting the new limitations on the County intranet and/or internet.

At the discretion of the Department/Agency Head/General Manager or designee, departments may elect to reimburse for meals utilizing an amount equal to or lesser than the Federal per diem rate. If a per diem rate is utilized, no receipts will be required for meal purchases.

If traveling in a group, an individual may cover the cost of meals for a group and claim reimbursement for the full amount. In this case, the number of people for whom the meal was purchased must be noted, along with their names, titles and a statement of the business purpose.

Expenses for alcoholic beverages will not be paid or reimbursed by the County.

d. Miscellaneous expenses.

Actual tolls, ground transportation, parking expenses, communications (fax, telephone, postage and copying/printing), and laundry costs for lengthy trips may be paid or reimbursed if considered reasonable and necessary and approved by the Department/Agency Head/General Manager or designee.

e. Other expenses.

Other actual and necessary expenses not listed in this policy may be paid for or reimbursed if considered reasonable and necessary and approved by the Department/Agency Head/General Manager or designee.

3. Expense report content and submission requirements.

All expense reimbursement requests must be submitted on an authorization for travel and expenses report form (expense reports). Expense reports must identify how the expenses relate to the conduct of County business and document that the expense in question met the requirements of this policy. Expense reports must be submitted within 60 days of return and must be accompanied by receipts documenting each expense. In some cases, receipts may not be readily available, such as for tips, parking meters, and bridge toll. In these limited instances, the employee may submit a substitute receipt or form, signed by the employee, certifying that the receipt was not available to submit. This substitute receipt or form will serve as the official receipt documenting the expense. Employees should make every attempt to obtain receipts for all travel expenses claimed.

The above criteria apply for ALL travel reimbursement. Special requirements or exceptions are as follow:

a. County employees.

County employees will obtain prior approval, on a County travel authorization form, from the Department/Agency Head/General Manager or designee for travel and meal reimbursements under this policy. Upon approval by

Department/Agency Head/General Manager or designee, employees will be reimbursed for expenses incurred.

b. Department/Agency Head/General Manager – appointed or elected

No prior approval is required. Department/Agency Head/General Manager can approve their own travel reimbursement claims within amounts included in their own travel budget.

c. Members of Boards/Commissions.

Members of Boards/Commissions can approve their own travel reimbursement claims within amounts included in their own travel budget. However, there is an additional reporting requirement for members of boards and commissions. At the next regular board or commission meeting at which the member is present, following any public expenditure on behalf of that member or expense for which a member is seeking reimbursement, the member claiming reimbursement shall briefly report on the conference or meeting(s) attended. Some Advisory Commissions may require additional approvals before incurring travel expenses.

B. Additional Meal Reimbursement Criteria for In County Meals/Snacks and Drinks

1. Reimbursement for meal expenses of Department/Agency Head/General Manager or designee, and Members of Boards/Commissions while conducting business within the County.

Department/Agency Head/General Manager or designee, and members of Boards/Commissions shall be reimbursed for meal expenses incurred while promoting the interests of Sonoma County within their particular areas of responsibility. Such expenses may include costs for persons who are not County employees but who are in a position to significantly affect the interests of the County.

Claims for such expenses shall include receipts supporting the reimbursement requested. In these cases, additional documentation must be provided with the request for payment as noted below under additional documentation related to in county purchases of food/drinks/snacks. By signing off as claimant on the request for reimbursement, the official is swearing to the facts justifying the expense under the provisions of this policy.

When multiple meals are claimed for a single day, the total amount reimbursed must fall within the amount approved by the limits established by this policy.

2. Reimbursement for meals/snacks for meetings of employee workgroup/advisory committees or events.

With Department/Agency Head/General Manager or designee approval, meals or snacks, purchased by the department, for staff, trainers, speakers, and subject matter experts required to attend trainings, meetings and events, which result in staff working during meal time, may be paid or reimbursed by the County. In the case when staff is working after normal work

hours, and it is more practical to provide meals than to have staff leave and return, meals may be paid or reimbursed by the County. The need to schedule meetings during mealtime should be necessary and extraordinary. In these cases, additional documentation must be provided with the request for payment as noted below under additional documentation related to in county purchases of food/drinks/snacks.

With Department/Agency Head/General Manager or designee approval, the cost for meals or snacks can be reimbursed when they are provided to advisory committees, oversight groups, volunteers, or others with direct influence or involvement with County programs or services. In these cases, additional documentation must be provided with the request for payment as noted below under additional documentation related to in county purchases of food/drinks/snacks.

3. Meals during emergency situations.

With Department/Agency Head/General Manager or designee approval, when employees and/or volunteers are required to work continually before, during, and after normal meal periods to respond to emergencies, the County may provide those employees with a snack or a meal, provided the amounts claimed are within the limitations of this policy. In these cases, a written explanation must be provided detailing the emergency situation, and additional documentation must be provided as noted below under additional documentation related to in county purchases of food/drinks/snacks.

4. Additional documentation related to in county purchases of food/drinks/snacks.

Every attempt should be made to provide as much documentation as possible when in county food/drinks/snacks are purchased for employees or others. At a minimum, a written explanation must be provided detailing the business purpose and the number of people these items were provided for. By Department/Agency Head/General Manager or designee approving the claim for reimbursement, it is assumed that the expenses incurred are considered reasonable and necessary.

C. Out of State Travel Criteria

Out of state travel, lodging and meal expenses incurred while on County business outside of the State of California shall be reimbursed on an actual cost basis. Such travel requests must state the purpose, dates, duration, and destination of the proposed trip. The position and name of the employee must be included. The estimated cost and funding sources must be identified. Requests must be justified with respect to a demonstrated need and expected benefit to the County.

1. Department/Agency Head/General Manager or Designee approval authority.

Department/Agency Head/General Manager or designee are authorized to approve the first two out-of-state trips in a fiscal year and actual cost reimbursements for travel, lodging, and meals for an employee (including the department head).

2. County Administrator approval required.

Approval by the County Administrator is required for the third out-of-state trip in a fiscal year (including the department head).

3. Board of Supervisors' approval required.

Approval of the Board of Supervisors is required for more than three out-of-state trips in a fiscal year (including the department head). Any requests for Board of Supervisors' approval requires a recommendation from the County Administrator.

4. Specific Sheriff Department Exemption.

In certain job assignments, Sheriff Department employees are required to travel out-of-state as a regular part of their duties. In these unique and special circumstances, the Sheriff shall have the authority to approve in a fiscal year three or more out-of-state trips per employee and the associated cost reimbursements for travel, lodging, and meals. Examples falling under this exception include the transportation of prisoners out of state (extraditions), significant criminal or civil investigations that require out of state travel, Court orders requiring department employees to testify out of state, and employee background investigations that require out of state travel to complete.



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 19, 2014

Vote Requirement: Majority

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

Staff Name and Phone Number:

Veronica Ferguson 565-2431

Supervisorial District(s):

All

Title: Legislative Platform Amendment and Temporary Shelter for Unaccompanied Immigrant Minors

Recommended Actions:

- 1) Amend the 2014 legislative program to support action to address the growing number of unaccompanied children crossing the border consistent with the National Association of Counties position.
- 2) Authorize Human Services staff to explore a temporary shelter program that would help with the current humanitarian crisis of unaccompanied immigrant minors.

Executive Summary:

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

Unaccompanied Immigrant Minors

The United States is currently experiencing an unprecedented wave of children traveling alone through Mexico, without parents or other family members, and arriving at our southern border. The number of these children detained by the Department of Homeland Security (DHS) has increased from an average of 6,500 per year prior to 2011 to 60-90,000 children expected in 2014. Although mostly teenage boys in 2011, the number of girls, including pregnant and parenting teens, and younger children has steadily increased. Due to the growing humanitarian crisis caused by the rapid increase seen in this population, the National Association of Counties (NACo) adopted a resolution at their annual conference calling on the Obama Administration and Congress to address the crisis by providing adequate federal funds for shelter and care.

Currently, the County's legislative program does not include a specific issue related to unaccompanied immigrant minors. Because of the value Sonoma County places in being a Safe, Healthy & Caring

Community, and the unprecedented number of children who are in need of immediate housing, the County Administrator recommends that the 2014 Legislative Program be amended to include support of action to address the growing number of unaccompanied children crossing the border.

Assemblymember Marc Levine is working on legislation related to unaccompanied immigrant minors, and with this addition to the Legislative Program the County will be poised to support his bill and any others on a state or federal level that make it possible for these children to stay and be safe from the violence and extreme poverty which they have fled in Central America.

Temporary Shelter Program

Once in the custody of Department of Homeland Security, unaccompanied immigrant minors (called Unaccompanied Alien Children, or “UAC”) are transferred to the Department of Health and Human Services Office of Refugee Resettlement (ORR) for care while their legal case is reviewed by the Executive Office for immigration review by the U.S. immigration court. ORR provides services similar to child welfare but governed by a different set of laws and settlement agreements.

In California, ORR already has agreements in place for a variety of services with a number of counties and organizations within those counties most impacted by the refugee population. These include Alameda, Los Angeles, Orange, Sacramento, Santa Clara and San Diego counties, which receive funding based on the number of refugee arrivals in the last five years. ORR is responsible for housing unaccompanied immigrant minors while their cases are being considered, and they are in the process of identifying additional shelter space to accommodate the increasing number of children in need of housing. Santa Clara County has already authorized the development of a plan to temporarily house up to 90 children. The Sonoma County Human Services Director is currently in discussions with ORR to ascertain if there is any interest in a temporary shelter program in Sonoma County, possibly utilizing the Valley of the Moon Children’s Home.

The Children’s Home has capacity for up to 60 children, with a current daily population of 12, but limited capacity to serve monolingual residents. There are a number of factors to be considered in discussions with ORR, including the amount of federal reimbursement available, ORR’s need in the area, a clear understanding of the HSD role as a “temporary provider”, and determination of whether there are any conflicts with State licensing requirements if HSD assumed a role. In addition, there may be private resources available in Sonoma County that could be organized to bolster County activities. Because of these factors, HSD is requesting authorization from the Board to continue to explore the feasibility of serving in this capacity and would return to the Board with a definitive recommendation should ORR express any interest in us participating.

Prior Board Actions:

12/3/13: Board adopted the 2014 State and Federal Legislative Program

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

Advocating for unaccompanied immigrant minors and considering the provision of temporary shelter services contributes to the desired outcome of having sheltered and socially supported community members.

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):

The fiscal impact will be one of the areas that staff will assess if the Board directs staff to explore a temporary shelter program for unaccompanied immigrant minors.

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:

2014 State and Federal Legislative Program



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 19, 2014

Vote Requirement: Majority

Department or Agency Name(s): County Administrator, Auditor-Controller-Treasurer-Tax Collector, Information Systems Department, General Services Department

Staff Name and Phone Number:

Donna Dunk-565-3274
Terina Tracy-565-3234

Supervisorial District(s):

All

Title: Enterprise Financial System (EFS) Project Professional Training Services Amendment

Recommended Actions:

Authorize Auditor-Controller-Treasurer-Tax Collector to execute Fourth Amendment with Maverick Solutions, LLC for additional professional training services related to the Enterprise Financial System (EFS) Implementation in the amount of \$102,858 for 7 additional training sessions for EFS Core Project Team members.

Delegate authority to the Auditor-Controller-Treasurer-Tax Collector to approve amendments to the contract with Maverick Solutions, LLC for additional training up to \$25,000.

Executive Summary:

Staff requests approval of Fourth Amendment of Agreement for Professional Training Services with Maverick Solutions LLC., in the amount of \$102,858 for 7 additional classes that were recently identified and deemed important for Core Project Team members to attend to help insure EFS Phase 2 Project success.

Additionally, staff requests delegated authority for the Auditor-Controller-Treasurer-Tax Collector, upon recommendation of the EFS Project Leadership Team to approve amendments to the contract with Maverick Solutions, LLC for additional training up to \$25,000. This delegated authority would be used in the event additional classes are identified and deemed critical to the success of Phase 2 of the EFS project and would be vetted and approved by the EFS Leadership Team prior to further contract amendments.

Background

At the February 5, 2012 Board of Supervisor's meeting, approval was granted for the EFS Implementation Project to replace the existing, mainframe-based finance and budget systems with a new, non-mainframe based integrated financial system to serve all the entities governed by the Board of Supervisors. A key component of the approved EFS implementation Project is Core Project Team Training and end user training, both being identified as critical to a successful implementation. Recognizing the importance of Core Project Team training, a professional training services agreement with Maverick Solutions LLC was included within the February 5, 2013 EFS approved project request.

This initial agreement was for the on-site delivery of 12 training sessions with a duration of 1 – 5 days , and a target audience of 4 -16 students depending upon the class topic and complexity. Contracted training sessions addressed both the functional and technical perspectives of the software and were scheduled to be delivered for each module at the beginning of each phase.

During the planning phase of EFS a certain number of classes/students per class for Phase 1, based upon our understanding of the scope of work for the project, were estimated. As Phase 1 implementation progressed, the need for additional training became clear and additional courses were identified that would benefit the Core Project Team's efforts.

As a result, three additional amendments have been approved with Maverick Solutions LLC. Amendment 1, dated 5/21/13, in the amount of \$39,756 provided on-site delivery of 4 classes with durations of 3-4 days, and a target audience of 4 students. On 5/21/13 your Board also approved amendments for professional training services in an amount not to exceed \$25,000 in the event that additional training opportunities are identified and deemed critical to the EFS Project. Subsequent to the 5/21/13 Board approval, two additional amendments were presented and approved. Amendment 2, dated 1/16/14, in the amount of \$7,000 provided on-site delivery of 2 classes with durations of 1-4 days, and a target audience of 2-4 students depending upon the class topic and complexity. Amendment 3, dated 5/12/14, in the amount of \$18,000 provided on-site delivery of 2 classes with a duration of 2 days each, and a target audience of 7-10 students.

Further, initial planning for EFS Core Project Team training did not include training for all Phase 2 modules, based on the belief that staff would be sufficiently trained through the experience of the Phase 1 implementation, such that specific training for some Phase 2 modules would not be needed. That premise was disproved, and the plan is to provide the Core Project Team training in the Phase 2 modules up front so that they can better participate in making major business process and configuration decisions, and rely less on the implementation vendor.

Therefore, this fourth amendment is requested to fund the additional training. Staff is fairly confident that this amendment will cover Phase 2 training needs without further amendments, however delegated authority for contract amendments up to \$25,000 in total is requested. This additional scope of training has been vetted with the Project Team and the Leadership Team, and draws upon the experience gained from Phase 1. This amendment request is for an additional 7 classes that have been identified as highly desirable and warranted for Phase 2 implementation which includes the grants, contracts and accounts receivable modules. The 7 classes will be delivered over the next three month

period, or sooner, depending on the timing of module configuration and testing as outlined in the detail project plan. A total of 38 training seats will be provided to staff as noted below.

The seven additional classes are as follows:

• Grants	6 students, 4 days	\$17,600
• Contracts	6 students, 4 days	17,600
• Billing	6 students, 3 days	13,400
• PeopleSoft Portal Admin	4 students, 5 days	17,600
• OBIEE Analyses, Dashboards And Agents	6 students, 5 days	21,200
• Procure and Spend Analytics	6 students, 1 day	5,600
• OBIEE Repository and Security Management	4 students, 4 days	<u>17,600</u>
		<u>\$110,600</u>
	Pre-Payment Discount (<u>7,742)</u>
		<u>\$102,858</u>

Considerable planning was completed to determine the appropriate classes to provide Core Project Team members the appropriate functional and technical knowledge to successfully implement Phase 2 modules. Staff believes that these seven additional class offerings carry a high level of importance, and will provide direct benefit to the Core Project Team.

In order to take advantage of the prepayment discount offered by Maverick Solutions LLC, the agreed upon amendment amount of \$102,858, will be paid in advance of service delivery.

Budget

This Service Agreement Amendment amount would increase the total not to exceed contract amount with Maverick Solution LLC to \$323,064. The additional cost of \$102,858 is to be covered through project line item savings realized to date, and does not represent an increase in the overall EFS Project approved budget.

Prior Board Actions:

On February 5, 2013, your Board approved the EFS Implementation Project Budget and associated vendor contracts for software and services, including professional training services with Maverick Solutions LLC.

On May 21, 2013, your Board approved a contract amendment with Maverick Solutions LLC in the amount of \$39,756 with delegated authority to the Auditor-Controller-Treasurer Tax Collector for amendments up to \$25,000. .

Strategic Plan Alignment Goal 3: Invest in the Future

This project also aligns with Strategic goal #4 – Civic Services and Engagement

Fiscal Summary - FY 14-15

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 3.1 million	County General Fund	\$ 3.1 million
Add Appropriations Req'd.	\$ 0	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 3.1 million	Total Sources	\$ 3.1 million

Narrative Explanation of Fiscal Impacts (If Required):

\$3.1 million of available non-departmental funds was appropriated for the EFS Implementation Project 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):

Attachments:

Attachment A – Maverick Solutions LLC Fourth Amendment to Agreement for Professional Training Services

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

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**Fourth AMENDMENT
TO
AGREEMENT FOR PROFESSIONAL TRAINING SERVICES**

This Fourth Amendment to the Agreement for Professional Training Services, dated and effective as of _____, 2014, is by and between the COUNTY OF SONOMA, a political subdivision of the State of California (hereinafter "County") and Maverick Solutions, LLC (hereinafter "Consultant").

WHEREAS, County and Consultant entered into an Agreement for Professional Training Services ("Agreement") on February 5, 2013 for professional training services to be provided by consultant to County's Enterprise Financial System (EFS) Implementation Core Project Team, and

WHEREAS, training delivery was identified by specific class topic, and

WHEREAS, additional training needs have been identified that will provide direct benefit to the Core Project Team, and

WHEREAS, it is necessary to amend the terms of the existing agreement, and to amend Exhibit "A" to include the additional identified training needs consisting of two (7) training courses: Grants, Contracts, Billing, PeopleSoft Portal Administration, OBIEE Analysis, Dashboards, and Agents, Procure and Spend Analytics, and OBIEE Repository and Security Management, and

THEREFORE, THE PARTIES HERETO agree to amend the Agreement as follows:

AGREEMENT

The Agreement is amended as follows:

- I. Item 1 – The total compensation for all services in Section 2 of the Agreement is increased by \$102,858 to a revised not-to-exceed amount of \$323,064 (which includes the original agreement amount of \$155,450 and the increases from Amendment 1 of \$39,756, Amendment 2 of \$7,000 and Amendment 3 of \$18,000).
- II. Item 2 – The Project Team Training Table on page A-4 of Exhibit "A" of Agreement is amended to include the following courses. In order for the County to be entitled to the prepayment discount identified below, all of the below courses must be paid within 45 days of the effective date of this amendment.

• Grants	6 students, 4 days	\$17,600
• Contracts	6 students, 4 days	\$17,600
• Billing	6 students, 3 days	\$13,400
• PeopleSoft Portal Administration	4 students, 5 days	\$17,600
• OBIEE Analyses, Dashboards and Agents	6 students, 5 days	\$21,200
• Procure and Spend Analytics	6 students, 1 day	\$5,600
• OBIEE Repository and Security Management	4 students, 4 day	<u>\$17,600</u>
		\$110,600
	Prepayment Discount	<u>(\$ 7,742)</u>
		\$102,858

BE IT FURTHER AGREED that all other terms and conditions contained in the original agreement dated February 5, 2013, shall remain in full force and effect as though fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the effective date.

CONSULTANT: _____

COUNTY: COUNTY OF SONOMA

By: _____

By: _____
Auditor-Controller-Treasurer-Tax
Collector, David Sundstrom

Name: _____

Date: _____

Title: _____

Date: _____

APPROVED AS TO FORM FOR COUNTY:

By: _____
County Counsel

Date: _____



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors/Board of Directors

Board Agenda Date: August 19, 2014

Vote Requirement: 4/5

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

Staff Name and Phone Number:

Christina Rivera 707-565-2048

Supervisorial District(s):

All

Title: FY 2013-14 Year End Report and Budgetary Adjustments

Recommended Actions:

1. Accept FY 2013-14 Year End Report.
2. Adopt Concurrent Resolution Ratifying FY 2013-14 Close of Books Budgetary Adjustments (4/5 vote).
3. Adopt Sonoma Valley Sanitation District Resolution Ratifying FY 2013-14 Close of Books Budgetary Adjustments (2/3 vote).

Executive Summary:

Annually, staff reports to the Board the prior fiscal year General Fund (GF) ending balance and presents for approval the budgetary adjustments completed by the County Administrator and Auditor-Controller-Treasurer-Tax Collector staffs that were necessary to close the books for prior fiscal year.

Total General Fund year-end actual fund balance available to finance the new fiscal year budget was \$21.9 million, exceeding by \$6.3 million the \$15.6 million assumed in the FY 2013-14 Adopted Budget, which included budget hearing actions.

General Fund Reserve

The Board of Supervisors' FY 2014-15 Adopted Budget Resolution included, "County Auditor-Controller-Treasurer-Tax Collector and the County Administrator are authorized to transfer available year-end County General Fund Balance beyond the amount required in the Adopted Budget in two ways. First, an amount sufficient to meet the minimum reserve of 10% of the adopted FY 2014-15 County General Fund budgeted revenues and up to an additional \$5 million to incrementally increase reserves to 15% over the next five years. Second, any remaining available year-end County General Fund Balance transfers to Contingencies." Consequently, as part of the year-end close of books, the \$6.3 million of undesignated savings was transferred to the GF Reserve. The total new Reserve Balance is \$43,076,633 or 10.5% of the FY 2014-15 General Fund Adopted Revenues of \$410 million.

	Adopted
<i>In Millions</i>	FY 2014-15
Revenue	\$410.3
Beg. Reserve Balance	\$31.8
Contribution:	
• Teeter over 2%	\$3.0
• Contingency Release	2.0
• YE Savings	<u>6.3</u>
	<u>\$11.3</u>
End. Reserve Balance	\$43.1
% of Revenue	10.5%

Also, as FY 2014-15 progresses, unanticipated revenues will be reviewed and presented to the Board with recommendations to meet high priority “Unmet Needs” such as Roads and Pension Liability Reductions. In addition, annual budget adoption will continue to include strategies to increase Reserves balance to the Board’s established target of 15%.

Contingencies

FY 2014-15 Contingencies, after Board approved uses of \$2,000 thus far this fiscal year, is \$1,719,662.

Year End Savings

The year end fund balance available represents savings from the prior fiscal year operations where expenditures were less than budgeted and revenues were greater than budgeted at \$21.9 million. FY 2014-15 adopted budget assumed \$15.6 million in General Fund carryover savings. The \$6.3 million unanticipated year-end savings was generated, for the most part, due to the following variances:

- \$2.1 million better than expected Sales Tax collections.
- \$3.0 million unspent Salaries & Benefits due to vacancies, Pension Reform, and negotiated labor changes.
- \$0.5 million unspent estimated use of Contingencies.
- \$0.7 million in overall departments’ operating savings mainly in unspent contract services, utilities, and rents/leases of buildings.

In addition, before closing the fiscal year, two General Fund designations were established as follows:

- \$730,000 for Information Systems projects not yet completed.
- \$48,000 for the Agricultural Commission Equipment Replacement fund for heavy equipment jointly owned and operated by Sonoma, Napa, and Marin counties

Both of these set asides are intended to finance unrealized expenses which will be re-budgeted into FY 2014-15 via 1st Quarter Consolidated Budget Adjustments.

Year-End Closing Budgetary Adjustments

As in past, each year there is a need for budgetary adjustments to reconcile appropriations within a Departments’ internal budget units. Some of the changes may include the use of available special fund balance and/or recognition of unanticipated revenue reimbursing expenditures exceeding budget. Consistent with prior years’ practice and Board authority, staff completed budgetary actions as described in the attached FYE 2014-15 Budgetary Adjustment Resolution. In total, 89 adjustments

increased expenditure and revenues by \$27 million.

Of the total budgetary adjustment changes, those in the General Fund increased expenditures and revenues by \$6.4 million.

The following lists the most significant dollar values for Fiscal Year-End budgetary changes included in the attached Year-End Budget Adjustment Resolution:

General Fund:

- \$1.4 million was established to recognize one-time residual funds from the liquidation of former Redevelopment Agency Assets, consistent with Board direction, and was transferred to the Reinvestment & Revitalization fund.
- \$4.8 million of previously reduced Health Services Vehicle License Fees (VLF) was increased in the General Fund and passed through to Health Services Realignment Operations to cover reduced 1991 State Sales Tax Realignment per AB85 as described below.

Other Fund:

- \$4.8 million of previously reduced Health Services Vehicle License Fees (VLF) was increased in the General Fund (as noted above) then transferred to Health Services Realignment Operations. Adjustment was offset by a \$3.375 million reduction of 1991 State Sales Tax Realignment redirected back to the state to cover indigent care payment to County Medical Services Program (CMSP) per AB85 funding; and \$2.1 million of increased mental health program fees collected for costs incurred.
- \$1.5 million in existing appropriations were reclassified from Information System operating budget to Strategic Investment Fund to cover the new Legal Case Management System implementation.
- \$850,000 was transferred from the Human Resources Management System to complete the annual Treasury note debt payment.
- \$970,000 of payroll pension contributions above budget, as a result of payroll variations, was appropriated to complete the full transfer to the Retirement System.
- \$5 million of unanticipated Human Services Vehicle License Fee revenue collection, as well as greater Realignment, Temporary Aid for Needy Families (TANF), Cal Works and Medi-Cal state funding allocations were appropriated to cover office expansion, case management services, welfare benefits issued.
- \$1.4 million appropriated to cover small water systems improvements and operating costs; non-cash transaction to record Airport equipment depreciation for the year; and transferred funding from Roads general budget to Bridge operations to cover year-end actual costs.
- \$5.8 million Water Agency revenue and expenditure was adjusted to record the U.S. Bureau of Reclamation grant received and passed through to the Napa & Sonoma Valley Sanitation Districts for the recycled water pipeline project; \$1.3 million expense appropriation to recognize Occidental Sanitation District project abandoned due to property acquisition challenges; \$1.17 million increase in Russian River Sanitation District recognizing loss of fixed asset for abandoned Equalization Basin project and increased costs associated with the Vacation Beach spill.
- \$430,000 adjusted in Regional Parks mostly to appropriate capital projects' available fund balances to cover planning and improvements year-end incurred expenses.

The attachment to the Budgetary Adjustment Resolution includes descriptions for all year-end

requested changes under the Board authority delegated to the County Administrator and Auditor-Treasurer-Tax Collectors for the purpose of timely and properly closing and balancing the 2013-14 fiscal year.

Prior Board Actions:

06/17/2014 Resolution adopting FY 2014-15 Budget authorized CAO and ACTTC to take actions necessary to close fiscal year end books and assign year-end fund balances based on prior Board direction.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Fiscal year-end report ensures sufficient resources are available for the new fiscal year budget and document for fiscal transparency the necessary budgetary adjustments completed by staff.

Fiscal Summary - FY 13-14

Expenditures		Funding Source(s)	
Budgeted Amount	\$	County General Fund	\$
Add Appropriations Req'd.	\$ 27,036,510	State/Federal	\$ 19,834,620
	\$	Fees/Other	\$ 7,309,754
	\$	Use of Fund Balance	\$ (107,864)
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 27,036,510	Total Sources	\$ 27,036,510

Narrative Explanation of Fiscal Impacts (If Required):

Fiscal year end 2013-14 close of books budgetary adjustments increased expenditure authority by \$27,036,510, which was offset by \$27,144,374 in updated revenues. Thus, resulting in a total year-end net cost/use of fund balance reduction for all funds of \$107,864.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

None

Attachments:

Fiscal Year-End 2014-15 Budgetary Resolution

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

None



County of Sonoma
State of California

Date: August 19, 2014

Item Number: _____

Resolution Number: _____



4/5 Vote Required

**Concurrent Resolution Of The Board Of Supervisors Of The County Of Sonoma,
The Board Of Directors Of The Sonoma County Water Agency, The Sonoma
County Community Development Commission, Adjusting The Adopted FY 2013-
14 Budget. (4/5 Vote Required.)**

Whereas, the Board has adopted the Fiscal Year 2013-14 Budget for all Governmental Entities within its jurisdiction, in accordance with Section 29088 of the Government Code of the State of California, and

Whereas, the Government Code allows for adjustments to the Adopted Budget during the 2013-14 Fiscal Year, and

Whereas, the Board authorized the County Administrator and the Auditor Controller Treasurer Tax Collector to make necessary adjustments to the budget in order to facilitate appropriate closing of the books at fiscal year end.

Now, Therefore, Be It Resolved that approval of the actions of the County Administrator and County Auditor-Controller adjusting the Fiscal Year 2013-14 Adopted Budget for the attached increases/decreases listed in Exhibit "A" is hereby confirmed.

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

EXHIBIT A

Consolidated YEAR-END Budget Adjustments FY 2013-14

	Gross Expenditure	Revenue & Reimbursement	Net Cost
Administrative and Fiscal Services			
Non Departmental-General Fund			
Increased transfer appropriations to properly segregate the additional one-time residual assets liquidations revenues associated with dissolved Redevelopment Agencies.	1,424,640	1,424,640	0
Non Departmental-Other Funds			
Increased collection received into the non-General Fund budget established by the Board of Supervisors on 5/14/13 to finance the Reinvestment and Revitalization program.	0	1,424,640	(1,424,640)
Information Systems - General Fund			
Adjustments needed to and from the Replacement funds to match year-end incurred costs.	(406)	46,738	(47,144)
Information Systems - Other Funds			
Move operating expenditure transfer appropriation from main operating budget to the Strategic Investment fund where implementation costs for the Legal Case Mgmt System are executed, \$1.44 M; and adjust contributions from replacement funds per year-end incurred costs.	(31,718)	1,516,018	(1,547,736)
Auditor Controller/Treasurer/Tax Collector - Other Funds			
Establish appropriations necessary for debt service payment from HRMS fund to County Treasury for note, \$850,000. Record Business Improvement collected fees above budget to be transferred to the Sonoma County Tourism Bureau, \$255,425.	285,425	1,135,425	(850,000)
Auditor Controller/Treasurer/Tax Collector - Other Fund			
Increase expense authority in the retirement fund to transfers payroll contributions collected above budget, due to payroll variations, to the Sonoma County Employee Retirement Association.	972,400	972,400	0
Criminal Justice Services			
District Attorney - Other Fund			
Adjustments necessary to record year-end Public Safety Realignment revenues and expenditures.	26,848	26,848	0
Sheriff - Other Funds			
Adjustments necessary to record year-end Public Safety Realignment revenues and expenditures.	130,536	130,536	0
Health and Human Services			
Health Services- General Fund			

EXHIBIT A

Consolidated YEAR-END Budget Adjustments FY 2013-14

	Gross Expenditure	Revenue & Reimbursement	Net Cost
Appropriate previously reduced Vehicle License Fee (VLF) revenue received and passed through to Health Realignment Operations, as the funding source to cover AB 85 indigent care redirection to the State was intended to come from 1991 State Sales Tax Realignmnet and not VLF (see below)	4,800,000	4,800,000	0

EXHIBIT A

Consolidated YEAR-END Budget Adjustments FY 2013-14

	Gross Expenditure	Revenue & Reimbursement	Net Cost
Health Services- Other Funds			
Recognize \$4.9M in increased Vehicle License Fee received in General Fund (see above) offset by the SB 85 Redirection of \$3.375M in 1991 Sales Tax Realignment associated with indigent care funds transferred to County Medical Services Program.	0	1,425,000	(1,425,000)
Appropriate unanticipated revenue to fund increased Mental Health Costs for contracted Psychiatrists services, acute inpatient Psychiatric facility charges, medical supplies, medications for clients and security services.	2,141,000	2,141,000	0
Appropriate Mental Health Realignment revenue,\$300,000; and USE OF fund balance, \$300,000 fir higher than anticipated costs for Adult Mental Health managed care and acute forensic services.	600,000	300,000	300,000
Appropriate unanticipated revenue, \$2,500; and fund balance, \$2,500 to pay for client's temporary living expenses.	5,000	2,500	2,500
Transfer appropriations from Case Management to DUI programs to cover higher than budgeted salaries and benefits due to unanticipated leaves.	70,000 (70,000)	0 0	70,000 (70,000)
Appropriate prior year revenue associated with Grant funds for Public Health-Bioterrorism program.	50,000	0	50,000
Adjustment necessary to reclassify Health-Policy-Planning & Evaluation costs of priority community contracts to appropriately expend realignment revenue instead of Inter Governmental Funds.	650,000 (650,000)	0 0	650,000 (650,000)
Human Services- General Fund			
Appropriate unanticipated Vehicle License Fee revenue received \$112,121 and transfer to Program budget \$112,121 for case management services.	112,121	112,121	0
Human Services-Department Other funds			
Appropriate unanticipated funding from CalWorks and MediCal for Mendocino Office 3rd floor expansion, \$1.375M. Appropriate unanticipated VLF revenue and transfer to Program budget \$112,121 for case management services, realignment revenue \$2,029,111 to fund increases in welfare program costs; unanticipated state homemaker revenue to fund increased administrative costs, \$35,000. Appropriate funds and transfer Temporary Aid For Needy Family revenue to fund increased welfare program costs, \$1,466,437.	5,019,115	5,019,115	0
Development Services			
Community Development Commission-Other Funds			

EXHIBIT A

Consolidated YEAR-END Budget Adjustments FY 2013-14

	Gross Expenditure	Revenue & Reimbursement	Net Cost
Additional funds were appropriated to the Community Development fund to support \$35,000 unanticipated personnel costs associated with vulnerability index program. \$230,000 in additional funds for various winter-related homeless programs including the Safe Parking Program, Sam Jones Hall Winter expansion, Guerneville Shelter, and Catholic Charities Rapid Rehousing. \$14,000 in unanticipated revenue was received and appropriated.	279,000	279,000	0

EXHIBIT A

Consolidated YEAR-END Budget Adjustments FY 2013-14

	Gross Expenditure	Revenue & Reimbursement	Net Cost
Fire & Emergency Services-Other Funds			
Increase in transfer of property tax collected to CSA#40-Sea Ranch, \$5,550; and additional utilities and communication costs allocated to CFD#7-Mayacamas for \$725.	725	5,550	(4,825)
Transportation and Public Works-Other Funds			
Use of Public Education Govt fund balance for capital project for AV Rack Cooling system in Board chambers, \$38,633; appropriate expenses for Salmon Creek improvements, based on grant funding available, \$450,000; record adjustment to remove from assets equipment sold, \$539,000; increased administrative costs for Freestone \$2,500 and Jenner \$5,500 water districts; record loss on fixed asset \$10,700 for Airport project work in progress but not completed. Also, transfer available fund balance between General Road and Bridge divisions to cover year-end actual costs, \$350,000.	1,434,483	338,633	1,095,850
Water Agency - Other Funds			
Service center relocation costs such as increased janitorial and cost of setting up fleet equipment/services, \$336,000. Increased power utilities and equipment disposal, \$395,000; and miscellaneous accounting entries, \$36,800	767,800	0	767,800
Water Agency/Recycled Water Fun - Other Funds:			
US Bureau of Reclamation Grant received and pass through to the Napa & <u>Sonoma Valley Sanitation Districts</u> for Recycled Water Pipeline construction projects.	5,880,000	5,880,000	0
Water Agency: Occidental Sanitation- Other Funds			
Additional sampling necessary as a result of lift station not keeping up with flow, \$70,000; and appropriations increase necessary to establish the Private Sewer Lateral Replacement program established to mitigate the treatment costs from inflow and infiltration, \$80,000.	150,000	0	150,000
Wastewater storage and reclamation project abandoned due to no viable property acquisition options.	1,300,000	0	1,300,000
Water Agency: Russian River Sanitation- Other Funds			
Recognize abandoned Equalization Basin project in order to focus resources in more cost-effective approach, \$595,000; and record into fixed asset project in progress expense of \$28,000. In addition, increased lab overhead allocation for State Water Resource Control Board required tests, \$145,000; and recognize increased operating cost due to spill at Vacation Beach \$400,000. Total budgetary increases reduced the District's fund balance to \$1.168M which meets reserve target.	1,168,000	0	1,168,000
Water Agency: Sonoma Valley Sanitation- Other Funds			
Additional appropriation needed for bond debt issuance costs. Financing was utilized for the Napa Sonoma Salt Marsh Recycled Water Pipeline Project.	27,200	0	27,200

EXHIBIT A

Consolidated YEAR-END Budget Adjustments FY 2013-14

	Gross Expenditure	Revenue & Reimbursement	Net Cost
Regional Parks-General Fund			
Appropriate unanticipated membership revenue for various small tools.	64,000	64,000	0
Regional Parks-Other Funds-Capital Projects			
Appropriate fund balance to reimburse planner time for west county projects, \$32,000, Tolay Lake Regional Park \$100,000, and Ernie Smith Park \$1,000. Use of fund balance for vegetation management at Ernie Smith Park \$7,000, and Bodega Bay Bike and Pedestrian trail \$5,000. Records planner time plus capital improvements at Larson Park \$10,720; appropriate grant funding to improve and enhance waste oil collection infrastructure at Spud Point Marina \$15,210, grant funding for Park Pay Stations for planner time \$50,000, Planner time for Bodega Bay Bike and Pedestrian Trail \$5,000; appropriate available general fund balance for planner time associated with the Maxwell Master Plan \$30,000; and non-cash accounting adjustment associated with for Sport Fishing Center asset capitalizations \$174,411.	430,341	100,210	330,131
Year End Adjustments	27,036,510	27,144,374	(107,864)
General Fund	6,400,355	6,447,499	(47,144)
Other Funds	20,636,155	20,696,875	(60,720)



County of Sonoma
State of California

Date: August 19, 2014

Item Number: _____

Resolution Number: _____



2/3 Vote Required

Resolution Of The Board Of Directors Of The Sonoma Valley County Sanitation District, Adjusting The Adopted FY 2013-14 Budget.

Whereas, the Board has adopted the Fiscal Year 2013-14 Budget for all Governmental Entities within its jurisdiction, in accordance with Section 29088 of the Government Code of the State of California, and

Whereas, the Government Code allows for adjustments to the Adopted Budget during the 2013-14 Fiscal Year, and

Whereas, the Board authorized the County Administrator and the Auditor Controller Treasurer Tax Collector to make necessary adjustments to the budget in order to facilitate appropriate closing of the books at fiscal year end.

Now, Therefore, Be It Resolved that approval of the actions of the County Administrator and County Auditor-Controller adjusting the Fiscal Year 2013-14 Adopted Budget for the attached increases/decreases listed in Exhibit "A" is hereby confirmed.

Supervisors:

Gorin:

Rouse:

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

To: Board of Supervisors

Board Agenda Date: August 19, 2014

Vote Requirement: Majority

Department or Agency Name(s): Economic Development Board

Staff Name and Phone Number:

Ben Stone 565-7170

Supervisorial District(s):

Countywide

Title: Economic Development District Formation

Recommended Actions:

Approve a Joint Powers Agreement with the County of Mendocino for the Sonoma Mendocino Economic Development District formation of the Sonoma Mendocino Economic Development District.

Executive Summary:

This item requests the Board of Supervisors approve a Joint Power Agreement (JPA) with the County of Mendocino for formation of the Sonoma Mendocino Economic Development District (SMEDD). The JPA will guide the formation and provide governance for the District. The SMEDD will enhance opportunities for regional collaboration and Economic Development Board (EDB) grant funding.

The United States Department of Commerce's Economic Development Administration (EDA) operates a number of grant programs supporting its mission to generate and retain jobs and stimulate economic growth in multi-county distressed areas. To become eligible for grants enhancing multi-county regional economic development planning and infrastructure, areas must be designated as an Economic Development District (EDD). The federal law that governs EDDs sets forth specific formation options for the governing body, one of which is the creation of a Joint Powers Agency. 13 CFR Sec. 304.2(1).

Sonoma and Mendocino counties share socio-economic, geographic and distressed areas that may qualify for and benefit from a regional EDD. Furthermore, a Sonoma-Mendocino EDD would provide an additional opportunity for intergovernmental cooperation to develop and align programs for future growth and development of the region. The counties are currently working together on rural broadband planning which is a strategic economic development goal of both counties. The EDD program would enhance the counties' position for obtaining funding for broadband and other programs of regional benefit. If the SMEDD is approved by the EDA it could greatly increase our chances of regional projects with focus on infrastructure, business assistance, and small business loans being funded. Approval by the EDA will also provide funding of approximately \$60,000 to hire a part time staff person, to administer the SMEDD and to find and apply for grants. Both counties have EDA an approved County Economic

Development Strategy (CEDs), therefore meeting the required minimum criteria for formation of the SMEDD. The SMEDD is required to have its own economic development strategy. The SMEDD economic development strategy will not replace the current county's CEDs but may be updated to include regional projects. At this time, other neighboring counties, including Lake, Humboldt, and Marin do not have EDA approved economic development strategies. Neighboring counties would qualify to join the SMEDD if they complete their own EDA economic development strategies and meet other qualifying conditions. The application for SMEDD must be approved by both county Board of Supervisors. The formation of the SMEDD is subject to Federal EDA approval.

The JPA authorizes formation of a SMEDD Board of Directors. The federal law governing the creation of economic development districts has specific requirements for composition of the JPA board. 13 CFR Sec. 304.2(c). The administration of the SMEDD will be overseen by the 9 member Board comprised of persons mainly from the local business community. Each Board of Supervisors will appoint 4 members. Staff will post the notice of SMEDD board positions on the County's Maddybook website, review applications and return to your Board with an item recommending appointments to the SMEDD Board of Directors. Once formed, the District Board will appoint one member from private sector business. The Board of Directors will have powers to adopt rules and policies for operations of the District, approve an annual budget and work program and hire staff. In addition, the Directors will oversee preparation of the SMEDD CEDs and must approve it prior EDA review. A part time staff person hired by the District Board and funded by the EDA will manage District operations comprised primarily of seeking grant opportunities and preparing grant applications for projects of regional benefit. The composition and responsibilities of the EDD Board of Directors is described by the JPA.

After approval of the JPA by both Boards a request for proposal will be circulated for a consultant to draft the SMEDD CEDs. The EDB and the County of Mendocino have appropriations in the FY 14-15 budget to fund preparation of the SMEDD CEDs. Preparation of the CEDs will take approximately 9 months.

Several California counties have formed EDDs. Sierra, Nevada, Placer and El Dorado counties formed the Sierra Economic Development District to support local business', perform research and compile data, support economic development agencies, and increase regional infrastructure. EDD funded programs include biomass research and development and a small business revolving loan fund. The Central Sierra Economic Development District is comprised of Calaveras, Tuolumne, Mariposa, Alpine, Amador counties and the Tuolumne Band of Me-Wuk Indians. Programs include business assistance, seeking funding biomass project and infrastructure projects including broadband, sewer and water systems, roads, bridges and rail transportation.

On August 27, 2013, the Mendocino County Board of Supervisors authorized their Workforce Investment Board (WIB) to work with Sonoma County on this project. The Mendocino County Board of Supervisors will consider approval of the Joint Powers Agreement for the Sonoma Mendocino Economic Development District on August 26, 2014.

Prior Board Actions:

January 2012 – Board approval Comprehensive Sonoma County Economic Development Strategy (CEDs)

Strategic Plan Alignment Goal 3: Invest in the Future

The recommended action aligns with the county’s Strategic Plan Goal 3, “Invest in the Future”, as the formation of the SMEDD is expected to serve as a conduit for marshalling available resources and incentives through Federal agencies and programs. In doing so the County will have an opportunity to join with Mendocino County to improve competitiveness, help create jobs and foster economic growth. The formation of an EDD is also consistent with Sonoma County CEDS Goal 3, to “strengthen the economic vitality of Sonoma County to ensure a sufficient flow of public revenues to pay for critical community services and promote environmental preservation and other important public initiatives.”

Fiscal Summary - FY 14-15

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

Narrative Explanation of Fiscal Impacts (If Required):

The FY 14-15 EDB budget contains appropriations for preparation of the SMEDD CEDS. Ongoing staff costs associated with administration of the District will be funded by the EDA on approval of the SMEDD.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

Attachments:

Joint Powers Agreement

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

JOINT POWERS AGREEMENT
BETWEEN SONOMA AND MENDOCINO COUNTIES FOR THE SONOMA MENDOCINO
ECONOMIC DEVELOPMENT DISTRICT

This Joint Powers Agreement (hereinafter referred to as Agreement) is entered into this ___ day of, 2014, by and between the Counties of Sonoma and Mendocino.

RECITALS

1. Each county is empowered by law to provide economic development planning and to participate in federal programs relating to economic development.
2. Each has a County Economic Development Strategy (CEDS) approved by the Board of Supervisors and Economic Development Administration (EDA).
3. Each party is of the opinion that there should be regional planning for economic development.
4. The purposes for entering into this Agreement include;
 - a. Establishing a regional organization for discussion and evaluation of regional socio-economic problems of mutual interest and concern to Sonoma and Mendocino counties.
 - b. To identify and comprehensively plan for the resolution of regional socio-economic problems requiring multi jurisdictional resources and cooperation.
 - c. To seek and secure resources to address economic challenges common to it members.
5. The Economic Development Act of 1965, PL 89-136 (13 Code of Federal Regulations Section 304), as amended (hereinafter referred to as the "Act") provides that public agencies may combine to form Economic Development Districts; and
6. The geographical area of the parties represents an Economic Development District for the purposes of the Act; and
7. The parties deem it necessary and proper to create a separate public entity by Joint Powers Agreement to devise and create an organizational and administrative structure for the operation of an economic development district encompassing the geographical territory of the member agencies and to secure approval of the federal government for designation as an Economic Development District pursuant to the Act and to assist member agencies in applying to the federal and state governments for grants, funds and assistance.

DEFINITIONS

“Agreement” means this Joint Power Agreement.

“District” means the Sonoma Mendocino Economic Development District (SMEDD).

“District Board” means the Board of Directors of the SMEDD.

“Director” means a member of the Board of Directors representing a Party.

“Effective Date” means the date on which this Agreement shall become effective and the (SMEDD shall exist as a separate public agency, as further described in Section 3 of this Agreement.)

“Parties” means, collectively, the County of Sonoma and the County of Mendocino.

“Party” means the County of Sonoma or the County of Mendocino.

AGREEMENT

The Board of Supervisors of the Counties of Sonoma and Mendocino do agree as follows:

1. Formation of Agency. Sonoma Mendocino Economic Development District (SMEDD) (hereinafter referred to as the "District") is established upon the execution hereof by all designated Parties.
2. Purpose. The purpose of this Agreement shall be to provide for the joint participation by the parties to:
 - a) Promote economic growth by means of planning and coordinating efforts of members and the private sector within the territorial limits of the members;
 - b) Promote more jobs for the unemployed and underemployed residents of the members;
 - c) To improve the social and physical environments of the members;
 - d) Prevent unnecessary duplication of effort on behalf of members; and
 - e) Assume any additional purposes, duties and functions as may be determined by all parties to this Agreement.
3. Effective Date. This District shall exist as a separate public agency on the date the Mendocino Sonoma Comprehensive Economic Development Strategy is approved by the EDA (“Effective Date”).
4. Governing Board. The District Board is representative of the principal economic interests of the region.
 - a) Directors
 - a. The District Board shall consist of 9 Directors who are appointed representatives from the counties of Mendocino and Sonoma.
 - b. Appointments to the District Board shall be made so that said District Board will be representative of, although not necessarily consist of representatives of all segments of the community, including business, labor, tribal, government, education, minorities and the economically handicapped.
 - c. The number of Directors of the District Board may be modified by a majority vote of the District Board with the concurrence of both the Mendocino and

Sonoma County Boards of Supervisors, however there shall be a maximum of 15 members.

- d. Any elected official serving on the District Board who no longer serves in said elected capacity shall upon leaving office vacate his or her position on the District Board. The vacancy shall be filled in accordance with Section 4b. below.
- e. The District Board shall have at least a simple majority of its members who are elected officials, their appointees, or employees representing general purpose local governments, including counties and tribal governments.
- f. The District Board shall elect from the Directors a Chair and Vice Chair, each of whom shall serve for a term of one year, unless sooner replaced by majority vote of the Board of Directors. The District Board shall conduct the election of officers annually.
- g. The District Board shall appoint a Secretary who need not be a Director, who shall be responsible for keeping minutes of all meetings of the District Board and all other official records of the District.
- h. A majority of the Directors shall constitute a quorum, except that less than a quorum may adjourn from time to time in accordance with the law.
- i. A simple majority of the Directors of said District Board shall be required to vote affirmatively for any action in order for said action to be valid and effective.
- j. Directors shall serve without compensation from the District. However, Directors may be compensated by their respective appointing authorities. The District Board may adopt by resolution a policy related to reimbursement by the District for expenses incurred by Directors.

b) The governing Board of Directors shall be made up the following members:

- a. Mendocino County Directors: The Mendocino County Board of Supervisors shall appoint four 4 Directors. Three of those Directors shall be from the Mendocino County business community, the Mendocino Economic Development Financing Corporation or Mendocino Workforce Investment Board. Directors may be employees or representative of the Mendocino County.
- b. Sonoma County Directors: The Sonoma County Board of Supervisors shall appoint four 4 Directors. Three of those Directors shall be from the Sonoma County business community, the Sonoma County Economic Development Board or Sonoma County Workforce Investment Board. Directors may be employees or representatives of Sonoma County.
- c. The District Board shall have the authority to appoint one Director who shall be selected from the private sector representing the business community.

- d. The District Board shall include one or more Directors from Executive Directors of Chambers of Commerce, or representatives of institutions of post secondary education, workforce investment groups, all of which comprise in the aggregate a minimum of 35% of the District's Board.
 - e. Vacancies on the Board. Vacancies shall be filled in the same manner as Directors are selected.
 - f. Director Terms of Office. The terms of office of directors shall be at the pleasure of their respective appointing Parties board of supervisors.
5. Powers of Governing Board. The District Board shall have the following powers:
- a. To adopt rules, policies, bylaws and procedures governing the operation of the District;
 - b. To approve an annual budget for the District;
 - c. The District Board shall hold meetings open to the public at least once each year and shall notice and conduct such meeting in accordance with Ralph M. Brown Act (California Government Code Section 54950 et seq.);
 - d. To delegate to staff to the extent the District Board deems appropriate and is otherwise in accordance with law;
 - e. To enter into contracts and to accept and expend funds from federal, state, member agencies and other sources for the purposes specified herein;
 - f. To prepare, review and update a Comprehensive Economic Development Strategy for the District, establish priorities for grant applications, make annual progress reports to the U.S. Economic Development Administration pursuant to the Act, and make such other reports as may be required or appropriate;
 - g. To assist, upon request, area and local Comprehensive Economic Development Strategy committees of member agencies in the preparation of applications to state and federal agencies for grants, loans, and technical assistance;
 - h. To assist the private sector in making applications for loans, and work with local development corporations to assist the private enterprise in the development of new business and the expansion of existing business.
 - i. To establish advisory committees as deemed appropriate to assist the District in carrying out its functions. The Directors may establish rules, policies or procedures to govern any such advisory committees.
 - j. To work with local committees of member agencies to coordinate programs complying with local community desires;
 - k. To appoint or hire such staff or contract with such entities or individuals as said District Board deems necessary to carry out the District's functions and purposes;

- l. To lease any property; (to enter into leases for real or personal property)
 - m. To amend the geographic boundaries of the District, including the addition of member counties, if it is determined that such amendments will contribute to a more effective program for economic development. Any such modifications may be conditionally approved subject to review and approval of the State and Economic Development Administration in accordance with the Act.
 - n. To review applications of member and other agencies for grants from the U.S. Economic Development Administration. Upon review of such applications, the District Board may establish priorities for funding.
6. Budget. The Fiscal Year for the District shall begin July 1st and end June 30th. An annual budget for the operation of the district shall be adopted by the Board. The Board shall control all expenditures in accordance with the adopted work program and budget and shall have the power to amend the work program and budget to meet unanticipated needs or changed conditions.
7. Financing. It is understood that the Federal Government and Sonoma and Mendocino counties will provide a portion of the District's cost of operation. Counties' contributions are to be determined annually at budget preparation time. Participating county contributions may be in-kind including the provision of staff, office space, equipment and supplies. County contributions shall be paid by parties hereto on or before September 1 of the Fiscal Year for which assessed, or within 30 days of written notice.
8. Custody of Funds-Reporting - Financial Agent: Financial agent for the District is the County of Sonoma. All revenues and funds received by the District shall be placed in a separate general operating account with Sonoma County under the name Sonoma Mendocino Economic Development District. Sonoma County shall be responsible for completing audits in accordance with local, state and federal reporting and accounting requirements. Sonoma County shall be reimbursed for audit costs.
 - a. All payments of public funds shall be paid to and disbursed by the District which shall be strictly accountable for all funds and responsible for reporting to the members hereof concerning all receipts and disbursements.
 - b. The District and District Directors shall comply with all Federal and State financial assistance reporting requirements and conflict of interest provisions as set forth in 13 CFR III.
9. Donations, Grants and Gifts. The District Board shall have the power to receive bequests, donations and grants and to carry out the purposes of grants and donations if otherwise authorized by this Agreement.

10. Limitations on Expenditures. The Board and every Director or employee of the District shall be limited in the making of expenditures or the incurring of liabilities to the amount of appropriations allowed by the work program and budget as adopted by the Board or thereafter revised by said Board. No expenditures of any kind or contract entered into on behalf of the District without approval by the Board, except as otherwise provided by law, warrants issued, expenditures made or liabilities incurred in excess of any budget appropriation are not a liability of the District or a liability of any part to this Agreement.
11. Members Not Liable for Debts of District. Pursuant to Section 6508.1 of the California Government Code, the debts, liabilities, and obligations of the District shall be those of the District and not of the parties to this Agreement.
12. Term of Agreement and Termination Provisions. This Agreement shall continue in full force and effect until rescinded or terminated, as set forth below.
- (A) Termination of Individual Membership. Any member Party may terminate its participation in this Agreement by giving written notice to the District Board not less than _____ days before the start of the fiscal year, which termination shall be effective only on the beginning of the next fiscal year.
 - (B) If a member County terminates its participation in this Agreement, it shall pay its portion of the costs for which it is responsible for paying up to the date of termination. Any payments due under this section shall be paid within ninety (90) days after the effective date of termination.
 - (C) Termination of this Agreement by any member County shall not be construed as a completion of the purpose of this Agreement, and shall not require the repayment or return to the remaining member County of all or any part of any contributions, payments, or advances made by the parties until this Agreement is rescinded or terminated as to all member counties.
 - (D) Rescission of Agreement by All Member Counties. At any time, this Agreement may be rescinded and terminated, and the SMEDD may be dissolved, by a unanimous vote of all Parties. In such an event, the remaining assets and liabilities shall be apportioned among all member counties according to the relative assessments paid by those member counties.
13. Disposition of Property Upon Termination. In the event that said District is terminated by agreement, the property and monies on hand at the time of termination after all debts and

liabilities are paid shall be distributed among the parties then Parties of said District in accordance with their proportionate contributions thereto. Any member who withdraws from said District shall forfeit all of its right, title and monies.

14. Members Option to Bypass District. It is the option of Parties to submit U.S. Economic Development Administration grant applications through the District to the Economic Development Administration, or directly to the Economic Development Administration, bypassing District.
15. Amendment. This Agreement may be amended at any time by the mutual written agreement of all the Parties thereof.
16. Execution by Counterparts. This Agreement shall be executed in counterpart and when so executed by each and every Party hereto shall be deemed to be executed by all Parties as if it were a single document. Executed counterparts shall be delivered forthwith to the District. Said executed counterparts shall be retained by District and the District shall distribute to all other Parties' copies of said original counterparts as said other parties' executed copies.
17. Dispute Resolution. The Parties to this Agreement and the District shall make reasonable efforts to settle all disputes arising out of or in connection with this Agreement.
18. Liability of District Directors, Officers, and Employees. The District Directors, officers, and employees of the District shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement. No current or former District Director or employee will be responsible for any act or omission by another District Director or employee. The District shall defend, indemnify and hold harmless the individual current and former District Directors and employees for any acts or omissions in the scope of their employment or duties in the manner provided by Government Code Sections 995 et seq. Nothing in this section shall be construed to limit the defenses available under the law, to the Parties, the District or its District Directors, or employees.
19. Indemnification of Parties. The District shall acquire such insurance coverage as is necessary to protect the interests of the District, the Parties, and the public. The District shall defend, indemnify, and hold harmless the Parties and each of their respective District Board or Council members, officers, agents and employees, from any and all claims, losses, damages, costs, injuries, and liabilities of every kind arising directly or indirectly from the conduct, activities, operations, acts, and omissions of the District under this Agreement.

20. Parties to be Served Notice. Any notice authorized or required to be given pursuant to his Agreement shall be validly given if served in writing either personally, by deposit in the United States mail, first class postage if prepaid with return receipt requested, or by a recognized courier service. Notice given personally or by courier shall be conclusively deemed received at the time the delivery and receipt and by mail shall be conclusively deemed given 48 hours after the deposit thereof (excluding Saturdays, Sundays and holidays) if the sender receives the return receipt. All notices shall be delivered to the Secretary of the District or Party, as the case may be, or such other person designated in writing by the District or Party. Notices given to one Party shall be copied to all other Parties. Notices given to the District shall be copied to all Parties.

21. Severability. If one or more clauses, sentences, paragraphs or provisions of this Agreement shall be held to be unlawful, invalid or unenforceable, it is hereby agreed by the Parties, that the remainder of the Agreement shall not be affected thereby. Such clauses, sentences, paragraphs or provision shall be deemed reformed so as to be lawful, valid and enforced to the maximum extent possible.

IN WITNESS WHEREOF, the undersigned counties and cities of the State of California do execute the Memorandum of Understanding/Letter Agreement upon the respective dates set forth after signatures.

COUNTY OF SONOMA

By: _____ Date: _____

COUNTY OF MENDOCINO

By: _____ Date: _____



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 19, 2014

Vote Requirement: Majority

Department or Agency Name(s): Sonoma County Economic Development Board

Staff Name and Phone Number:

Ben Stone (707) 565-7170

Supervisorial District(s):

All Districts

Title: Consulting Services Agreement with Moore Iacofano Goltsman, Inc. (MIG)

Recommended Actions:

Authorize the Director of the Economic Development Board to execute a professional services agreement with Moore Iacofano Goltsman, Inc. (MIG) for meeting facilitation services for the NEXt Economy Project in an amount not to exceed \$35,000, through December 31, 2014.

Executive Summary:

Meteoric advances in technology combined with major shifts in the employment picture, impact of climate change, and rapidly changing consumer purchasing patterns tell us that our economy in 10, 20 or more years from now may be far different from the one we now enjoy. Although substantial studies have been done to try to determine the scope and impact of these changes, no effort to date has been taken to assess the impact that all of these changes collectively may have upon the economy of Sonoma County and to provide a body of data to help local government, businesses, and non-profits make plans now to adapt to future change.

As such, between September and December 2014, the Economic Development Board (EDB) will conduct the **NEXt Economy Project** (project) to look at upcoming changes in important economic “inputs” (demographics, energy, climate, infrastructure, and workforce), and determine what challenges and opportunities these changes may present to Sonoma County’s key economic clusters. The process will involve participation of approximately 40 “emerging leaders” representing a broad cross-section of interests from the public and private sector. The project will result in a *call to action* among community partners to *intentionally* leverage information about future trends and emerging opportunities to advance the Sonoma County economy. This *call to action*, and the results of the project will be presented to the Board of Supervisors in early 2015.

A Request for Proposals (RFP) for the Sonoma County Economic Development Board (EDB) was issued in July 2014 seeking proposals from qualified consultants for meeting facilitation for 10 sessions related to the project. The RFP was posted on the County website as well as sent to eleven (11) local, and regional

organizations. Six firms submitted proposals and two firms were selected for interviews based upon their demonstrated understanding of the project scope. The two firms interviewed were MIG from Kenwood, CA and Collaborative Economics of San Mateo, CA. Final selection was made by a committee composed of County employees. MIG was selected by the committee based on their wide spectrum of expertise and prior experience in meeting facilitation, superior understanding of the scope of work and past project experience related to economic development. The EDB does not have the expertise or capacity to complete the facilitation work in house.

MIG is a nationally recognized firm with experience with meeting facilitation and stakeholder engagement.

MIG will provide the following under this agreement:

Meeting Facilitation

The consultant will attend 13 sessions during this project; performing facilitation services for 10 of them. An option to include five additional facilitated meetings (if needed) is included as part of the aforementioned “not-to-exceed” cost.

Additional

In addition to the work anticipated through this project, MIG has in the past worked with the following County departments and organizations:

- Sonoma County Department of Health services
- Sonoma County Health Action
- Sonoma County Regional Parks
- Sonoma Clean Power

Prior Board Actions:

None related to this effort.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

The Economic Development Board strives to enhance the value of local, domestic, and international demand for Sonoma County produced goods and services through the creation and development of economic research, analysis, and programs.

Fiscal Summary - FY 14-15

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 35,000		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$ 35,000
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 35,000	Total Sources	\$ 35,000

Narrative Explanation of Fiscal Impacts (If Required):

No appropriations needed.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

Attachments:

Consulting Services Agreement with MIG

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

MIG Proposal

**Standard Professional Services Agreement (“PSA”)
Revision F – April 2012**

AGREEMENT FOR CONSULTING SERVICES

This agreement ("Agreement"), dated as of August 19th, 2014 (“Effective Date”) is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Moore Iacofano Goltsman, Inc., a California corporation (hereinafter "Consultant").

R E C I T A L S

WHEREAS, Consultant represents that it is a duly qualified Meeting Facilitator, experienced in the preparation of conferences, meetings and related services; and

WHEREAS, in the judgment of the Economic Development Director, it is necessary and desirable to employ the services of Consultant for meeting facilitation,

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

A G R E E M E N T

1. Scope of Services.

1.1 Consultant's Specified Services.

Consultant shall perform the following services within the times or by the dates provided below and pursuant to Article 7, Prosecution of Work:

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

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

1.3 Performance Standard. Consultant shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant's profession. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant

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

1.4 Assigned Personnel.

- a. Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from County.
- b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.
- 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.

Upon completion of the work, Consultant shall submit its bill[s] for payment in a form approved by County's Auditor and the Head of the County Department receiving the services. The bill[s] shall identify the services completed and the amount charged.

For all services and incidental costs required hereunder, Consultant shall be paid on a time and material/expense basis in accordance with the budget set forth in Exhibit "A", provided, however, that total payments to Consultant shall not exceed \$33,324, without the prior written approval of County. Consultant shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Head of the County Department receiving the services. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

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

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

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

3. Term of Agreement. The term of this Agreement shall be from August 19, 2014 to December 31, 2014 unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

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

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

4.3 Delivery of Work Product and Final Payment Upon Termination.

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

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

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

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

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

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

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

9. Representations of Consultant.

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

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

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

9.4 Taxes. Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and

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

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

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

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

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

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

9.10 Assignment of Rights. Consultant assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Consultant in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to County in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this provision include, but are

not limited to, placing proper notice of copyright on all versions of the plans and specifications as County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of County. Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

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

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

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

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

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

TO: COUNTY: Al Lerma
Economic Development Department
141 Stony Circle, Ste 110
Santa Rosa, CA 95401
(707) 565-6428
al.lerma@sonoma-county.org

TO: CONSULTANT: Carolyn M. Verheyen
100 Adobe Canyon Road
Kenwood, CA 95452
(707) 282-9008
carolynv@migcom.com

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

13. Miscellaneous Provisions.

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

13.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void,

or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Consultant and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

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

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

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

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

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

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

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

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

CONSULTANT: _____

By: _____

Name: _____

Title: _____

Date: _____

COUNTY: 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: _____
Chair
Board of Supervisors

Date: _____

ATTEST:

Clerk of the Board of
Supervisors

Exhibit A – Scope of Work

The following scope of services describes how MIG will assist the County of Sonoma Economic Development Board (EDB) in the facilitation of the NExT Economy Project teams.

Task 1: Project Initiation and Management

Task 1.1: Project Initiation Meeting

Following the execution of a contract, MIG will meet with County EDB staff to refine the proposed tasks and schedule, including options and recommendations for staff and consultant involvement during the preparation and follow-up of the series of meetings.

Task 1.2: Ongoing Project Management

MIG will communicate with County EDB staff throughout the project to ensure objectives are met and to swiftly resolve any issues or concerns related to the meeting series.

Task 1 County EDB staff involvement: County EDB project manager and key staff members will attend a 1-1/2 to 2 hour meeting with MIG. County EDB staff will assemble and share project information materials, such as biographies of presenters and lists of invited stakeholders.

Task 2: Phase One – Ground-Setting

Task 2.1: Meeting Attendance

MIG will attend the three sessions held in September and early October that are intended to orient participants to the NExT project and to the series of presentations by futurists on trends that will impact Sonoma County EDB's economy in the next decade.

Task 2 County EDB staff involvement: County EDB project manager will participate in a 1/2 - hour phone meeting with MIG facilitators to debrief the Phase One meetings.

Task 3: Phase Two – Potential Actions

Task 3.1: Meeting Preparation

For the five Industry Cluster Sessions scheduled for Phase Two, MIG facilitators will review materials pertinent to each cluster, including results from the Phase One forums on trends related to inputs and early drafts of the presentations to be made at the upcoming meetings. MIG facilitators will coordinate with the County EDB project manager regarding the agenda and discussion framework for each session and provide feedback on how to ensure desired outcomes are met.

Task 3.2: Meeting Facilitation and Recording

MIG will provide a facilitator and graphic recorder for each of the five Industry Cluster Sessions scheduled for Phase Two. The MIG facilitation team will ensure that all group members have access to the discussion, that ideas and comments are recorded accurately, and that participants understand how their input will be used to develop the next steps in the process.

Task 3.3: Meeting Notes and Debriefs

MIG will prepare a summary of each of the Industry Cluster meetings, including highlights from the presentations and the comments put forward by group members. The MIG facilitators will participate in a call with the County EDB project manager to debrief each of the sessions, to monitor progress and to discuss implications of the results for the other teams and for the overall process. EDB staff will have an opportunity to review a draft of each summary, and MIG will incorporate edits in a final version for each group. The summaries will be distributed to group members as part of the preparation for the next phase of meetings.

Task 3 County EDB staff involvement: County EDB staff will attend each of the Industry Cluster sessions, and will be available as a resource during the discussions. Staff will coordinate the logistics for each meeting and work with the MIG facilitation team to ensure a smooth session. MIG and EDB staff will have a short debrief before departing each meeting to confirm next steps for that team and to resolve any immediate needs.

Task 4: Phase Three – Recommendations

Task 4.1: Meeting Preparation

For the five Working Group Sessions scheduled for Phase Three, MIG facilitators will review materials pertinent to each cluster, including results from the Phase Two sessions and early drafts of the presentations to be made at the upcoming meetings. MIG facilitators will coordinate with the County EDB project manager regarding the agenda and discussion framework for each session and provide feedback on how to ensure desired outcomes are met.

Task 4.2: Meeting Facilitation and Recording

MIG will provide a facilitator and graphic recorder for each of the five Working Group Sessions scheduled for Phase Three. At the meetings, the MIG facilitation team will ensure that all group members have access to the discussion, that ideas and comments are recorded accurately, and that participants understand how their input will be used to develop the next steps in the process. At this stage, a determination will be made if further meetings of the groups will be necessary to complete the prioritization of actions in order to contribute to the final plenary session and aggregate “call to action.” If so determined, MIG will provide facilitation and graphic recording services on a per-meeting basis as outlined in Optional Task 4.4.

Task 4.3: Meeting Notes and Debriefs

MIG will prepare a summary of each of the Phase Three Working Group meetings, including highlights from the presentations and the comments put forward by group members. The MIG facilitators will participate in a call with the County EDB project manager to debrief each of the sessions, to monitor progress and to discuss implications of the results on the other teams and on the overall process. EDB staff will have an opportunity to review a draft of each summary, and MIG will incorporate edits in a final version for each group. The summaries will be distributed to group members as part of the preparation for the next phase of meetings.

Task 4.4: Additional Meeting Facilitation/Recording and Documentation

If any work remains to be done for any of the Working Groups, MIG will work with County EDB staff to schedule a follow-up session. MIG will assist in designing the agenda and discussion framework that will achieve a complete set of prioritized action items to bring to the full group in the final phase. MIG will prepare a summary of each of these meetings and will advise on how to incorporate the findings into the final call to action.

Task 4 County EDB staff involvement: County EDB staff will attend each of the Working Group sessions, and will be available as a resource during the discussions. Staff will coordinate the logistics for each meeting and work with the MIG facilitation team to ensure a smooth session. MIG and EDB staff will have a short debrief before departing each meeting to confirm next steps for the process and to resolve any immediate needs.

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.

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 as defined by the Labor Code of the State of California.
- 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 as defined by the Labor Code of the State of California, Consultant agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should 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 Excess or 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, Economic Development Department 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 Limit: \$1,000,000 combined single limit per accident. The required limit may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Umbrella Liability Insurance.
- b. Insurance shall cover 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 cover 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. The Certificate of Insurance must include the following reference: NExT Economy Project meeting facilitation
- 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, 2 or 3 above.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is: County of Sonoma, Economic Development Department, 141 Stony Circle, Suite 110, Santa Rosa, CA, 95401.
- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. 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.

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, 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.



County of Sonoma Agenda Item Summary Report

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

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

To: Sonoma County Board of Supervisors

Board Agenda Date: August 19, 2014

Vote Requirement: Majority

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

Staff Name and Phone Number:

Al Terrell / 565-1152

Supervisory District(s):

All Districts

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

Recommended Actions:

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

Executive Summary:

The Board of Supervisors proclaimed a local emergency due to drought conditions at the February 25, 2014, Board meeting. That resolution covers the entire Sonoma County (County) Operational Area, including all nine cities and special districts. 30 day extensions were approved on March 25, April 22, May 20, June 17, June 24, and July 22, 2014. Drought conditions still persist throughout the County. The Director of Emergency Services recommends that the Board approve the proclamation extending the local emergency for another 30 days. This is the maximum period allowed by law that an emergency can be extended. It is likely that an additional extension renewal will be submitted again within 30 days, unless conditions improve markedly. Should conditions improve, Fire and Emergency Services (FES) will request the Board formally terminate the emergency.

Drought Severity

For the first time, Sonoma County is now listed as in "Exceptional Drought", the highest of the four drought ratings used by the U.S. Drought Monitor published by U.S. Department of Agriculture. A Department of Water Resources (DWR) State climatologist has observed that the continuing dryness, above average temperatures, water rights curtailment actions, decreasing water levels, specifically in Lake Mendocino, have contributed to increasingly 'exceptional' drought conditions in our Operational Area.

The Water Agency is separately asking for approval of the Sonoma-Mendocino Immediate Drought Relief Project to encourage immediate and long-term water conservation. The Water Agency will continue to coordinate with the FES, including providing general drought condition updates with each drought emergency extension request.

The Water Agency reports that regional water supply reservoirs remain well below average water supply capacities, including Lake Sonoma at 66 percent, down 2 percent from July 14, and Lake Mendocino at 34 percent, four percent lower from July 14.

Fire Update

On August 2, 2014, Governor Brown issued an emergency proclamation for the state of California due to the

effects of wildfires in El Dorado, Amador, Butte, Humboldt, Lassen, Madera, Mariposa, Mendocino, Modoc, Shasta, and Siskiyou counties that have burned thousands of acres, destroyed homes and other structures, and damaged critical infrastructure.

As of August 4, 2014, there were 14 active wildfires burning in Northern California. County resources are being deployed as strike teams collaborating with other county, regional, and state fire responders to assist with efforts to contain the spread of wildfires. FES fire apparatus 5262 and staff were deployed the week of August 4, 2014, to assist Cal FIRE in Burney for the "Day Fire".

On August 7, 2014, Cal OES-5262 was released from the Day Fire and was reassigned to the Lodge Fire in Mendocino County. Over 20 local government strike teams have been assigned to the Lodge Fire, with over 100 pieces of equipment and 350 personnel alone, not including Cal-Fire and Forestry resources. With the size of the fire burning over 10,000 acres as of August 12, 2014, it is anticipated that Cal OES-5262 will have further deployments in the upcoming weeks to continue assisting Cal FIRE, other county agencies, and fire strike teams.

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

Prior Board Actions:

- 07/22/2014: 30 Day extension of proclamation.
- 06/24/2014: 30 Day extension of proclamation.
- 06/17/2014: 30 Day extension of proclamation.
- 05/20/2014: 30 Day extension of proclamation.
- 04/22/2014: 30 Day extension of proclamation.
- 03/25/2014: 30 Day extension of proclamation.
- 02/25/2014: Proclamation of a local emergency due to drought conditions.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

The recommended actions support the conservation of vital resources necessary for the health, safety, and continued economic growth of the County and its citizens.

Fiscal Summary - FY 14-15

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

Narrative Explanation of Fiscal Impacts (If Required):

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

Staffing Impacts

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

None.

Attachments:

Resolution (A1)

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

None.

FES Ext Proc Em Drt_Summ.docm



County of Sonoma

State of California

Date: August 19, 2014

Item Number: _____

Resolution Number: _____

Santa Rosa, CA 95403

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Extending A Proclamation Of Local Emergency Due To Drought Conditions In The County Of Sonoma And Requesting Immediate State and Federal Assistance. (All Districts)

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

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

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

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

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

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

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

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

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

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

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

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

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

Supervisors:

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

So Ordered.



County of Sonoma 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, County of Sonoma

Board Agenda Date: August 19, 2014

Vote Requirement: Majority

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

Staff Name and Phone Number:

Al Terrell / 565-1152

Supervisorial District(s):

All Districts

Title: County-wide Curbside Chipper Program PG&E Grant

Recommended Actions:

Authorize the Director of Fire and Emergency Services to sign an agreement with Pacific Gas and Electric to receive grant funds to implement the Curbside Chipper Program.

Executive Summary:

This item requests authorizing the Director of Fire and Emergency Services (FES) to sign an agreement with Pacific Gas and Electric (PG&E) to receive grant funds to implement a County-wide Curbside Chipper Program.

Background

Climate, topography, wildfire history, vegetation, and extensive Wildland Urban Interface (WUI) put Sonoma County (County) at significant risk for wildfire. Current drought conditions exacerbate the likelihood of fire starts and potential for high intensity large wildfires. Extensive tree mortality from a variety of pathogens (e.g. Sudden Oak Death) and insects (e.g., beetles and borers) further degrade conditions in the County's forested areas. A majority of the County is at risk to wildfire, from the outskirts of Santa Rosa, to heavily vegetated hills in rural areas. Significantly, over the past few decades there has been a substantial increase in building and population in areas at risk to wildfire. Sonoma County Fire and Emergency Services, County officials, and Fire Safe Sonoma are committed to mitigating potential fire hazards to reduce the risk of economic, life, and property loss due to wildfire.

Sonoma County homeowners in high fire risk areas may not be aware of proper methods for clearing vegetation and creating defensible space, and efforts can be hampered by the labor and expense of disposing of vegetation debris. The Program can offer both education and an affordable incentive option for residents to create a defensible space and is particularly critical due to the current severe drought which increases the likelihood and likely severity of wildfires.

Proposed Program

As a follow-up to the Pilot Curbside Chipper Program, instituted at the direction of the Board of Supervisors

on May 20, 2014, and with the support of the County Administrator’s Office, FES is proposing a free, seasonal Curbside Chipper Program to residents *throughout* Sonoma County, living in ‘High’ or ‘Very High’ Fire Hazard Severity Zones, on a first-come, first-served basis.

The initial stage of the County-wide Program will be made possible with financial assistance from a \$100,000 Fuel Reduction grant from PG&E, and, if additional funding is not secured, an added \$30,000 request from the General Fund will be needed to complete the program’s projected budget. Spending of this money will be tied to Emergency Drought Response, and reimbursement will be requested from the State. FES is aggressively pursuing supplementary funding from other local and State partners to relieve the General Fund of the \$30,000 shortfall. The grant funding will fund initial capital assets, as well as a portion of wages, and operating and maintenance expenses for the first three months of the program. Initial capital assets (chipper machine and a tow vehicle) will be used to support a long-term program.

Prior Board Actions:

05/20/2014: Board authorized Pilot Curbside Chipper Program implementation.

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

The recommended actions support the mitigation of potentially hazardous fire conditions, for the health, safety, and protection of the County and its citizens.

Fiscal Summary - FY 14-15

Expenditures		Funding Source(s)	
Budgeted Amount	\$ -0-	County General Fund	\$ 30,000
Add Appropriations Req'd.	\$ 130,000	State/Federal	\$ -0-
	\$	PG&E Grant Award-Fees/Other	\$ 100,000
	\$	Use of Fund Balance	\$ -0-
	\$	Contingencies	\$ -0-
	\$		\$
Total Expenditure	\$ 130,000	Total Sources	\$ 130,000

Narrative Explanation of Fiscal Impacts (If Required):

The projected budget for the program is \$130,000, of which \$100,000 is from the PG&E grant. If additional funding does not occur, FES is requesting \$30,000 from the General Fund. This spending will be tied to Emergency Drought Response and FES will seek reimbursement from the State. Budgetary adjustments will come forth in the first quarter Consolidated Budget Adjustments for Board Approval.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

This program will require an Extra Help Administrative Aide and 2 Extra Help Maintenance Worker II's for a period of three months. These positions will be assigned to FES and hired from current eligible candidate lists provided by Human Resources. These positions will be jointly funded by grant funds and County funding /other funding as available. (1 Administrative Aide, estimated at \$14,802.90 - 53% grant funded; 2 Maintenance Worker II's, estimated at \$25,734.18 - 46% grant funded).

Attachments:

None.

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

PG&E Grant Award Agreement

FES PG&E Grant for Chipper Program_summ.docm



County of Sonoma Agenda Item Summary Report

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

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

To: Sonoma County Board of Supervisors

Board Agenda Date: August 19, 2014

Vote Requirement: Majority

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

Staff Name and Phone Number:

José Obregon: General Services- 707-565-2977
Jerry Dunn: Human Services- 707-565-5855

Supervisorial District(s):

All

Title: Lease expansion for Human Services Department / CalFresh and Medi-Cal Eligibility staff

Recommended Actions:

- 1) Authorize the Clerk to publish a notice, declaring the Board's intention to execute a lease amendment with Parkway Properties. 14, LLC, for the Human Services Department / CalFresh and Medi-Cal programs, for approximately 3,457 sq. ft., in the building located at 520 Mendocino Avenue, Santa Rosa, for an additional \$5,768 per month, or \$69,220 per year, for a term concurrent with the existing lease, to expire on October 31, 2020, with options to extend the term through October 31, 2029.
- 2) Authorize the General Services Director to execute a letter-agreement with Parkway Properties 14, LLC, whereby the Landlord of said building will prepare architectural construction drawings and apply for building permits in advance of the execution of the proposed lease amendment, and County agrees to reimburse such costs, not to exceed \$15,000, if the proposed lease amendment is not executed by September 9, 2014.

Executive Summary:

This matter involves a proposed lease expansion for the Human Services Department (HSD) Economic Assistance Service Center (EASC), which includes Medi-Cal Eligibility program and the HSD CalFresh program. These programs provide nearly 56,000 families and individuals in Sonoma County access to medical and food benefits. Additionally, EASC is a Call Center in collaboration with Covered California (ACA) for Sonoma County as well as 17 other counties in our consortium.

Original Lease:

Under the original lease, dated June 25, 2013 (the Lease) with Parkway Properties 14, LLC (Landlord), HSD occupied approximately 28,837 rentable sq. ft. of office space in the building located at 520 Mendocino Avenue, Santa Rosa (Premises). The Lease expires October 31, 2020, with three, 3-year options to extend the term through October 31, 2029.

First 2014 Expansion Space:

In April, 2014, your Board approved an expansion of the Premises to provide an additional 7,281 rentable sq. ft. (the First 2014 Expansion Space) for staff work space and conference rooms for the HSD Medi-Cal Eligibility and Hearings staff. (Please see Attachment 1, Floor Plan.) The HSD Medi-Cal staff moved into Suite 302 (5,253 sq. ft.) of the First 2014 Expansion Space on June 20, 2014. The Hearings staff moved into the remaining 2,028 sq. ft. of space in Suites 301A and 301B on July 14, 2014.

The total leased space now occupied by HSD after the completion of the First 2014 Expansion Space is 36,118 rentable square feet. The total lease rent per month after completion of the First Expansion Space is currently \$58,703.31. Rent is set to adjust on November 1, 2014 and the total lease rent is projected to increase (according to the Consumer Price Index) by approximately 3% to \$60,464.41.

The Second 2014 Expansion Space:

Pursuant to the terms of the current Lease, County has a right-of-first refusal to lease all or any part of the building at 520 Mendocino Avenue. On April 18, 2014, the Landlord notified the County of its intention to lease 3,457 rentable square feet on the third floor (the proposed Second 2014 Expansion Space). On April 29, 2014, County HSD exercised its right-of-first-refusal and notified the Landlord of its desire to lease the proposed Second 2014 Expansion Space and to amend the Lease to include the new premises.

HSD wishes to lease the Second 2014 Expansion Space for program services expansion to house CalFresh (formerly known as the Food Stamps program) and Medi-Cal Eligibility staff that have been added to support the growth of the Affordable Care Act subsidized health insurance programs and the CalFresh program. The proposed expansion space is necessary to provide additional workstations and offices for additional CalFresh staff and Medi-Cal staff, comprised of 10 new full-time employees (FTE) for the CalFresh program, 6 extra-help staff who have been converted to permanent FTE positions for the CalFresh and Medi-Cal programs, and 1 additional FTE section manager for CalFresh and 1 additional Medi-Cal supervisor. Medi-Cal Eligibility staff would occupy approximately 2,420 sq. ft.; and CalFresh staff would occupy approximately 1,037 sq. ft. of the proposed Second 2014 Expansion Space.

The total HSD leased premises after the addition of the Second 2014 Expansion Space would be approximately 39,575 rentable sq. ft. (Please see Attachment 1.) The General Services / Facilities Development & Management Planning staff has reviewed the floor area for the proposed HSD staff count. The area is within typical per-person square footage count, and conforms to the Comprehensive County Facilities Plan recommendations.

The total lease rent per month and square footage, both before and after the incorporation of the Second 2014 Expansion Space to the Premises, is shown below:

PREMISES	sq. ft.	Current rent psf	Current rent per month	Rent psf beginning 11/01/14	Rent per month beginning 11/01/14
Original leased premises	28,837	\$ 1.62	\$ 46,715.94	\$ 1.67	\$ 48,117.42
First 2014 Expansion Space (completed):					
Suite 301a (office)	1,650	\$ 1.69	\$ 2,788.50	\$ 1.74	\$ 2,872.16
Suite 301b (restroom)	378	\$ 0.85	\$ 321.30	\$ 0.88	\$ 330.94
Suite 302	5,253	\$ 1.69	\$ 8,877.57	\$ 1.74	\$ 9,143.90
Total - First 2014 Expansion Space	7,281		\$ 11,987.37		\$ 12,346.99
Total leased Premises after First 2014 Expansion Space Completion	36,118		\$ 58,703.31		\$ 60,464.41
Second 2014 Expansion Space (proposed):	3,457	N/A	N/A	\$ 1.67	\$ 5,768.35
Total after Second 2014 Expansion Space Completion	39,575	N/A	N/A		\$ 66,232.76

Proposed Lease Amendment:

According to the terms of the proposed lease amendment, the occupancy date would occur on or about November 1, 2014, and the monthly rental rate for the Second 2014 Expansion Space will be at the same rent per square foot for the original leased space, or \$1.67 psf beginning November 1, 2014. The \$1.67 psf rent rate is within market rent for the area, which is between \$1.62 to \$1.75 psf for current available comparable office space for lease, within a 1-mile radius of the Premises, and for office space comprised of similar square footage or greater. The base rental rate for the Second 2014 Expansion Space would be annually adjusted concurrent with the original lease, based on the change in the Consumer Price Index, but in no case would rent be increased by more than 4% per year. In addition, the Lease provides that the County be provided a tenant improvement allowance of approximately \$59,250 to prepare the Second 2014 Expansion Space for County occupancy. The tenant improvements would include opening the wall between the First 2014 Expansion Space and the proposed Second 2014 Expansion Space, the build-out of additional office space to accommodate the additional staff, and an expansion of the network server. Landlord would pay for all design and architectural services, completion of construction documents and permitting for the construction of the tenant improvements.

The terms for the proposed second amendment to the lease are as follows:

Proposed

Premises: Approximately 3,457 rentable square feet on the 3rd floor of 520 Mendocino Avenue, Santa Rosa

Additional

Rent: \$5,768 per month, or \$1.67 per sq. ft. Rent would be adjusted annually based on the change in the Consumer Price Index, but in no event would the rent be increased by more than 4% per year.

Tenant Improvement

Allowance: The landlord would provide County with a tenant improvement allowance of approximately \$59,250 for the landlord's completion of the tenant improvements.

Proposed Letter Agreement: To expedite construction of the tenant improvements in the expansion

space, staff proposes a letter-agreement whereby the landlord will proceed with construction drawings and permit applications during the public noticing period required by the California Government Code, provided the County guarantees reimbursement of these costs in an amount not to exceed \$15,000, should the Board of Supervisors not approve the proposed lease by September 9, 2014. In the event the County executes the proposed amendment, County will have no obligation to reimburse landlord for these costs, as they are a landlord responsibility under the proposed amendment. The letter-agreement (Attachment 2) is proposed as a means to attain the targeted occupancy date of November 1, 2014.

Procedural Authority: Government Code Section 25350 requires the Board to publish a notice of its intention to enter into a lease agreement valued at more than \$50,000 for three (3) consecutive weeks before consummation of the proposed lease amendment. Staff has prepared the attached notice for publication, which sets September 9, 2014 as the date and time of the meeting to authorize execution of the proposed amendment. By approving this agenda item, the Board directs the Clerk of the Board to publish the notice in accordance with Government Code Section 25350. Upon conclusion of the required notice publication period, this matter will return to the Board at 8:30 A.M. on September 9, 2014, for consideration and possible consummation of the proposed amendment for the Second 2014 Expansion Space at 520 Mendocino Avenue, Santa Rosa.

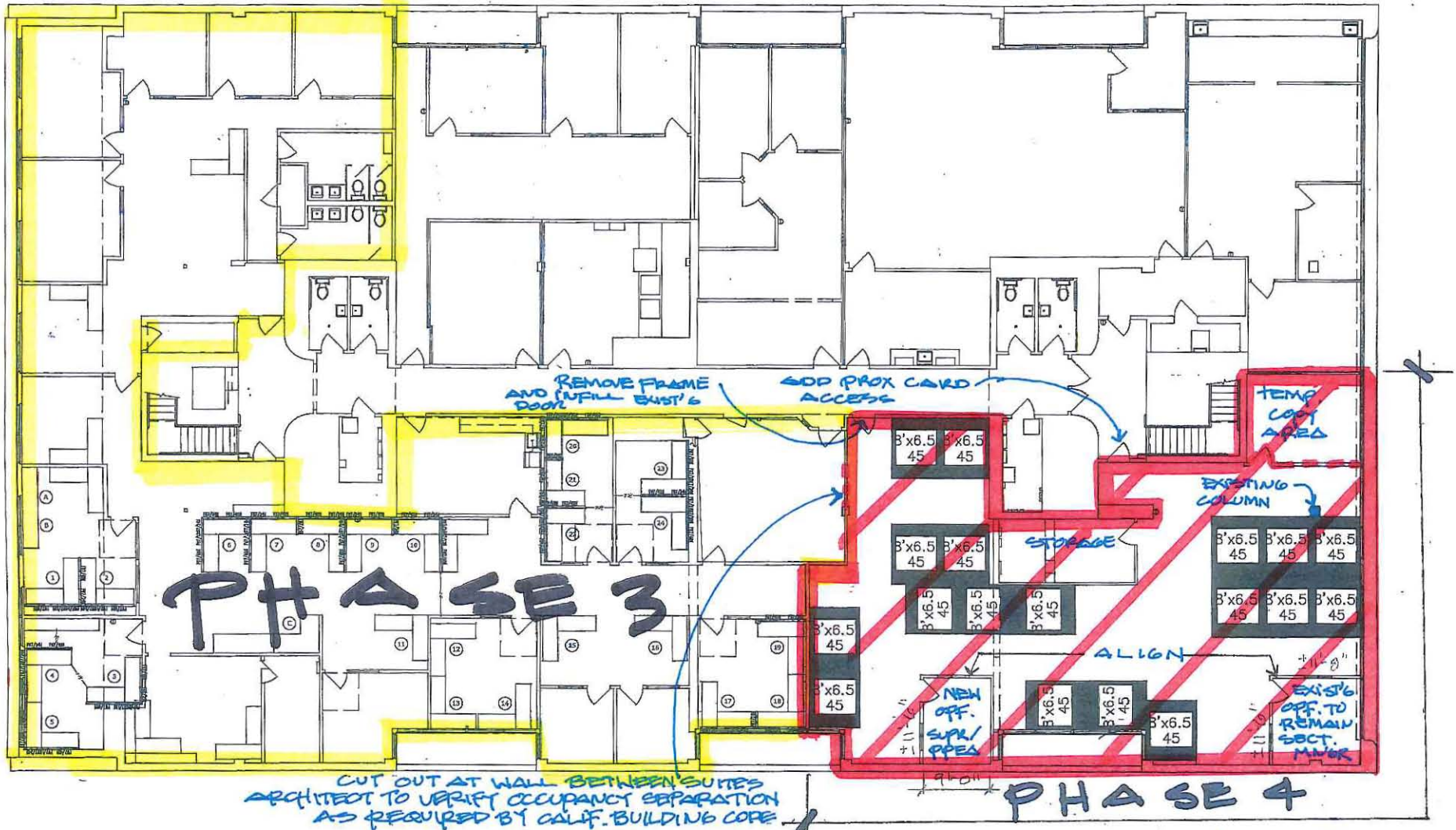
Prior Board Actions:

- 04/08/14—Authorized the General Services Director to execute the 1st Amendment
- 03/11/14—Declared intent to enter into the 1st amendment
- 05/21/13—Authorized General Services Director to execute new lease of the Premises
- 04/23/13—Declared intent to enter into new lease
- 11/27/07—Authorized General Services Director, or his Deputy, to exercise option to extend lease term
- 05/13/03—Authorized General Services Director to exercise option to extend lease term
- 07/28/98—Authorized Chairman to execute lease
- 06/28/98—Declared intent to enter into lease of the Premises
- 12/16/97—Authorized General Services Director to secure additional space to implement SonomaWORKS program

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

The proposed lease amendment for the Second 2014 Expansion Space allows HSD to provide space for additional program staff for its Economic Assistance Programs, Affordable Care Act programs, and the CalFresh program, within the same building HSD currently occupies. This space is centrally located in downtown Santa Rosa and close to public transportation.

Fiscal Summary - FY 14-15			
Expenditures		Funding Source(s)	
Budgeted Amount	\$ 46,147		\$
Add Appropriations Req'd.	\$	State/Federal	\$ 46,147
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 46,147	Total Sources	\$ 46,147
Narrative Explanation of Fiscal Impacts (If Required):			
<p>The proposed commencement date for the Second 2014 Expansion Space is anticipated to be November 1, 2014, with a resultant increase in monthly lease rent for the Premises in the amount of \$5,768 per month, or \$46,147 for FY2014-15 (for the period of November 1, 2014 through June 30, 2015). Proposed lease costs are included in the Fiscal Year 2014-2015 Budget.</p>			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Attachment 1: Floor Plan, Attachment 2: Notice of Intent, Attachment 3: Letter			
Related Items "On File" with the Clerk of the Board:			
Copy of proposed lease amendment			



520 MENDOCINO AVE - 3RD FLOOR - PHASE 4

6/2/14

MEDI-CAL/CALFRESH - (2) EXISTING OFFICES, (1) NEW OFFICE, (10) WORKSTATIONS - OPTION #3

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

NOTICE IS GIVEN that the Sonoma County Board of Supervisors intends to authorize the Director of the Department of General Services, or his Deputy, to lease approximately three thousand four hundred fifty-seven (3,457) sq. ft. of additional, improved office space, more or less depending on final configuration, situated in that certain office building ("Building") located at 520 Mendocino Avenue, Santa Rosa, California, for use by the Human Services Department CalFresh and Medi-Cal Eligibility program staff. The Board intends to lease the premises from Parkway Properties 14, LLC, a California limited liability company, for the monthly rental rate of One and 67/100 Dollars (\$1.67) per sq. ft., said rental subject to increase as set forth in the proposed lease amendment, for a six (6) year term, commencing no later than thirty (30) days after completion of the tenant improvements by the landlord. Additional information regarding the proposed lease amendment is available for public review at the Office of the Director of the Sonoma County General Services Department, 2300 County Center Drive, Suite A200, Santa Rosa, California 95403. The Board of Supervisors will meet on or after September 9, 2014, at 8:30 a.m. at the Sonoma County Administration Building, Room 102A, 575 Administration Drive, Santa Rosa, California to consummate the lease amendment.

Clerk of the Board of Supervisors

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



SONOMA COUNTY
GENERAL SERVICES DEPARTMENT

JOSÉ OBREGÓN
DIRECTOR

ENERGY & SUSTAINABILITY • FACILITIES DEVELOPMENT & MANAGEMENT • FLEET OPERATIONS • PURCHASING

VIA 1st Class Mail and E-mail, DPeterson@keegancoppin.com

August 19, 2014

Parkway Properties 14, LLC
In c/o Keegan & Coppin, Inc.
Attn: Dave Peterson,
1355 N. Dutton Avenue
Santa Rosa, CA 95401

Re: Proposed Second Amendment ("Amendment") to Lease dated June 25, 2013 ("Lease"), between Parkway Properties 14, LLC ("Landlord") and the County of Sonoma ("County") for premises located at 520 Mendocino Avenue, Santa Rosa, California ("Premises")

Dear Mr. Peterson:

In order to expedite construction of the Second 2014 Expansion Space as defined by the above-referenced proposed Amendment, County is willing to guarantee certain costs thereof in the event that the Amendment is not executed by County, as outlined below, provided that Landlord diligently proceeds with design of the Second 2014 Expansion Space premises and applies for all applicable permits.

This guarantee is subject to the following conditions:

- (1) In the event the Amendment is executed by County on or before September 9, 2014, then this guarantee shall be of no force or effect, and County shall not be required to reimburse Landlord for any costs.
- (2) In the event the Amendment is not executed by County on or before September 9, 2014, then County shall reimburse Landlord for actual costs incurred in preparing architectural design development and construction drawings based on the preliminary space plan attached to the Amendment; provided, however, that in no event shall County be required to reimburse Landlord in an amount greater than Fifteen Thousand and No/100 Dollars (\$15,000.00), nor shall County be required to reimburse Landlord for any costs incurred after September 16, 2014.
- (3) In the event the Amendment is executed by County after September 9, 2014, then Landlord shall refund any monies received from County hereunder within thirty (30) days of the execution date of the Amendment.
- (4) This guarantee shall only be binding on County in the event it is executed by the General Services Director, or his Deputy.

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

Very truly yours,

Ed Buonaccorsi, Deputy Director
Facilities Development & Management
County of Sonoma

“Landlord”: **Parkway Properties 14, LLC**, a California limited liability company

By: _____
Name: _____
Title: _____
Date: _____

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

By: _____
José Obregón, Director
General Services Department
Date: _____



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: Sonoma County Board of Supervisors

Board Agenda Date: August 19, 2014

Vote Requirement: Majority

Department or Agency Name(s): Human Services Department

Staff Name and Phone Number:

Diane Kaljian, Adult & Aging Director, 565-5950
Tracy Repp, Analyst, 565-5982

Supervisorial District(s):

All

Title: Sonoma County Area Agency on Aging FY 2014-15 Contract Renewal with Community & Family Services Agency

Recommended Actions:

Authorize Director of the Human Services Department to execute an agreement with Community & Family Services Agency (CFSA) to provide senior services funded by the Area Agency on Aging funding totaling \$37,893, for the period of July 1, 2014 to June 30, 2015, and authorize amendments to the agreement that does not increase the amount of payment more than \$25,000 from the original agreement amount.

Executive Summary:

This item requests authorization to execute the contract, including any associated contract amendments for senior services with the Community & Family Services Agency, utilizing FY 14-15 Area Agency on Aging funding received by the Human Services Department (HSD) in the amount of \$16,387 and County General Funds in the amount of \$21,506 for a total of \$37,893 for the contract period through FY 14-15.

Area Agency on Aging (AAA) FY 2014-2015 Older Americans Act (OAA)

The Community & Family Services Agency is one of several community partners that the Area Agency on Aging (AAA) contracts with annually to provide senior services, including adult day care, Alzheimer's day care, case management, legal services, transportation, ombudsman, congregate and home-delivered meals, caregiver support and respite, medication management and the health insurance counseling and advocacy program. AAA funding policy requires that service dollars become available through a public bidding process every four years. The most recent Request for Proposal was conducted in 2011 for Fiscal Years 2011 through 2015 and Community & Family Services was selected as a provider through this process.

HSD receives funding from the Older Americans Act through the California Department of Aging. The AAA is part of a national system of Area Agencies on Aging created by the Older Americans Act. The AAA

and its Advisory Council plan, Coordinate, and allocate Older Americans Act funds for services for persons 60 years of age and older in Sonoma County. The Board of Supervisors is requested to approve this contract to continue the provision of senior services in Sonoma County made possible by this funding.

The California Department of Aging regularly authorizes additional funds for existing senior services each fiscal year. Having the flexibility to expediently modify related-contract funding with service providers is imperative to assure continuity of services. The AAA also requests authorization for the Director of the Human Services Department to amend and execute future contracts with the Community & Family Services Agency to accept unanticipated revenues, also known as “one-time-only” funding that does not increase the amount of payment more than \$25,000 from the original agreement amount.

Funding allocations approved by the AAA Advisory Council are as follows:

Community & Family Services Agency-West County Community Services	Case Management	\$16,387
	Congregate Nutrition Site Coordination and Outreach	\$21,506
TOTAL		\$37,893

Prior Board Actions:

Every fiscal year the Board of Supervisor has approved Area Agency on Aging service provider contracts.

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

To provide services to seniors, age 60 and over, that assist with maintaining health, independence, and ability to remain at home.

Fiscal Summary - FY 14-15

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 37,893		\$
Add Appropriations Req'd.	\$	State/Federal	\$ 16,387
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$	County Funds	\$ 21,506
Total Expenditure	\$ 37,893	Total Sources	\$ 37,893

Narrative Explanation of Fiscal Impacts (If Required):

\$37,893 expense and corresponding revenue has been included in the FY 2014-2015 budget.

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



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 25
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: August 19, 2014

Vote Requirement: Majority

Department or Agency Name(s): Human Services Department

Staff Name and Phone Number:

Oscar Chavez, 565-3812

Supervisorial District(s):

All

Title: Community TechKnowledge, Inc. Contract

Recommended Actions:

Authorize the Director of Human Services to execute an agreement with Community TechKnowledge, Inc. to implement customized, cloud-based software; user and administrator training and technical support; and, ongoing maintenance for the Upstream Investments Shared Outcomes Database beginning September 1, 2014 and ending June 30, 2016, for a total not to exceed amount of \$85,940 for the 22-month contract period.

Executive Summary:

Background

The Upstream Investments Policy initiative was established by the Sonoma County Board of Supervisors in 2008 to address rising costs in Sonoma County's criminal justice system by preventing behaviors and conditions that might precede a young person's involvement in the justice system. The initiative has become widely supported throughout the community and seeks to increase equity in education, improve health outcomes, and support nurturing home and community environments for all Sonoma County residents. The three primary strategies to achieve these goals are:

- **Invest Early:** Whenever possible, dedicate funding and other resources to prevention-focused policies and interventions.
- **Invest Wisely:** Ensure that upstream policies and interventions have the highest possible likelihood of effectiveness and success by selecting programs that are backed by sound evidence and meet the Portfolio of Model Upstream Program standards, which require evidence-based programming.
- **Invest Together:** Focus community-wide upstream policies, local funding priorities and selected interventions utilizing a Collective Impact framework aimed at eliminating disparities in education, health and economic security. Shared measurement of common outcomes is a key tool in achieving collective impact.

Upstream Investments and our County and community partners are committed to achieving the Upstream mission and vision through implementation of a wide array of public and private health, human service, education, and criminal justice policies and interventions. Yet, as we know, no single community-based organization, County department or program is able to address all of the challenges that many people in our County face. To invest together and achieve true Collective Impact, it is critical that providers share data about program and client outcomes.

Sharing outcomes data across County and community-based organizations will:

- Increase our understanding of the complex needs of children, families and individuals in our community
- Continuously improve the quality and coordination of services to more effectively address those needs through prevention-focused practice
- Reduce redundancy of efforts and maximize investment of resources
- Measure our collective impact on long-term community indicators.

The Human Services Department, in partnership with other County Departments and multiple community-based organizations, will implement a sophisticated database system that will be specifically designed to allow providers to share data on program outcomes for the shared populations we serve. The technology will significantly strengthen the infrastructure critically needed to eliminate disparities in education, health and economic security to achieve equity and social justice in Sonoma County.

Discussion

Community TechKnowledge, Inc. (CTK APRICOT) has been selected as the approved vendor via the Shared Outcomes Measurement System Request for Proposals process to provide a shared outcomes measurement system for the Human Services Department and Upstream Investments Policy initiative. Human Services, in consultation with the Information Services Department reviewed and evaluated the requirements of a shared outcomes measurement system and determined that that an in-house developed system would not be optimal given the specific needs of the application to collaborate with multiple external parties. To that end, an RFP process was utilized and the CTK Apricot Case Management and Outcome solution was selected by a five-member committee made up of HSD and DHS representatives. Of the four responses received, CTK's proposal met all of the requirements described in the RFP and also provided a live demonstration of the software which met all functionality requirements.

The system will serve as a tool to track and measure long-term community indicators, short and intermediate term outcomes at both the program and initiative level, as well as a case management and referral tool for County and community providers. CTK APRICOT specializes in the development and implementation of customized databases that allow multiple organizations to share and analyze data to measure collective impact across efforts.

CTK APRICOT will work closely with Human Services staff to implement four phases of system deployment within the following timeframes:

Phase One - Design/Setup (September 1, 2014 – December 31, 2014)

Phase Two – Implementation (January 1, 2015 – March 31, 2015)

Phase Three - System Refinement (April 1, 2015 – June 30, 2015)

Phase Four - Maintenance, Consultation and Support (July 1, 2015 – June 30, 2016)

CTK APRICOT will build a customized shared measurement database with user capacity of 100+ users across multiple County and community-based service providers, as outlined in a County-approved database design. The System will include all necessary functionality:

- a. User data entry and extraction of client and program-level data
- b. Data import tools enabling uploads and migration of data from other systems to reduce redundancy of data entry
- c. All standard administrative tools that will allow the administrator to build customized reports with user-friendly graphs and charts, audit and archive data and set user permissions to enter and view shared data
- d. Tracking of benchmarks toward achievement of shared program outcomes
- e. Calendar and referral tools

Throughout the project, the Contractor will provide continuous communication and updates to the County regarding the hours required to complete the build out phase, as per development of requirements and blueprint so as not to exceed the budgeted amount.

Phase I: Design and Setup

Working with a designated single point of contact within the County, CTK APRICOT will demonstrate system capabilities to County staff (DHS, HSD, community-based organizations), provide the design tool, and finalize the Scope of Work. CTK APRICOT will facilitate 3 – 5 meetings with the County team and community partners to review CTK APRICOT build out needs. CTK APRICOT will draft a detailed plan of the database design to be reviewed with County staff and partners and make revisions as necessary.

Phase II: Implementation

CTK will activate the database (“go live”) and will build out CTK APRICOT Site as outlined in the approved plan described above. CTK APRICOT will work with County team leaders to test the database.

Phase III: System Refinement and Ongoing Maintenance

Based on the recommendations of County team leaders, CTK APRICOT will make system changes. After adjustments have been made, CTK APRICOT will develop user guides and provide three onsite end user training sessions and offsite Master Certification Training for up to three County database administrators. CTK APRICOT will identify and prepare data to be migrated from other systems (e.g. First 5 Persimmony) before uploading to the database.

Phase IV: Ongoing System Maintenance

CTK APRICOT will provide an annual Apricot site hosting subscription and an annual ongoing consultation and support package, which will include maintenance and support services for 12

months after completion of Phase III.

Prior Board Actions:

- January 2014 The Board of Supervisors accepted the *Upstream Investments Progress Report and Next Steps for 2014 – 2016* and approved the recommendations for 2014 – 2016.
- February 2013 the Board of Supervisors approved *The Upstream Investments Progress Report and Next Steps for 2013* and *Indicators of Success 2012 Update*.
- March 2012 the Board of Supervisors appointed the first 15 members of the Upstream Portfolio Review Committee.
- January 2011 the Upstream Ad Hoc Board Committee made a progress report to the Board. The Board approved the Upstream Logic Model and approved a pilot test of the Portfolio of Model Upstream Programs.
- January 2010 the Upstream Investments Team made a report to the Board that included seven recommendations to promote Upstream Investments in Sonoma County.
- July 2008 the Board of Supervisors chartered the Upstream Investments Project to understand the antecedents to criminal behavior and to identify upstream interventions that reduce downstream criminal justice costs.

Strategic Plan Alignment Goal 3: Invest in the Future

The Upstream Investments Policy initiative, sponsored by the Sonoma County Board of Supervisors and widely supported throughout the community, seeks to increase equity in education, improve health outcomes and support nurturing home and community environments for all Sonoma County residents.

Fiscal Summary - FY 14-15

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 85,940		\$
Add Appropriations Req'd.	\$	State/Federal	\$ 85,940
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 85,940	Total Sources	\$ 85,940

Narrative Explanation of Fiscal Impacts (If Required):

Funding is included in the FY 14/15 Human Services Department budget from multiple division revenue sources.

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:			
Contract with Community TechKnowledge, Inc.			



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 26
(This Section for use by Clerk of the Board Only.)

To: Sonoma County Board of Supervisors

Board Agenda Date: August 19, 2014

Vote Requirement: Majority

Department or Agency Name(s): Human Services

Staff Name and Phone Number:

Nick Honey – (707) 565-4343
Regina de Melo – (707) 565-4346

Supervisorial District(s):

All

Title: Contract for Child Care Services for Child Welfare Clients

Recommended Actions:

Adopt a resolution authorizing the Director of the Human Services Department to execute an agreement with the California Department of Education for Human Services to receive up to \$157,803 for the local administration of subsidized child care services for the period of July 1, 2014 through June 30, 2015 as well as execute future amendments that increase revenue but do not significantly alter program requirements.

Executive Summary:

The Human Services Department requests adoption of a resolution authorizing the Director to execute a contract and associated amendments with the California Department of Education (CDE) for the period of July 1, 2014 through June 30, 2015. The amount of the contract is \$157,803 and must be used to connect families and administer child care subsidy payments to child care providers that provide care to children whose families are involved in the Child Welfare System. This amount is slightly more than what was received in Fiscal Year 2013-2014 for the same original contract, which was \$154,442. Program requirements and maximum reimbursement rates are determined by the State and cannot be altered by the program administering the contract. Additional amendments to the contract are possible; these amendments would only augment the amount of revenue received, they would not change any program requirements or other provisions in the contract. For example, in FY 2013-2014, two amendments adding an additional \$28,361 to the existing contract were received, but there were no changes to any of the other contracted provisions. This allowed the Human Services Department to administer child care subsidy payments to support additional families.

The Human Services Department – Division of Family, Youth and Children staff use these funds to administer child care subsidy payments to child care homes or child care facilities for child care rendered while a family is involved in the Child Welfare System. This critical support allows the family the time and flexibility to complete their child welfare goals and other commitments while their child is cared for

in a safe setting. The program provides parents or relative caregivers all of the required information about the subsidized child care program, including a parent and child care provider handbook as well as information on a parent's right to appeal decisions made by the program. Administrative staff also place the families on the Centralized Eligibility List (CEL), a centralized waiting list for all State and Federal funded child care programs in Sonoma County. When other child care programs enroll a family involved with CPS from the CEL, the family is able to transition to a longer term subsidy program which helps them maintain stability in their child care arrangements for as long as they need the child care. Approximately eighty families are able to utilize child care subsidies each year for varying amounts of costs, depending on their individual child care needs. Utilizing these subsidies allow the families to access the parenting, resource assistance or substance abuse treatment services that are part of their case plan goals; or the subsidies allow relative caregivers to maintain their own commitments while the children are in a safe and stable child care setting.

Based on prior year expenditures, it is estimated that the Human Services Department will spend the total amount allocated through this contract. This budget has been approved as part of the HSD budget plan. Copies of the contract with CDE are on file with the Clerk.

Prior Board Actions:

The Board of Supervisors has approved annual agreements for Child Care Services with the California Department of Education beginning in fiscal year 1974-1975.

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

Approval of this contract revenue will allow the Human Services Department – Division of Family, Youth and Children to operate an emergency child care program for families involved in the child welfare system. These subsidized child care arrangements will provide care for the children while families take steps towards achieving the goals outlined in their child welfare case plan.

Fiscal Summary - FY 14-15

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 157,803		\$
Add Appropriations Req'd.	\$	State/Federal	\$ 157,803
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 157,803	Total Sources	\$ 157,803

Narrative Explanation of Fiscal Impacts (If Required):

This revenue was included in the approved 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):			
None			
Attachments:			
Resolution			
Related Items “On File” with the Clerk of the Board:			
2014-2015 Contract for the Childcare Alternative Payment Program (CAPP)			



County of Sonoma
State of California

Date: August 19, 2014

Item Number: _____

Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Authorizing the Director of the Human Services Department to execute an agreement with the California Department of Education for Human Services to receive up to \$157,803 for the local administration of subsidized child care services for the period of July 1, 2014 through June 30, 2015 as well as execute future amendments that increase revenue but do not significantly alter program requirements.

Whereas, the Child Development Act of 1972, Division 12.5 of the Education Code, and Part II of Division 9 of the Welfare and Institutions Code transferred responsibility for the statewide administration of child day care programs from the California Department of Social Services to the California Department of Education, and

Whereas, Sonoma County, through the Human Services Department, for several years provided for said child day care through family home arrangements or direct vendor payments to child day care facilities, and

Whereas, this Board of Supervisors believes that the child day care needs of Sonoma County can best be assessed and administered by the local Human Services Department, and

Whereas, a contract allocating funds has been submitted to Sonoma County Human Services Department for the continuation of these services for Fiscal Year 2014-2015 to provide direct child care subsidies to families with active child welfare cases.

Whereas, these subsidies allow families to access services required in their case plan or allow relative caregivers to access child care so they may continue their work or personal obligations.

Now, Therefore, Be It Resolved that the approval of said contracts are hereby approved and authorized, and

Be It Further Resolved that the Director of the Human Services Department is authorized to execute said contract for and on behalf of the County of Sonoma for Fiscal Year 2014-2015, and to execute future amendments to this contract that do not increase the County costs or significantly change the scope of services.

Resolution #

Date:

Page 2

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: August 19, 2014

Vote Requirement: Majority

Department or Agency Name(s): Human Services

Staff Name and Phone Number:

Sherry Alderman – 707-565-8501

Supervisorial District(s):

County-wide

Title: Workforce Investment Board and Youth Council Appointments and Bylaw Amendments

Recommended Actions:

- 1) Reappoint Peter Harsch, Steve Herron, Kathleen Kane, Scott Kincaid, David Ohman, Bill Robotka, and George Steffensen to the Workforce Investment Board for a two year term ending August 19, 2016.
- 2) Appoint Ram Sudish Goli to the Youth Council for a one year initial term ending August 19, 2015.
- 3) Reappoint Steve Freitas to the Youth Council for a two year term ending August 19, 2016.
- 4) Approve amendments to the Workforce Investment Board Bylaws.

Executive Summary:

This item requests the appointment of one member of the Workforce Investment Board (WIB) Youth Council, the reappointment of seven members of the WIB, and the approval of amendments to the WIB Bylaws. The Workforce Investment Act (WIA) is a federal law passed on August 7, 1998 designed to prepare youth and adults for entry into the labor force through statewide workforce investment efforts. The Workforce Investment Act requires that all local regions create a Workforce Investment Board comprised of local business and community members to oversee and implement the Workforce Investment Act employment and training programs. In addition to the WIB, a Youth Council, which is responsible for planning the delivery of WIA services to youth ages 14-24 is also required and reports to the WIB.

Membership Criteria and Process for Recommending Members for Appointment

The Workforce Investment Act (WIA) law requires that appointments to these bodies be made by local elected officials. In accordance with the written agreement between the Sonoma County Board of Supervisors and the WIB, the WIB reviews and approves candidates' applications for membership and forwards its recommendations to the Board of Supervisors for final approval and appointment.

WIB members are appointed on a county-wide basis, and must have a high degree of policymaking and hiring authority within the organizations they represent. The WIB is required by law to have over 50% of its members from the private sector to maintain a business focus. The WIB and Youth Council seek members who have expertise in Sonoma County's important or emerging employment sectors, such as Advanced Manufacturing,

Sustainability Services and the Health and Wellness Industry or who provide workforce-related services. Applications are reviewed by the WIB Executive Committee and are then recommended to the Board of Supervisors for appointment. Current members in good standing are recommended for reappointment at the end of their term.

Efforts to fill the WIB and Youth Council seats are ongoing through referrals from current members and outreach to businesses, public, labor, and private non-profit organizations. The Human Services Department also works closely with the Economic Development Board to identify business members appropriate for the business seats on the WIB.

Requested Action 1

Reappointment to the Workforce Investment Board for two year terms ending August 19, 2016:

<u>Representative</u>	<u>Category</u>
Peter Harsch	One Stop Partner – Department of Rehabilitation
Steve Herron	Business
Kathleen Kane	One Stop Partner – Community Development Commission
Scott Kincaid	Business
David Ohman	Business
Bill Robotka	Labor
George Steffensen	Labor

Peter Harsch is a Regional Administrator with the California Department of Rehabilitation in the Redwood Empire District, which serves the coastal regions of California from Napa to the Oregon Border. The mission of the Department is to assist disabled Californians to obtain and retain employment and to maximize their ability to live independently. Mr. Harsch is a Certified Rehabilitation Counselor who has worked for and with disability agencies for over 25 years. Mr. Harsch will fill a One Stop Partner seat on the WIB.

Steve Herron is a Senior Vice President & Manager of the Commercial Banking Group of Exchange Bank, where he has worked in Commercial Lending and Business Development for the last eighteen years. In addition to his work duties at Exchange Bank, Mr. Herron is currently involved in several civic and non-profit activities, including his position as current member and past chair of the Sonoma County Workforce Investment Board, serving on the board since its inception. Mr. Herron has served as a member and past-Chair of the Sonoma County Economic Development Board for over seventeen years. Mr. Herron is a founding board member of the North Bay World Trade Association, where he served for eleven years. For the last fifteen years, Mr. Herron has been a member of the Santa Rosa Sunrise Rotary Club, where he has held positions as club Treasurer and President. He has served on the Steering Committee of the Sonoma County Economic Vitality Project. Mr. Herron will fill a business seat on the WIB.

Kathleen Kane has worked in the fields of affordable housing and community development since 1986. After working in Vermont and Marin County, Ms. Kane came to the Sonoma County Community Development Commission (CDC) in 1992, and worked for twelve years as a supervisor and manager in the Community Development Division. She became CDC Executive Director in 2004, overseeing the agency's Community Development Division, Housing Authority, and Redevelopment Agency. Ms. Kane is active in several work related associations, including the Northern California/Nevada Executive Directors Association, the Community Redevelopment Association, and the National Association of Housing & Redevelopment Officials. Ms. Kane will fill

a One Stop Partner seat on the WIB.

Scott Kincaid joined Facility Development Corporation (FDC) in 2012 as its Chief Financial Officer and Director of Project Development. The prior 14 years, Mr. Kincaid worked in commercial lending as Senior Vice President and Senior Loan Officer with First Community Bank. During his banking career, Mr. Kincaid focused on commercial and real estate financing and custom residential financing. Mr. Kincaid is a Santa Rosa native and is proud of his family and the rich history they have in Sonoma County dating back over 150 years. He has served in leadership capacities on the Sonoma County Workforce Investment Board, Sonoma County Alliance Board and participation in the Sonoma County Innovation Action Council and Sonoma County Youth Ecology Corps. Mr. Kincaid will fill a business seat on the WIB.

David Ohman is a Licensed Benefits Counselor for Colonial Life. He is involved in local community activities including Vice President of the Leadership Santa Rosa Alumni Association, Vice President of Communications on the Board of Directors of the Professional Association of Sonoma County for Human Resources (PASCO HR), Chairman of the Advisory Board at Junior Achievement of the Redwood Empire, a volunteer for the Santa Rosa Chamber of Commerce as well as a volunteer for the American Heart Association. Mr. Ohman represents the local business community by sitting on several advisory panels including the Sonoma County Office of Education's Regional Occupational Program Business Advisory Committee and the Santa Rosa Junior College's Business Advisory Committee. Mr. Ohman will fill a business seat on the WIB.

Bill Robotka has been the North Bay Business Representative for the Engineers and Scientists of California (ESC) union since 2000, representing professional employees working for Kaiser-Permanente, Sutter Health, Pacific Gas & Electric, Federal Environmental Protection Agency (EPA), and the County of Sonoma. He has been a member of the North Bay Central Labor Council since 2000 and it's Secretary-Treasurer since 2009. Mr. Robotka has had extensive experience with local community service organizations since moving to Sonoma County in 1979, and is currently on the Board of Directors of the California Autism Foundation. Mr. Robotka will fill a labor seat on the WIB.

George Steffensen is the Apprenticeship Coordinator for the Operating Engineers Apprenticeship. He joined the Operating Engineers Union in 1981 as an apprentice. He became a journeyman in 1985. He worked on several projects in Sonoma County for a number of local contractors, i.e. Don Dowd Co., Argonaut Constructors and Ghilotti Construction. In 1990 he was employed by the Operating Engineers Union and held many positions. He worked as a dispatcher, Business Agent, District Representative and is currently the Apprenticeship Coordinator. Mr. Steffensen will fill a labor seat on the WIB.

Requested Action 2

Appointment to the Youth Council for a one year term ending August 19, 2015:

<u>Youth Council New Representative</u>	<u>Category</u>
Ram Sudish Goli	In-School Youth

Ram Sudish Goli is a high school Junior who attends Casa Grande in Petaluma. Mr. Sudish Goli is interested in serving on the Youth Council to collaborate with members of the community in enriching the educational experience for the county's youth. Currently he maintains a grade point average of 4.59, has been a member of the National Honors Society and is a national Merit Scholar for the past two years. He is Co-President of the Science Club and is an Academic Decathlon team member. Mr. Sudish Goli will fill an In-School Youth seat on the Youth Council, which is currently vacant.

Requested Action 3

Reappointment to the Youth Council for a two year term ending August 19, 2016:

Representative

Category

Steve Freitas

Youth Service Agency – Law Enforcement

Steve Freitas, Sheriff-Coroner, is a 26-year veteran of Law Enforcement, coming to the Sonoma County Sheriff's Office in 1991. Mr. Freitas promoted to Sergeant in 2001 and Lieutenant in 2005. In July of 2005, he was selected as the Windsor Chief of Police until his appointment to the Law Enforcement Division as Assistant Sheriff in July of 2010. He was elected Sheriff-Coroner on January 3, 2011 for the County of Sonoma. Mr. Freitas believes in community involvement and serves on the Verity Advisory Board and the Workforce Investment Board's Youth Council. Mr. Freitas will fill a Youth Service Agency Law Enforcement seat on the Youth Council.

Requested Action 4

Approve changes to Workforce Investment Board Bylaws

To ensure the WIB performs in the most efficient manner possible, the bylaws are periodically reviewed. Changes are being made to sections of Article III of the by-laws, which pertain to the removal, resignation, and reinstatement of members. A copy of the proposed changes to the WIB by-laws is on file with the Clerk of the Board. Recommended deletions are denoted by a strikethrough and additions are underlined.

Prior Board Actions:

New Members and Reappointments:

June 10, 2014 Appointed one new member to the Workforce Investment Board, and reappointed one person to both the Workforce Investment Board and the Youth Council.

April 22, 2014: Appointed two members to the Youth Council, reappointed six members to the Workforce Investment Board, and reappointed six members to the Youth Council.

March 26, 2013: Reappointed two members to the Workforce Investment Board, and reappointed six members to the Youth Council.

January 14, 2014: Appointed three members to the Workforce Investment Board.

November 12, 2013: Appointed two members to the Workforce Investment Board, reappointed fifteen members to the Workforce Investment Board. Reappointed seven members to the Youth Council.

May 7, 2013: Appointed four members to the Workforce Investment Board, and appointed two members to the Youth Council.

January 15, 2013: Appointed three members to the Workforce Investment Board.

Update Bylaws:

July 30, 2013: Board of Supervisors approved amendments to the Workforce Investment Board bylaws.

July 12, 2011: Board of Supervisors approved the modification of Sonoma County's WIA local plan modification and Bylaws.

Strategic Plan Alignment

Goal 2: Economic and Environmental Stewardship

The Workforce Investment Board and its Youth Council make recommendations and participate in workforce development initiatives and programs that are aligned with local employer needs with a goal of building a

prepared and well trained Sonoma County workforce.

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):

No fiscal impacts.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

None

Attachments:

1. Proposed Workforce Investment Board Membership Roster
2. Proposed Workforce Investment Board Youth Council Membership Roster

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

Proposed Bylaws

Sonoma County Workforce Investment Board

Membership as of Monday, July 21, 2014

<u>Membership Category</u>	<u># of Seats</u>	<u>Name</u>	<u>Organization</u>
Business			
	1	Yale Abrams	Yale Abrams Consulting
	1	Lee Alderman	Redwood Credit Union
	1	Ed Barr	P & L Specialties
	1	Robin Bartholow	North Coast Builders' Exchange
	1	Kristyn Byrne	Deliver the Mission
	1	Gina Charbonneau	Francis Ford Coppola Presents, Rosso & Bianco Winery
	1	Judy Coffey	Kaiser-Permanente
	1	Melanie Dodson	Community Child Care Council of Sonoma County (4Cs)
	1	Paul Duranczyk	Creekside Convalescent Hospital
	1	Steve Herron	Exchange Bank
	1	Kristina Holloway	Healdsburg District Hospital
	1	Keo Hornbostel	Pure Luxury Transportation
	1	Roy Hurd	Empire College
	1	Scott Kincaid	Facility Development Corp.
	1	Jose Obregon	Hispanic Chamber of Commerce /General Services
	1	David Ohman	Colonial Life
	1	Tim Reese	Community Action Partnership of Sonoma County
	1	Pedro Toledo	Redwood Community Health Coalition
	1	Bob Whitlock	Small Precision Tools
	4	<i>Vacant</i>	
Total Seats	23		
Community Based Organization			
	1	Mark Ihde	Goodwill Industries of the Redwood Empire
	1	Matt Martin	Social Advocates for Youth
	1	Bill Nordskog	United Way
	0		
	0	<i>Vacant</i>	
Total Seats	3		
Economic Development Agencies			
	1	Kelly Bass Seibel	Santa Rosa Chamber of Commerce
	1	Albert Lerma	Sonoma County Economic Development Board
	0	<i>Vacant</i>	
Total Seats	2		

<u>Membership Category</u>	<u># of Seats</u>	<u>Name</u>	<u>Organization</u>
Educational Entities			
	1	Steven Herrington	Sonoma County Office of Education
	1	Stephen Jackson	Sonoma County Office of Education
	1	Jerald Miller	Santa Rosa Junior College
	1	Lynn Stauffer	Sonoma State University
	0	<i>Vacant</i>	
Total Seats	4		
Labor Organizations			
	1	Chris Knerr	Cement Masons
	1	Bill Robotka	Engineers & Scientists of California
	1	Chris Snyder	Operating Engineers
	1	George Steffensen	North Bay Labor Council
	0		
	1	<i>Vacant</i>	
Total Seats	5		
One-Stop Partner			
	1	Debbie Antonsen	Employment Development Department
	1	Stephanie Cabral	Experience Works, Inc.
	1	Karen Fies	Sonoma County Human Services Department
	1	Peter Harsch	California Department of Rehabilitation
	1	Kathleen Kane	Community Development Commission
	1	Chris Paige	California Human Development
	1	Carol Waxman	Petaluma Adult School
	0		
	1	<i>Vacant</i>	
Total Seats	8		
45 Total Membership		39 Seats Filled	
		6 Vacancies	

Sonoma County Youth Council

Membership as of Friday, July 18, 2014

<u>Membership Category</u>	<u># of Seats</u>	<u>Name</u>	<u>Organization</u>
Apprenticeship			
	1	George Steffensen	North Bay Labor Council
	0	<i>Vacant</i>	
Total Seats	1		
Education Agencies Serving Youth			
	1	Dan Blake	Sonoma County Office of Education
	1	Steven Herrington	Sonoma County Office of Education
	1	Georgia Ioakimedes	Sonoma Office of Education
	1	Stephen Jackson	Sonoma County Office of Education
	1	Catherine Wilson	Sonoma County Junior College District
	1	<i>Vacant</i>	
Total Seats	6		
Former Participant			
	1	Bradley Hellerud	V.O.I.C.E.S
	0	<i>Vacant</i>	
Total Seats	1		
In-School Youth			
	1	<i>Ram Sudish Goli</i>	<i>Casa Grande High School</i>
	0	<i>Vacant</i>	
Total Seats	0		
Non-regulatory seats			
	1	Ron Beiden	Sonoma County Probation Camp
	1	Valerie McKamey	Department of Rehabilitation
	0	<i>Vacant</i>	
Total Seats	2		
Organization that Relates to Youth Activities			
	1	Kellie Noe	Department of Health Services
	0	<i>Vacant</i>	
Total Seats	1		
Out of School Youth			
	1	Matt Martin	Social Advocates for Youth
	0	<i>Vacant</i>	
Total Seats	1		

<u>Membership Category</u>	<u># of Seats</u>	<u>Name</u>	<u>Organization</u>
Parent of Eligible Youth			
	1	Tami Huffman	Parent
	0	<i>Vacant</i>	
Total Seats	1		
Private Sector			
	1	Ed Barr	P & L Specialties
	1	Roy Hurd	Empire College
	1	Scott Kincaid	Facility Development Corp.
	1	Lelie Wolski	Villagio Inn and Spa
	0	<i>Vacant</i>	
Total Seats	4		
Public Housing Authority			
	1	James Hackett	Sonoma County Community Development Commission
	0	<i>Vacant</i>	
Total Seats	1		
WIB Member			
	1	Bill Nordskog	United Way
	0	<i>Vacant</i>	
Total Seats	1		
Youth Community-Based Organizations			
	1	Diana Curtin	Chop's Teen Club
	1	Marilee Eckert	Conservation Corps North Bay
	0	<i>Vacant</i>	
Total Seats	2		
Youth Service Agency - Juvenile Justice			
	1	Jeanne Buckley	Juvenile Justice
	0	<i>Vacant</i>	
Total Seats	1		
Youth Service Agency - Law Enforcement			
	1	Steve Freitas	Sonoma County Sheriff's Department
	0	<i>Vacant</i>	
Total Seats	1		
24 Total Membership		23 Seats Filled	1 Vacancies



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 28
(This Section for use by Clerk of the Board Only.)

To: Sonoma County Board of Supervisors

Board Agenda Date: August 19, 2014

Vote Requirement: Majority

Department or Agency Name(s): Regional Parks

Staff Name and Phone Number:

Bert Whitaker (707) 565-3955

Supervisorial District(s):

Fourth

Title: Concessions at Tom Schopflin Fields

Recommended Actions:

Authorize the Director of Regional Parks to execute a Revocable License Agreement with Santa Rosa United Youth Soccer Club to operate concessions at Tom Schopflin Fields for the period of August 1, 2014 through July 31, 2019.

Authorize the Director of Regional Parks to approve a five-year extension at the expiration of the initial term, upon satisfactory performance by the Licensee.

Executive Summary:

In July 2014 Regional Parks released a Request For Proposals seeking new bids for food concessions at Tom Schopflin Fields, Santa Rosa United Soccer was the only organization to respond by submitting a proposal. The proposed Revocable License Agreement maintains the same terms as previous Agreements, including revenue sharing with Regional Parks. Regional Parks receives 10% of gross sales from food concession operations.

Santa Rosa United Soccer has successfully operated concessions at Tom Schopflin Fields since 2009 providing food and snacks to athletes and their families and generating revenue for Regional Parks. Santa Rosa United Soccer runs the concessions with all volunteer support and uses the proceeds to provide financial assistance to qualified players and to maintain the athletic fields. The current Agreement with Santa Rosa United Soccer expired at the end of July.

Tom Schopflin Fields consists of 21 acres of rural land just north of Santa Rosa. The property was purchased by the Sonoma County Agricultural Preservation and Open Space District in 1996 and in 2000 fee title was transferred to the County along with funds for park development. The District retains a conservation easement for the property. In 2006 Sonoma Soccer Complex, Inc., a non-profit organization, entered into a grounds lease agreement with the County for the construction, operation and maintenance of two all-weather soccer fields. Henry Trione and the Trione Family Foundation

donated \$1,000,000 for the construction of these athletic fields which were named Trione Fields. Trione Fields were dedicated in October 2007 and serve as the home facility for Santa Rosa United Youth Soccer. Santa Rosa United Soccer is the single largest user of the facilities at Schopflin Fields.

Prior Board Actions:

July 2012 BOS approved a 2 year Agreement with Santa Rosa United Soccer to operate concessions at Tom Schopflin Fields. In August of 2009 the BOS approved a three-year Agreement with Santa Rosa United Soccer to operate concessions.

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	\$	Total Sources	\$

Narrative Explanation of Fiscal Impacts (If Required):

Santa Rosa United is projected to generate \$2,500 in revenue for Regional Parks in FY14-15.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

Attachments:

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

RLA Schopflin Fields Concession 2014.pdf
--

**REVOCABLE LICENSE AGREEMENT FOR USE OF
COUNTY FACILITIES
Schopflin Fields Concession Agreement**

This Agreement, made and entered into on _____ 2014 by and between the County of Sonoma, a political subdivision of the State of California, hereinafter called the "County", and Santa Rosa United Youth Soccer, an IRS Section 501(c)(3) tax exempt corporation hereinafter called the "Licensee";

R E C I T A L S

WHEREAS, County operates and maintains Schopflin Fields Regional Park, located at 4351 Old Redwood Highway, Santa Rosa CA (hereinafter called the "Facility") and

WHEREAS, Licensee has operated concessions at Tom Schopflin Fields under a license agreement since 2009; and

WHEREAS, Licensee has demonstrated the ability to successfully operate concessions at Tom Schopflin Fields; and

WHEREAS, Licensee has been selected to continue operating concessions at Tom Schopflin Fields through an open and competitive process;

NOW THEREFORE, in consideration of the recitals and of the agreements of the respective parties herein set forth, it is mutually agreed as follows:

A G R E E M E N T

1. License. The County gives its permission to Licensee, subject to all the terms and conditions of this Agreement, to use that portion of County real property described in Section 2, below.

2. Premises. Licensee is hereby permitted to use the County real property as specifically shown in **Exhibits A and B**, attached hereto and made a part hereof, consisting of the concession building located on the premises of the Facility, commonly referred to as Schopflin Field Snack Bar, together with the areas adjacent to and designated to be used with the concession operation.

3. Non-Exclusive License. The license herein granted is non-exclusive. County continues to maintain and control the Facility including, without limitation, leasing, sub-leasing and granting of additional licenses.

4. Term. The initial term of this Agreement shall be five (5) years, commencing August 1, 2014 and expiring at midnight on July 31, 2019, unless earlier terminated in accordance with Section 19 below. County and Licensee will have the option to make minor amendments and extend the term of the contract for up to five (5) additional years. The Director of Regional Parks is authorized to execute such minor amendments/extensions on behalf of County in a form approved by County Counsel.

5. Consideration. Payments to the County will be calculated based on the

payment schedule. Licensee shall pay the County of Sonoma for the agreed use of said premises as follows: for the period of August 1, 2014 through July 31, 2019, a fee of 10% of gross sales less taxes will be charged to Licensee and shall be made in the following four annual installments:

- Payment #1 - for period 8/1 – 10/31 (due 11/15)
- Payment #2 - for period 11/1 – 1/31 (due 2/15)
- Payment #3 - for period 2/1 – 4/30 (due 5/15)
- Payment #4 - for period 5/1 – 8/1 (due 8/15)

A ten percent (10%) late charge shall be added to the amount due to the County if payment is not received by the 15th of each month payment is due.

b. Utilities. Water, electricity, and sewer, will be provided by the County to the Licensee at a fixed cost. This cost is included in fees paid to the County for use of said premises. Natural gas service is unavailable at this time. Licensee shall provide telephone service, if desired, for the concession area.

c. Records. Licensee agrees to keep full and accurate records of all business conducted as Licensee. County may inspect said records at reasonable times during business hours.

6. Use. Licensee's use of the Facility under this license shall be limited to the concession operation, consisting of the snack bar operation. Additional rental equipment deemed appropriate for the concession operation may be authorized upon written approval of the Director of Regional Parks. Concession operations are permitted annually, weather permitting. No other use shall be permitted. The rules and regulations attached hereto as **Exhibit C**, as well as such rules and regulations as may be adopted by the County and provided to Licensee for the safety, care and cleanliness of the premises and the building of which they are a part and the preservation of good order thereon, are hereby expressly made part hereof, and Licensee agrees to abide by them.

With prior written approval of Regional Parks, Licensee may use the facility to prepare and provide food and beverages for Licensee members and guests for special events such as Open House, Tryouts, and Annual Recognition Celebrations for up to 10 days per year. Licensee may also provide food and beverages to tournament officials at no charge. No fees will be charged for such services. The food and beverages provided shall be in accordance with all Federal, State, and local food safety requirements.

7. Equipment Installation and Operation. Licensee may install the equipment described in **Exhibit D, Equipment Installation & Operation** at its sole cost and expense, subject to the prior written approval of County of its location and connection methods. Licensee's equipment shall be installed, operated and maintained in accordance with the highest standards now or hereafter generally employed for similar equipment. In the event the installation, operation or maintenance of said equipment causes any direct or indirect interference with the operation of the County Facility, equipment, or the equipment of County's tenants, or other licensees, Licensee shall correct said interference, at its sole expense, to the satisfaction of the County. In the event said interference cannot be corrected, Licensee shall promptly remove said equipment.

8. Taxes. Licensee agrees to pay any lawful taxes, assessments, or charges, which

may be at any time levied by any public entity upon any improvements made as a result of this Agreement.

9. Possessory Interest. Licensee expressly recognizes and understands that this Agreement may create a possessory interest subject to property taxation, and that Licensee may be subject to the payment of property taxes levied on such interest.

10. Compliance with Laws. Licensee has represented to County and hereby warrants that Licensee has complied with all laws applicable to the acceptance and use of the license herein granted. Licensee shall observe and comply at all times with all applicable federal, state and local statutes and ordinances, rules, regulations, directives, and orders of governmental agencies now in force or which may hereinafter be in force relating to or affecting the use of the license herein granted.

11. Waste; Nuisance. Licensee shall not commit, suffer, or permit the commission by others of: (i) any waste or nuisance on the premises; (ii) any action or use of the premises which interferes or conflicts with the use of the premises by County or any authorized person; or (iii) any action on the premises in violation of any laws or ordinances.

12. Inspection; Notice to Cure. County shall be permitted to enter and inspect the licensed premises at any and all times. If County identifies an issue with respect to Licensee's maintenance or operation of the Schopflin Fields Regional Park Concession that does not comport with this Agreement, County shall provide written notice requiring Licensee to cure such issue within seven (7) days. If County identifies an issue that may affect the safety of visitors or security of the Facility, County may immediately close down the Facility, or a portion thereof, until such safety or security issues have been resolved to the satisfaction of County.

13. Extent of Grant of License. This Agreement and the license herein granted are valid only to the extent of County's jurisdiction as a landowner or tenant of the premises. Acquisition of any other necessary permits or entitlements for use are the responsibility of Licensee. NOTHING CONTAINED IN THIS AGREEMENT SHALL BE CONSTRUED AS A RELINQUISHMENT OF ANY RIGHTS NOW HELD BY COUNTY.

14. Deposit/Refund. Licensee shall pay the County a deposit of five hundred dollars (\$500), to ensure satisfactory compliance with the terms and conditions of this license at the time of Licensee's execution of this Agreement. This deposit shall be retained by the County until termination of this license, at which time the County shall return the five hundred dollars, provided, however, that the County shall deduct from the deposit the amount of damage, if any, sustained by the County by virtue of any breach of this license.

15. Non-Liability of County. County, its officers, agents, and employees, shall not be liable to Licensee for any loss or damage to Licensee or Licensee's property from any cause. Licensee expressly waives all claims against County, its officers, agents, and employees, unless such injury or damage is caused by or due to the sole negligence or willful misconduct of County, its officers, agents, and employees.

16. Indemnification. Licensee 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 Licensee, that arise out of, pertain to, or relate to Licensee's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Licensee agrees

to provide a complete defense for any claim or action brought against County based upon a claim relating to such Licensee's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Licensee'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 Licensee's expense, subject to Licensee'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 Licensee or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

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

18. Liability for Loss or Damage to County Property. Licensee shall be liable to County for any loss or damage to the premises arising from or in connection with Licensee's performance hereunder or from any of its officers, agents or employees.

19. Termination by County. County may terminate this Agreement for any reason whatsoever, with or without cause, upon ten (10) days' prior written notice to Licensee.

20. License is Personal. The license herein granted is personal to Licensee and no right hereunder may be assigned, sublet, or otherwise transferred in whole or in part without the prior written consent of County, and any attempt to assign, sublet or transfer shall be of no force or effect whatsoever unless and until County shall have given its written consent thereto. County may withhold its consent for any reason.

21. Provisions are Conditions of Use/Occupancy. Each provision of this Agreement shall be deemed a condition of the right of Licensee to use or continue to occupy the premises. Notwithstanding anything stated to the contrary herein, if Licensee fails to perform any provision of this Agreement at the time and in the manner herein provided, County may at its option immediately terminate this Agreement; this right to terminate shall be cumulative to any other legal right or remedy available to County.

22. Licensee to Act in Independent Capacity. Licensee, its officers, agents, and employees shall act in an independent capacity and shall not represent themselves to be or be construed to be officers, agents, or employees of County.

23. License Not a Lease. This Agreement does not constitute a lease, but constitutes a mere revocable license and Licensee is limited to the use of the premises expressly and specifically described above. If access routes are not specifically described in Section 2 of this Agreement, Licensee shall be entitled to use only the access route(s) designated by the County. Licensee shall have no right or privilege in any respect whatsoever to use any other part of the property of County for any purpose whatsoever. Licensee disclaims any interest that when coupled with the license herein granted would render it irrevocable.

24. Notice. Any notice required or permitted to be given under this Agreement shall be in writing. Delivery of such written notice shall be conclusively taken as sufficiently given forty-eight (48) hours after deposit in the United States Mail, registered or certified, return receipt requested, with the postage thereon fully prepaid, addressed as follows:

If to County: Regional Parks Department
Bert Whitaker, Parks Manager
2300 County Center Drive, 120A
Santa Rosa, CA 95403
Ph: 707-565-2041
Fax: 707-579-8247
Email: bwhitake@sonoma-county.org

If to Licensee: Santa Rosa United
Rochelle Cook-Johnson, Treasurer
PO Box 12154
Santa Rosa, CA 95406
Ph: 707-541-7627
Email: treasurer@srunity.com

Either party may at any time change its address for notices by giving written notice of such change to the other party in the manner provided in this Section.

25. No Continuing Waiver. The waiver by County of any breach of any of the provisions of this Agreement shall not constitute a continuing waiver of any subsequent breach of the same, or of any other provision of this Agreement.

26. Surrender. Upon the expiration of this Agreement or its earlier termination, Licensee, at its sole cost and expense, shall remove, revise, or relocate such of its structures and equipment, or repair any part of the Facility (or improvement thereon) that Licensee is required to repair under the terms of this Agreement, as designated by County. Licensee shall further leave the premises in a clean, safe, and sanitary condition, and shall vacate the premises on the date requested by the County.

27. General Provisions.

27.1 Time of Essence. Time is and shall be of the essence of this Agreement and of each and every provision contained in this Agreement.

27.2 Merger; Amendments. 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. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

27.3 Binding Effect; Choice of Law. Except as provided in paragraph 20 above, this Agreement shall be binding upon and inure to the benefit of the parties, their personal representatives, successors, and assigns. This Agreement shall be governed by the laws of the State of California and any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Sonoma.

27.4 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.

27.5 Construction of Agreement; Severability. To the extent allowed by law, the provisions in this Agreement shall be construed and given effect in a manner that avoids any violation of statute, regulation, or law. County and Licensee agree that in the event any

provision in this Agreement is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such provision shall in no way affect any other provision in this Agreement. Licensee 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. Licensee and County further acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

27.6 Relationship. The parties intend by this Agreement to establish the relationship of licensor and licensee only, and do not intend to create a partnership, joint venture, joint enterprise, or any business relationship other than that of licensor and licensee.

27.7 Captions. The captions in this Agreement are for convenience only and are not a part of this Agreement. The captions do not in any way limit or amplify the provisions hereof, and shall have no effect upon the construction or interpretation of any part hereof.

27.8 Nondiscrimination. Licensee 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, handicap, or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by this reference. Licensee has reviewed Sonoma County Ordinance No. 4291 prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection, and agrees to comply with the provisions of that Ordinance during the term of this Agreement and any extensions of the term.

27.9 Exhibits. All exhibits referenced and attached to this Agreement are incorporated herein and made a part of this Agreement by this reference.

27.10. 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.

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

LICENSEE:

By: _____
Name: _____
Title: _____
Date: _____

COUNTY: COUNTY OF SONOMA

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

By: _____

Department Head/Designee

Date: _____

APPROVED AS TO FORM FOR COUNTY:

By: _____

County Counsel

Date: _____



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 29
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors of Sonoma County

Board Agenda Date: August 19, 2014

Vote Requirement: Majority

Department or Agency Name(s): Regional Parks

Staff Name and Phone Number:

Steve Ehret 565-1107 / Mark Cleveland 565-3349

Supervisorial District(s):

5th

Title: Coastal Prairie Trail Phase 1C Bid Award

Recommended Actions:

Award the bid for the construction of the Coastal Prairie Trail Phase 1C to Siri Grading & Paving, Inc. and authorize the Chair of the Board to execute the construction agreement in the amount of \$361,125.

Executive Summary:

The construction of the Coastal Prairie Trail will provide a critical link of the California Coastal Trail and a safe route for bicyclists and pedestrians travelling along Highway 1 through the town of Bodega Bay. The project includes approximately half a mile of multiple use trail, parking, two boardwalks, and habitat enhancements. The trail will traverse scenic coastal prairie within State and County parkland (see Attachment 2, Map) and connect locally and regionally important destinations.

In 2005 the Bodega Bay Bicycle and Pedestrian Trail Study was completed with the assistance of numerous agencies and stakeholder input. In 2010 the Board of Supervisors adopted the Countywide Bicycle and Pedestrian Plan, which identified the Bodega Bay Trail, including the Coastal Prairie Trail, project as a high priority.

The Bodega Bay Trail is being completed in phases as funding becomes available. Cheney Creek Bridge and Trail Project was completed in 2008, connecting Doran Beach Regional Park with Bird Walk Coastal Access. The current Coastal Prairie Trail Phase 1C project will connect the Bodega Bay Community Center and the Nicholas Green Bell Tower with the Bodega Dunes Campground driveway. In 2015, Regional Parks is scheduled to complete the Coastal Prairie Trail Phase 1B, which will connect the Bodega Dunes Campground driveway with the community of Salmon Creek.

The County began advertising for bids on July 21, 2014 and conducted a pre-bid conference on July 29, 2014. On August 7, 2014, the County publicly opened bids for the project. A total of four (4) bids were received (see Attachment 1, Bid Tabulation). Siri Grading & Paving, Inc. submitted the lowest responsible bid of \$361,125.00, which was within the project budget of \$455,000. The construction

contract is funded by the Coastal Impact Assistance Program (CIAP), Measure M, and Transportation Development Act Article 3.

Prior Board Actions:

May 20, 2014 approved County of Sonoma Capital Project Plan 2014 – 2019, including Bodega Bay Bike & Pedestrian Trail – Coastal Prairie. June 19, 2012 by Reso. 12-0343 approved the Coastal Development Permit for the project. April 25, 2014 by Reso. 14-0107 request MTC allocation of Transportation Development Act Article 3 funding. June 22, 2011 by Reso. No. 11-0346 adopted the Mitigated Negative Declaration for the Coastal Prairie Trail and approved the project. August 25, 2010 by Reso. No. 10-0636 adopted the 2010 Sonoma County Bicycle and Pedestrian. August 21, 2007 by Reso. No. 07-0694 approved Bodega Bay Trail project for Coastal Impact Assistance Program funding.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

The approval of the Coastal Prairie Trail Phase 1 construction contract supports the protection and maintenance of parks, public lands & open space systems that promote recreation, health, protects watersheds and contributes to the economic vitality.

Fiscal Summary - FY 14-15

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 361,125		\$
Add Appropriations Req'd.	\$	State/Federal	\$ 260,000
	\$	Fees/Other	\$ 101,125
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 361,125	Total Sources	\$ 361,125

Narrative Explanation of Fiscal Impacts (If Required):

Funding sources for the construction contract are: \$101,125 Measure M, \$142,575 Coastal Impact Assistance Program, and \$117,425 from Transportation Development Act Article 3.

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 – Bid Tabulation, Attachment 2 – Bodega Bay Trail Map
Related Items “On File” with the Clerk of the Board:
Agreement between the County and Siri Grading & Paving, Inc. (5 copies)

SONOMA COUNTY PURCHASING DIVISION BID TABULATION

Bid No. BSO # 15-0213 Project Manager Mark Cleveland Tel. Ext. _____

Bid Date 8/7/14 Project Name Coastal Prairie Trail Project No. _____
PH 1

Bidder's Name	Base Bid	Alt. #1	Alt. #2	Alt. #3	Alt. #4	Alt. #5	For Project Manager's Use
West Bay Bldrs.	396,200.						
Campbell Grading	386,220.39						
Sin Grading	361,125.00						
Team Ghulotti	378,377.00						

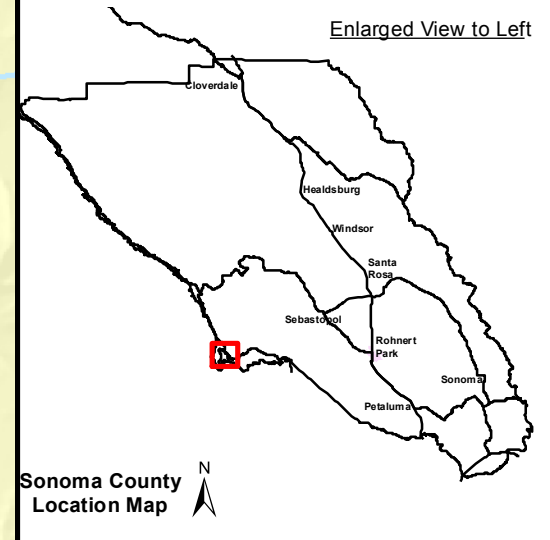
Bodega Bay Trail

Location Map



12/31/13

Enlarged View to Left



Sonoma County Location Map



Bay Area Location Map



Source: Sonoma County GIS Bay Area Counties Layer. Parcel Base

- Highway
- Street
- Stream
- Coastal Prairie Trail
- Future Trail
- Existing Trail
- Project Location
- County Owned Parks
- State Owned Parks





County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 30
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors of Sonoma County

Board Agenda Date: August 19, 2014

Vote Requirement: Majority

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

Staff Name and Phone Number:

Monique Chapman 565-3916

Supervisorial District(s):

2nd District

Title: Agreement for supplemental law enforcement services with Speedway Sonoma for the 2014 Indy Racing League (IRL) races from August 22, 2014 through August 24, 2014 for revenue of \$50,379.

Recommended Actions:

Authorize the Sheriff to execute the \$50,379 supplemental law enforcement services agreement with Speedway Sonoma, LLC, for the 2014 Indy Racing League (IRL) races from August 22, 2014 through August 24, 2014.

Executive Summary:

The Sheriff's Office is requesting authorization to execute an agreement with Speedway Sonoma to provide supplemental security services for the Indy Racing League (IRL) races taking place August 22, 2014 through August 24, 2014.

Background. Resolution 93-1720 authorizes the Sheriff to execute any contract for supplemental law enforcement services on behalf of the County that does not exceed \$25,000. Any contract over the \$25,000 threshold continues to require the Board of Supervisors' authorization. Additionally, the Board annually adopts an ordinance establishing fees for security services.

The Sonoma County Sheriff's Office has been providing special security services to Speedway Sonoma for the past twenty-one years. Speedway Sonoma has contracted with the Sheriff's Office for other large scale racing events in addition to IRL, including NASCAR and NHRA sponsored events. The services provided in the Agreement are above and beyond the normal level of law enforcement services provided to the community by the Sheriff's Office. The County is reimbursed by Speedway Sonoma for both the direct and indirect costs of providing these special security services.

Request. The scope of services to be provided under the proposed Agreement include onsite supplemental law enforcement provided by sergeants, deputies, dispatchers, and community services officers over the three days from Friday, August 22, 2014 through Sunday, August 24, 2014. The cost of these services is estimated at \$50,379. The agreement is substantially the same as the agreement in the

previous year in terms of staffing and cost. The services to be provided will in no way interfere with regular law enforcement services provided by the Sheriff's Office. The costs and corresponding revenue reimbursement are included in the Sheriff's Office FY 2014-15 adopted budget.

Prior Board Actions:

Annual Sheriff's Office Fee ordinance which sets the fee for Security Services provided by the Sheriff's Office. Annual security service agreements since 1991.

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

The Agreement for Supplemental Security Services with Sonoma Raceway will allow for supplemental law enforcement services to be provided at a large racing event. These services will help to ensure the safety of the event attendees and the surrounding community.

Fiscal Summary - FY 14-15

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 50,379		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$ 50,379
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 50,379	Total Sources	\$ 50,379

Narrative Explanation of Fiscal Impacts (If Required):

The agreement calls for the reimbursement of both direct and indirect costs associated with providing special security services. The final amount will be determined at the conclusion of the event.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

Attachments:

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

Agreement for Supplemental Law Enforcement Services

Item
Pulled
From
the
Agenda



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 32
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: August 19, 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, Second, Third and Fourth

Title: Award of Contract for 2014 Pavement Preservation Program Bonded Wearing Course M14028.

Recommended Actions:

1. Approve the plans and specifications for the 2014 Pavement Preservation Program Bonded Wearing Course Project M14028.
2. Award contract to low bidder, Telfer Highway Technologies, in the amount of \$ 4,249,000.00 and authorize the Chair to execute construction contract M14028.

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 that several different treatments to improve 38.96 miles of County roads. This current program follows on the heels of the 2013 Pavement Preservation Program that improved 67 miles of roads. This year's program will be broken into three pieces with one portion being completed by County forces and two others through competitively bid contracts including the current item, the 2014 Pavement Preservation Program – Bonded Wearing Course, and the 2014 Pavement Preservation Program – Full Depth Reclamation that was approved by the Board on August 12, 2014.

The current contract includes application of a Bonded Wearing Course to four County roads segments and a Slurry Seal to various roads within the Canon Manor Road Maintenance District:

- A. Napa Road (#5503B), PM 10.49-11.22, from Sonoma City limits to 8th St East, (District 1). This road is classified as a principal arterial and the current PCI is 50/59, with 11,000 vehicles per day.
- B. Petaluma Hill Road (#5710B), PM 13.65-16.73, from Rohnert Park Expressway to Snyder Lane, (District 3). This road is classified as a major collector and the current PCI is 60, with 17,000 vehicles per day.
- C. Stony Point Road (#5709), PM 10.91-16.35, from Petaluma City limits to State Route 116, (District 2). This road is classified as a major collector and the current PCI is 50/60, with 15,000 vehicles

per day.

- D. West Dry Creek Road (#99017), PM 11.35-18.79, from Pine Ridge Canyon bridge to Yoakim Bridge Road, (District 4). This road is classified as a local road, but has been identified by the Board as a road Vital to Tourism and Agriculture, and the current PCI is 25, with 700 vehicles per day.
- E. Canon Manor, various roads, (District 2) which are part of a special road district that is self-funded.

When completed, it is expected that the PCI on these roads will be considered in Very Good to Excellent condition.

The Department recommends the Board approve the plans and specifications for the 2014 Pavement Preservation Program Bonded Wearing Course Project M14028.

The Project was advertised for bids: June 23 to July 23, 2014.

Bids were opened: July 30, 2014.

Bids were received as follows:

Telfer Highway Technologies.....	\$4,249,000.00
Chester Bross Construction Co.....	\$4,508,819.15

The Engineer's Estimate was \$3,908,000.00

The low bid of \$4,249,000.00 is \$341,000.00 above the Engineer's Estimate. The second bid is \$259,819.15 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.

In accordance with Public Contract Code Section 20128, the contract shall be awarded to the lowest responsible bidder.

Telfer Highway Technologies is experienced in this type of work. They have been licensed since 2013 and have recently completed two jobs for our department, including the 2013 Pavement Preservation Program-Bonded Wearing Course project.

The Department recommends awarding the contract to Telfer Highway Technologies. The total estimated cost of construction is \$4,673,900.00 including 10% for construction contingency. Appropriations are available in the FY 2014-15 Road Maintenance budget. Funding for the project is from one-time General Fund dollars and General Fund franchise fees received in FY 2013-14, General Fund Aggregate Mitigation fees collected by haulers and the Canon Manor Road Maintenance Assessment District.

Prior Board Actions:

8/12/14: Board awarded construction contract to Ghilotti Construction Co. for 2014 Pavement

Preservation Program-Full Depth Reclamation; 03/25/14: Board approved 2014 Pavement Preservation Program.

Strategic Plan Alignment Goal 3: Invest in the Future

This project will improve the surface of 16.69 miles of County roads in addition to various roads in Canon Manor.

Fiscal Summary - FY 14-15

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 4,673,900	County General Fund	\$ 4,518,231
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$ 155,669
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 4,673,900	Total Sources	\$ 4,673,900

Narrative Explanation of Fiscal Impacts (If Required):

Funding for the project is from one-time General Fund dollars and General Fund franchise fees received in FY 2013-14, General Fund Aggregate Mitigation fees collected by haulers and the Canon Manor Road Maintenance Assessment District. Appropriations are available in the FY 14-15 Road Maintenance budget.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

Attachments:

Location Map 1 & 2

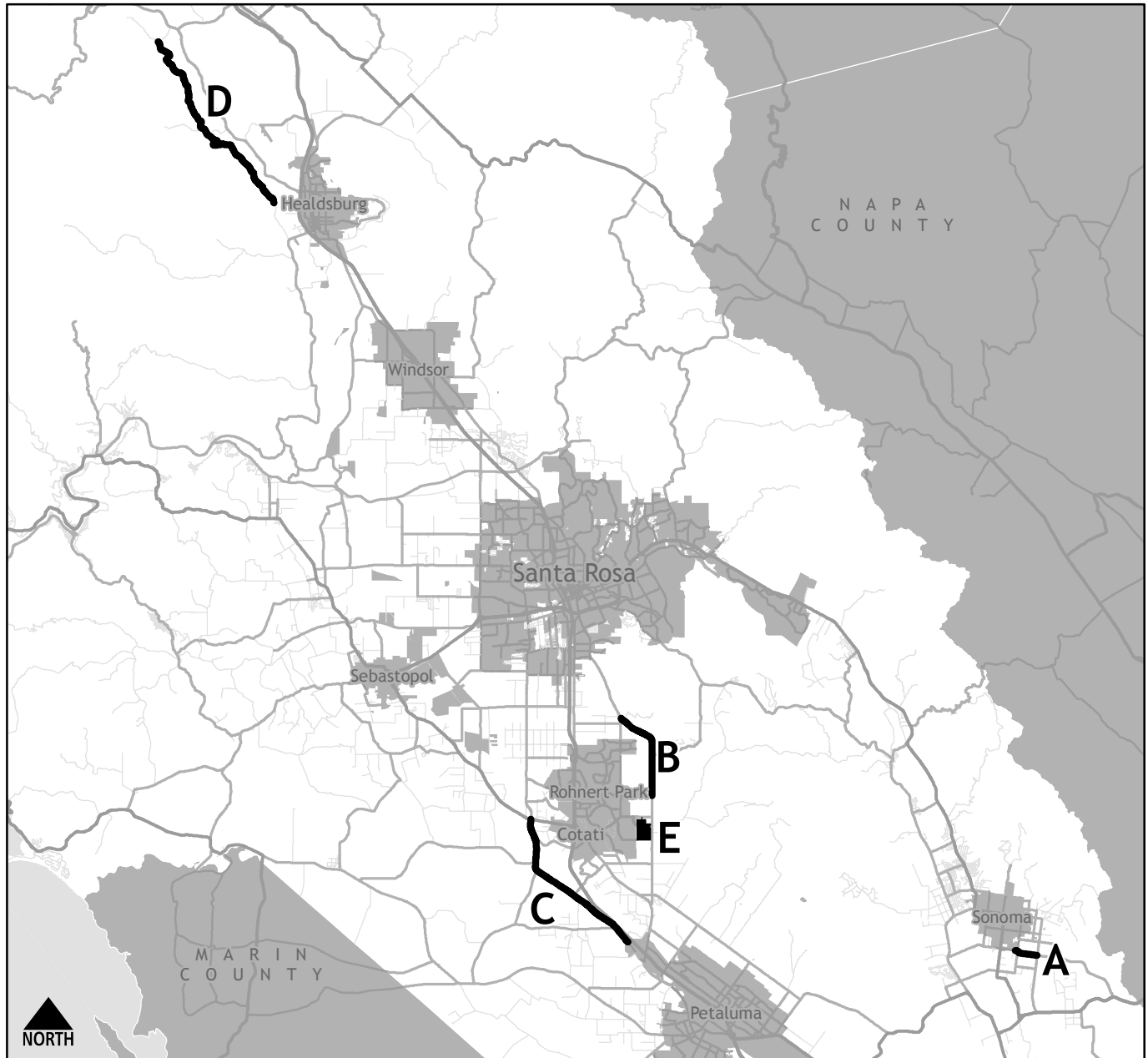
Related Items "On File" with the Clerk of the Board:

Special Provisions, Bid Book, Plans, Addendum 1, Addendum 2, Addendum 3

Location Map

2014 Pavement Preservation Program (M14028)

May, 2014

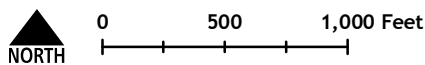
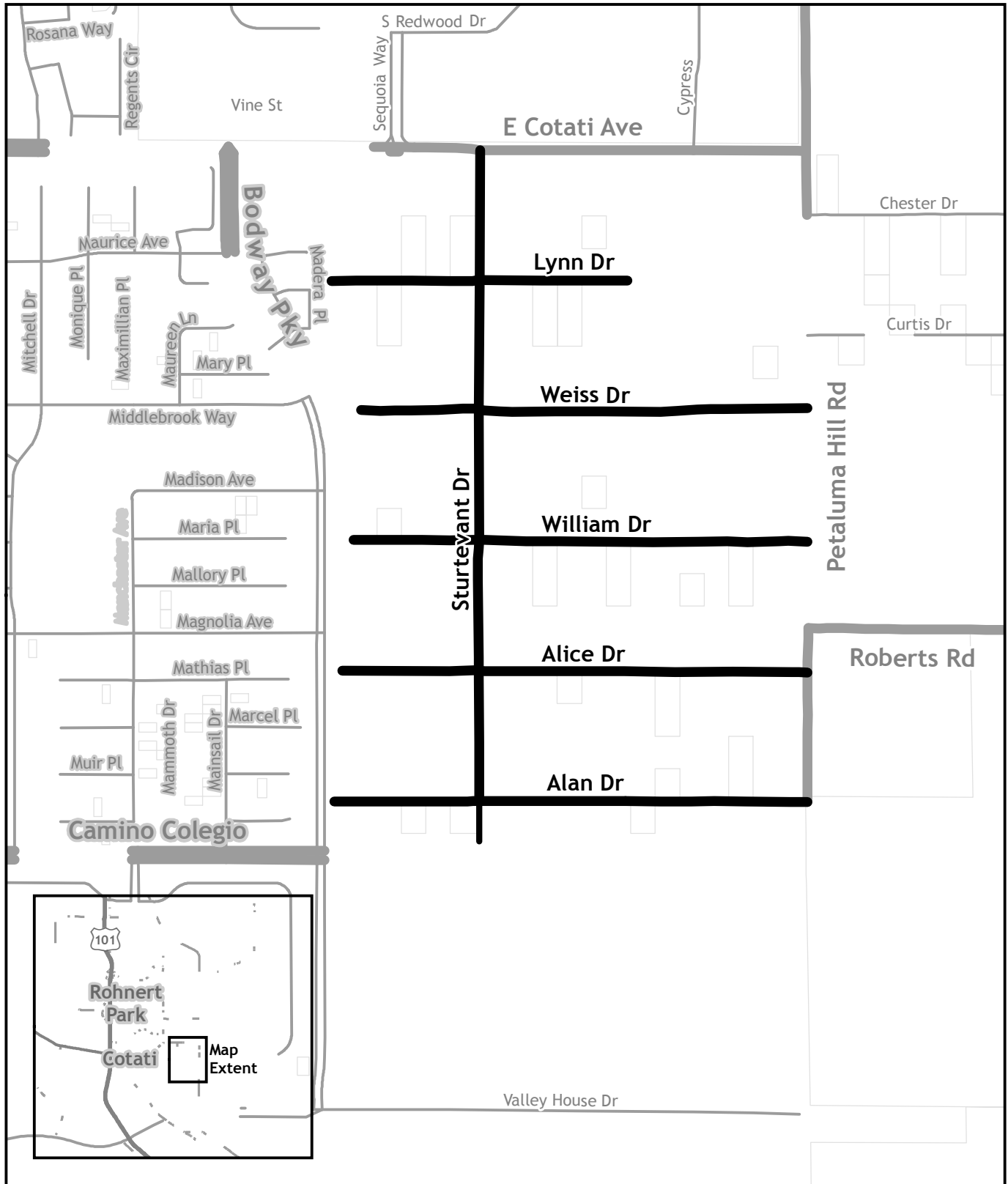


Road Name	Project Limits	Road No.	Post Mile	Length
(A) Napa Rd	Sonoma City limits to 8th St East	5503B	10.49 - 11.22	0.73
(B) Petaluma Hill Rd	Rohnert Park Expressway to Snyder Ln	5710B	13.65 - 16.73	3.08
(C) Stony Point Rd	Petaluma City Limits to Hwy 116	5709	10.91 - 16.35	5.44
(D) West Dry Creek Rd	Pine Ridge Canyon bridge to Yaokim Bridge Rd	99017	11.35 - 18.79	7.44
(E) Canon Manor	See Location Map, Canon Manor	Various		

Location Map

Canon Manor - Type II Slurry Seal

February, 2014



— Type II Slurry Seal

■ City of Rohnert Park

Department of Transportation and Public Works
County of Sonoma

2014 Pavement Preservation Program- BWC M14028

Location Map- 2

July 2014



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 33
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: August 19, 2014

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Board of Supervisors (707) 565-2241

Supervisorial District(s):

Title: Minutes of July 22, 2014

Recommended Actions:

Approval.

Executive Summary:

Approval of Minutes –

- (A) Minutes of the Meeting of July 22, 2014 for the following: Agricultural Preservation and Open Space District, Community Development Commission, Northern Sonoma County Air Pollution Control District, Occidental County Sanitation District, Russian River County Sanitation District, South Park County Sanitation District, Sonoma County Water Agency, and Board of Supervisors; and
- (B) Minutes of the Meeting of July 22, 2014 of the Sonoma Valley County Sanitation District

Prior Board Actions:

None.

Strategic Plan Alignment Not Applicable

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

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

TUESDAY

JULY 22, 2014

8:30 A.M.

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

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

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

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

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

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

Public Transit Access to the County Administration Center:

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

Santa Rosa CityBus: Rt. 14

Golden Gate Transit: Rt. 80

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

APPROVAL OF THE CONSENT CALENDAR

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

PUBLIC COMMENT

Any member of the audience desiring to address the Board on a matter on the agenda: Please walk to the podium and after receiving recognition from the Chair, please state your name and make your comments. Closed session items may be added prior to the Board adjourning to closed session. In order that all interested parties have an opportunity to speak, please be brief and limit your comments to the subject under discussion. Each person is usually granted 3 minutes to speak; time limitations are at the discretion of the Chair. While members of the public are welcome to address the Board, under the Brown Act, Board members may not deliberate or take action on items not on the agenda, and generally may only listen.

8:34 A.M. CALL TO ORDER

8:34 A.M. Vice-Chairman Gorin called the meeting to order.

Supervisors Present: Susan Gorin, Shirlee Zane, Mike McGuire, Efren Carrillo

Supervisor Absent: David Rabbitt

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

Vice-Chairman Gorin presiding.

PLEDGE OF ALLEGIANCE

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

Correction to Title on Agenda: Consent Item # 6 on Mirabel Fish Screen contract amount should be \$393,828. Consent Item # 54 on Freestone Water District Financing should also include Adoption a Resolution, and the Ordinance before the Board is the first reading on the matter. Consent Item # 55 to accept the Facilities Ad Hoc Committee Charter/Scope of Work should read that the committee has been meeting since June. Items Pulled From Agenda: Consent Items # 27 the Revised Public Art Policy and Guidelines, and # 28 Roof contract on the Main Adult Detention Center have been pulled from the agenda.

II. BOARD MEMBER ANNOUNCEMENTS

Supervisor McGuire thanked the Sonoma County Transportation Authority staff for their work on airport interchange project. October 10, 2014 is a tentative date for the Career Technical Education annual conference. August 11, 2014 will be the MarkWest and Markfield Town Hall meeting. The Windsor meeting on fire ad hoc will occur on July 24, 2014.

Supervisor Zane attended the Roseland annexation meeting, the BEST Board meeting, hosted a community healing reception with the community task force, and the SMART Board meeting. She announced that the health care steering committee NACo resolutions were adopted, including mental health parity for affordable health care.

Supervisor Carrillo participated in the Latino elected official's conference, and the NACo conference in New Orleans. He accepted awards for ISD in the digital service area, and for Regional Parks for waterway safety on the Russian River. He visited with Dan Basta National Marine Sanctuaries, and he hosted a community forum in response to the District Attorney's decision on the Andy Lopez' tragedy.

Supervisor Gorin participated in July 4th celebrations in Sonoma. She alerted people to take care during construction on the interchange. She attended a sustainable business conference, and a Sonoma County Clean Power Board meeting, and will have a discussion with Cloverdale on July 23, 2014.

III. CONSENT CALENDAR (Items 1 through 49)

PRESENTATIONS/GOLD RESOLUTIONS

(Items 1 through 4)

PRESENTATIONS AT THE BOARD MEETING

1. Adopt a Gold Resolution proclaiming July 2014 as Parks and Recreation, Parks Make Life Better Month. (Countywide)

Presenters:

Dylan Karahalios

Katie Gauntlett

Caryl Hart, Regional Park Director

Board Action: Approved as Recommended

AYES: Susan Gorin, Shirlee Zane, Mike McGuire, and Efren Carrillo.

ABSENT: David Rabbitt.

VOTE: 4-0-1

Approved by Resolution No.14-0284

PRESENTATIONS AT A DIFFERENT DATE

2. Adopt a Gold Resolution commending Ryan Holden for achieving the Rank of Eagle Scout. (Fifth District)

Board Action: Approved as Recommended

AYES: Susan Gorin, Shirlee Zane, Mike McGuire, and Efren Carrillo.

ABSENT: David Rabbitt.

VOTE: 4-0-1

Approved by Resolution No.14-0285

Meeting Recessed: 9:53 a.m.

Meeting Reconvened: 10:03 a.m.

3. Adopt a Gold Resolution commending Benjamin Vitali Schulz for achieving the Rank of Eagle Scout. (Fifth District)

Board Action: Approved as Recommended

AYES: Susan Gorin, Shirlee Zane, Mike McGuire, and Efren Carrillo.

ABSENT: David Rabbitt.

VOTE: 4-0-1

Approved by Resolution No.14-0286

CONSENT CALENDAR (Continued)

4. Adopt a Gold Resolution honoring Sharon Youney for her contributions to the Drug Free Babies and the Dependency Drug Court Programs, and to the women she helped into recovery and the lives of the children whose families she helped to restore. (Health Services)

Board Action: Approved as Recommended

AYES: Susan Gorin, Shirlee Zane, Mike McGuire, and Efren Carrillo.

ABSENT: David Rabbitt.

VOTE: 4-0-1

Approved by Resolution No.14-0287

AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT

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

5. Authorize the President of the Board of Directors to execute a revised Quit Claim Deed to transfer to the State of California the District's 50% undivided fee interest in the Wright Preservation Bank (a.k.a. Santa Rosa Plain Ecological Reserve, A.P.N. 's 035-051-014 and 035-051-023). (4/5 vote required) (Fifth District)

Board Action: Approved as Recommended

AYES: Susan Gorin, Shirlee Zane, Mike McGuire, and Efren Carrillo.

ABSENT: David Rabbitt.

VOTE: 4-0-1

SONOMA COUNTY WATER AGENCY

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

6. Authorize the General Manager of the Water Agency to execute a second amended agreement with HDR Engineering, Inc. for the Mirabel Fish Screen and Fish Ladder Replacement Project to provide engineering design services, increasing the amount by \$343,828, expanding the scope of work to provide full construction support, additional cost estimating, a geotechnical report, and a retaining wall design, and extending the agreement term by eight months for a new agreement total of \$1,353,267 and an end date of November 30, 2016. (Fifth District)

Board Action: Approved as Recommended, as amended.

AYES: Susan Gorin, Shirlee Zane, Mike McGuire, and Efren Carrillo.

ABSENT: David Rabbitt.

VOTE: 4-0-1

7. Authorize the Chair to execute a funding agreement providing the City of Petaluma \$174,200 for the purchase of 10 stream gauge monitors, including related pre-construction and installation costs of the monitors in the Petaluma River Watershed. (Second District)

Board Action: Approved as Recommended

AYES: Susan Gorin, Shirlee Zane, Mike McGuire, and Efren Carrillo.

ABSENT: David Rabbitt.

VOTE: 4-0-1

CONSENT CALENDAR (Continued)

8. Authorize the Chair to execute the second amended agreement with Conservation Strategy Group increasing the amount by \$261,000, expanding the scope of work to include development and coordination of regional and statewide coalitions to further the Water Agency's efforts in securing funds for water supply, recycled water, flood control, groundwater, greenhouse gas reduction, energy and other programs, and extending the agreement term by 2 years and 5 months for a new not-to-exceed agreement total of \$475,400 and an end date of December 31, 2016. (Countywide)

Board Action: Approved as Recommended

AYES: Susan Gorin, Shirlee Zane, Mike McGuire, and Efren Carrillo.

ABSENT: David Rabbitt.

VOTE: 4-0-1

9. Authorize the Chair to execute the first amended agreement with Steve Grinnell, P.E. for engineering services related to Russian River hydrologic index, modeling, environmental compliance, and regulatory approval, increasing the amount by \$55,000, expanding the scope of work to include modifying the hydrologic analysis to incorporate additional data to 2013, and extending the agreement term by one year for a new not-to-exceed agreement total of \$131,500 and end date of December 31, 2015. (Countywide)

Board Action: Approved as Recommended

AYES: Susan Gorin, Shirlee Zane, Mike McGuire, and Efren Carrillo.

ABSENT: David Rabbitt.

VOTE: 4-0-1

10. Authorize the Chair to execute an agreement with Environmental Science Associates to provide engineering services related to hydrologic and hydraulic modeling of Santa Rosa Creek for the amount of \$227,854; agreement terminates on June 30, 2015. (First, Third, Fifth Districts)

Board Action: Approved as Recommended

AYES: Susan Gorin, Shirlee Zane, Mike McGuire, and Efren Carrillo.

ABSENT: David Rabbitt.

VOTE: 4-0-1

11. Authorize the Chair to execute an agreement with Davids Engineering, Inc., to provide engineering services related to Russian River modeling for the amount of \$90,776; agreement terminates on December 31, 2015. (Countywide)

Board Action: Approved as Recommended

AYES: Susan Gorin, Shirlee Zane, Mike McGuire, and Efren Carrillo.

ABSENT: David Rabbitt.

VOTE: 4-0-1

12. Ratify the amendment to and temporary extension of the Supplemental Water Supply agreement between the Marin Municipal Water District and the Sonoma County Water Agency to continue water deliveries until June 30, 2015.

Board Action: Approved as Recommended

AYES: Susan Gorin, Shirlee Zane, Mike McGuire, and Efren Carrillo.

ABSENT: David Rabbitt.

VOTE: 4-0-1

CONSENT CALENDAR (Continued)

SONOMA COUNTY WATER AGENCY
OCCIDENTAL COUNTY SANITATION DISTRICT
RUSSIAN RIVER COUNTY SANITATION DISTRICT
SOUTH PARK COUNTY SANITATION DISTRICT

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

AND

SONOMA VALLEY COUNTY SANITATION DISTRICT

(Directors: Gorin, Rabbitt, Rouse, Alternate - McGuire)

13. Authorize the Chair to execute equipment rental and operator services agreements with V. Dolan Trucking, Inc. (\$150,000 through July 22, 2017); Ghilotti Construction Company, Inc. (\$150,000 through July 22, 2017); and Bohan & Canelis General Engineering, Inc. (\$750,000 through July 22, 2017). (Countywide)

Board Action: Approved as Recommended

AYES: Susan Gorin, Shirlee Zane, Mike McGuire, and Efren Carrillo.

ABSENT: David Rabbitt.

VOTE: 4-0-1

Sonoma Valley County Sanitation District:

AYES: Susan Gorin, Mike McGuire.

ABSENT: Mayor Rouse.

VOTE: 2-0-1

SONOMA COUNTY WATER AGENCY

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

AND

REGIONAL PARKS

14. Authorize the General Manager of the Sonoma County Water Agency and the Director of Sonoma County Regional Parks Department to sign a letter of intent with the City of Santa Rosa, LandPaths, and the Southeast Greenway Campaign Committee regarding the future transfer and land management of the Caltrans Highway 12 Right of Way located between Farmers Lane and Spring Lake Park, also known as the Southeast Greenway.

Board Action: Approved as Recommended

AYES: Susan Gorin, Shirlee Zane, Mike McGuire, and Efren Carrillo.

ABSENT: David Rabbitt.

VOTE: 4-0-1

CONSENT CALENDAR (Continued)

SONOMA VALLEY COUNTY SANITATION DISTRICT

(Directors: Gorin, Rabbitt, Rouse, Alternate - McGuire)

15. Approve and authorize the General Manager to execute a five year Recycled Water Use Agreement between the Sonoma Valley County Sanitation District and Gary J. Kiser and Carolyn R. Kiser, Trustees under the Gary J. Kiser and Carolyn R. Kiser Trust Agreement. (2/3 vote required) (First District)

Board Action: Approved as Recommended

AYES: Susan Gorin, Shirlee Zane, Mike McGuire, and Efren Carrillo.

ABSENT: David Rabbitt.

VOTE: 4-0-1

Sonoma Valley County Sanitation District:

AYES: Susan Gorin, Mike McGuire.

ABSENT: Mayor Rouse.

VOTE: 2-0-1

16. Approve and authorize the General Manager to execute a five year Recycled Water Use Agreements between the Sonoma Valley County Sanitation District and Joseph F. and Deanna K. Cabral; and Francis J. and Sara E. Cabral. (2/3 vote required) (First District)

Board Action: Approved as Recommended

AYES: Susan Gorin, Shirlee Zane, Mike McGuire, and Efren Carrillo.

ABSENT: David Rabbitt.

VOTE: 4-0-1

Sonoma Valley County Sanitation District:

AYES: Susan Gorin, Mike McGuire.

ABSENT: Mayor Rouse.

VOTE: 2-0-1

SONOMA VALLEY COUNTY SANITATION DISTRICT

(Directors: Gorin, Rabbitt, Rouse, Alternate - McGuire)

AND

TRANSPORTATION AND PUBLIC WORKS

17. State Route 12 Corridor Improvement Project - Authorize the Chair of the Board of Supervisors and the Chair of the Board of Directors of the Sonoma Valley County Sanitation District to execute an Agreement for Funding State Route 12 Corridor Improvement Project Sanitation Improvements in the amount of \$105,105; agreement terminates on June 30, 2016.

Board Action: Approved as Recommended

AYES: Susan Gorin, Shirlee Zane, Mike McGuire, and Efren Carrillo.

ABSENT: David Rabbitt.

VOTE: 4-0-1

Sonoma Valley County Sanitation District:

AYES: Susan Gorin, Mike McGuire.

ABSENT: Mayor Rouse.

VOTE: 2-0-1

CONSENT CALENDAR (Continued)

AUDITOR-CONTROLLER-TREASURER-TAX COLLECTOR

18. Review and accept the audit report of the Sonoma County Treasury Treasurer Investment Pool for the quarter ended March 31, 2014.

Board Action: Approved as Recommended

AYES: Susan Gorin, Shirlee Zane, Mike McGuire, and Efren Carrillo.

ABSENT: David Rabbitt.

VOTE: 4-0-1

AUDITOR-CONTROLLER-TREASURER-TAX COLLECTOR /
COUNTY ADMINISTRATOR

19. Authorize the Auditor-Controller Treasurer-Tax Collector to sign a contract with Bid 4 Assets, Inc. to conduct an internet auction sale of tax-defaulted property in an amount not to exceed \$45,000, from August 1, 2014 to August 1, 2015.

Board Action: Approved as Recommended

AYES: Susan Gorin, Shirlee Zane, Mike McGuire, and Efren Carrillo.

ABSENT: David Rabbitt.

VOTE: 4-0-1

BOARD OF SUPERVISORS

20. Approve Advertising Program grant awards and authorize the County Administrator to execute a contract with the following entity for advertising and promotions activities for Fiscal Year 2014-15: The Buck Institute for Research on Aging, \$600; Children's Museum of Sonoma County, \$500; Sonoma Volunteer Firefighters Association, \$1,000. (First District)

Board Action: Approved as Recommended

AYES: Susan Gorin, Shirlee Zane, Mike McGuire, and Efren Carrillo.

ABSENT: David Rabbitt.

VOTE: 4-0-1

CLERK-RECORDER-ASSESSOR

21. Adopt a Resolution adopting the Official Canvass of the Vote for the June 3, 2014, Consolidated Primary Election.

Board Action: Approved as Recommended

AYES: Susan Gorin, Shirlee Zane, Mike McGuire, and Efren Carrillo.

ABSENT: David Rabbitt.

VOTE: 4-0-1

Approved by Resolution No.14-0288

CONSENT CALENDAR (Continued)

COUNTY ADMINISTRATOR

22. Authorize the Chair to execute an Amendment to the Personal Services Agreement with Rita Scardaci as Director of Health Services, commencing on January 30, 2014 through January 30, 2017.

Board Action: Approved as Recommended

AYES: Susan Gorin, Shirlee Zane, Mike McGuire, and Efren Carrillo.

ABSENT: David Rabbitt.

VOTE: 4-0-1

23. Adopt a Resolution delegating the Authority of the Picture Arcade Commission to the Sonoma County Planning Commission.

Board Action: Approved as Recommended

AYES: Susan Gorin, Shirlee Zane, Mike McGuire, and Efren Carrillo.

ABSENT: David Rabbitt.

VOTE: 4-0-1

Approved by Resolution No.14-0289

24. Authorize the County Administrator to execute agreements with the Cloverdale Fire Protection District and the Bodega Bay Fire Protection District to provide financial support for FY 2014-15 in accordance with the County of Sonoma FY 2014-15 Adopted Budget.

Board Action: Approved as Recommended

AYES: Susan Gorin, Shirlee Zane, Mike McGuire, and Efren Carrillo.

ABSENT: David Rabbitt.

VOTE: 4-0-1

FAIRGROUNDS

25. Approve construction of an Agriculture Education facility in honor of Saralee McClelland Kunde and Richard Kunde.

Board Action: Approved as Recommended

AYES: Susan Gorin, Shirlee Zane, Mike McGuire, and Efren Carrillo.

ABSENT: David Rabbitt.

VOTE: 4-0-1

FIRE AND EMERGENCY SERVICES

26. Authorize the Fire and Emergency Services Director to execute agreements with the Central Fire Authority of Sonoma County and the Rancho Adobe Fire Protection District to distribute Graton Mitigation Fund monies for Fiscal Year 2014-15.

Board Action: Approved as Recommended

AYES: Susan Gorin, Shirlee Zane, Mike McGuire, and Efren Carrillo.

ABSENT: David Rabbitt.

VOTE: 4-0-1

CONSENT CALENDAR (Continued)

GENERAL SERVICES

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

Item #27 was pulled from the agenda.

28. Authorize the Chair to execute a contract for design services for removal and replacement of the roof on the Main Adult Detention Center with Allana, Buick and Bers, Inc. in the amount of \$154,030, with a term through December 31, 2014. (Second District)

Item #28 was pulled from the agenda.

GENERAL SERVICES / SHERIFF'S OFFICE

29. Authorize the General Services Director to execute a ground lease between the County of Sonoma and landowners Robert J. Booth and Pamela M. Powell for installation and operation of communications improvements at the Poole Ridge telecommunications site located at 21789 Siri Road in the unincorporated area of Guerneville, Sonoma County, for an initial term of ten (10) years at an annual rental cost of \$37,391, with six (6) extension options of five (5) years each.

Board Action: Approved as Recommended

AYES: Susan Gorin, Shirlee Zane, Mike McGuire, and Efren Carrillo.

ABSENT: David Rabbitt.

VOTE: 4-0-1

HUMAN RESOURCES

30. Adopt a Concurrent Resolution amending Salary Resolution Number 95-0926, Section 13 - Deferred Compensation, and Section 12 - Staff Development to restructure Staff Development, Wellness and Combined Use Allowance benefit effective July 22, 2014, and establishing an Incentive Retirement Savings Plan (IRSP) for employees covered by the Salary Resolution effective September 2, 2014.

Board Action: Approved as Recommended

AYES: Susan Gorin, Shirlee Zane, Mike McGuire, and Efren Carrillo.

ABSENT: David Rabbitt.

VOTE: 4-0-1

Approved by Resolution No.14-0290

CONSENT CALENDAR (Continued)

HUMAN RESOURCES
AND
SONOMA COUNTY WATER AGENCY
(Directors: Gorin, Rabbitt, Zane, McGuire, Carrillo)

31. Water Agency and Attorney Equity Adjustments -

- (A) Adopt a Concurrent Resolution amending Salary Resolution 95-0926, Appendix A, Salary Table, for a 9.9% equity adjustment for Water Agency Principal Engineer classification, effective July 22, 2014.
- (B) Adopt a Resolution amending Salary Resolution 95-0926, Appendix A, Salary Table, for a 3.25% equity adjustment for Deputy County Counsel I-IV job classifications, effective July 22, 2014.

Board Action: Approved as Recommended

AYES: Susan Gorin, Shirlee Zane, Mike McGuire, and Efren Carrillo.

ABSENT: David Rabbitt.

VOTE: 4-0-1

Approved by Resolution No.14-0291, and Resolution No. 14-0292.

HUMAN RESOURCES
AND
AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT
COMMUNITY DEVELOPMENT COMMISSION
NORTHERN SONOMA COUNTY AIR POLLUTION CONTROL DISTRICT
SONOMA COUNTY WATER AGENCY
(Directors/Commissioners: Gorin, Rabbitt, Zane, McGuire, Carrillo)

32. Authorize the Human Resources Director to execute an amendment to the agreement with CareCounsel for healthcare advocacy for County employees, retirees and eligible dependents, extending the term of the agreement from August 1, 2014 through July 31, 2015 with no increase to the monthly rate of \$1.70 per member per month for a total contract amount not-to-exceed \$150,000.

Board Action: Approved as Recommended

AYES: Susan Gorin, Shirlee Zane, Mike McGuire, and Efren Carrillo.

ABSENT: David Rabbitt.

VOTE: 4-0-1

HUMAN SERVICES

33. Adopt a Resolution authorizing the Director of Human Services to sign the Sonoma County Area Agency on Aging Area Plan Standard Agreement #AP-1415-27 with the California Department of Aging to receive funding for the Sonoma County Area Agency on Aging for a total amount of \$2,023,646, and authorizing the Director of Human Services to amend and execute future standard agreement amendments to adjust for revenue levels based upon additional funding through date.

CONSENT CALENDAR (Continued)

Item #33 Continued

Board Action: Approved as Recommended

AYES: Susan Gorin, Shirlee Zane, Mike McGuire, and Efren Carrillo.

ABSENT: David Rabbitt.

VOTE: 4-0-1

Approved by Resolution No.14-0293

34. Authorize the Director of Human Services to execute the second amendment to an agreement with the Community Child Care Council of Sonoma County, expanding the scope of work to include supporting Road to Early Achievement and Development of Youth (R.E.A.D.Y.) teams and increasing the contract by \$224,411 for a new total not-to-exceed amount of \$847,334, financed with First 5 Grant, for the period July 1, 2014 through September 30, 2015.

Board Action: Approved as Recommended

AYES: Susan Gorin, Shirlee Zane, Mike McGuire, and Efren Carrillo.

ABSENT: David Rabbitt.

VOTE: 4-0-1

PERMIT AND RESOURCE MANAGEMENT

35. Adopt a Resolution issuing a roiling permit (Ordinance No. 3836R) for work and necessary permit extensions to the Sonoma Land Trust for the removal of three fish passage barriers on Stuart Creek in Glen Ellen. (4/5 vote required) (First District)

Board Action: Approved as Recommended

AYES: Susan Gorin, Shirlee Zane, Mike McGuire, and Efren Carrillo.

ABSENT: David Rabbitt.

VOTE: 4-0-1

Approved by Resolution No.14-0294

36. Adopt a Resolution issuing a roiling permit (Ordinance No. 3836R) for work and necessary permit extensions to the Del Rio Woods Recreation & Parks District for the Del Rio Woods Summer Dam Spillway Removal. (4/5 vote required) (Fourth District)

Board Action: Approved as Recommended

AYES: Susan Gorin, Shirlee Zane, Mike McGuire, and Efren Carrillo.

ABSENT: David Rabbitt.

VOTE: 4-0-1

Approved by Resolution No.14-0295

REGIONAL PARKS

37. Authorize the Chair to execute a professional service agreement in the amount of \$183,327 with Questa Engineering to prepare the Sonoma Valley Trail Feasibility Study through February 1, 2016. (First District)

Board Action: Approved as Recommended

AYES: Susan Gorin, Shirlee Zane, Mike McGuire, and Efren Carrillo.

ABSENT: David Rabbitt.

VOTE: 4-0-1

CONSENT CALENDAR (Continued)

SHERIFF'S OFFICE

38. Authorize the Sheriff to execute an agreement with Sonoma Raceway for the NHRA races event from July 24, 2014 through July 27, 2014, with estimated revenue of \$94,260.
(Second District)

Board Action: Approved as Recommended

AYES: Susan Gorin, Shirlee Zane, Mike McGuire, and Efren Carrillo.

ABSENT: David Rabbitt.

VOTE: 4-0-1

TRANSPORTATION AND PUBLIC WORKS

39. Adopt an Ordinance establishing a no parking zone on East Napa Street (#5506) at its intersection with Eighth Street East in Sonoma. (Second Reading - Ready for Adoption)
(First District)

Board Action: Approved as Recommended

AYES: Susan Gorin, Shirlee Zane, Mike McGuire, and Efren Carrillo.

ABSENT: David Rabbitt.

VOTE: 4-0-1

Approved by Ordinance 6079

40. Adopt an Ordinance prohibiting parking on Alexander Valley Road (#9902) beginning at the westerly end of the Jim Town Bridge and extending in a westerly direction along the southerly side of the road for a distance of 900 feet (PM 12.46 to PM 12.63). (Second Reading - Ready for Adoption) (Fourth District)

Board Action: Approved as Recommended

AYES: Susan Gorin, Shirlee Zane, Mike McGuire, and Efren Carrillo.

ABSENT: David Rabbitt.

VOTE: 4-0-1

Approved by Ordinance 6080

41. Authorize the Chair to sign an amendment to the agreement with Caltrop Corporation for construction management engineering services for the Porter Creek Road Bridge Project (C00028) in the amount of \$81,591, resulting in a total not to exceed amount of \$850,207 with a term ending June 30, 2016. (First and Fourth Districts)

Board Action: Approved as Recommended

AYES: Susan Gorin, Shirlee Zane, Mike McGuire, and Efren Carrillo.

ABSENT: David Rabbitt.

VOTE: 4-0-1

CONSENT CALENDAR (Continued)

42. Authorize the Chair to sign an agreement with the AT&T Pacific Bell Phone Company, for telephone system and vault cover adjustments from Agua Caliente Road to Boyes Boulevard for the State Route 12 Corridor Improvement Project Phase 2, Stage 2 (C08002). (First District)

Board Action: Approved as Recommended

AYES: Susan Gorin, Shirlee Zane, Mike McGuire, and Efren Carrillo.

ABSENT: David Rabbitt.

VOTE: 4-0-1

43. Authorize the Chair to execute Amendment No. 2 to the amended and restated Solid Waste Collection Franchise agreement by and between the County of Sonoma and Redwood Empire Disposal Sonoma County, Inc. to: (1) pay for expanded dead animal collection services and street sweeping services; and (2) increase the franchise fee from 10% to 11% effective July 1, 2014, in order to be more consistent with other jurisdictions.

Board Action: Approved as Recommended

AYES: Susan Gorin, Shirlee Zane, Mike McGuire, and Efren Carrillo.

ABSENT: David Rabbitt.

VOTE: 4-0-1

MISCELLANEOUS

44. Approve the Minutes for the following:

(A) Meeting of June 10, 2014 for the following: Agricultural Preservation and Open Space District, Community Development Commission, Northern Sonoma County Air Pollution Control District, Russian River County Sanitation District, Sonoma County Water Agency, and Board of Supervisors; and

(B) Meeting of June 16, 2014 and June 17, 2014 for the following: Agricultural Preservation and Open Space District, Community Development Commission, Northern Sonoma County Air Pollution Control District, Occidental County Sanitation District, Russian River County Sanitation District, South Park County Sanitation District, Sonoma County Water Agency, and Board of Supervisors; and

(C) Meeting of June 24, 2014 for the following: Agricultural Preservation and Open Space District, Sonoma County Water Agency, and Board of Supervisors; and

(D) Minutes of the Meeting of June 10, 16 and 17 of the Sonoma Valley County Sanitation District.

Board Action: Approved as Recommended

AYES: Susan Gorin, Shirlee Zane, Mike McGuire, and Efren Carrillo.

ABSENT: David Rabbitt.

VOTE: 4-0-1

CONSENT CALENDAR (Continued)

APPOINTMENTS/REAPPOINTMENTS

(Items 45 through 49)

45. Approve the appointment of Patricia Sabo to the Civil Service Commission for a four year term, beginning on August 1, 2014 and ending on August 1, 2018. (Fourth District)

Board Action: Approved as Recommended

AYES: Susan Gorin, Shirlee Zane, Mike McGuire, and Efren Carrillo.

ABSENT: David Rabbitt.

VOTE: 4-0-1

46. Approve the appointment of Duane D. De Witt to the Bicycle and Pedestrian Committee for a two year term beginning on July 22, 2014 and ending on July 21, 2016. (Fifth District)

Board Action: Approved as Recommended

AYES: Susan Gorin, Shirlee Zane, Mike McGuire, and Efren Carrillo.

ABSENT: David Rabbitt.

VOTE: 4-0-1

47. Approve the appointment of Ana Lugo to the Commission on the Status of Women for a two year term beginning on July 22, 2014 and ending on July 21, 2016. (Fifth District)

Presenters:

Curtis Kendall, OSD Acquisition Assistant

Misti Arias, OSD Staff

Board Action: Approved as Recommended

AYES: Susan Gorin, Shirlee Zane, Mike McGuire, and Efren Carrillo.

ABSENT: David Rabbitt.

VOTE: 4-0-1

48. Approve the appointment of Bonnie G. Lasky to the Advisory Council to the Area Agency on Aging for a two year term beginning on July 22, 2014 and ending on July 22, 2016. (Second District)

Board Action: Approved as Recommended

AYES: Susan Gorin, Shirlee Zane, Mike McGuire, and Efren Carrillo.

ABSENT: David Rabbitt.

VOTE: 4-0-1

49. Approve the reappointment of Faith Ross to the Commission on Human Rights for a two year term beginning on July 22, 2014 and ending on July 22, 2016. (Second District)

Board Action: Approved as Recommended

AYES: Susan Gorin, Shirlee Zane, Mike McGuire, and Efren Carrillo.

ABSENT: David Rabbitt.

VOTE: 4-0-1

IV. REGULAR CALENDAR (Items 50 through 56)

AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT

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

50. Adopt a Resolution of the Board of Directors of the Sonoma County Agricultural Preservation and Open Space District approving a \$102,950 grant to the Sonoma Ecology Center and the City of Sonoma for restoration and development of the Sonoma Garden Park property under the Fiscal Year 2011-12 Matching Grant Program; determining that the project is consistent with the Sonoma County General Plan 2020 and the District's Expenditure Plan; authorizing execution of a matching grant agreement with the Sonoma Ecology Center and City of Sonoma; and directing the filing of a Notice of Exemption in compliance with the California Environmental Quality Act. (First District)

Presenters:

Curtis Kendall, OSD Acquisition Assistant
Misti Arias, OSD Staff

Board Action: Approved as Recommended

AYES: Susan Gorin, Shirlee Zane, Mike McGuire, and Efren Carrillo.

ABSENT: David Rabbitt.

VOTE: 4-0-1

Approved by Resolution No. 14-0296

SHERIFF'S OFFICE

51. Pursuant to Government Code §7522.56 and required findings, certify that appointment of David Bellegarde as Cook Retiree Extra Help is necessary to fill a critically needed position within 180 days of his retirement and approve the hiring date as early as July 23, 2014.

Presenter:

Heidi Keith, Administration Services Director

Board Action: Approved as Recommended

AYES: Susan Gorin, Shirlee Zane, Mike McGuire, and Efren Carrillo.

ABSENT: David Rabbitt.

VOTE: 4-0-1

FIRE AND EMERGENCY SERVICES

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

Presenters:

Chief Terrell, Fire and Emergency Services

Brad Sherwood, Principal Program Specialist Community & Government Affairs

Speaker:

Bob Anderson

REGULAR CALENDAR (Continued)

Item #52 Continued

Board Action: Approved as Recommended

AYES: Susan Gorin, Shirlee Zane, Mike McGuire, and Efren Carrillo.

ABSENT: David Rabbitt.

VOTE: 4-0-1

Approved by Resolution No. 14-0297

SONOMA VALLEY COUNTY SANITATION DISTRICT

(Directors: Gorin, Rabbitt, Rouse, Alternate - McGuire)

53. Agua Caliente Creek Sewer Crossing Replacement Project - Conduct a Public Hearing of Necessity and

- (A) Adopt a Resolution determining that the acquisition of portions of real property rights for the Agua Caliente Creek Sewer Crossing Replacement Project are necessary and authorizing acquisition and condemnation of real property rights necessary for public purposes identified as Maryann C. Walsh for portions of Assessor's Parcel Numbers 056-531-006 and 056-611-009, Eleanor M. Marino for portions of Assessor's Parcel Numbers 056-611-078 and 056-611-079, Clifford and Josephine Pedroni for portions of Assessor's Parcel Numbers 056-611-063, 056-611-064, and 056-611-065, Michael and Kathleen Kelly for portions of Assessor's Parcel Numbers 056-611-018 and 056-611-045, Residuary Trust of the Addiego Family Trust for a portion of Assessor's Parcel Number 056-611-046, Omar Dario Gutierrez for a portion of Assessor's Parcel Number 056-611-047, Stephan and Geertruida Zamlich for a portion of Assessor's Parcel Number 056-611-050, Robert and Jo Ann Duffy for a portion of Assessor's Parcel Number 056-611-052, Darius N. Rogers for portion of Assessor's Parcel Number 056-611-053, George Hunter for a portion of Assessor's Parcel Number 056-611-073, Angelina Lucchese for portions of Assessor's Parcel Numbers 056-611-085, 056-611-086, 056-611-087, and 056-611-088, and from an Unknown Owner for a portion of Old Maple Road, for public purposes for construction of the Sonoma Valley County Sanitation District Agua Caliente Creek Sewer Crossing Replacement Project;
- (B) Direct County Counsel and the General Manager to take all necessary steps in order to obtain said real property rights in connection with the construction, maintenance, and continued operation of the Project. (2/3 vote required) (First District)

Presenters:

Kent Gylfe, Principal Engineer

Kevin Campbell, Supervising Right of Way Agent

Public Hearing Opened: 11:10 a.m.

Public Hearing Closed: 11:11 a.m.

Sonoma Valley County Sanitation District:

AYES: Susan Gorin, Mike McGuire.

ABSENT: Mayor Rouse.

VOTE: 2-0-1

Approved by Resolution No. 14-0298

REGULAR CALENDAR (Continued)

TRANSPORTATION AND PUBLIC WORKS

54. Freestone Water District Financing

- (A) Conduct a hearing pursuant to Proposition 218 majority protest procedures for the Freestone Water District ("District") to determine if there is a majority protest related to specified proposed rate increases for providing water service.
- (B) If no majority protest exists, introduce and consider for adoption, and adopt at the next meeting of the Board, an Ordinance amending Ordinance No. 4025, as amended, of the Board of Supervisors for the Freestone Water District for rate increases needed to fund the additional expenses of the District and water system for the provision of water service, with rates to be effective 30 days after the adoption of the amended ordinance. (4/5 vote required) (Fifth District)

Presenters:

Jason Nutt, Deputy Director
Donna Caldwell, Department Analyst

Public Hearing Opened: 11:34 a.m.

Public Speaker:

Anne Haden

Public Hearing Closed: 11:41 a.m.

This item was continued to the next Board meeting.

Meeting Recessed: 11:45 a.m.

Meeting Reconvened: 11:50 a.m.

COUNTY ADMINISTRATOR

55. Accept the Facilities Ad Hoc Committee Charter/Scope of Work.

Presenter:

Mary E. Booher, CAO Administrative Analyst

Board Action: Approved as Recommended

AYES: Susan Gorin, Shirlee Zane, Mike McGuire, and Efren Carrillo.

ABSENT: David Rabbitt.

VOTE: 4-0-1

REGULAR CALENDAR (Continued)

BOARD OF SUPERVISORS

56. Approve a fee waiver in the amount of \$1864 for special event permits for the Bodega Volunteer Fire Department's Big Event on August 3, 2014. (Fifth District)

Board Action: Approved as Recommended

AYES: Susan Gorin, Shirlee Zane, Mike McGuire, and Efren Carrillo.

ABSENT: David Rabbitt.

VOTE: 4-0-1

The Board adjourned into Closed Session: 12:30 p.m.

V. CLOSED SESSION CALENDAR (Items 57 through 58)

2:05 P.M. Counsel Goldstein reported on Closed Session items #57-58.

57. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel - Existing Litigation - Name of Case: Jessica Greenlief v. Michael Lennox, County of Sonoma, et al, Sonoma County Superior Court 248315 (Govt. Code Section 54956.9(d)(1)).

Board Action: The Board approved a settlement payment in the amount of \$75,000 to the plaintiff by the County to resolve the case. Authorization was given to the risk manager to execute all documents necessary to effectuate the settlement.

AYES: Susan Gorin, Shirlee Zane, Mike McGuire, Efren Carrillo

ABSENT: David Rabbitt

VOTE: 4-0-1

58. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel - Anticipated Litigation (Govt. Code Section 56956.9(d)(4)).

Board Action: The Board approved to bypass the administrative process and proceed directly to code enforcement litigation as to the property (unnamed) in the unincorporated territory of the County of Sonoma, was given to the Permit and Resource Management Department and the Office of County Counsel.

AYES: Susan Gorin, Shirlee Zane, Mike McGuire, Efren Carrillo

ABSENT: David Rabbitt

VOTE: 4-0-1

VI. REGULAR AFTERNOON CALENDAR (Items 59 through 62)

2:05 P.M. - RECONVENE FROM CLOSED SESSION

Supervisors Present: Susan Gorin, Shirlee Zane, Mike McGuire, Efren Carrillo

Staff Present: Veronica Ferguson, County Administrator and Bruce Goldstein, County Counsel

Supervisor Absent: David Rabbitt

59. Report on Closed Session.

2:05 P.M. Counsel Goldstein reported on Closed Session items #57-58. See Section V.

60. PUBLIC COMMENT ON MATTERS NOT LISTED ON THE AGENDA (Comments are restricted to matters within the Board's jurisdiction. The Board will hear public comments at this time for up to thirty minutes. Please be brief and limit your comments to three minutes. Any additional public comments will be heard at the conclusion of the meeting. While members of the public are welcome to address the Board, under the Brown Act, Board members may not deliberate or take action on items not on the agenda, and generally may only listen.)

2:06 P.M. Public Comment Opened

Rachel Lamm
Mary Morrison
Richard Hannan
John Jenkel
Daymon Doss
Gerry La Londe Berg
Laci Moore
Nikki Giovanni-Rogers
Steve Birdlebolgh
Jack Swearengen
Maria de los Angeles
Sonia Romero
Ninfa Wilson
Brian Farrell
Colleen Fernald

2:56 P.M. Public Comment Closed

61. Permit and Resource Management Department: Review and possible action on the following:

- a) Acts and Determinations of Planning Commission/Board of Zoning Adjustments
- b) Acts and Determinations of Design Review Committee
- c) Acts and Determinations of Project Review and Advisory Committee
- d) Administrative Determinations of the Director of Permit and Resource Management

2:55 P.M. No Acts or Determinations were acted on or reviewed.

62. ADJOURNMENTS

2:56 P.M. The Board adjourned the meeting in memory of Greg Hayes, Patricia Mortiz, Raymond Ronsheimer, John James, Bud Chenoweth, and James Skikos. The meeting was adjourned to July 29, 2014 at 8:30 A.M.

Respectfully submitted,

Roxanne Epstein
Chief Deputy Clerk of the Board



County of Sonoma
Agenda Item
Summary Report

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

Agenda Item Number: 34
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: August 19, 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 Doug Lipton to the Agriculture Preservation and Open Space District Advisory Board 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 Agenda Item Summary Report

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

Agenda Item Number: 35
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: August 19, 2014

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor David Rabbitt, 565-2241

Supervisorial District(s):

Countywide

Title: Library Commission Appointment

Recommended Actions:

Appoint Linda Garcia to the Library Commission as the joint County of Sonoma and City of Santa Rosa representative for a four year term ending August 1, 2018.

Executive Summary:

The Sonoma County Library First Amended and Restated Joint Powers Agreement (Amended JPA) and the formation of the new Library Commission went in effect on August 1, 2014. The Amended JPA requires that each jurisdiction have one seat on the newly formed Library Commission, with an additional seat to be shared between the County of Sonoma and City of Santa Rosa. The initial terms of Commission appointments are staggered between two and four year terms so that there will never be full turnover of the Commission at one time. The joint appointment with the City of Santa Rosa is a four-year term.

The appointment process for the joint City/County seat consisted of advertising the vacancy on the County and City of Santa Rosa websites, running ads in the Press Democrat, and making the Board's current five appointees to the Library Commission aware of the opportunity to apply. Following application intake and review, applications were forwarded to the Chair of the Sonoma County Board of Supervisors and the Mayor of the City of Santa Rosa for consideration.

Staff ran two recruitments to fill the vacant joint City/County seat on the Commission in June and July 2014. The second recruitment was conducted because the candidate recommended by the Chair and Mayor from the first recruitment withdrew from the appointment process.

Staff received a total of four applications from interested parties to be considered for the joint City/County seat from both recruitments. On August 4, 2014 the Santa Rosa Mayor and the Chair of the Board discussed joint selection of the candidate to recommend to the Santa Rosa City Council and Board of Supervisors.

Linda Garcia is a retired former Family and Consumer Science Advisor from the University of California Cooperative Extension (UCCE) in Sonoma County. She participated as a Committee member and Chair of California Food and Fibers Initiative, is a graduate of Leadership Santa Rosa Class V, is a past member of the National Extension Leadership Program, Washington, D.C., was an academic Advisor in the UCCE Sonoma County office for over thirty years and was the Department Head for 10 years. Ms. Garcia also serves on the League of Women Voters, is a Committee member of the Latino Health Forum, and is a founding member of the Latino Service Providers. She has extensive working knowledge of budgets, personnel management, cooperating with other County Departments and agencies and has the required experience and qualifications expected of a Library Commissioner.

The Santa Rosa City Council will consider appointment of Ms. Garcia as the joint City/County representative on August 26, 2014.

Prior Board Actions:

7/29/2014 – Board appointed Paul Heavenridge to the Library Commission as the County Representative.

Strategic Plan Alignment Goal 4: Civic Services and Engagement

By making appointments to the Library Commission, community members are able to participate and provide governance for the Sonoma County Library; establish policies; establish and monitor the annual budget and foster the effective use and management of the library.

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):

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:			
Attachment 1 - Application for Linda Garcia Attachment 2 - Vacancy Notices Joint City/County Seat			
Related Items "On File" with the Clerk of the Board:			



County of Sonoma
& LW RI 6 DQMD 5 RVD



Return Completed Application to:
100 Santa Rosa Avenue, Room 10
Santa Rosa, CA 95404
(707) 543-3015
(707) 543-3030 FAX

BOARD/COMMISSION/COMMITTEE OF INTEREST _____

HAVE YOU EVER ATTENDED A MEETING OF THIS BOARD/COMMISSION/COMMITTEE? YES

IF SO, HOW MANY? _____

NAME _____

ADDRESS _____

MAILING ADDRESS _____

HOME PHONE _____ CELL PHONE _____

BUSINESS PHONE _____ EMAIL _____

HOW MANY YEARS HAVE YOU RESIDED IN SONOMA COUNTY? _____

PRESENT OCCUPATION _____

EDUCATION:		
SCHOOL	MAJOR	GRADUATION DATE/DEGREE

COMMUNITY SERVICE EXPERIENCE:		
ORGANIZATION	DATES SERVED	POSITION

OTHER RELEVANT EXPERIENCE/EXPERTISE:

WHAT IS YOUR UNDERSTANDING OF THE ROLE AND RESPONSIBILITY OF THIS BOARD/COMMISSION/COMMITTEE?

WHICH ACTIVITIES OF THIS BOARD/COMMISSION/COMMITTEE INTEREST YOU THE MOST?

WHICH ACTIVITIES INTEREST YOU THE LEAST?

WHAT WOULD BE YOUR GOAL AS A BOARD BOARD/COMMISSION/COMMITTEE MEMBER?

WHAT DO YOU FEEL YOU COULD CONTRIBUTE TO SEE THESE GOALS REALIZED?

USE ADDITIONAL PAPER IF NECESSARY

PLEASE LIST TWO LOCAL REFERENCES AND THEIR PHONE NUMBERS:

Appointees will be required to take an Oath of Office & may be subject to filing an annual Statement of Economic Interest.

SIGNATURE

DATE

Applications will be kept on file for two years. All applications are available to the public.



Linda C. Garcia



Professional Experience

1979- 2008 Family and Consumer Science Advisor University of California Cooperative Extension (UCCE) in Sonoma County.

Administered the Expanded Food Nutrition Education Program (EFNEP) and Food Stamp Nutrition Education Program (FSNEP) in keeping with existing UC policies, procedures and federal program guidelines.

I was responsible for all aspects of these programs, including budget management, report writing, review, personnel management and training.

The nutrition resources of Cooperative Extension were focused on low resource and under-represented groups with the objective of achieving positive behavioral change related to diet and nutrition. I also conducted programs in parenting, food preservation, and food safety.

Food Security I conducted the first Hunger Food Access Study west of the Mississippi in the 1980s. As a result of this project, it was replicated in 14 California Counties and four Western States. I received a research award for this work

Sonoma Select Along with another UCCE Academic Advisor, representatives from other County offices, representatives from the business community such as Clover Stornetta, Andy's Market, and Hewlett Packard, developed Sonoma Select as one of the first buy local programs.

California Food, Fiber and Futures Project (CF3) -member of overall committee and Chair of the Food, Diet and Health Action Team This project was funded by the Kellogg Foundation. The committee solicited and awarded grants throughout California.

1990-1999-Associate County Director (UCCE). Shared responsibility with another Advisor

1998-2008 County Director/Department Head (UCCE)

I was responsible for the University Cooperative Extension Sonoma County Department. I managed the UCCE Sonoma County department, budget and personnel issues while maintaining the policies and procedures of the County of Sonoma and the University of California. Supervised 50 County and UC employees and up to 3000 volunteers.

Vice President of Agriculture Affirmative Action Committee

Served on committee and Chair for 10 years.

Member of Leadership Santa Rosa Class V.

Received Emeritus Status upon retirement in 2008.

Latino Service Providers-Founding member

The Latino Service Providers Sonoma County (LSP-SC) works with community partners to engage, collaborate, and exchange valuable information; to increase awareness of available resources, access to programs and services; to influence public policy, delivery of services, enhance inter-agency communication; and to promote professional development within the Latino population.

The LSP mission is to build a healthier community by serving and strengthening Latino families and children, and reducing disparities related to ethnicity or race within Sonoma County.

Becoming Independent, an organization that serves individuals with physical and/or mental disabilities. Member Board of Directors, President and Past President (1990-2000)

Volunteer experience since retirement in 2008

California Department of Food and Agriculture Specialty Crop Block Grant Program Technical Review Committee 2009-2011. This committee distributed Farm Bill Funds from USDA that came through CDFA to grant recipients. I was a member of the overall committee and chair of the Food Security & Healthy Eating subcommittee.

City of Cotati citizens committee for the hiring of the Cotati Police Chief

Latino Health Forum – I have served for 21 years on the planning committee for this important Health Conference. This is an annual event that brings together local, national, and international experts to discuss Latino health issues and relevant problems facing the Latino population in Sonoma County. It also encourages students and individuals to pursue careers in health and healthcare. Over 350 health care professionals and students attended last year.

League of Women Voters (LWV) Sonoma County-Voter Service Committee Chair
2011-2014

I was completely responsible for all aspects of 30 political candidate forums ranging from local fire districts, City Council, County Supervisors, to Congressman Huffman's only candidate forum in Sonoma County. I recruited LWV volunteers to staff and create questions for candidates. I also confirmed candidate participation, secured forum sites, media and public relations. Some of these forums were presented with other non-profit organizations such as citizen water use groups, Association of University Women (AAUW), and City Chambers of Commerce.

PROOF OF PUBLICATION

(2015.5 C.C.P.)

STATE OF CALIFORNIA

County of Sonoma

I am a citizen of the United States and a resident of the county aforesaid: I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer of The Press Democrat, a newspaper of general circulation, printed and published DAILY IN THE City of Santa Rosa, County of Sonoma; and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Sonoma, State of California, under the date of November 29, 1951, Case number 34831, that the notice, of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates to wit:

The Press Democrat - Legal Notices
6/1 1x, s6/8 1x - 06/08/2014

I certify (or declare) under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct.

Dated at Santa Rosa, California, on

06/08/2014

Roxanne Nesson

SIGNATURE

RECEIVED

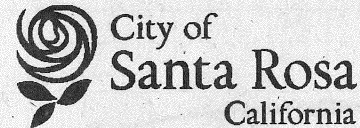
JUN 12 2014

BOARD OF SUPERVISORS
COUNTY OF SONOMA

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Proof of Publication of

PUBLIC NOTICE PUBLIC NOTICE



**VACANCY NOTICE FOR
JOINT APPOINTMENT TO THE
SONOMA COUNTY LIBRARY COMMISSION**

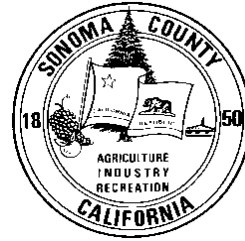
The Santa Rosa City Council and Sonoma County Board of Supervisors are seeking applications from interested citizens to volunteer for appointment to the Sonoma County Library Commission. The Sonoma County Library is a Joint Powers Agency created through an agreement between the County of Sonoma and the cities of Cloverdale, Cotati, Healdsburg, Petaluma, Rohnert Park, Santa Rosa, Sebastopol, Sonoma, and Windsor. The appointee will fill a vacant position as the joint City of Santa Rosa/County of Sonoma representative for a four-year term.

The Library Commission has full responsibility for the library's policy and mission setting and financial governance. The Library Commission's role in overseeing the effective management of the library is very important—the Library has a budget of over \$15 million, operates 11 library facilities and two rural stations, and has a staff of approximately 155 people.

Because of the level of responsibility, the Library Commission requires a strong mix of backgrounds and expertise among its members. Commissioners with expertise in areas such as finance, marketing, and business are preferred. Members should, of course, have a demonstrated interest in and knowledge of the Library, preferably having served as an active member of the Library Advisory Board, Friends of the Libraries, or the Sonoma County Public Library Foundation.

The Commission holds regular meetings on the first Monday of each month at 6:30 p.m. Meetings may run up to five hours in length and will require at least two hours of preparation. Regular meetings are usually held at Santa Rosa City Hall, Council Chamber, 100 Santa Rosa Avenue, Santa Rosa, but may also be held at any of the library branches. In addition, the Commission holds two daytime budget workshops during the first quarter of the calendar year and may hold special meetings as needed.

This is a volunteer appointment. Applicants must be residents of Sonoma County. Applications are due in the Santa Rosa City Clerk's Office by 5:30 p.m. on Monday, June 9, 2014. For an application and job description, please contact the Santa Rosa City Clerk's Office at (707) 543-3015 or swilliams@srcity.org, or visit the City's website at www.srcity.org/boards.



VACANCY NOTICE FOR JOINT APPOINTMENT TO THE SONOMA COUNTY LIBRARY COMMISSION

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County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 36
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: August 19, 2014

Vote Requirement: No Vote Required

Department or Agency Name(s): County Administrator

Staff Name and Phone Number:

Veronica Ferguson

Supervisorial District(s):

All

Title: Agricultural Preservation and Open Space District Management Review

Recommended Actions:

Receive presentation of the Agricultural Preservation and Open Space District Management Review.

Executive Summary:

High performing organizations periodically assess operations and practices to identify areas for improvement. Management reviews typically include analysis of efficiency and quality of service, adherence to established standards and regulations, achievements, and opportunities for growth and service enhancements.

The County Administrator, on behalf of the Board of Supervisors, periodically selects a department or functional area to undergo a comprehensive or targeted management review. Appropriations are included annually in the Non-Departmental budget for this type of study. In FY 13-14, the County Administrator selected the Agricultural Preservation and Open Space District (District) for such a review based on a variety of factors.

Measure F, passed by voters in 2006, included changes to the District's fiscal oversight, and to the District's expenditure plan (especially related to operations and maintenance for recreational properties). Along with these structural changes, the fiscal challenges of the past several years has created a condition where lands purchased in fee by the District intended for transfer to other agencies have been held longer than originally planned, impacting the District's workload, budget, and long-range acquisition and stewardship activities. The economic environment has also made it more critical than ever for the District to optimally leverage partnerships and outside funding in support of its mission, by employing best management practices.

On December 10, 2013, your Board approved a contract with Moss Adams, LLP (consultant) to

conduct the management review. The primary goal of the management review was to have a comprehensive report that evaluates the current structure and operation of the District, and identify operational and system efficiencies that will allow for more effective administration of the District in order to strive to fully meet the intent of the authorizing ballot measures, and that provides recommendations, including a draft work plan with actions, timelines, and costs and savings (one-time and on-going) for continuing areas of success and implementing changes in areas where opportunities for improvement exist. The primary areas of review included: The District's progress in meeting the objectives articulated in Measure F (including the 2006 Expenditure Plan) and subsequent Board policy direction; and Current operations in comparison to other high-performing land conservation organizations, using comparative benchmarks as applicable.

To carry out this work, the consultant conducted numerous interviews, an extensive document review and analysis, literature review in organizational best practices, carried out process studies (i.e. "desk audits"), financial analysis, and other necessary data collection and analysis. The consultant produced a comprehensive report (Attached). The consultant found that over the past several years, the District has: Strengthened its management and organizational structure; enhanced communication and collaboration; developed sound policies, procedures, processes; and improved morale. The consultant also found that Staff are mission-driven, highly qualified, and committed to the District's success; stakeholder organizations recognize the District as a valued and highly collaborative partner that is a significant contributor to regional initiatives; and that many of the strategies contained in the District's Work Plan correlate with recommendations provided in the management review report.

The report contains many detailed findings and recommendations, which generally fall under the following summary areas:

- Perform comprehensive, integrated planning to clearly define budget and resource allocation.
- Initiate long-range transition planning to forecast how District resource requirements will need to change over time.
- Provide regular performance reporting to demonstrate transparency and good stewardship of tax-payer dollars.
- Conduct more effective outreach to enhance public awareness and understanding of District activities and accomplishments.
- Increase stewardship resourcing to ensure the District meets its easement monitoring and enforcement obligations.
- Conduct a workshop on the efficiency and effectiveness of conservation easements as a land conservation tool to protect Sonoma County's unique landscapes.
- Implement resource development and career planning to retain key employees and develop future leaders.
- Continue to leverage grant funding, and more effectively communicate District success in leveraging grant funding.

District management generally agrees with the entirety of the management review report, and

has provided a response to the report (Attached). Upon your Board's receipt of the report, the District will integrate the report's findings into its work plan for implementation. Status reports on implementation will be referenced as appropriate as the District continues to implement its work plan.

Prior Board Actions:

The County Administrator routinely performs management reviews to help continually improve public services and financial stewardship. December 2013, Board approved Moss Adams, LLP Contract to conduct this management review.

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	\$	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:

Moss Adams LLP Report

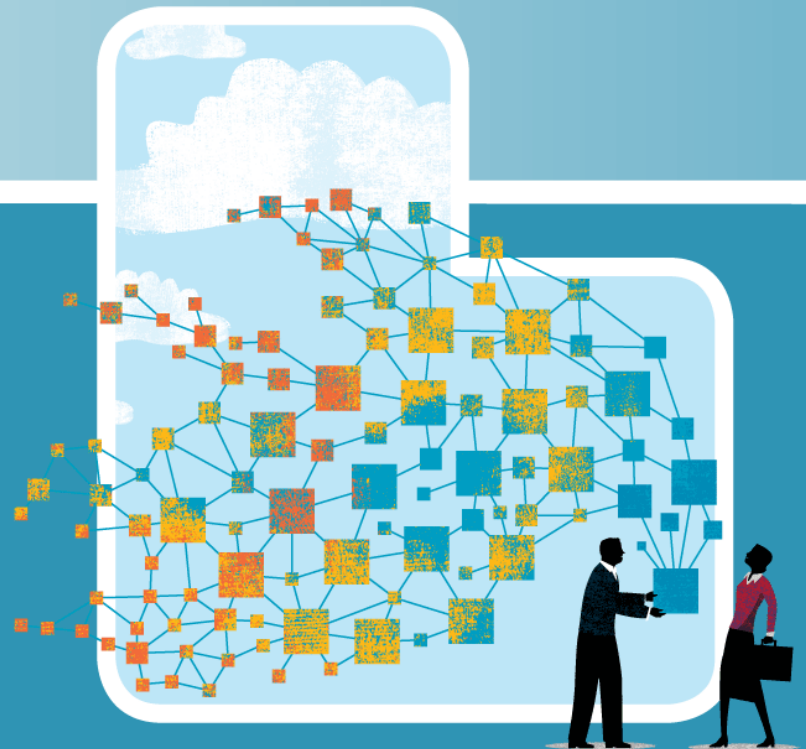
Management Response
Related Items “On File” with the Clerk of the Board:

SONOMA COUNTY APOSD

Management Review

Final Report

June 16, 2014



MOSS-ADAMS LLP
Certified Public Accountants | Business Consultants

Acumen. Agility. Answers.

OVERVIEW

- Introduction
- Summary of Results
- Findings and Recommendations



Introduction

STUDY PURPOSE

- The primary goal of the management review is to have a comprehensive report that evaluates the current structure and operation of the County's APOSD. Sonoma County would like to identify operational and system efficiencies that will allow for more effective administration of the District in order to strive to fully meet the intent of the authorizing ballot measures.

STUDY PURPOSE

1. Evaluate the District's progress in meeting the objectives articulated in the 2006 Measure F, including the 2006 Expenditure Plan. The assessment should consider:
 - A. The allocation of District budget and staff resources.
 - B. The use of contractors compared to staff for services such as public outings, property appraisals, resource assessments, property management.
 - C. Efficient planning for fee properties to be transferred to other stakeholders.
 - D. Maximizing the use of existing structure of the District's Fiscal Oversight Commission, and District's Advisory Committee.

STUDY PURPOSE

2. Evaluate the current structure and operations of the District in comparison to other high-performing land conservation organizations, using comparative benchmarks as applicable. This evaluation should include, but not be limited to, distribution of work among staff, optimal staffing levels, productivity and effectiveness, management/staff communications, management and organizational structure including spans of control, staff morale, administrative/fiscal/HR processes and procedures, performance measures, and succession planning.

STUDY METHODOLOGY

- Interviews – conducted interviews with all Board Supervisors, numerous external stakeholders, and all District personnel
- Documents – reviewed a wide range of relevant documents provided by the District, including Measure F, the 2006 Expenditure Plan, and District plans, policies, procedures, grants, organizational charts, job descriptions, easements, contracts, etc.
- Analysis – evaluated efficiency and effectiveness of District processes against District commitments and industry best practices, and utilized benchmarking to assess the core District activities of acquisition (easements), stewardship, and communications
- Deliverables – prepared draft and final reports and presented the final report to the Board of Supervisors

EXTERNAL STAKEHOLDER INTERVIEWS

- Sonoma County Residents, Property Owners, Visitors and Public
- Sonoma County Board of Supervisors/APOSD Board of Directors
- APOSD Fiscal Oversight Commission
- APOSD Advisory Commission
- Sonoma County Regional Parks
- Sonoma County Water Agency
- Sonoma County Transportation Authority
- Sonoma Land Trust
- Sonoma County Farm Bureau
- Gold Ridge Resource Conservation District
- Bay Area Ridge Trail Council
- City of Sonoma
- Sonoma County Agricultural Commissioner



Summary of Results

COMMENDATIONS

- Over the past several years, the District has:
 - Strengthened its management and organizational structure;
 - Enhanced communication and collaboration;
 - Developed policies, procedures, processes; and
 - Improved morale.
- Staff are mission-driven, highly qualified, and committed to the District's success.
- Stakeholder organizations recognize the District as a valued and highly collaborative partner that is a significant contributor to regional initiatives.
- Many of the strategies contained in the District's Work Plan correlate with recommendations provided in this report.

PRIMARY IMPROVEMENT OPPORTUNITIES

- Perform comprehensive, integrated planning to clearly define budget and resource allocation.
- Initiate long-range transition planning to forecast how District resource requirements will need to change over time.
- Provide regular performance reporting to demonstrate transparency and good stewardship of tax-payer dollars.
- Conduct more effective outreach to enhance public awareness and understanding of District activities and accomplishments.
- Increase stewardship resourcing to ensure the District meets its easement monitoring and enforcement obligations.

PRIMARY IMPROVEMENT OPPORTUNITIES

- Conduct a workshop on the efficiency and effectiveness of conservation easements as a land conservation tool to protect Sonoma County's unique landscapes.
- Implement resource development and career planning to retain key employees and develop future leaders.
- Continue to leverage grant funding, and more effectively communicate District success in leveraging grant funding.

RESPONSE SUMMARY 1.A

Study Purpose: 1.a Evaluate the District's progress in meeting the objectives articulated in the 2006 Measure F, including the 2006 Expenditure Plan *considering the allocation of District budget and staff resources*.

Findings: The 2006 Expenditure Plan does not provide sufficient detail to support comparison of actual versus planned District expenditures. The District has developed multiple planning documents to guide expenditures; however, inconsistent terminology within the planning documents also impedes the ability to effectively track progress. Additionally, confusion remains regarding the interpretation, implementation, and priority of public access as the term is used within the 2006 Measure F. Prior to FY 12, the District also did not have a detailed work plan. Consequently, there was no plan against which to compare progress. The current work plan, adopted in 2011 for FY 12-13 through FY 14-15, presents the District's planned scope of work for the three year period; however, it does not specify in which years work will occur.

RESPONSE SUMMARY 1.A

Findings (continued): Although, the District is developing performance measures, at this time there is a lack of a comprehensive set of operational and programmatic performance measures. For these reasons, it is difficult to determine the District's progress in meeting many of the objectives of the 2006 Measure F. However, we were able to determine that the District is unable to meet goals for easement monitoring and enforcement. Finally, the District is not comprehensively or regularly communicating its priorities, outputs, and outcomes to its Board of Directors, stakeholders, or the public.

RESPONSE SUMMARY 1.A

	Recommendations	Priority	Cost
M&O-4	Allocate additional resources to the Stewardship Program for easement monitoring and enforcement.	H	M
E-1	Develop a standard report to the Board of Directors that highlights key performance measures and progress regarding strategic District activities.	H	L
P&P-2	Convert the District's 3-year work plan into annually updated District-wide business plans to facilitate annual comparison of plan versus actual activity.	H	
P&P-3	Adopt consistent terminology throughout all key documents.	H	

Legend: Management & Organization (M&O), Governance (G), Engagement (E), Planning and Performance (P&P)

RESPONSE SUMMARY 1.A

	Recommendations	Priority	Cost
P&P-4	Develop meaningful performance measures, and use them to report District progress towards achieving its goals.	H	L
P&P-6	Seek opportunities to increase understanding of the definition of achievement of public access as it relates to execution of the Expenditure Plan.	M	
P&P-11	Ensure future Expenditure Plans provide sufficient detail to guide expenditures and support accountability.	M	

Legend: Management & Organization (M&O), Governance (G), Engagement (E), Planning and Performance (P&P)

RESPONSE SUMMARY 1.B

Study Purpose: 1.b Evaluate the District's progress in meeting the objectives articulated in the 2006 Measure F, including the 2006 Expenditure Plan *considering the use of contractors compared to staff*.

Findings: The District uses contractors for multiple services that are funded by Measure and grant funding. Contractors are used for services ranging from rangeland and grazing management to property mapping services to the provision of public outings on District land. All of the contracts we sampled adhere to State law and County procurement policies and procedures, and, when required, were approved by the Board of Directors. At the same time, some overall improvements could be made to the District's contracting practices to more consistently adhere to best practices and improve transparency. The District relies on County Counsel to address its legal needs. While the District and County Counsel enjoy a productive working relationship, they have not established a service level agreement with a documented, reliable process for tracking related turnaround times. Additionally, while the District is developing a more centralized approach to support its grant applications, it could also better communicate its success leveraging grant funding.

RESPONSE SUMMARY 1.B

	Recommendations	Priority	Cost
M&O-6	Establish a service level agreement (SLA) between County Counsel and the District.	H	
M&O-7	Require contracting activities to be reviewed with the Administrative and Fiscal Services Manager before soliciting services to maximize consistency across procurements, minimize risks, and adhere to best practices.	M	
P&P-9	Incorporate clear statistics regarding the District’s use of grant funding into regular performance reporting.	H	
P&P-10	Continue executing plans to provide centralized, flexible support and information dissemination by Conservation Planning Program in support of the District’s overall grant application and acquisition efforts.	H	

Legend: Management & Organization (M&O), Governance (G), Engagement (E), Planning and Performance (P&P)

RESPONSE SUMMARY 1.C

Study Purpose: 1.c Evaluate the District's progress in meeting the objectives articulated in the 2006 Measure F, including the 2006 Expenditure Plan *considering efficient planning for fee properties to be transferred to other stakeholders.*

Findings: Numerous District planning documents exist, some of which address fee land transfers; however, they do not convey cohesive messaging, work plans, and timelines, nor do they address anticipated, significant future organizational and business model shifts. While the District has a robust and well-documented process for placing easements on privately-held land, it is still fine tuning its fee land easement and transfer process. Based on data analysis, the overall number of provisions within District easements on fee land for transfer for recreational purposes have notably increased since 2010.

RESPONSE SUMMARY 1.C

	Recommendations	Priority	Cost
P&P-1	Adopt and implement an integrated, hierarchical planning framework.	H	L
P&P-5	Begin incorporating long-term transition planning into the District's strategic plan.	M	
P&P-7	Finalize development of fee land transfer procedures.	H	
P&P-8	The Board of Directors should direct District staff to conduct a workshop on the efficiency and effectiveness of conservation easements as a land conservation tool to protect Sonoma County's unique landscapes.	H	

Legend: Management & Organization (M&O), Governance (G), Engagement (E), Planning and Performance (P&P)

RESPONSE SUMMARY 1.D

Study Purpose: 1.d Evaluate the District's progress in meeting the objectives articulated in the 2006 Measure F, including the 2006 Expenditure Plan *considering maximizing the use of existing structure of the District's FOC and Advisory Committee.*

Findings: The structure of the District's FOC and Advisory Committee generally meet best practices for governance. While the 2010 Resolution clarified the role of the FOC, interaction between the FOC and District sometimes reflects lingering confusion regarding the transition of some roles and responsibilities. Additionally, while members of the FOC file annual economic interest statements and participate in ethics training (AB1234), the FOC lacks a code of ethics or conduct.

RESPONSE SUMMARY 1.D

	Recommendations	Priority	Cost
G-1	The Board of Directors should direct District staff to conduct a workshop to clarify the role of the FOC.	M	
G-2	Develop and adopt a Code of Conduct for the FOC.	L	

Legend: Management & Organization (M&O), Governance (G), Engagement (E), Planning and Performance (P&P)

RESPONSE SUMMARY 2

Study Purpose: 2. Evaluate the current structure and operations of the District in comparison to other high-performing land conservation organizations, using comparative benchmarks as applicable.

Findings: Span of control for management to staff within the District is reasonable and within best practices. The District's classification and compensation structure is outdated, because it has been 15 years since the District last completed a classification and compensation study. The District has not developed a succession plan, and limited opportunities for advancement could result in undesired turnover. In addition, a lack of clarity regarding District priorities could diminish cohesiveness across functions. Finally, the District's online presence is underdeveloped and does not fully address its public outreach needs.

RESPONSE SUMMARY 2

	Recommendations	Priority	Cost
M&O-1	Conduct a classification and compensation study within the constraints of existing County classification, compensation, and employee relations policies and procedures.	M	M
M&O-2	Plan for succession of key positions through employee development initiatives, clear communication of performance expectations, and establishment of career paths.	M	L
M&O-3	Continue to monitor organizational span of control.	L	

Legend: Management & Organization (M&O), Governance (G), Engagement (E), Planning and Performance (P&P)

RESPONSE SUMMARY 2

	Recommendations	Priority	Cost
M&O-5	Define and communicate District priorities clearly and regularly to all managers and staff.	H	
E-2	Develop an outreach strategy that is targeted to the District’s various audiences, maximizes online tools, and provides timely, relevant information.	H	L

Legend: Management & Organization (M&O), Governance (G), Engagement (E), Planning and Performance (P&P)



Findings and Recommendations

CATEGORIES

- Management & Organization
- Governance
- Engagement
- Planning and Performance

MANAGEMENT & ORGANIZATION – 1

Finding:

- ***The District's classification and compensation structure is outdated.*** It has been 15 years since the District completed a classification and compensation study. Without accurately assigned and clearly defined classification and compensation, District positions may not be appropriately or equitably assigned to positions. Additionally, some current District positions lack hierarchy to allow for promotion opportunities. Without appropriate classification and compensation, the District may find it difficult to effectively recruit, manage, and retain its workforce.

MANAGEMENT & ORGANIZATION – 1

Recommendation:

- ***Conduct a classification and compensation study within the constraints of existing County classification, compensation, and employee relations policies and procedures.*** The District should undertake a classification and compensation study as soon as possible. The study should include positions in all functions, including management, acquisitions, stewardship, and administrative and fiscal services. Analysis of compensation and benefits should be revisited regularly to ensure internal consistency and external competitiveness. The results will position the District to operate with accurate information and, in turn, more effectively recruit, manage, and retain its workforce.

MANAGEMENT & ORGANIZATION – 2

Finding:

- ***A lack of opportunities for advancement could contribute to undesired turnover in the District.*** Between 2010 and 2013, average turnover at the District was 13%, resulting in 13 total vacancies. Over that time, 10 of 11 open positions were filled by external candidates. District management is committed to hiring the best candidate for each open position, whether internal or external. While the District follows County Human Resources hiring policies and procedures, there is a perception among staff that promotional opportunities may not have always been available to them.

MANAGEMENT & ORGANIZATION – 2

Finding (continued):

- Some lack of promotions may be due to staff being hired at the highest tier for a position or a lack of hierarchy within the organization. This environment places the District at risk of losing high-performing employees. By not developing and preparing staff for promotion the District is also at risk of reduced employee retention and morale, as well as a loss of institutional knowledge that can result from unplanned turnover.
- The perception of promotions not being available may be due, in part, to the shift around 2008 from internal to mainly external recruitment. Management may not have clearly communicated this shift in practice to staff.

MANAGEMENT & ORGANIZATION – 2

Recommendation:

- ***Plan for succession of key positions through employee development initiatives, clear communication of performance expectations, and establishment of career paths.*** To retain employees and develop future leaders, the District should prioritize development of the technical, leadership, and management skills of current employees. Career paths within the District's hierarchy should be established, with clearly articulated and accessible performance expectations and qualification requirements for each position. In addition, the District should work with the County's Human Resources Department to ensure compensation for District positions is competitive with the marketplace.

MANAGEMENT & ORGANIZATION – 2

Recommendation (continued):

- The District should develop succession strategies for all positions. This will require efforts to institutionalize the knowledge of key staff and document processes and procedures. The District should provide technical and leadership training to help employees develop the skills required to move up within the organization. The District should also forecast potential future retirements.
- District management should clearly communicate any changes in management practices that may affect how it hires, promotes, or evaluates performance.

MANAGEMENT & ORGANIZATION – 3

Finding:

- ***Span of control for management to staff is reasonable.*** During the last few years, the District has added more structure to its organization, while eliminating unnecessary management and supervisory layers. For example, the Deputy General Manager position was eliminated. The span of control for both the General Manager-to-managers and for managers-to-staff is reasonable. Maintaining an appropriate span of control allows an organization to function both efficiently and cost effectively.

MANAGEMENT & ORGANIZATION – 3

Recommendation:

- ***Continue to monitor organizational span of control.*** As long as overall District responsibilities and resource requirements do not significantly change, the District should be well positioned to maintain reasonable spans of control throughout the organization.

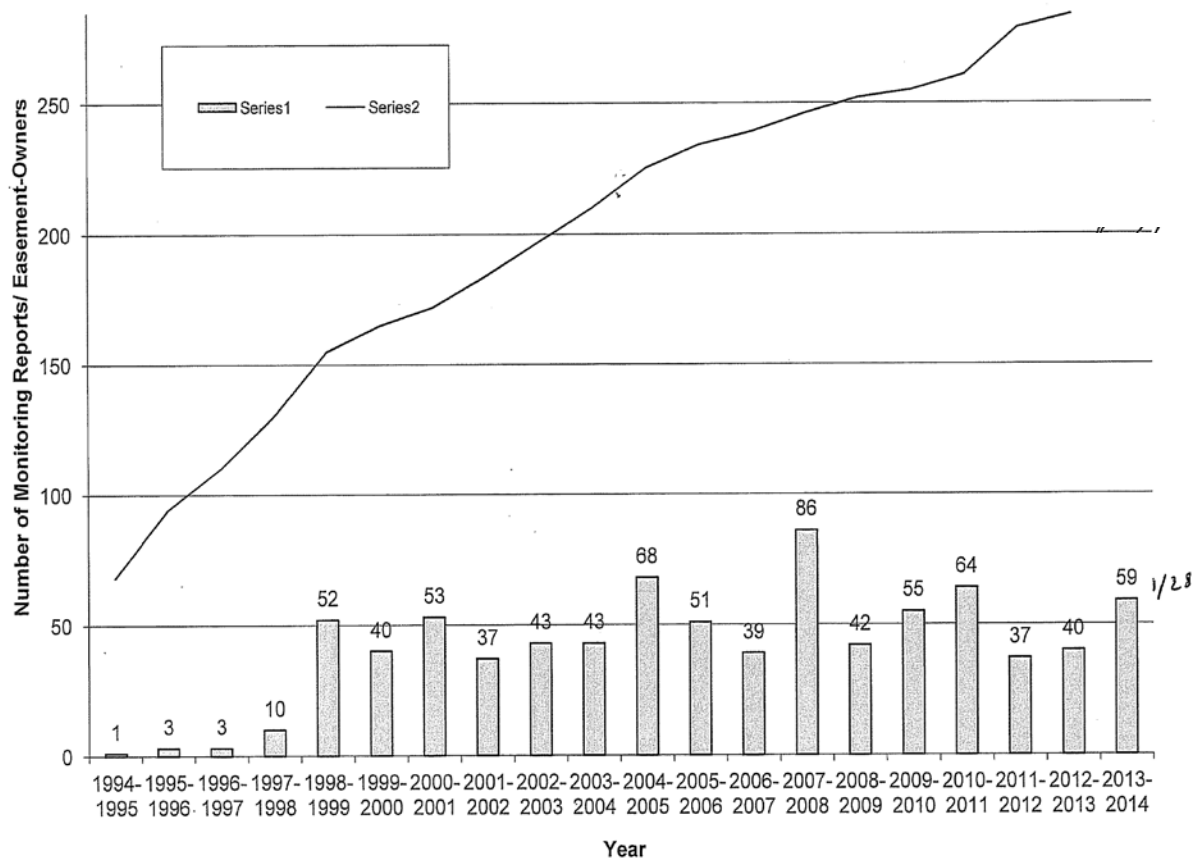
MANAGEMENT & ORGANIZATION – 4

Finding:

- ***The District is unable to meet its goals for easement monitoring and enforcement.*** According to the Land Trust Alliance's Standards and Practices, easement properties should be monitored at least once per year. The District currently has 300 easement units. Although the Stewardship Program is currently trying to increase efficiency and reduce report preparation time through technological improvements, the District is only able to monitor 65 to 69 easements per year (see the subsequent slide). The Stewardship Program is currently staffed with three full-time equivalent (FTE) positions who could monitor easements (1 Coordinator and 2 Technicians), with only one FTE dedicated to monitoring easements.

MANAGEMENT & ORGANIZATION – 4

SCAPOSD Annual Easement Monitoring



MANAGEMENT & ORGANIZATION – 4

Finding (continued):

- Even if all three FTEs were dedicated to easement monitoring, the District would only be able to monitor approximately 207 properties per year, or 69 percent of its 300 easement properties, based on the high end of the current production range per FTE.
- The District is proposing to hire an additional technician devoted to easements for FY 14-15. The District would also like to add another planner that could do both fee and easement work. The District recognizes that, over time, Stewardship Program staff will need to transition to primarily easement work, with some limited fee property responsibilities. The District is developing a volunteer easement monitoring program, and volunteers should be able to sign up via the District website by the end of May 2014.

MANAGEMENT & ORGANIZATION – 4

Finding (continued):

- The Land Trust of Napa County dedicates 1.25 FTEs to easement monitoring and also utilizes about 35 volunteers to assist in monitoring work. On average, the Land Trust of Napa County reports that it monitors 124 conservation easements per year on approximately 22,000 acres.
- Marin Agricultural Land Trust (MALT) has two FTEs that work on monitoring; however, neither employee focuses exclusively on monitoring. The Midpeninsula Open Space District dedicates two FTEs to monitoring. We did not receive a response to our requests for easements/acres monitored per year from either MALT or the Midpeninsula Open Space District.

MANAGEMENT & ORGANIZATION – 4

Finding (continued):

- The Sonoma Land Trust has a robust volunteer program. Information on their website indicates: “Working in teams of three, our Conservation Monitors visit over 40 protected properties each year. Collectively, our monitors visit more than 10,000 acres of protected land each year, hiking, taking photos, completing reports, and identifying issues of concern for our stewardship department. The minimum time commitment is two field trips per year, plus two training days. Training for new monitors is held every year in October.”

MANAGEMENT & ORGANIZATION – 4

Finding (continued):

- Without the ability to adequately monitor and enforce its easements, the District may risk its reputation and legal standing. According to the Land Trust Alliance, “If a land trust fails to meet its basic stewardship obligations, the consequences can be disastrous for the organization and the land trust community. For example, insufficient monitoring, or a lack of it entirely, can jeopardize the land trust’s legal ability to enforce a conservation easement. Without a track record of consistent monitoring, other landowners may decline to move forward with easement conveyances.”

MANAGEMENT & ORGANIZATION – 4

Finding (continued):

- “Additionally, other land trust supporters may develop concerns about the organization’s ability to operate in the public benefit. Over the long term, such a situation will damage the land trust’s working relationships with current easement owners, their neighbors, and community members who may no longer support or work with the land trust to fulfill its missions and goals.”
- The District forecasts a portfolio of 500 easement units by 2031, indicating that easement monitoring and enforcement is both an immediate and long-term challenge.

MANAGEMENT & ORGANIZATION – 4

Recommendation:

- ***Allocate additional resources to the Stewardship Program for easement monitoring and enforcement.*** In order to meet best practices for easement monitoring, the District should dedicate additional resources to its Stewardship Program and expedite the use of technology for in-field monitoring. Additional resources should include at least one additional full-time equivalent position and a core group of volunteers. Santa Rosa Junior College may be a good source for volunteers given the College's focus on stewardship and sustainability. This type of approach will enable the District to significantly increase easement monitoring and enforcement in a cost effective manner.

MANAGEMENT & ORGANIZATION – 4

Recommendation (continued):

- In 2004, the Land Trust Alliance estimated that one FTE could monitor 60 to 100 easements per year. While the spread of this estimate is wide, the District's current estimate of 65 to 69 easements per year is on the low end. By increasing its use of technology both in the field and within the office, as well as its management of a volunteer core, the District should be able to increase its ability to monitor more easement properties per year per FTE. To ensure that resources are being allocated effectively, District management should develop performance measures to track progress (e.g., easements monitored per FTE per year and average time spent per easement monitored) and leverage the monitoring data it is already collecting.

MANAGEMENT & ORGANIZATION – 5

Finding:

- ***District priorities are not completely clear to staff.*** District staff report a lack of clarity about the District's priorities due, in part, to the broad language in the Measure and Expenditure Plan, allowing for a range of interpretations, as well as the existence of multiple planning documents with various program goals and activity definitions. As a result, the District may not be operating as cohesively as possible across functions.

MANAGEMENT & ORGANIZATION – 5

Recommendation:

- ***Define and communicate District priorities clearly and regularly to all managers and staff.*** District management should form a cross-functional working group of both management and staff to identify and discuss the current areas of confusion relating to strategic priorities, goals, initiatives, and relevant definitions. The feedback from this working group should serve as an input to the planning process referenced in Planning and Performance recommendations #1 and #2.

MANAGEMENT & ORGANIZATION – 5

Recommendation (continued):

- Additionally, the District should incorporate a focus on performance reporting into its meeting rhythm. An effective performance-focused meeting rhythm has the following components:
 - Annually: strategic plan update and dissemination
 - Quarterly: strategic plan progress reporting
 - Monthly: reporting on key performance measures
 - Weekly: activity planning based on performance

MANAGEMENT & ORGANIZATION – 6

Finding:

- ***The District does not have a service level agreement with County Counsel or a reliable process for tracking related turnaround times.*** The District relies on County Counsel for its legal needs. However, there is not a formal service level agreement that clearly defines how legal services will be provided and how legal resources will be allocated to the District. Due to County Counsel's other numerous responsibilities, the District's legal needs cannot always be top priority. As a result, deliverables are sometimes delayed.

MANAGEMENT & ORGANIZATION – 6

Finding (continued):

- The County maintains a log of legal services requests, including the date services are requested, needed, and delivered. However, the majority of the log does not have delivery dates entered. Delays in legal services can affect project outcomes, and have potential impacts to District interactions with the public, landowners and stakeholders.

MANAGEMENT & ORGANIZATION – 6

Recommendation:

- ***Establish a service level agreement (SLA) between County Counsel and the District.*** The SLA should define in a detailed manner how the District's needs will be met by County Counsel. For instance, the SLA should define service levels, resourcing strategies, and turn-around times, based on a priority designation for each type of request. In addition, the SLA should specify the process the District should use to submit requests to and receive work products from County Counsel. Outcomes, including delivery dates, should be tracked by the District to ensure services are satisfactory.

MANAGEMENT & ORGANIZATION – 6

Recommendation (continued):

- Given the significant impact that County Counsel can have on the District's day-to-day activities and the many other duties that County Counsel has outside of the District, a SLA will allow both parties to have clear expectations and work together as efficiently and effectively as possible.
- County Counsel and the District should work together to determine an appropriate resourcing strategy (e.g., use of County and non-County resources). The SLA should be extended to any non-County legal service providers engaged by County Counsel or the District.

MANAGEMENT & ORGANIZATION – 7

Finding:

- ***While a sample of the District’s active contracts all adhered to State law and County policies and procedures, some overall improvements could be made to contracting practices.*** We examined a risk-based sample of 15 of the District’s contracts from a list of active contracts provided by the District. These 15 contracts represented a sample of 26 percent of the District’s active contracts based on total contract amounts and 60 percent of the District’s total amendment amounts.

MANAGEMENT & ORGANIZATION – 7

Finding (continued):

- We reviewed hard copy documentation for each contract, including the original agreement, addendums, invoice and financial documentation, and Board of Director records. We analyzed the total contract term, including addendums.
- While the District's active contracts were found to be in compliance with State law and County policy, there are several best practices recommended by County Counsel and the County Purchasing Division that the District should more strictly enforce. These best practices have been presented in prior trainings to District Administrative and Fiscal Services staff who subsequently trained remaining District staff during monthly meetings.

MANAGEMENT & ORGANIZATION – 7

Selection of Contracting Best Practice Recommendations from County Counsel and Purchasing Division Trainings

Amendments	Term	Scope of Work/Services
<ul style="list-style-type: none">• Should only be made necessary when unanticipated circumstances arise. Should not be a tool for re-establishing expired agreements.• Execute a new agreement, rather than an amendment if the underlying contract is more than 3 years old or otherwise “stale”.• Avoid more than 3 stand alone amendments. Is work truly “additional” or is work consultant was responsible for under the original scope of work?• You can rely on an RFP for up to a year, if: it includes a notice that proposals are binding for a year; or it includes a notice that the District may award multiple contracts.	<ul style="list-style-type: none">• Term and the time period with in the scope of work should align.• Work should not begin prior to contract execution.	<ul style="list-style-type: none">• Considered the heart of the agreement.• Area where most disputes occur.• Only basis to compel performance.• Never just one or two sentences when creating a scope of work/services. Be very specific and detailed.• Use caution when including consultant’s scope of work as the scope of work verbatim within contract. Consultant does not necessarily share District’s interest in an enforceable scope of work.

MANAGEMENT & ORGANIZATION – 7

Finding (continued):

- Many District contracts had more than three amendments with terms extending beyond three years. There are some circumstances that explain the rationale for contract terms extending beyond three years and multiple amendments, such as matching grant requirements or lack of competition. For example, a contract for rangeland and grazing management only had one response to an RFP issued in 2010. The contractor provided high-quality service to the District, and upon expiration of the contract in 2012, no other qualified vendors had moved into the area. For that reason, and after receiving approval from the Board of Directors, the District amended and extended the contract beyond a total three-year term.

MANAGEMENT & ORGANIZATION – 7

Finding (continued):

- In other instances, pursuing a new agreement with an RFP would have been more transparent than using multiple amendments to both extend contract terms and increase contract amounts. With approval by the Board of Directors, the District extended the term and amount of its contracts with providers of public outings multiple times. By not issuing an RFP for four to six years (depending on the contract), the District may give the appearance of not providing all interested vendors a competitive chance to work with the District. Being locked into long-term agreements with one vendor may make it more difficult for the District to receive the best possible service.

MANAGEMENT & ORGANIZATION – 7

Finding (continued):

- Recognizing this issue, the District recently gained Board of Director approval to extend the term of all public outing contracts through September 2014. This extension allows the District to have all public outing contracts expire at the same time rather than the previous issue of individual contracts expiring at different times requiring multiple RFPs and limiting competition. Upon expiration of the public outing contracts in September 2014, the District plans to issue an RFP and complete a competitive process to develop new agreements with vendors to offer public outings.

MANAGEMENT & ORGANIZATION – 7

Finding (continued):

- The District plans to use the RFP process as an opportunity to improve its contracting process for public outings. Some improvements the District intends to make are:
 - Create three-year maximum multi-year contracts and initiate another RFP at the end of the three-year contract term
 - Standardize approved contract expenditures and the cost per outing/per field trip
 - Develop clear goals and objectives with the management team
 - Establish clear metrics and measures of success
 - Standardize the reporting format for vendors to use

MANAGEMENT & ORGANIZATION – 7

Finding (continued):

- Conversely, there are instances in which it would have been more transparent to use an amendment. For example, we found that two contracts executed in 2007 and 2008 for the same contractor for similar scopes of work were each amended to extend the terms of the contracts. This resulted in each contract term lasting 5 to 6 years. One contract was for \$15,000 and the other for \$23,211. Individually contract amounts were below the \$25,000 limit that would have required approval by the Board of Directors, but together these contracts totaled \$38,211 for a similar scope of work.

MANAGEMENT & ORGANIZATION – 7

Finding (continued):

- The District stated that the term of these contracts was extended due to the amount of time it took the State to rollout AB 32 regarding carbon credits. The District also stated that while the first scope of work was to provide the District direction on its overall potential for carbon credits, the second scope of work entailed registering a specific property, Jenner Headlands, for carbon credits. The last invoices were paid on each of these contracts in September 2013, and then they were closed.

MANAGEMENT & ORGANIZATION – 7

Recommendation:

- ***Require contracting activities to be reviewed with the Administrative and Fiscal Services Manager before soliciting services to maximize consistency across procurements, minimize risks, and adhere to best practices.*** The District should formalize roles and responsibilities and document and communicate procedures to ensure the Administrative and Fiscal Services Manager is aware of all service solicitations and able to provide assistance to program managers and staff at all stages of the procurement and contract administration process. This process will help to ensure contracting activities not only meet State laws and County policies, but also industry best practices.

GOVERNANCE – 1

Finding:

- ***While there appears to be clear delineation among the governance groups about their roles, there is still some confusion between the Fiscal Oversight Commission (FOC) and the District.*** Even though the 2010 Resolution clarified the role of the FOC, interaction between the FOC and District sometimes reflects lingering confusion regarding the transition of some roles and responsibilities. However, it is important to note that members of both the Advisory Committee and FOC spoke positively about their relationship with the District. It is also important to note that the structure of these groups generally meet best practices for governance of commissions, committees, and boards of directors for entities similar to the District.

GOVERNANCE – 1

Recommendation:

- ***The Board of Directors should direct District staff to conduct a workshop to clarify the role of the FOC.*** Given the transition in the FOC's role, a workshop with participation from the Board, FOC, County Counsel, and District would be beneficial to discuss and clarify roles, responsibilities, and reporting relationships. Clarification will enhance the relationship between the FOC and the District.

GOVERNANCE – 2

Finding:

- ***The Fiscal Oversight Commission does not have a Code of Conduct.*** The District has a Conflict of Interest code, and members of the FOC file annual economic interest statements and participate in ethics training (AB1234). However, the FOC lacks a code of ethics or conduct. According to best practice, a group with the diverse composition and interests such as the FOC should have a code of conduct. A code of conduct sets forth standards beyond legal requirements, codifies an organization's beliefs and values, and establishes expectations. Without such a code, the District is missing an opportunity to achieve greater public accountability and further safeguard the District's reputation.

GOVERNANCE – 2

Recommendation:

- ***Develop and adopt a Code of Conduct for the FOC.*** Based on the organization's core values, the District should craft a Code of Conduct for the FOC. Once adopted, all current FOC members should receive training on the code and it should be incorporated into new member orientation. Ongoing focus on the code will encourage an environment of accountability and responsible stewardship of public resources.

ENGAGEMENT – 1

Finding:

- ***The District does not comprehensively or regularly communicate its priorities, outputs, and outcomes to its Board of Directors, stakeholders, and the public.*** While the Board of Directors generally expressed satisfaction with, and awareness and understanding of, District activities and performance, Board members desire more comprehensive performance reporting on a regular basis (e.g., quarterly). These updates would be particularly helpful, given the Board of Directors' broad purview and responsibilities as the County Board of Supervisors.

ENGAGEMENT – 1

Finding (continued):

- Additionally, although Measure F received resounding public support, as evidenced by a 75.7% affirmative vote, stakeholders and District staff both reported a general lack of awareness and understanding of the District's mission and accomplishments. One impact of this disconnect could be criticism that some District projects and activities do not reflect the District's highest priorities and/or are not representative of its core mission.
- The District recently hired a Community Relations Specialist, who is developing a community relations strategy.

ENGAGEMENT – 1

Recommendation:

- ***Develop a standard report to the Board of Directors that highlights key performance measures and progress regarding strategic District activities.*** A standard, easy to understand report will position the District for proactive and consistent communication with the Board, stakeholders, and the public rather than reacting to sporadic inquiries. Focusing on key performance measures and how activities correlate to the Expenditure Plan will keep the Board informed of progress on long-term projects, highlight activities of interest to the Board, and reinforce the District's mission and goals. For example, the Riverside County Regional Park and Open Space District annually develops a performance dashboard, as shown below.

ENGAGEMENT – 1



REGIONAL PARK AND OPEN-SPACE DISTRICT BALANCED SCORECARD

THEMES	FY10-11 RESULTS	FY11-12 RESULTS	FY12-13 TARGET	FY12-13 RESULTS	DASHBOARD
CUSTOMER PERSPECTIVE					
<i>Customer Satisfaction Rating</i>	99%	98%	95%	99%	●
<i>Marketing Touch Points</i>	N/A	860,539	N/A	1,420,217	●
<i>Health and Livability Initiatives</i>	N/A	N/A	N/A	N/A	●
FINANCIAL PERSPECTIVE					
<i>Non-Property Tax Revenue</i>	6,356,500	8,157,856	N/A	8,095,959	●
<i>CIP Met</i>	N/A	21	30	6	●
<i>Operations Reserve</i>	42%	49%	45%	14%	●
<i>Expenditure Budget Target</i>	85%	102%	100%	101%	●
<i>Volunteer Hours</i>	78,108	80,845	81,000	119,220	●
PROCESS PERSPECTIVE					
<i>Active Partnership Agreements</i>	3	3	6	6	●
<i>Acres Under Management</i>	N/A	N/A	N/A	66,967	●
<i>Regional Trails Miles</i>	150	150	155	150	●

ENGAGEMENT – 1

<i>Plan Check Review Time Frame</i>	N/A	N/A	14	7	●
<i>CAPRA Standards Current</i>	N/A	52	144	141	●
<i>Tactics Completed</i>	N/A	17	18	13	●
<i>Recognition Events</i>	3	3	3	4	●
LEARNING & GROWTH PERSPECTIVE					
<i>Recordable Injuries</i>	7	19	N/A	15	●
<i>Performance Evaluations on Time</i>	N/A	93%	95%	99%	●
<i>Employee Engagement Index</i>	74%	N/A	N/A	N/A	●
<i>Training Hours</i>	N/A	5,908	N/A	8,800	●

●	95% OR MORE OF TARGET
●	85% to 94% OF TARGET
●	84% OR LESS OF TARGET
●	~ Data not available or Target not set

ENGAGEMENT – 2

Finding:

- ***The District's online presence does not fully serve its public outreach needs.*** Online services are a growing area of importance for community engagement and public accountability. The District's social media presence is underdeveloped compared to other comparable organizations. The District is not fully utilizing available tools and resources to develop an online presence and effectively engage the community. Without a well developed website and social media presence, the District is missing opportunities to engage and communicate with the public and its stakeholders.

ENGAGEMENT – 2

Recommendation:

- ***Develop an outreach strategy that is targeted to the District's various audiences, maximizes online tools, and provides timely, relevant information.*** The District should determine its target audiences and the most effective channels to reach each audience. The District's website should be redesigned to facilitate more intuitive navigation and access to priority content for each target audience. Existing website content should be analyzed to determine which content should continue to be included on the website and what additional information would be most helpful to users. The District should also establish a social media presence that ties to its website if such a presence is found to be useful to its target audience.

ENGAGEMENT – 2

Recommendation (continued):

- Groups that the District works with, such as the County Parks Department and organizations that provide outings, should be highlighted on the websites of both the District and the partners to help drive traffic from those sites to the District's site. The District should also pursue opportunities to link its website with other government and non-profit websites that may attract community members of certain demographic populations that are more difficult to reach. The District should ensure that its website and social media presence are kept up-to-date with current information. Samples from the Mid-Peninsula Open Space District website are shown below.

ENGAGEMENT – 2

Recommendation (continued):

- Searchable events calendar, by date and activity type.

Calendar of Activities

Enjoy the many free **Outdoor Activities** on Midpeninsula Regional Open Space District preserves. All activities are led by trained volunteer docents and are free of charge. Some activities require reservations. Please refer to the **Reservation Information** page for full details.

Reservation Process:

Reservations for a given activity are only accepted within the **two-week time period prior to the activity date**. The maximum number of people allowed for a group reservation is **four (4) people**. The online reservation forms activate in the individual listings two weeks prior to the date of the activity.

- If your plans have changed after you have made a reservation and you are no longer able to attend, please let us know so that we can release your reservation to someone else.
- For all activities, heavy rain at the activity location will cancel that activity. In the event of light rain or the threat of rain, the docent will make the decision at the designated meeting time and location.
- Emails and voicemails regarding activities are not monitored after hours or over the weekends, but will be processed the next business day.

Show me activities for:

ADDITIONAL INFORMATION

- Easy Hike**
- Moderate Hike**
- Strenuous Hike**
- Easy Nature Ride**
- Intro Mtn. Bike Ride**
- Intermed Mtn. Bike Ride**
- Adv Mtn. Bike Ride**
- Kids**
- Reservations Required**

[Rate Your Activity](#)

[Seasonal Highlights](#)

[Open Space Views Newsletter](#)

[Become a Volunteer](#)

[Reservation Policies](#)

ENGAGEMENT – 2

Recommendation (continued):

- Volunteer handbook and portal, upcoming volunteer events.

The screenshot shows the website for the Midpeninsula Regional Open Space District. The header includes the logo and navigation links: PRESERVES + MAPS, ACTIVITIES, ABOUT US, PLANS + PROJECTS, NEWS + NOTICES, VOLUNTEER, and SHOP. A search bar is located in the top right. The main content area features a breadcrumb trail 'Home / Volunteer Info' and a large heading 'Outdoor Service Projects Calendar'. Below this, there is a paragraph about volunteer projects and a link to 'volunteer@openspace.org'. A section titled 'Upcoming Projects Listed Below' is followed by a dashed line and the text '--April 2014--'. A specific project is listed for 'Thursday, April 17, 2014' from '9:30 a.m. - 2:30 p.m.' at 'Habitat Restoration - Thistles La Honda Creek'. On the right side, a 'VOLUNTEER' dropdown menu is open, showing options like 'Volunteer Info', 'Introduction', 'Become a Volunteer', 'Outdoor Service Projects Calendar', 'Docent Login', and 'VTP Login'. Below the menu is an 'ADDITIONAL INFORMATION' section with links for 'Volunteer Outdoor Service Projects FAQs' and 'Natural Resource Management'.

PLANNING & PERFORMANCE – 1

Finding:

- ***Numerous planning documents exist, and they do not convey cohesive messaging.*** The District has multiple planning documents, including the Strategic Plan, Work Plan, Acquisition Plan, Fee Lands Strategy, and Annual Budget. While many of the goals and strategies within these documents overlap, others are distinct and appear contradictory. In addition, the timelines covered by these documents are not synchronized. The existence of multiple planning documents without clear linkages between them creates confusion among the public, stakeholders, and staff. The contents of existing District plans are summarized below.

PLANNING & PERFORMANCE – 1

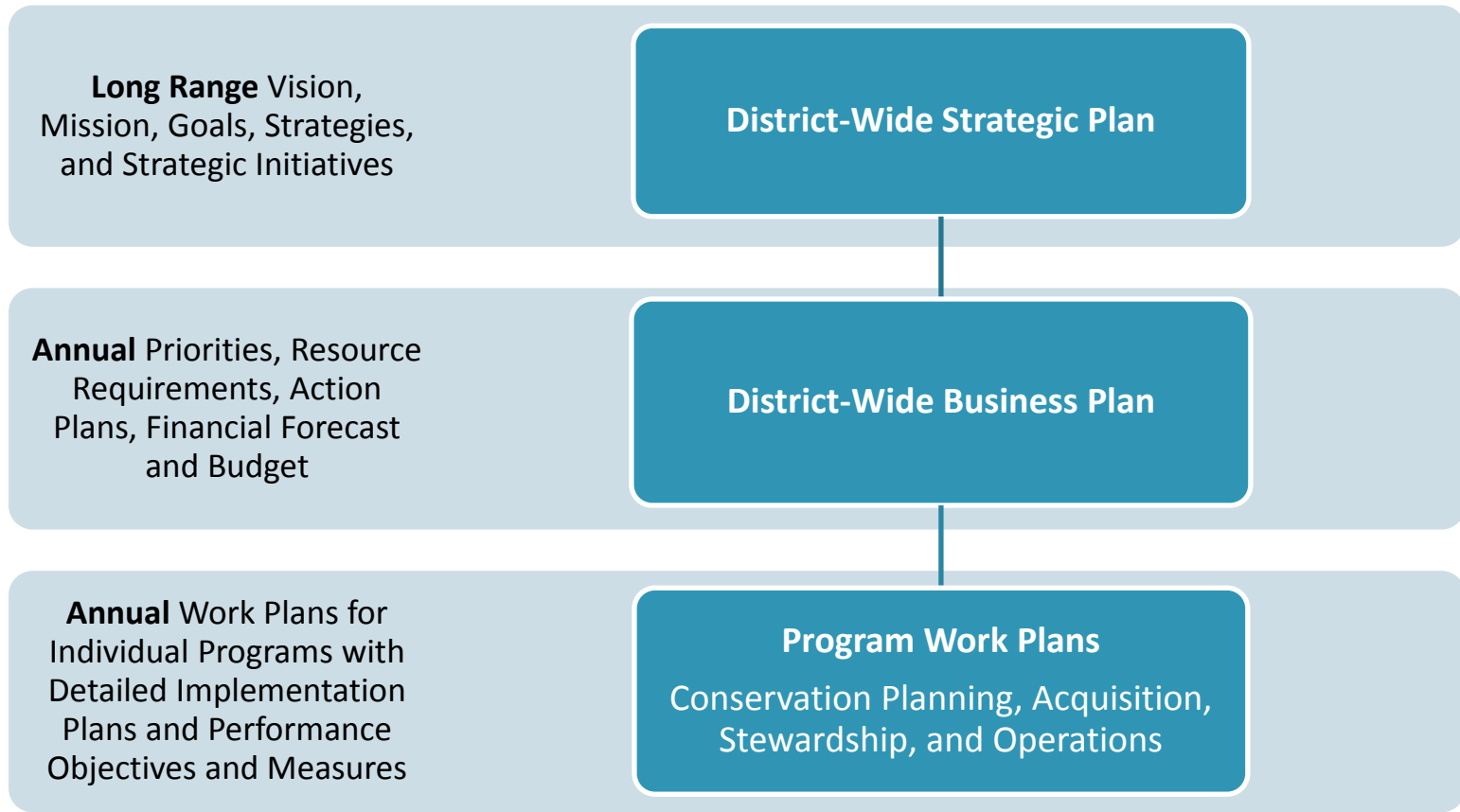
	Strategic Plan	Work Plan	Fee Lands Strategy	Acquisition Plan	Budget
Time Period	2009-2013	2012-2015	2012-2015	2006-2016	Annual fiscal year
Organizing Elements	Acquisition Plan Categories (4)	Program Areas (4)	Property Tiers (2)	Acq. Plan Categories (4)	District-wide by Fiscal Year
Goals	9	9	7		
Strategies	9	9	3		4
Objectives				14	6 for FY13-14
Budget/ Cost		By program project	By property tier		By expenditure category

PLANNING & PERFORMANCE – 1

Recommendation:

- ***Adopt and implement an integrated, hierarchical planning framework.*** As indicated in the Work Plan, the District intends to enhance planning. The District should articulate the purpose of each of the recommended planning documents and how each relates to the others. For example, the Mid-Peninsula Open Space District annually develops an Action Plan based on a long-term Vision Plan. In addition, the District should use uniform messaging throughout its documents. See Planning and Performance recommendation #2. A suggested planning hierarchy is provided below.

PLANNING & PERFORMANCE – 1



PLANNING & PERFORMANCE – 2

Finding:

- ***The District's planned and actual activities are difficult to compare.*** Prior to 2012, the District lacked a work plan. Consequently, there was no plan against which to compare accomplishments. In 2011, the District adopted a work plan for FY12-13 through FY14-15. While this document presents the District's planned scope of work for this three-year period, it does not specify the years in which work will occur. As a result, it is difficult to accurately track the District's progress on an ongoing basis. The inability to compare actual and planned actions hinders the District's ability to report its progress and the Board's ability to accurately assess the District's performance.

PLANNING & PERFORMANCE – 2

Recommendation:

- ***Convert the District's three year work plan into annually updated District-wide business plans to facilitate annual comparison of plan versus actual activity.*** The District-wide business plan should define annual priorities, action plans, resource requirements, and operating budgets. The business plan should include a long-range financial forecast so the District can demonstrate how current expenditures align with long-range forecasts and the long-term financial health of the District. Detailed annual plans will support annual budget and performance reporting, as well as visibility to multi-year trends.

PLANNING & PERFORMANCE – 3

Finding:

- ***Inconsistent use of terminology impedes the District's ability to effectively track and communicate its progress.*** The District uses some terms interchangeably across key documents. For example, the strategic plan references implementation measures, the work plan references action items, and the annual budget references objectives. Similarly, the work plan cites land parcels by name, while accomplishments in the annual budget may only identify the city. By not using terms consistently or standardizing language across planning and progress documents, the District is missing an opportunity to demonstrate accountability and clearly communicate progress. Terminology inconsistencies in existing plans are summarized below.

PLANNING & PERFORMANCE – 3

	Strategic Plan	Work Plan	Fee Lands Strategy	Acquisition Plan	Budget
Activity	Implementation Actions Implementation Measures	Action Items Tasks	Management Activities Tasks Steps	Action Items	Objectives
Property		Property Name	Property Name	Land Type, Property Name, <u>OR</u> Property Name and City	City of Property
Additional Organizing Element	Policy Category (4)	Benefit Category (5) Project Description (8)		Protection Category (4) Policy (26)	Prior Year Upcoming Year

PLANNING & PERFORMANCE – 3

Recommendation:

- ***Adopt consistent terminology throughout all key documents.*** To create a greater sense of transparency and accountability, the District should develop accepted terms to employ across documents, particularly those meant for the public, to facilitate comparisons. The District should define key terms and their appropriate usage as well as adopt uniform style standards.

PLANNING & PERFORMANCE – 4

Finding:

- ***The District lacks a comprehensive set of operational and programmatic performance measures.*** Although the District's Acquisition Plan articulates seven goals and the Work Plan lists nine strategies, these goals and strategies lack specificity and are not supported by meaningful performance measures against which the District's progress may be assessed. Stakeholders and staff report a lack of clarity about the District's progress towards meeting goals and strategies. If it is difficult for stakeholders and the public to easily access performance information and clearly understand how the District is spending public funds, then misunderstandings and mistrust may result.

PLANNING & PERFORMANCE – 4

Finding (continued):

- Without key performance measures to report against, it is difficult for the District to quantify progress and fully understand where needs and gaps exist. According to the Government Finance Officer's Association (GFOA), "meaningful performance measurements can assist government officials and citizens in identifying financial and program results, evaluating past resource decisions, and facilitating qualitative improvements in future decisions regarding resource allocation and service delivery."

PLANNING & PERFORMANCE – 4

Recommendation:

- ***Develop meaningful performance measures, and use them to report District progress towards achieving its goals.*** Within Year 3 of its current Work Plan, the District discusses the need for performance measures. District management plans to address that need within its Conservation Planning Program, which was formed last year. The District should continue to develop performance measures and begin implementing them immediately. Once the measures are developed, the District should use them to convey performance not only internally to management and staff, but also externally to its Board of Directors, stakeholders, and the public.

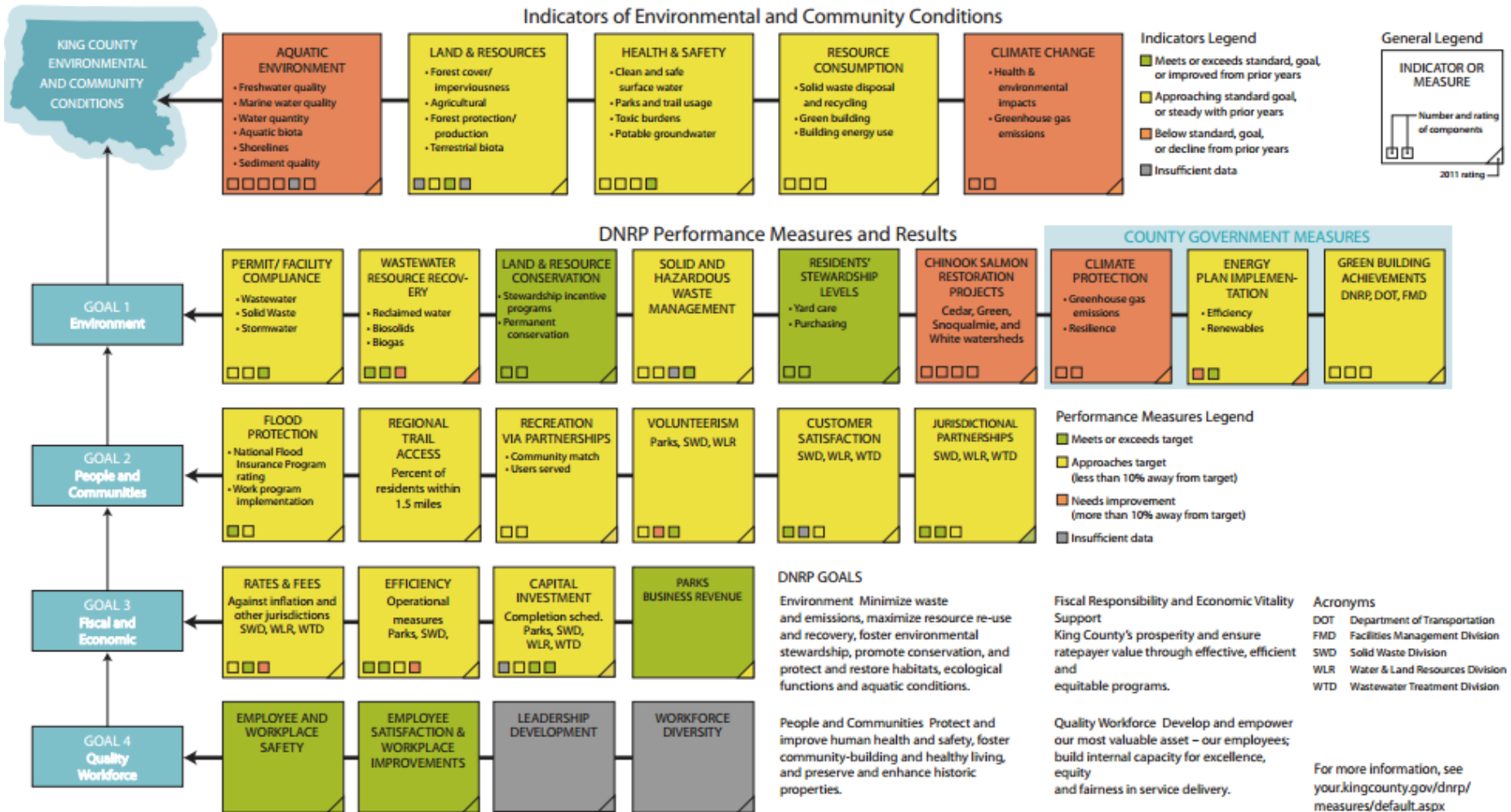
PLANNING & PERFORMANCE – 4

Recommendation (continued):

- Sample performance measures from Marin County, CA and King County, WA are provided below.

MEASURES MARIN COUNTY	FY 2007-08 Actual	FY 2008-09 Actual	FY 2009-10 Actual	FY 2010-11 Target	FY 2011-12 Target
Workload Measures					
Number of acquisition projects completed (all methods, including fee and easement)	9	6	2	4	2
Acreage of acquisition or easement projects completed	175	213	330	333	50
Efficiency Measures					
Average cost per acre acquired	\$800	\$483	\$3,000	\$3,000	\$3,000
Effectiveness Measures					
Percent of total acreage targeted for preservation that has been preserved	52%	55%	59%	54%	55%

PLANNING & PERFORMANCE – 4



PLANNING & PERFORMANCE – 4

Recommendation (continued):

- In order to be meaningful, the GFOA states that a performance measure must:
 - be based on program goals and objectives that tie to a statement of program mission or purpose
 - measure program outcomes
 - provide for resource allocation comparisons over time
 - measure efficiency and effectiveness
 - be verifiable, understandable, and timely
 - be consistent throughout planning and reporting systems
 - be reported internally and externally

PLANNING & PERFORMANCE – 4

Recommendation (continued):

- ❑ be monitored and used in managerial decision-making processes
- ❑ be limited to a number and degree of complexity that can provide an efficient and meaningful way to assess the effectiveness and efficiency of key programs
- ❑ be designed in such a way to motivate staff at all levels to contribute toward organizational improvement

PLANNING & PERFORMANCE – 5

Finding:

- ***The District does not have a long-term plan to address significant future organizational and business model shifts.***

Since land is a finite resource, at some point in the future the District will experience a shift in how it operates as its priorities transition from an acquisition-focus to a stewardship-focus. The District does not appear to have a long-range plan that identifies when this operational shift is expected to begin and how it will affect the organization. Without a long-term plan, the District will not be able to accurately forecast how its business needs and resource requirements will change.

PLANNING & PERFORMANCE – 5

Recommendation:

- ***Begin incorporating long-term transition planning into the District's strategic plan.*** The District should begin forecasting the timing of this transition and the changes that will be required to its business model. This shift will require changes to operations, resource levels and skills, and funding strategies. In order to plan for such a shift, District management must be able to forecast its long-term stewardship goals and when and how much its business model will need to change to meet those goals. Advanced planning will provide an opportunity to retool staff skills to match future business needs. Transition-related metrics should be an integral part of a comprehensive set of performance measures.

PLANNING & PERFORMANCE – 6

Finding:

- ***There is not a common understanding among stakeholders of the interpretation, implementation, and priority of “public access” as the term is used within the District’s Expenditure Plan.*** Some level of public access of fee lands is specified as a potential purpose of the District in the 2006 Expenditure Plan. The gap in a common understanding of what constitutes public access results in contrasting expectations and perspectives both within the District and between the District, its partners, and the public.

PLANNING & PERFORMANCE – 6

Recommendation:

- ***Seek opportunities to increase understanding of the definition of achievement of public access as it relates to execution of the Expenditure Plan.*** The District should define public access based on clarifications already prepared by County Counsel and direction from the Board of Directors. Other areas where the District should clarify the definition of public access include:
 - The District website
 - Board of Director orientation materials
 - All District plans and reports
 - Public outing documents
 - At public meetings and in public meeting materials

PLANNING & PERFORMANCE – 7

Finding:

- ***The District has developed a robust process for placing conservation easements on privately-held land, but it is still fine-tuning its fee land transfer process.*** During our review of the conservation easement process within the Acquisition Program, we found that the District performs many processes prior to drafting conservation easements with landowners. District staff have a well-documented and detailed procedure for developing conservation easements with landowners that includes both formal and informal communication prior to the drafting of the easement.

PLANNING & PERFORMANCE – 7

Finding (continued):

- Within the last year, District staff have created a draft Fee Transfer Process to similarly document procedures related to developing conservation easements for fee land intended for transfer. While the draft procedures have been viewed by the District's Advisory Committee, they are still in draft format. The District also includes Analysis of Conveyance Options for fee land transfers within its Fee Lands Strategy document.

PLANNING & PERFORMANCE – 7

Recommendation:

- ***Finalize development of fee land transfer procedures.*** The District should have a strong process in place for fee land transfers, as it does for its conservation easement process with landowners. While the District has made significant progress in drafting formal fee land procedures, it should complete the process. A documented process, that includes provisions for providing and receiving feedback from partners, will allow the District to proactively and efficiently manage land transfers.

PLANNING & PERFORMANCE – 8

Finding:

- ***The number of provisions specified in District conservation easements for fee land transfers for recreational purposes have notably increased over the past few years.*** Our examination of 13 of the District's conservation easements between 2000 and 2013 found that while the format of the conservation easement has been streamlined in some ways, the number of permitted uses has increased. A comparison of five recent District easements to five recent easements prepared by similar organizations indicated that the District's conservation easements had more provisions than the other organizations.

PLANNING & PERFORMANCE – 8

Finding (continued):

- Additionally, within the last three to four years, many more uses appear to require “prior written approval from the District” than in prior years.
- The District indicated that the increase in permitted uses reflects efforts by the District to accommodate uses that would otherwise have been prohibited.
- There are a number of reasons for conservation easement language to be more comprehensive, such as to specify type of property, natural resources, intended uses of the property, and requests by the grantor.
- Our internal and external comparisons are described below.

PLANNING & PERFORMANCE – 8

Finding (continued):

- **Internal Comparison** – We identified the number of permitted and prohibited uses within the 13 District conservation easements for fee land transfers for recreational purposes that we examined. The results provided in the following table indicate that the number of permitted uses significantly increased beginning in 2010.

PLANNING & PERFORMANCE – 8

Year ⁺	Entity	Land	Permitted Uses Item Count	Prohibited Uses Item Count
2000	Regional Parks	Unity Ball fields	11	12
2001	City of Santa Rosa	Prince Memorial Greenway	11	16
2002	Regional Parks	Riverfront Park	10	15
2003	Regional Parks	Johnson Park Parcel	9	13
2003	Regional Parks	Sunset Beach	10	13

⁺ One of the 13 conservation easements was removed from this table as it appeared to be an outlier with only one permitted and one prohibited use item.

PLANNING & PERFORMANCE – 8

Year	Entity	Land	Permitted Uses Item Count	Prohibited Uses Item Count
2005	State Parks	Willow Creek	12	12
2005*	Regional Parks	Tolay Lake Ranch	10	13
2010*	City of Santa Rosa	Burbank	18	12
2010*	City of Santa Rosa	Bayer	29	11

* For many conservation easements associated with fee land transfers issued in or after 2005, Permitted Uses and Prohibited Uses were no longer listed in two distinct sections within the conservation easement. Instead, within most conservation easements, reserved and restricted rights were combined into one section. This combination makes the count of permitted and prohibited uses more judgmental than in prior years.

PLANNING & PERFORMANCE – 8

Year	Entity	Land	Permitted Uses Item Count	Prohibited Uses Item Count
2010**	City of Healdsburg	Giorgi Park	24	14
2011*	City of Santa Rosa	Burbank Phase 1b	25	13
2013*	Forever Forestville (non-profit)	Forever Forestville CE	33	16
TOTAL			202	160

*In 2005, Permitted Uses and Prohibited Uses were no longer listed in two distinct sections within the conservation easement. Instead, within most conservation easements, reserved and restricted rights were combined into one section. This combination makes the count of permitted and prohibited uses more judgmental than in prior years.

** The limitations (permitted and prohibited uses) were incorporated throughout the body of this conservation easement.

PLANNING & PERFORMANCE – 8 (CONT.)

Finding (continued):

- **External Comparison** – We also compared five sample conservation easements for recreation fee land transfers from the District to five conservation easements for recreational purposes held by similar organizations in which the property owner is another government or quasi-government entity. The organizations holding the conservation easements that we compared to the District’s conservation easements, include:
 - The Land Trust for Tennessee (2006)
 - Metro, an Oregon municipal corporation (2011)
 - Allegheny Land Trust (2011)
 - Midpeninsula Regional Open Space District (2013)
 - Adams County, Colorado (2013)

PLANNING & PERFORMANCE – 8 (CONT.)

Finding (continued):

- The ten easements chosen were selected from the most recent and easily accessible conservation easements for recreational purposes for which the easement holder was a non-tribal government, government-related entity, or not-for-profit.
 - We used the National Conservation Easement Database (NCED) to determine the population of easements which fit criteria similar to that of the District's conservation easements for recreational purposes for fee land transfers.
 - There is no all encompassing, easily accessible, record of all conservation easement filings in the United States. The NCED records only those easements that include boundaries available in digital form (e.g., GIS shape files). However, it is the most comprehensive database of record according to our research and included all of the District's recent recreational conservation easements.

PLANNING & PERFORMANCE – 8 (CONT.)

Finding (continued):

- As of June 22, 2013, the NCED lists 375 conservation easements having been filed within the United States for recreational purposes in which the easement holder was a non-tribal government, government-related entity, or not-for-profit.
- We selected easements for the period 2006 to 2013 to provide a comparison of recently used easement language. Also, easements from this time period were more readily available.
- From 2006 through 2013, there were 33 such easements filed within the United States. Of those easements, the NCED listed seven, or 21.2%, as being held by the District.
- Our sample of 10 easements, which includes five from the District and five from other entities, represents 30.3% of the population.

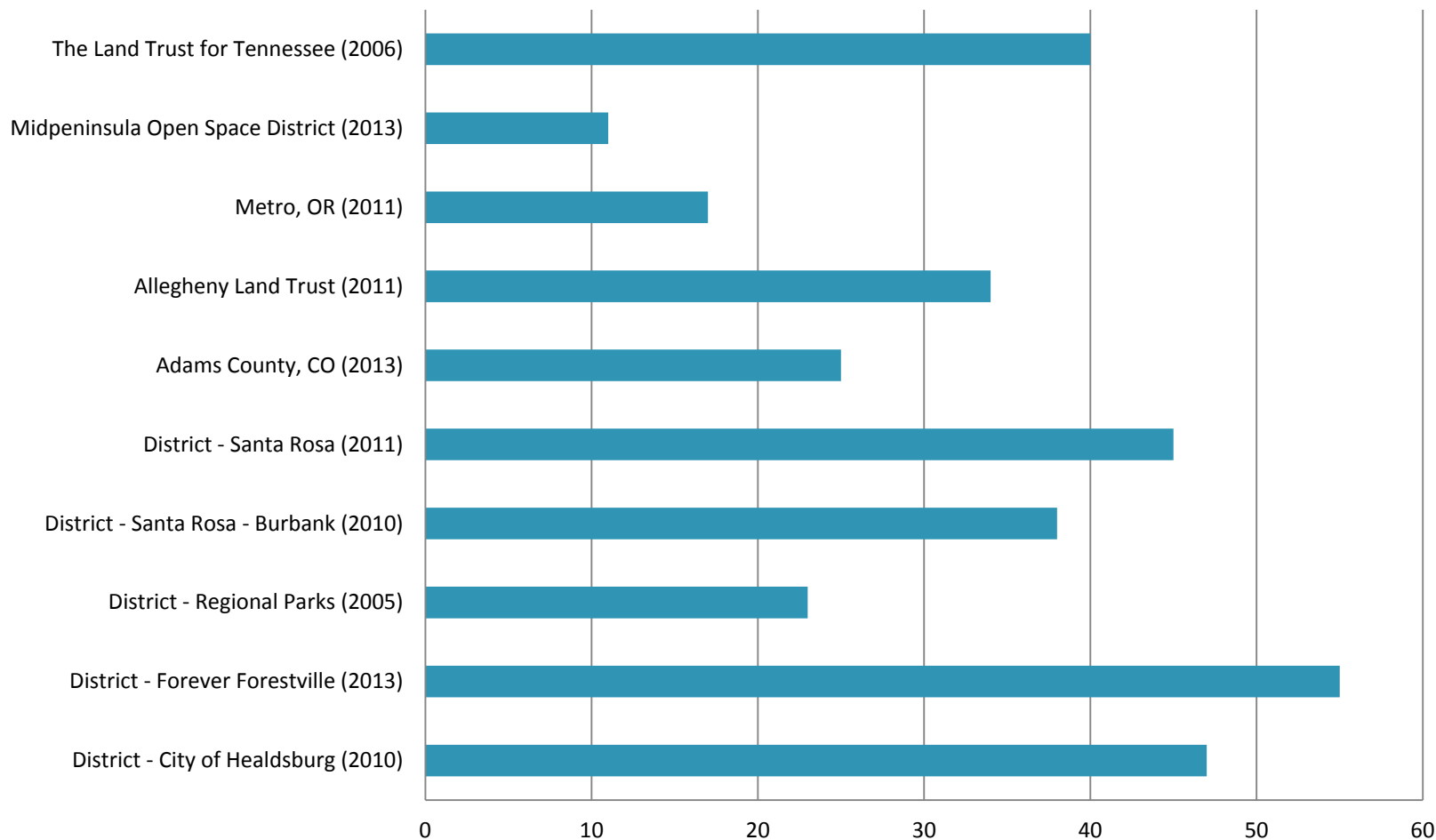
PLANNING & PERFORMANCE – 8 (CONT.)

Finding (continued):

- We found that the District's conservation easements had an overall greater number of permitted uses, restricted uses, and other requirements than the other organizations.
- The subject matter of permitted uses, restricted uses, and other requirements varies greatly among the conservation easements and depends on the properties of the land and intended uses. Subject matter generally falls into one of five categories, including 1) structures and facilities, 2) resource management, 3) public access and recreation, 4) land use, and 5) administration.

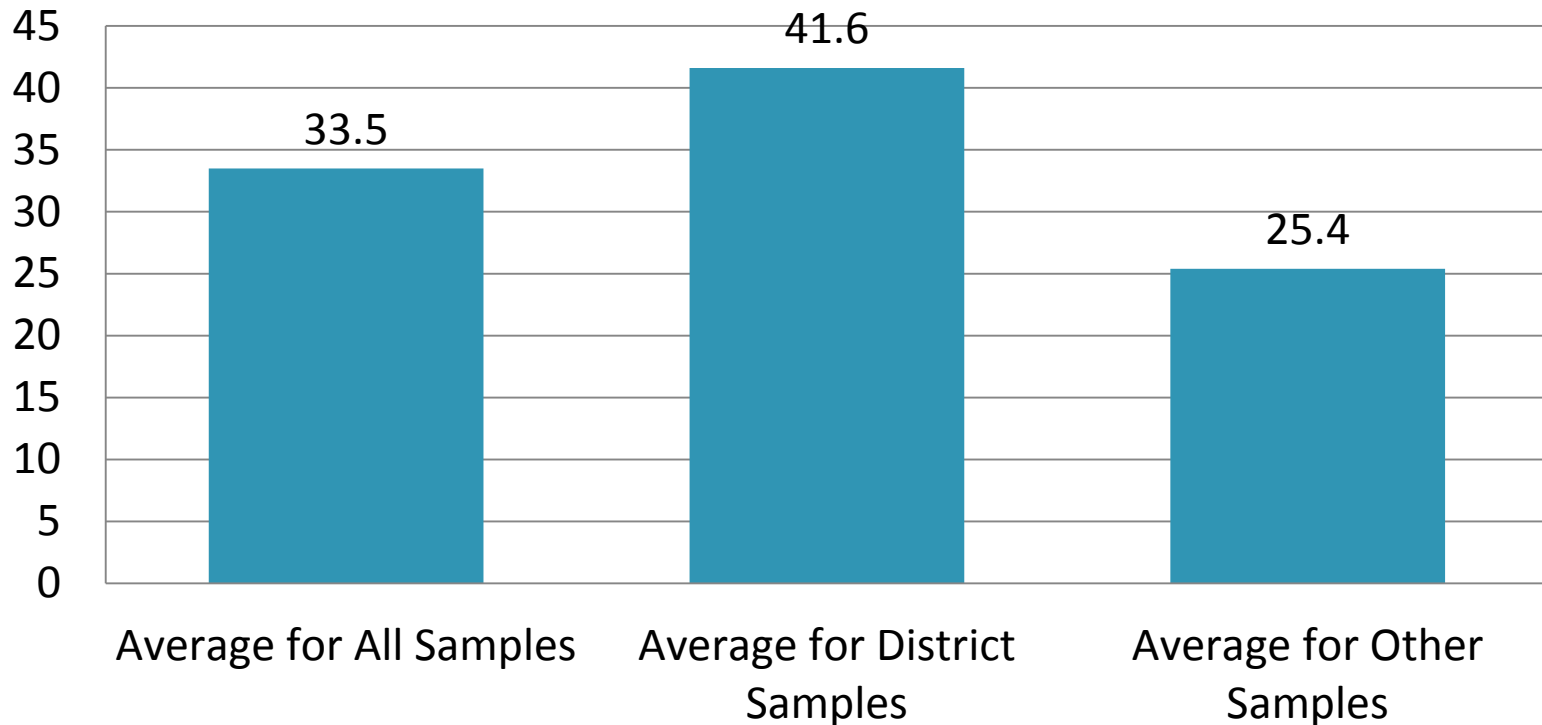
PLANNING & PERFORMANCE – 8 (CONT.)

Total Count of Easement Permitted Uses, Restricted Uses, and Other Requirements



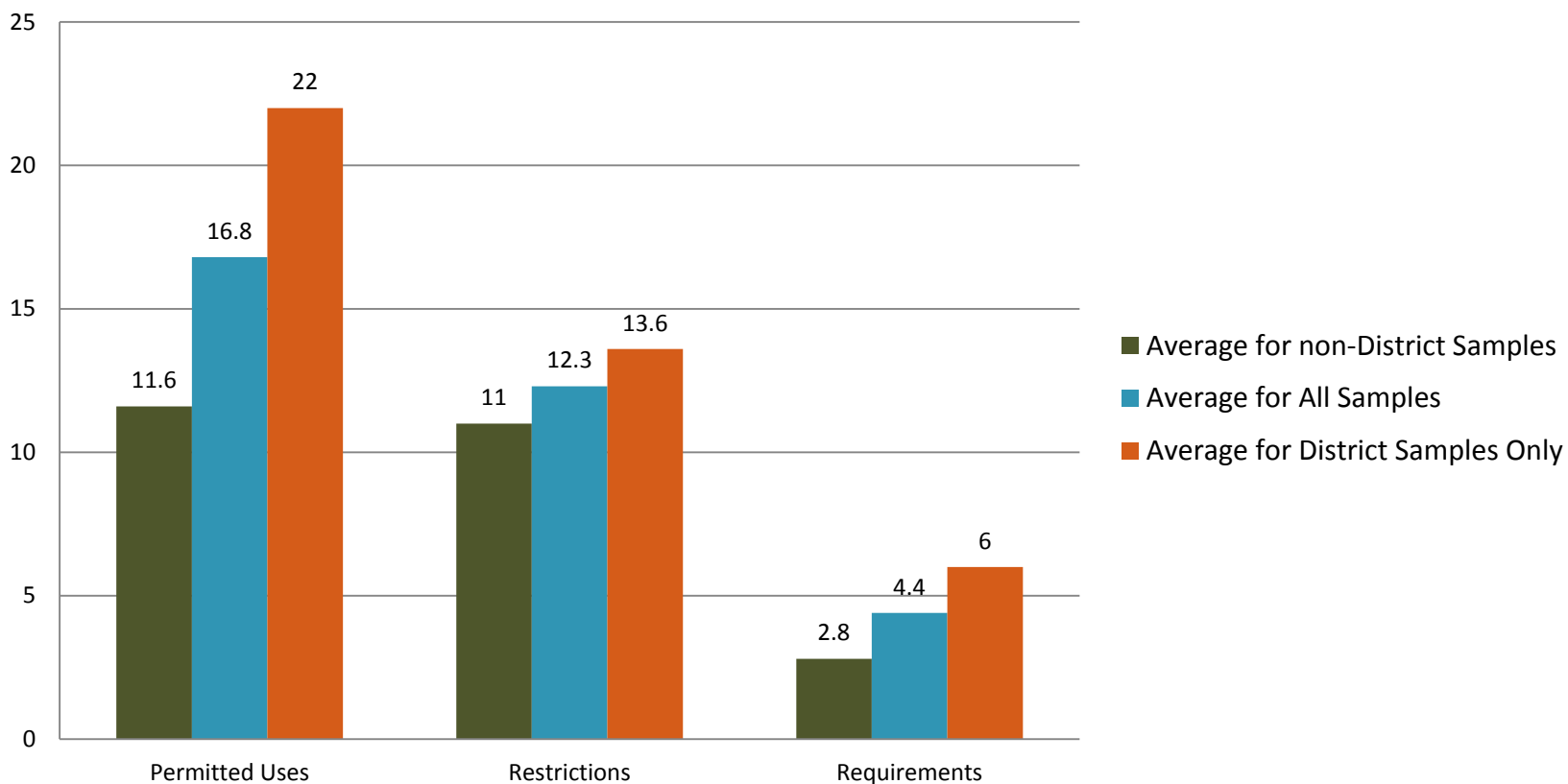
PLANNING & PERFORMANCE – 8 (CONT.)

Average Total Permitted Uses, Restricted Uses, and Other Requirements per Sample Group



PLANNING & PERFORMANCE – 8 (CONT.)

Comparison of Averages by Sample Grouping



PLANNING & PERFORMANCE – 8

Finding (continued):

- According to the Land Trust Standards and Practices Conservation Easement Drafting Guidelines, the conservation values are the primary concern and starting point of the entire process in drafting a conservation easement. These guidelines further state, that while individuals may have biases towards certain values and how these values should be protected, a good question to ask throughout the process is “How does this provision protect the conservation values?” If the provision does not provide some sort of protection for the conservation values, then it may not be necessary.

PLANNING & PERFORMANCE – 8

Finding (continued):

- A conservation easement must provide a benefit to the public. Congress and the IRS have determined that the following conservation purposes are in the public's benefit:
 - Outdoor recreation or education
 - The protection of relatively natural habitat
 - The preservation of open space
 - The preservation of an historically important land area or structure

PLANNING & PERFORMANCE – 8

Finding (continued):

- According to the Land Trust Standards and Practices, a fundamental premise in drafting for protection of conservation values is to prevent adverse impacts, not necessarily uses. For example, it is of less concern whether timber is harvested for commercial or personal use. Rather, the concern is on the impact of the timber harvest itself. The reverse is also true. If a damaging timber cut is made, then it does not matter if it was made by a commercial timber harvester or the landowner – it should be prohibited.

PLANNING & PERFORMANCE – 8

Finding (continued):

- According to Land Trust Standards and Practices, uses can also be difficult to monitor, while impacts are much easier to determine. Conservation easements are typically monitored once per year, so the reserved rights and resource management provisions should address impacts that can be identified on an annual basis. For example, a provision that allows for ATV use by the landowners for property management purposes, but not by a third party for recreation use, would be virtually impossible to enforce on an annual monitoring visit. The District would likely be concerned with the impact of ATV usage on vegetation, regardless of the user. As such, the District may desire to negotiate the prohibition of ATVs from certain areas or only allow them in certain areas.

PLANNING & PERFORMANCE – 8

Recommendation:

- ***The Board of Directors should direct District staff to conduct a workshop on the efficiency and effectiveness of conservation easements as a land conservation tool to protect Sonoma County's unique landscapes.*** Topics that should be addressed include development and negotiation of conservation easement language that is 1) based on impacts to conservation values, 2) clear to landowners and District staff, 3) conducive to easement monitoring and enforcement, and 4) supportive of streamlined fee land transfer processes.

PLANNING & PERFORMANCE – 9

Finding:

- ***The District does not fully communicate its success in leveraging grant funding.*** Grant funding supplements the District's budget and provides resources for projects core to its mission. The District has successfully leveraged grant funding, both directly and in partnership with other non-governmental organizations to support District goals. However, the District does not have a mechanism to clearly communicate those successes to its Board of Directors, stakeholders, the public, and its employees. Without clear communication of accomplishments, the District is missing an opportunity to achieve better awareness and understanding of how it effectively leverages taxpayer funds.

PLANNING & PERFORMANCE – 9

Recommendation:

- ***Incorporate clear statistics regarding the District's use of grant funding into regular performance reporting.*** The District should develop and describe a holistic approach to grant funding in its strategic plan, business plans, and work plans. The District should also define key performance measures that will facilitate informative reporting on the impact of grant funding. The District already maintains this data within its comprehensive grant tracking spreadsheets and logs.

PLANNING & PERFORMANCE – 10

Finding:

- ***The District's Conservation Planning Program is beginning to provide more central support for grant applications.*** According to the Conservation Planning Program (Planning) Manager, Planning currently has one staff member who is assigned to track and support grant applications for the entire District. Planning also maintains contracts with a consultant to seek additional grant opportunities and with grant writers to support District staff as needed.

PLANNING & PERFORMANCE – 10

Finding (continued):

- Ultimately, the goals are for grant application and acquisition to 1) remain decentralized among District employees who have the specific expertise to seek out and win particular grants, and 2) receive centralized support from Conservation Planning regarding grant opportunities, commonly used information for grant applications, and additional resources the District can bring to bear to complete a grant application should the need arise.

PLANNING & PERFORMANCE – 10

Finding (continued):

- While significant progress has been made in centralizing the support function for grant applications by assigning tracking and support functions to one Planning staff member, the Planning Program Manager would like to make additional improvements, including:
 - Creation of a digital library with key word search database accessible to all District employees with information commonly used for grants (and other types of processes)
 - Tutorials on how to complete different types of grant applications

PLANNING & PERFORMANCE – 10

Recommendation:

- ***Continue executing plans to provide centralized, flexible support and information dissemination by the Conservation Planning Program in support of the District's overall grant application and acquisition efforts.*** Management staff have already begun to implement improvements that will allow employees to look to one hub within Planning for grant opportunities, commonly used information when writing grant applications, and support for completing applications when internal resources are not available.

PLANNING & PERFORMANCE – 10

Recommendation (continued):

- Finalizing this process should include development of appropriate performance measures. Examples include grant acquisition win/loss ratio, time to respond, and total grant funds secured.

PLANNING & PERFORMANCE – 11

Finding:

- ***The Expenditure Plan does not provide sufficient information to compare actual and planned District expenditures.*** The Expenditure Plan within the Resolution does not provide financial details or sufficient guidance for decision-making and priority-setting. This lack of detail and guidance offers the advantage of expenditure flexibility, which supports the District's ability to make key acquisitions when opportunities arise. However, the lack of detail and guidance creates the disadvantage of making the District susceptible to criticism for not spending according to expectations.

PLANNING & PERFORMANCE – 11

Recommendation:


- ***Ensure future Expenditure Plans provide sufficient detail to guide expenditures and support accountability.*** Expenditure plans should provide sufficient detail to support accountability, transparency, and performance reporting. Without detail, an expenditure plan is of little value since it provides no parameters for determining if an expenditure was appropriate. If the District goes out for renewal of its resolution, then it should seek an Expenditure Plan that provides more specificity regarding expenditure priorities, but not so much specificity that the District loses the flexibility needed to adjust to changing market conditions and opportunities.

The material appearing in this presentation is for informational purposes only and is not legal or accounting advice. Communication of this information is not intended to create, and receipt does not constitute, a legal relationship, including, but not limited to, an accountant-client relationship. Although these materials may have been prepared by professionals, they should not be used as a substitute for professional services. If legal, accounting, or other professional advice is required, the services of a professional should be sought.



MEMORANDUM

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

FROM: Bill Keene, General Manager 

DATE: August 13, 2014

SUBJECT: District Response to Management Review

I want to thank you for the opportunity to participate in the management review process conducted by the CAO at the request of the Board. It was a productive and professional process, and we commend Moss Adams and the CAO for the thorough review of the District. It is beneficial and informative to have an independent review by outside experts, with input from stakeholders, and we appreciate the Board for their commitment to transparency and the effectiveness of the District.

I was pleased to see the significant commendations for the District and am looking forward to implementing the recommendations for enhancements. I have attached a spreadsheet which outlines my response to the recommendations in the Moss Adams report. As you will see, I concur with all of the recommendations and have provided you with a summary of the proposed actions in response to these recommendations. Many of the recommendations were items that the District already had underway – such as the move towards an integrated, hierarchical planning framework which is in our existing Board-approved three year work plan. For the remaining items, the attached spreadsheet includes a plan and schedule for implementation.

We very much look forward to discussing the findings and recommendations included in the management review and to the continuous improvement of the District on behalf of the Sonoma County community.

SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT - RESPONSE TO MANAGEMENT REVIEW

Number	Recommendation	District Response	Status
MANAGEMENT AND ORGANIZATION RECOMMENDATIONS			
1	Conduct a classification and compensation study.	Concur	Proposed to begin Fall 2014
2	Plan for succession of key positions through employee development initiatives, clear communication of performance expectations, and establishment of career paths.	Concur	Managers have communicated hiring process to staff. Propose investigating career path enhancements as part of classification and compensation study. Evaluate opportunities to expand employee development through additional technical and administrative training. Individual performance plans currently tie to District workplan and mission.
3	Continue to monitor organizational span of control.	Concur	District management monitors span of control on an ongoing basis, specifically via review of position allocations during annual budget process.
4	Allocate additional resources to the Stewardship Program for easement monitoring and enforcement.	Concur	Added an additional full-time monitor position as of July 1, 2014. Developing volunteer monitor program, to be implemented in mid 2015. Researching technology improvements and database structural improvements to increase efficiency of data collection and management. District management evaluating short, mid, and long range staffing requirements.
5	Define and communicate District priorities clearly and regularly to all managers and staff.	Concur	District to form internal cross program work group in support of integrated, hierarchical plan. All individual and program performance plans to include Board approved priorities included in the integrated, hierarchical plan.
6	Establish a service level agreement (SLA) between County Counsel and the District.	Concur	County Counsel has developed service level agreement.

Number	Recommendation	District Response	Status
7	Require contracting activities to be reviewed with the Administrative and Fiscal Services Manager before soliciting services to maximize consistency across procurements, minimize risks, and adhere to best practices.	Concur	All Requests for Proposals and other procurement methods are currently reviewed and overseen by the Administrative and Fiscal Services Manager.
GOVERNANCE RECOMMENDATIONS			
1	The Board of Directors should direct staff to conduct a workshop to clarify the role of the Fiscal Oversight Commission (FOC)	Concur	District to convene joint workshop of Board and FOC in early 2015 to present current understanding of FOC's work and discuss any proposed modifications.
2	Develop and adopt a Code of Conduct for the FOC.	Concur	Propose to include Advisory Committee and Fiscal Oversight Commission - complete in early 2015.
ENGAGEMENT RECOMMENDATIONS			
1	Develop a standard report to the Board of Directors that highlights key performance measures and progress regarding strategic District activities.	Concur	District management team is developing proposed reporting and performance measures to be tied to hierarchical planning framework (referenced under planning recommendations). Expect first phase reports by January 2015; performance measures added in late 2015.
2	Develop an outreach strategy that is targeted to the District's various audiences, maximizes online tools, and provides timely, relevant information.	Concur	District has recently hired a Community Relations Specialist, District management team is in process of upgrading website and developing comprehensive communication strategy, expected completion in January 2015.

Number	Recommendation	District Response	Status
PLANNING AND PERFORMANCE RECOMMENDATIONS			
1	Adopt and implement an integrated, hierarchical planning framework.	Concur	District's Three Year Work Plan will conclude in 2015. In fall of 2014, District will begin development of a hierarchical planning framework that integrates all existing planning documents, per current Board approved Work Plan.
2	Convert the District's three year work plan into annually updated District-wide business plans to facilitate annual comparison of plan versus actual activity.	Concur	District will accomplish through annual budget process - these annual business plans will tier off of the above referenced integrated, hierarchical planning framework.
3	Adopt consistent terminology throughout all key documents.	Concur	Will be accomplished through development of above referenced hierarchical integrated planning framework.
4	Develop meaningful performance measures, and use them to report District progress towards achieving its goals.	Concur	District is developing performance measures which will be aligned with and incorporated into the integrated, hierarchical planning framework referenced above. Performance measures will be vetted with the District's Board, FOC, AC, stakeholders, and the public. District will research measures used by other land conservation organizations.
5	Begin incorporating long-term transition planning into the District's strategic plan.	Concur	District is working with consultants to determine the appropriate amount for the Stewardship Reserve to cover costs for Stewardship obligations beyond the sunset of Measure F. This work will be completed by January 2016. In addition, the District is developing a long range financial model which incorporates expected changes in staffing and other resource allocations. District will utilize the results of the comprehensive plan development process (to begin in Fall 2014) to inform staff transitioning as needed.

Number	Recommendation	District Response	Status
PLANNING AND PERFORMANCE RECOMMENDATIONS			
6	Seek opportunities to increase understanding of the definition and achievement of public access as it relates to execution of the Expenditure Plan	Concur	District will bring recommended clarifications to initial public access, operations and maintenance policy to Board in Fall 2014, after consideration by the FOC and AC.
7	Finalize development of fee land transfer procedures.	Concur	District will bring recommended procedures to Board as part of Fee Land Strategy Update in Fall 2014, after consideration by the FOC and AC.
8	The Board of Directors should direct District staff to conduct a workshop on the efficiency and effectiveness of conservation easements as a land conservation tool to protect Sonoma County's unique landscapes.	Concur	Current easement language is impact-based and designed to protect taxpayers investment, limit District liability, and enable efficient monitoring. On an ongoing basis, District staff evaluate improvements to conservation easement language and structure based on national standards including those vetted by the Land Trust Alliance and other national land conservation leaders. After bringing the discussion to the FOC and AC, the conservation easement Board workshop is proposed for early 2015.
9	Incorporate clear statistics regarding the District's use of grant funding into regular performance reporting.	Concur	Since 2013, all District grant fund data is managed in a central database. District will further integrate grant funding data in future performance reporting.

Number	Recommendation	District Response	Status
PLANNING AND PERFORMANCE RECOMMENDATIONS			
10	Continue executing plans to provide centralized, flexible support and information dissemination by Conservation Planning Program in support of the District's overall grant application and acquisition efforts.	Concur	In 2012, District developed a database of potential outside funding opportunities and grant-related data for use in funding applications. District will continue to refine this database to identify and apply for funding, and track funds awarded.
11	Ensure future Expenditure Plans provide sufficient detail to guide expenditures and support accountability.	Concur	District will work with Board prior to initiation of any reauthorization effort to address potential changes to Expenditure Plan.



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 37
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors and Board of Commissioners

Board Agenda Date: August 19, 2014

Vote Requirement: No Vote Required

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

Staff Name and Phone Number:

Mark Krug, 565-7509

Supervisorial District(s):

All

Title: Homeless 10-Year Action Plan Update

Recommended Actions:

Accept the Continuum of Care *10-Year Homeless Action Plan: 2014 Plan Update*

Executive Summary:

This item requests acceptance of the Continuum of Care *10-Year Homeless Action Plan: 2014 Plan Update*, which seeks to address issues affecting homeless people in the County. The federal Department of Housing and Urban Development (HUD) requires local communities to organize into "Continuum of Care" systems, which must prepare action plans as a condition of receiving federal homelessness assistance funding. The attached 2014 Update to the local Continuum of Care Homeless Action Plan, which was originally endorsed by your Board in 2007, was developed using improved data collection methods and incorporates related County initiatives, including *Upstream Investments* and *Health Action*, to establish three key strategies to work towards ending homelessness: Housing, Health, and Income.

On March 18, 2014, your Board adopted its annual list of work priorities, which include specific tasks to expand homeless and housing services to be in alignment with the Strategic Plan Goal 1 of promoting safe, healthy, and caring communities. The strategies outlined in the Continuum of Care *10-Year Homeless Action Plan: 2014 Plan Update*, as well as several homeless-related items also before your Board on the August 19th agenda, all serve to meet the Board's priorities to address the issues affecting homeless people within the County. Specifically, presented in other items, are recommendations for the implementation of a pilot project - the Homeless Outreach Team, approval of a scattered site "Safe Parking Program", and one-time direct investment for emergency shelter and housing services through additional funding allocation as well as policy changes that will make ongoing funds available.

Continuum of Care and the 10-Year Homeless Action Plan

Through passage of the McKinney Act in the late 1980's, HUD began providing funding to community-based organizations for homeless services planning and programming. In the late 1990s, HUD initiated the concept of a local "Continuum of Care" system and began requiring that communities organize a

Continuum as a threshold funding requirement. HUD's concept of a local Continuum of Care also included a collaborative planning body.

The building blocks for these new consortia were HUD entitlement jurisdictions, urbanized areas that receive HUD-administered Community Development Block Grant (CDBG) funding annually on a formula basis. The three entitlement jurisdictions in Sonoma County, the City of Santa Rosa, the City of Petaluma, and the "Urban County", which represents the unincorporated areas of the County and the remaining seven incorporated jurisdictions through a long-standing Joint Powers Agreement (JPA), informally joined together in 1997 to create the Sonoma County Continuum of Care (CoC). HUD explicitly empowers and expects the CoC to lead policy and program development around homelessness. While small in terms of what is required to end homelessness in Sonoma County, the Continuum of Care funding stream reliably brings about \$2.7 million annually to the county to address homelessness.

Through Sonoma County CoC, local government, service providers, and community activists approach homelessness and homeless services through a "collective impact" to develop collaborative strategies for reducing homelessness and addressing the needs of many varied homeless sub-populations. The Sonoma County CoC engages more than 160 people from over 50 organizations in collaborative planning and project development and is hosted and supported by the Sonoma County Community Development Commission (CDC). Under a revised written charter adopted by the local collaborative in July 2014, the CoC is governed by a 15-member Continuum of Care Board with representatives from the three HUD entitlement jurisdictions, private funders of homeless services, advocates for homeless people, senior staff from County departments/agencies serving the homeless population, non-profit service agencies serving the homeless population, one or more homeless or formerly homeless persons, and other interested parties.

HUD requires all CoC to develop a local 10-year homeless action plan. The Sonoma County CoC prepared such a plan in 2006 and presented it to your Board in early 2007. Because there have been significant changes since the original plan was developed in 2006, the Sonoma County CoC began updating the plan in 2013.

Four major factors influenced this early update. First, the amount, scope and quality of data on local homelessness have improved vastly. Second, the original plan was developed prior to the Great Recession and thus, homelessness has materially increased and public funding materially decreased since that time, reversing or at least slowing progress that had been made in the Plan's first few years. The loss of affordable housing funding sources coupled with unprecedented low rental housing vacancy rates also rendered some of the Plan's strategies obsolete. Third, passage of the federal Homeless Emergency And Rapid Transition to Housing (HEARTH) Act of 2009 gave rise to the first Federal Strategic Plan to Prevent and End Homelessness, titled *Opening Doors*, in 2010. This plan promulgated national best practices such as the Housing First and Rapid Re-Housing models, as well as the benefits of a Coordinated Intake system, and made new funding available for local communities to build Rapid Re-Housing programs and new capacity building, policy, and program development materials became available from national agencies. To prepare CoCs for the new requirements of HEARTH, HUD encouraged local communities to revise their 10-Year Plans to align with *Opening Doors*.

Lastly, the idea of "collective impact" came to Sonoma County through *Health Action*. The growing support behind the "collective impact" approach led the Sonoma County CoC's leadership to

acknowledge that homeless services had operated in a silo too long, and that homeless services could benefit from aligning with initiatives like *Health Action* and *Upstream Investments*.

2014 Plan Update

While the 2007 Plan was informed by the expertise of the homeless service providers without the availability of reliable data to drive the Plan, the attached 2014 Plan Update was developed using data now available through state-of-the-art Homeless Counts and the HMIS. To help ensure that the update would bring the Plan into alignment with *Upstream Investments* and *Health Action* initiatives, CDC staff worked closely with staff of the County Health and Human Services departments.

The 2014 Plan Update presents demographic data on the 4,280 homeless people found during the January 2013 Count, and identifies continuing challenges, encouraging trends, and the major concerns that inform the Plan Update:

- Sonoma County has a severe shortage of affordable housing;
- Sonoma County's current homeless population has been homeless longer and is more medically compromised than in the past;
- One-third of the homeless population is under the age of 25; and
- The number of homeless veterans remains high.

To address these and other issues affecting homeless people in the County, the Plan Update establishes three key strategies: Housing, Health, and Income. The Plan is now clearly focused on the Housing First model, as academicians, program evaluators, policy makers, and practitioners widely acknowledge that moving homeless people into permanent housing as quickly as possible, with supportive services as needed, is the most cost-effective and successful approach. The Plan substantiates this through the citation of local costs that can be avoided through a housing first approach, such as hospital emergency department costs, jail booking charges, to name a few.

The shortage of affordable housing leads to homeless people who are ready to move into their own housing to instead stay longer in shelters and transitional housing, continuing to use space and services that others need but cannot access. This creates a deceptive appearance that more shelter beds are needed, when the need is actually for more affordable housing. The Plan Update also recognizes that access to integrated health care is essential to stabilizing in housing, just as housing is essential to good health, and that increasing incomes from benefits and/or employment is a crucial component to housing stability.

The 2014 Plan Update quantifies the number of new homeless-dedicated permanent housing units needed countywide (4,128), through new construction (1,404), acquisition and conversion (330), master-leasing (330), or provision of rental assistance (2,064). It estimates that a total of \$557.4 million would be needed to accomplish these numbers, with \$167.2 million estimated to be needed from the ten local jurisdictions to leverage other state and federal subsidies. Notably, the Plan Update does not make any projection of need for short-term emergency measures. With the revised focus on the Housing First model, the Plan Update is housing-centric and delineates the strategies that are intended to resolve homelessness for individuals and reduce the overall incidence rate of homelessness in the County. Emergency measures may still be taken, but they are driven more from a health impact perspective, addressing life-threatening situations where they are found, yet not contributing to the

ultimate resolution of homelessness.

The data and figures in the Plan Update may result in “sticker shock” for local officials who are working in the post-redevelopment environment with decimated levels of affordable housing funds available. The resources that are currently available are insufficient to meet the full identified need in the near-term. Despite this fact, and perhaps more importantly because of this fact, the Plan’s baseline data, focus on resolving homelessness rather than simply providing services to homeless people, and orientation towards collective impact by aligning its strategies with other countywide initiatives, will provide a useful tool through which future investment of limited public resources to address homeless issues can be assessed and prioritized.

The CoC’s 2014 Plan Update is presented to your Board for acceptance through this agenda item. The Update was presented to the CDC’s main advisory committee, the Community Development Committee, on August 12, and will also be similarly presented to the other two HUD entitlement jurisdictions in Sonoma County, the cities of Petaluma and Santa Rosa, likely in September. The CoC is also able to provide presentations on the Plan to other stakeholder groups as requested.

Prior Board Actions:

02/27/07 – Board endorsed *A Roof Over Every Head: Sonoma County’s Ten-Year Homeless Action Plan*.

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

Providing coordinated services to homeless residents of the County will enhance their health and safety.

Fiscal Summary - FY 14-15

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

Narrative Explanation of Fiscal Impacts (If Required):

No fiscal impact as the Board is only asked to accept the Continuum of Care’s 10-year Action Plan Update.

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:			
<i>Continuum of Care's 10-year Homeless Action Plan: 2014 Plan Update</i>			
Related Items "On File" with the Clerk of the Board:			
None.			

**Sonoma County Continuum of Care
10-Year Homeless Action Plan**

2014 Plan Update





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1 Executive Summary

The Sonoma County Continuum of Care (CoC) provides a “collective impact” infrastructure for planning and action towards ending homelessness in Sonoma County. Three U.S. Department of Housing and Urban Development (HUD) entitlement jurisdictions—the City of Santa Rosa, the City of Petaluma, and the “Urban County” (comprised of the unincorporated County and seven smaller cities)—jointly convened the CoC in 1997. The CoC functions as a “joint powers” collaborative, with the Sonoma County Community Development Commission (SCCDC) as lead agency.

Since the Sonoma County CoC adopted its 10-Year Homeless Action Plan in 2007, there have been enormous changes that led to this Plan Update: 1) the Great Recession reversed much of the progress made in the Plan’s first few years; 2) the depressed housing industry and loss of affordable housing funding sources rendered some of the Plan’s strategies obsolete; 3) the Homeless Emergency And Rapid Transition to Housing (HEARTH) Act of 2009 gave rise to the first Federal Strategic Plan to Prevent and End Homelessness; and 4) aligning the 10-Year Plan with the Upstream and Health Action “collective impact” efforts had become a high priority.

HOMELESSNESS IN SONOMA COUNTY

Homelessness is a dire and growing problem in Sonoma County: 4,280 homeless people were counted on a single night in January 2013, and about 9,749 residents experience homelessness every year—2% of Sonoma County’s overall population. This yields a regional homelessness rate that is almost four times the national rate. The vast majority of local homeless persons are single adults, but there are beds for fewer than 1 in 4.

Currently, Sonoma County’s homeless population has been homeless longer and is more medically compromised than in the past. One-third of the homeless population is under the age of 25, and despite significant investments in the past 7 years, the number of homeless veterans remains high.

Sonoma County’s high rate of homelessness has emerged against the background of a severe shortage of affordable housing. By every measure, Sonoma County is one of the nation’s least affordable housing markets. Recent trends have created new obstacles to homeless persons who seek to re-enter housing.

HOUSING + HEALTH + INCOME: KEY GOALS

This Plan Update challenges our community to ensure that all Sonoma County residents have an opportunity to access the building blocks that make up the Plan’s key goals: Housing + Health + Income.

1. HOUSING: Increase permanent affordable housing to meet the need—4,128 units

Ending homelessness in Sonoma County requires 1,015 affordable housing units for extremely low income households; Rapid Re-Housing assistance for 959 households; and 2,154 units of Permanent Supportive Housing. Aligning with national research and practice, the CoC prefers a “Housing First” approach that eliminates barriers or conditions to housing, while providing services to stabilize homeless people.

2. HEALTH: Ensure access to integrated health care

Ending homelessness requires enrolling the vast majority of homeless persons in health coverage and establishing healthcare homes. Partnerships with clinics and County Departments of Health Services and Human Services are essential to ensure that homeless persons may access primary and behavioral health care.

3. INCOME: Increase incomes

Ending homelessness will require a two-pronged income initiative to address the vast majority of homeless adults who have no income. The **Work Readiness Initiative** will develop pathways to earned income for approximately half of homeless adults who can work. This collaborative Initiative will expand pre-employment soft-skills preparation and training in homeless services settings, with the goal of connecting participants to existing County services and employment. Half of all homeless adults are disabled: a **Disability Income Initiative** will convene the many partners providing benefits advocacy, to create the necessary capacity to garner them benefits. This Initiative will use national best practices to prepare the strongest possible initial applications, increasing successful first-time claims from 15% to well over half of applications.

CREATING THE CONDITIONS TO END HOMELESSNESS

This Plan Update notes policy changes that could more quickly expand affordable housing, such as preferences or quotas in Housing Authority policies; public financing strategies; and converting existing large facilities to housing. It also summarizes activities needed to build nonprofit agency capacity to manage a much larger housing inventory. It focuses on evidence-informed, cost-effective interventions; putting housing best practices onto the Upstream Portfolio; and utilizing new opportunities presented by the Affordable Care Act.

Sonoma County's Coordinated Intake Project will soon launch a "no-wrong-door," single point of entry that will serve the most vulnerable people first. Services will be targeted more accurately to hasten the resolution of housing crises. State of the art system entry will require expansion of street outreach and homeless prevention services—and engaging institutional partners to divert people from homelessness on exit.

This Plan Update focuses on what is needed to *end* homelessness, not manage it. It proposes a \$557.4 million investment in housing construction (including less costly conversions of existing large facilities), requiring a local construction investment of \$167.2 million. Housing operations, rental subsidies and the income initiatives will require another \$23 million annually. Appendices include detailed descriptions of how housing needs were estimated, housing cost estimates with resource development options, and a listing of proposed action steps.

Importantly, despite the great need, this Plan Update makes no projection of need for short-term emergency housing, winter shelter or other emergency efforts. Rather, it proposes evaluation of the many creative and promising emergency health strategies and homelessness prevention models, to identify the most cost-effective set of short-term interventions, in the context of the need for permanent affordable housing.

If a full commitment can be made to creating the necessary housing and services to end homelessness, community leaders will have the satisfaction of moving beyond expensive emergency measures. They will have the pleasure of knowing they made a real impact on an urgent issue that challenges the dignity of us all.



2 Introduction

THE SONOMA COUNTY CONTINUUM OF CARE

The Sonoma County Continuum of Care (CoC) is a public/private partnership that brings together local government, service providers, and community activists to develop collaborative strategies for reducing homelessness. The CoC provides a “collective impact” infrastructure for collaborative planning and action to end homelessness.

The term "Continuum of Care" also refers to a funding stream from the federal Department of Housing and Urban Development (HUD), dedicated to services and housing to end homelessness. The local CoC planning process is required in order to access those funds. While small in terms of what is required to end homelessness in Sonoma County, the Continuum of Care funding stream reliably brings about \$2.6 million annually to the county to address homelessness. Local Continua of Care are designated by federal and state funders as **the central planning body for ending homelessness**.

The three HUD entitlement jurisdictions in Sonoma County (the “Urban County,” the City of Santa Rosa, and the City of Petaluma) joined together informally in 1997 to create the Sonoma County Continuum of Care, with the Sonoma County Community Development Commission (SCCDC) lending staff for administrative support. In 2003, these partners began jointly funding a contractor to coordinate the growing CoC planning process and produce the required collaborative funding application. The Continuum of Care now engages more than 160 people from over 50 organizations in collaborative planning and project development, hosted by the SCCDC. Increasing local and federal reliance on the CoC to lead policy development around homelessness (not to mention the need to retain competitiveness for funding) have required increased staffing; therefore, the Coordinator function was recently combined with other funds to create a regular position housed within SCCDC, dedicated largely to the Continuum of Care.

SCCDC is named as the CoC’s lead agency for purposes of a collaborative application, but the CoC functions as a “joint powers collaborative” with funding from all three jurisdictions, and SCCDC contributing staffing, data management, and other services. SCCDC also receives direct HUD funding for several CoC Rental Assistance projects operated by the Sonoma County Housing Authority, a small grant to support CoC Coordination, and pass-through funding for a Coordinated Intake system for homeless services, to be launched October 2014.

Recent changes to the CoC funding stream have required this collaborative to become more formalized, for example to adopt a written charter. Under this charter, the CoC is governed by a 15-member Continuum of Care

Board with representatives from the three HUD entitlement jurisdictions, private funders of homeless services, advocates for homeless people, consumers of homeless services, County agencies serving the homeless population, non-profit service agencies serving the homeless population, and other interested parties.

THE 10-YEAR HOMELESS ACTION PLAN

Spurred by national planning models and the drive to remain competitive for CoC funds, the Sonoma County CoC adopted its first 10-Year Homeless Action Plan in early 2007. The Plan was subsequently endorsed by the Sonoma County Board of Supervisors. Over the ensuing 5 years, the CoC developed much improved data on the extent and variety of local homelessness. Some of the Plan's efforts were enormously successful, such as the vigorous effort to document and end veteran homelessness that led to the launch of Sonoma County Vet Connect (2008), hundreds of new housing units dedicated to homeless veterans, and the Sonoma County Housing Veterans Campaign launched in 2013.ⁱ Sonoma County's accomplishments in documenting homeless youth now serve as a national model. Each year the CoC Coordinator catalogued and reported on progress towards 10-Year Plan goals.ⁱⁱ

Numerous factors led to a decision to review and update the 10-Year Plan in FY 2013-14:

- The extended economic impacts of the deepest economic downturn since the Great Depression reversed much of the progress that had been made since 2007. By 2011, Sonoma County's state-of-the-art Homeless Count confirmed that homelessness had grown by more than 25%: more than 4,500 people were homeless in Sonoma County on any given night.
- The extended slump in the housing industry and the loss of a key affordable housing funding source through the dismantling of Redevelopment agencies, together rendered obsolete some of the initial 10-Year Plan's key strategies, and created new challenges to addressing increased homelessness.
- Passage of the Homeless Emergency And Rapid Transition to Housing (HEARTH) Act of 2009 gave rise to the first Federal Strategic Plan to Prevent and End Homelessness, titled *Opening Doors*, in 2010. This plan promulgated national best practices such as the Housing First and Rapid Re-Housing models, as well as the benefits of a Coordinated Intake system. The HEARTH Act made new funding available for local communities to build Rapid Re-Housing programs and a vast amount of capacity building, policy and program development materials became available from national agencies. To prepare CoCs for the new requirements of HEARTH, HUD encouraged local communities to revise their 10-Year Plans to align with *Opening Doors*.
- The idea of "collective impact" came to Sonoma County through Health Action, a framework which establishes the vision and plans to be the healthiest county in the state, focusing on fundamental drivers of health, including economic security and educational attainment. The County's new Upstream Investments Initiative aimed at supporting evidence-informed and prevention-focused interventions to meet the County's strategic goals. These efforts led the CoC's leadership to acknowledge that homeless services had operated in a silo too long. The evidence-based collective impact approach could benefit homeless services, and aligning with Upstream and Health Action emerged as a high priority for the CoC.

DEVELOPMENT OF THIS 10-YEAR PLAN UPDATE

The 2007 Homeless Action Plan was driven by the expertise of providers—with all the strengths and weaknesses of that approach. At that time the CoC did not yet have reliable data to drive the Plan; indeed, development of state-of-the-art Homeless Counts and a Homeless Management Information System (HMIS) were key Plan goals and one of the areas in which the CoC performed most successfully against its goals. The 2014 Plan Update builds on this success.

In May 2013, the CoC convened a group of respected leaders to review the 2013 Homeless Count data and structure the Plan Update. These included:

- Community Foundation Sonoma County: Robert Judd (Vice President for Programs, now retired)
- Sonoma County Community Development Commission: Mark Krug (Community Development Manager)
- Sonoma County Department of Health Services: Peter Rumble (then Division Director for Health Policy, Planning and Evaluation) and Jen Lewis (Health Action Program Manager)
- Sonoma County Human Services Department: Karen Fies (Assistant Director)

The 10-Year Plan Update was staffed by CoC Coordinator, Jenny Abramson and HMIS Coordinator, Teddie Pierce.

This multi-agency planning group met approximately monthly between May and December 2013 to evaluate the needs of the homeless population per the 2013 Homeless Count, and to shape the structure, messages, and key goals and strategies of the Plan. Once this leadership group established the structure and key goals, public input was solicited over a 10-week period from October 1 through December 10, 2013. Input was gathered from approximately 70 individuals in meetings, interviews, and via on-line surveys. The 10-Year Plan leadership reconvened in December to structure the enormous amount of material received into a streamlined and prioritized report.

Work on the 10-Year Plan Update was interrupted by winter emergency activities and the implementation of the 100,000 Homes Campaign's Vulnerability Registry in April 2014. These activities, and the needs identified by advocates and elected officials, also informed the final drafting of the 10-Year Plan Update.

Communities across the country have made enormous inroads towards actually *ending* homelessness, and the Sonoma County CoC posits that it must be possible to reverse the trend, even in one of the nation's most expensive housing markets. This Plan challenges our community to ensure Sonoma County's least fortunate have an opportunity to access the key building blocks that make up this Plan's goals: **Housing + Health + Income**. If a full commitment can be made to creating the necessary housing and services to end homelessness, community leaders will have the satisfaction of moving beyond expensive emergency measures. They will have the pleasure of knowing they have made a real difference on an urgent local issue that challenges the dignity of us all.



3 Homelessness in Sonoma County

4,280 homeless people were counted on a single night in January 2013, all of them meeting the narrowest federal definition of homelessness — sleeping in a place not meant for human habitation, or in emergency or transitional housing for homeless people. Based on the length of time and number of times that randomly selected respondents had been homeless, it is estimated that 9,749 residents experience homelessness over the course of a year—2% of Sonoma County’s overall population of 484,102 people.ⁱⁱⁱ This yields a regional rate of homelessness per 1,000 residents (7.7) that is almost four times the national rate.

✦ **The great majority (83%) of Sonoma County’s homeless population is comprised of single adults.**

On any given night, family households represent 11% of the homeless population, and unaccompanied minors account for 6%.

✦ **77% of the homeless population is unsheltered.** Almost all homeless families were sheltered on the night of the last point-in-time Count, but 84% of homeless single adults, and 98% of homeless teenagers under the age of 18, had nowhere to stay.

✦ In 2013, more than half of homeless survey respondents had been **homeless for more than a year**. In 2014, surveys conducted among *unsheltered* homeless persons revealed that two-thirds had been homeless for more than 2 years; nearly 1 in 4 had been homeless for more than a year. Almost half of these were unknown to the local homeless system of care. -

✦ About **2/3 of survey respondents reported major health conditions**.

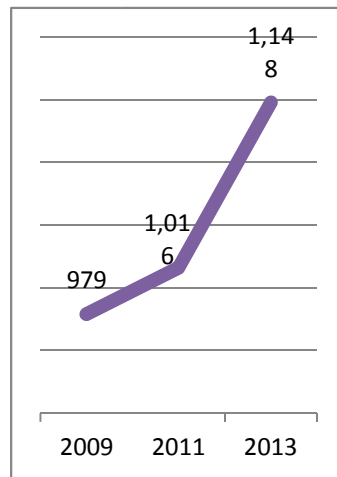
Homeless services providers must address many challenging special needs, including multiple disabilities, multiple generations of homelessness, homeless seniors, runaway youth, and returning veterans. -

CHRONICALLY HOMELESS PERSONS

Chronically homeless people are severely underserved in Sonoma County.

✦ 1,148 chronically homeless persons were found: adults who have disabilities and have been homeless for more than a year, or have experienced at least four episodes of homelessness in the past three years. **This number has risen with each homeless census since 2009.**

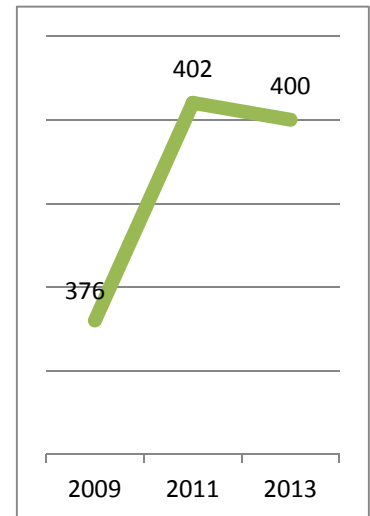
✦ **Chronically homeless people make up nearly one-third of the unsheltered population.** Only 1 out of every 6 reports staying in emergency shelters. -



HOMELESS VETERANS -

400 veterans were found during the 2013 Count. This number has remained high despite well over 200 Veteran-dedicated beds added to our system since 2007. Veterans are overwhelmingly unsheltered: 4 out of every 5 homeless veterans are living outside.

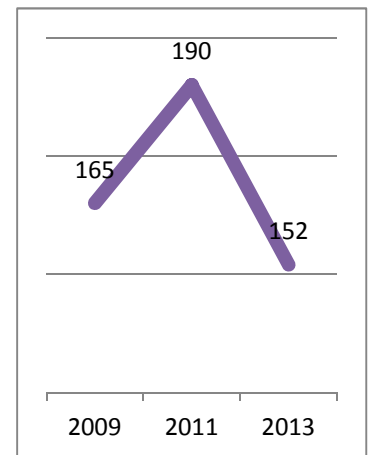
- ✦ In 2013, there was a significant increase in the number of young, recently returned veterans.
- ✦ More than half of homeless veterans were chronically homeless (210 persons).



FAMILIES WITH CHILDREN

The number of homeless families with children dropped 20% from 2011 and below the number found in 2009, due to diversion of families from shelter waitlists, and new Rapid Re-Housing resources.

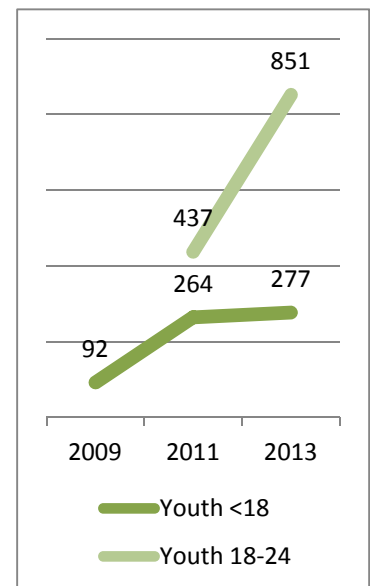
The 152 families found in 2013 had 451 family members, and were 89% sheltered. Overall, Hispanics are under-represented in Sonoma County’s homeless population, but 40% of the homeless families served at the county’s main family shelter are Hispanic.

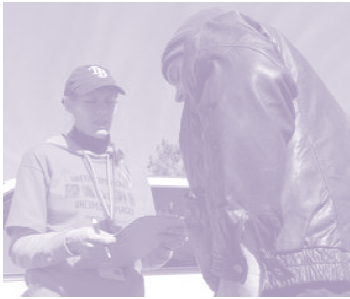


YOUTH

One-third of those counted were **under the age of 25**.

- ✦ Partners in the Youth Count have improved their methodology and expanded the territory covered each year since 2009. The increases shown here are due to a change in federal methodology for counting homeless youth, rather than more numerous homeless youth. (Had all the current methods used to count youth ages 18-24 been used in 2011, the number would have been significantly higher in 2011 than in 2013.)

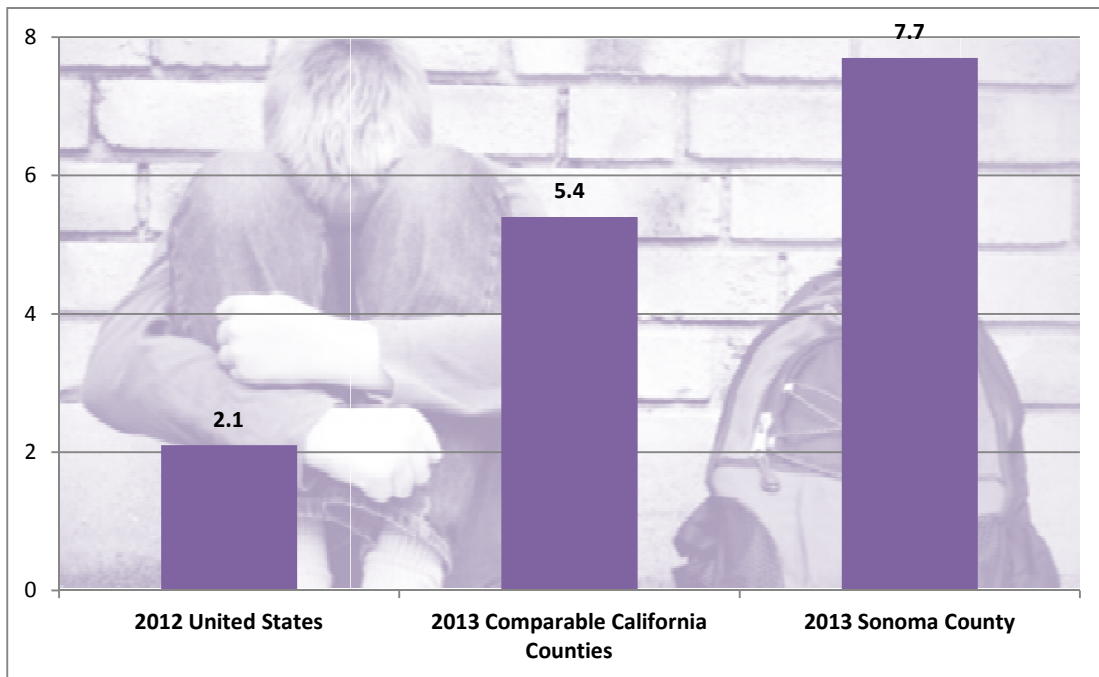




4 Maps and Data From the 2013 Sonoma County Homeless Count

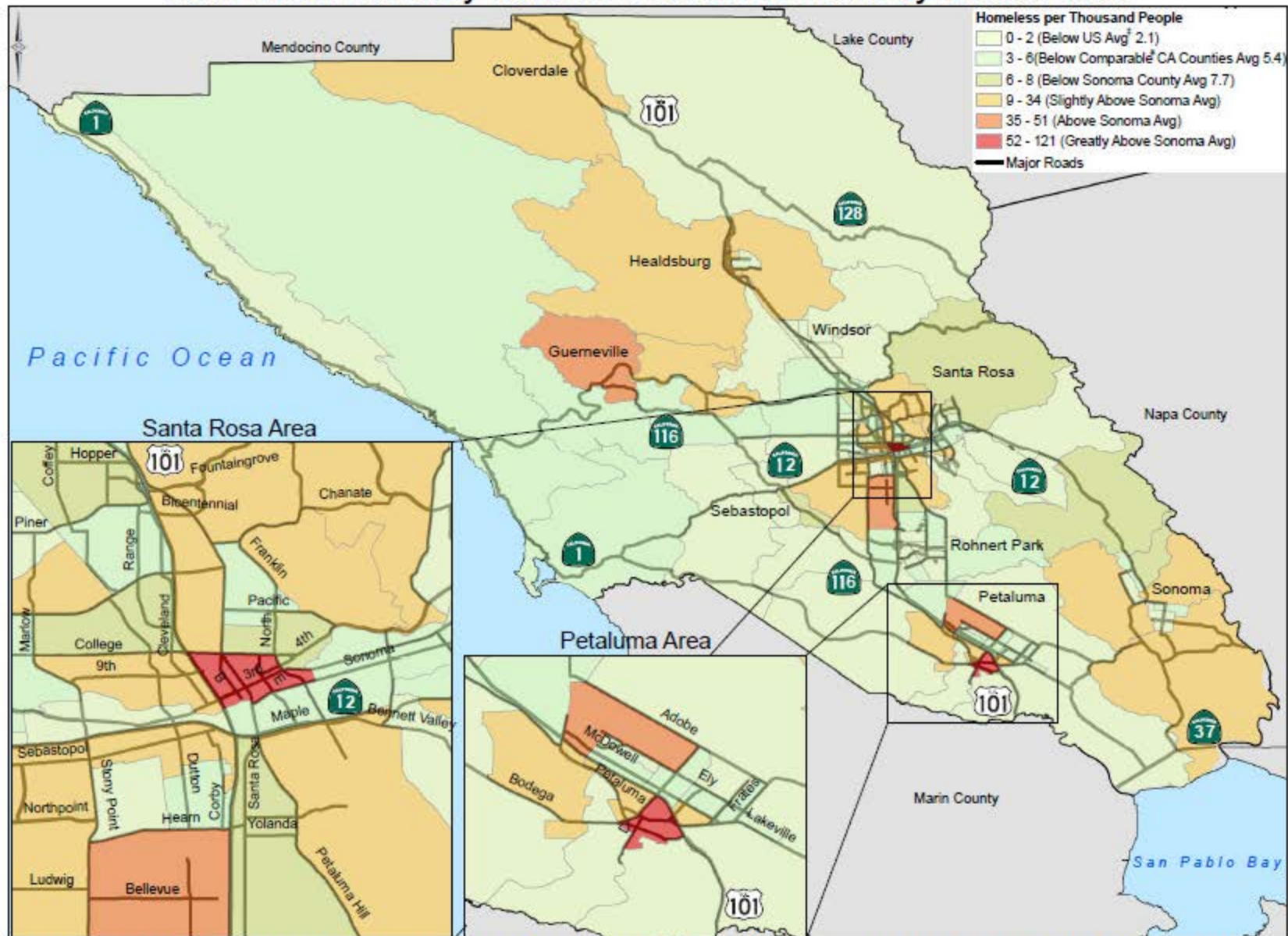
The maps on the following pages show where homeless people were living during the 2013 Count. The Sonoma County rate of homelessness (7.7 per 1,000 residents) is both well above the US average and **above the average for California counties using the same count methodology** (5.4 per 1,000). The map on page 10 shows all homeless persons (both sheltered and unsheltered), therefore the “hot spots” often indicate shelter locations. The map on page 11 shows the distribution of the *unsheltered* population. The data illustrated in these maps is consistent with the *Portrait of Sonoma County* needs assessment, released in May 2014, which includes in-depth analyses of disparities in health, education and income across neighborhoods and along the lines of race, ethnicity, and gender in Sonoma County.^{iv}

As the map of the total homeless population (both sheltered and unsheltered) shows, there is a concentration of homeless persons in communities with shelters. The map of unsheltered persons indicates higher concentrations of unsheltered persons not just in communities with services, but also in unincorporated areas on the *outskirts* of Healdsburg, Petaluma, and Santa Rosa—and in the lower Russian River area. These outlying areas may be preferred for people living outside due to privacy concerns or less law enforcement.



Data Sources: 2013 Sonoma County Homeless Point-In-Time Census & Survey, National Alliance to End Homelessness “The State of Homelessness in America 2012,” Community Development Commission Ad Hoc Report “Comparative CA PIT Counts 2012,” 2007-2012 Census ACS 5-year estimates.

2013 Sonoma County Homeless Count: Homeless by Census Tract

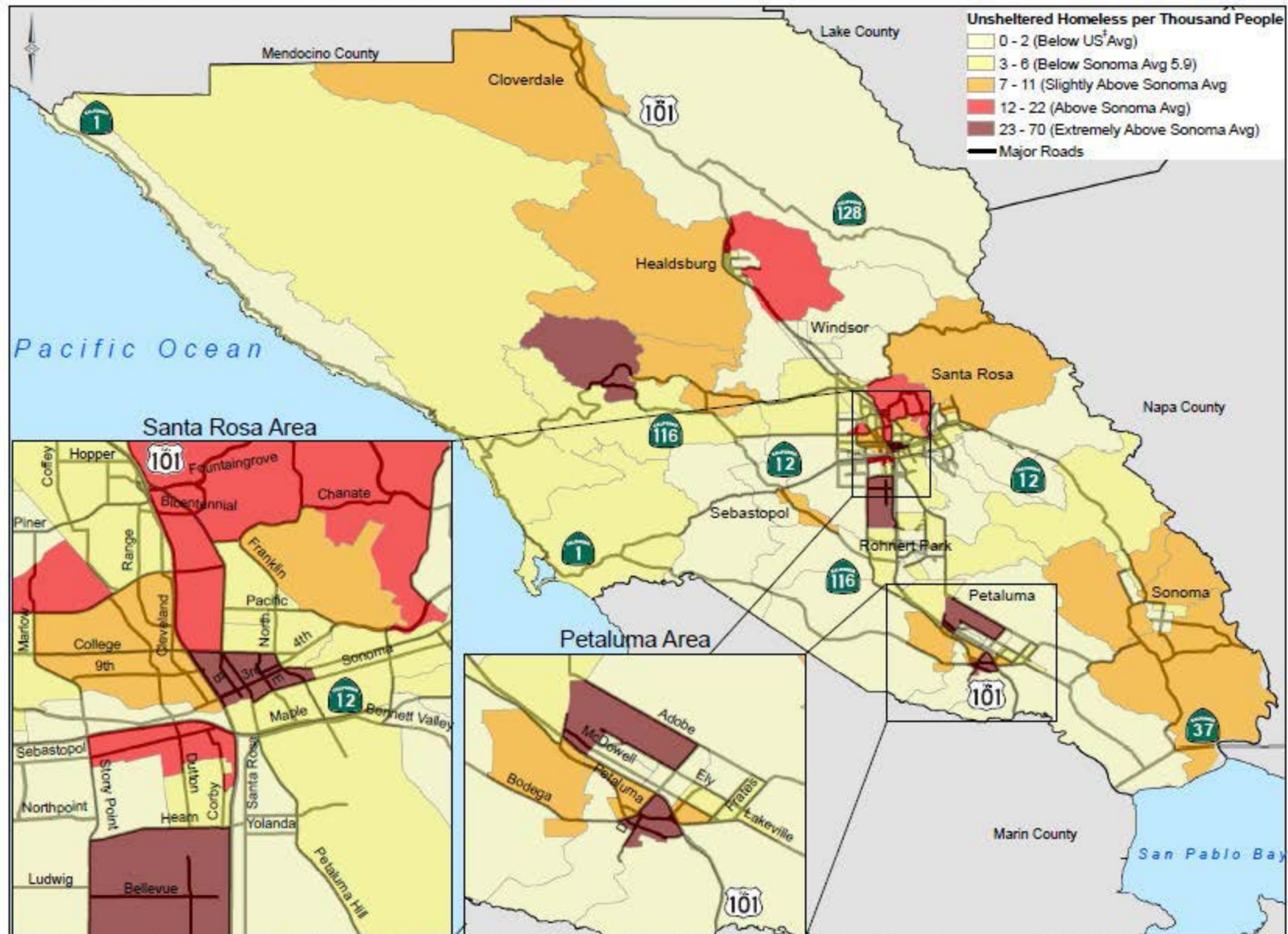


Created by George Malachowski, HSD, 707.565.5815, 3/4/13. Homeless Data from 2013 Sonoma County Homeless Count. Population data from 2007-12 ACS 5-year estimates.

[‡] US average from the National Alliance to End Homelessness, "The State of Homelessness in America 2012," www.endhomelessness.org.

[†] Comparable counties used similar count methodologies and include: Santa Clara, San Francisco, Monterey, San Benito, Santa Cruz, Anaheim, Orange, and Riverside counties.

2013 Sonoma County Homeless Count: Unsheltered Homeless by Census Tract



Created by George Malachowski, HSD, 707.565.5815, 3/4/14. Homeless Data from 2013 Sonoma County Homeless Count. Population data from 2007-12 ACS 5-year estimates, available at www.census.gov. ‡ US average from the National Alliance to End Homelessness, "The State of Homelessness in America 2012," www.endhomelessness.org.



5 Continuing Challenges & Encouraging Trends

Over 35 years, the nonprofit housing and service agencies, the County departments and agencies delivering health care, social services and housing, the cities of Santa Rosa and Petaluma, and increasingly other cities, have built a homeless assistance network comprised of over 50 housing and service programs. In 2013, Sonoma County providers helped 751 people to exit homelessness to permanent housing, and the point-in-time number of homeless families with children dropped by 20% to 152 families (from 190 in 2011). According to the 2014 Homeless Housing Inventory (submitted annually to HUD), Sonoma County homeless service providers currently offer:

	Single Adults	Families	Unaccompanied Minors
Emergency Shelter	355 beds	43 units	6 beds
Transitional Housing	189 beds	61 units	
Permanent Housing:	542 units	177 units	
Rapid Re-Housing (time-limited supports)	30 units	67 units	
Permanent Supportive Housing (services for as long as needed)	512 units	110 units	

Those homeless persons who are able to access homeless housing receive effective services such as case management; health, mental health and substance abuse treatment; life skills training; transportation; child care; employment services; and many other resources including placement in permanent housing.

But the situation is dire: The system-wide coordination that might prevent more than 300 people from becoming homeless every month does not yet exist. Those on shelter waitlists must wait at least 6 weeks to get in. They must call daily to retain their place on the waiting list, leaving many homeless persons with disabilities living outside the longest.*

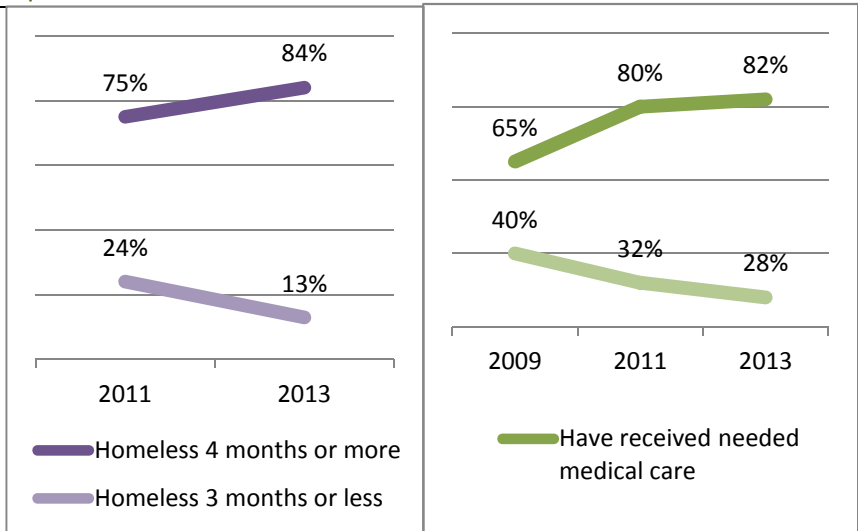
A large population of disabled single adults is living outside; five times the size of the sheltered population. The vast majority of homeless teens are living outside as well, since beds for unaccompanied minors are only adequate for about 2% of the homeless teen population. Once housed through the existing system of care, more than 20% of single adults and 6% of families with children, return to homelessness within a year.

The homeless population found in 2013 has been homeless longer and is more medically compromised than in past studies. The number of people who are newly homeless (up to 90 days) has dropped, but the number of people who have been homeless 4 months or more has increased.

* Rates of new homelessness come from the 2013 homeless survey; these are corroborated by the number of new records of clients seeking services, in the local Homeless Management Information System. The length of shelter waiting lists is in part due to regulations requiring shelters to admit people on a “first-come, first served” basis. The appearance of fairness is deceptive, as requirements to retain one’s place on a waiting list require a high level of functionality, and therefore the shelter population is skewed to the persons who need shelters the least.

10-Year Homeless Action Plan—2014 Plan Update

The percentage of homeless persons who use hospital Emergency Rooms as a usual source of care has dropped steadily since 2009. The percentage who have been able to receive needed medical care has increased: 51% now report receiving health care at community clinics. But 28% still use the Emergency Room for usual care, and 35% have been to an Emergency Room in the past 3 months.

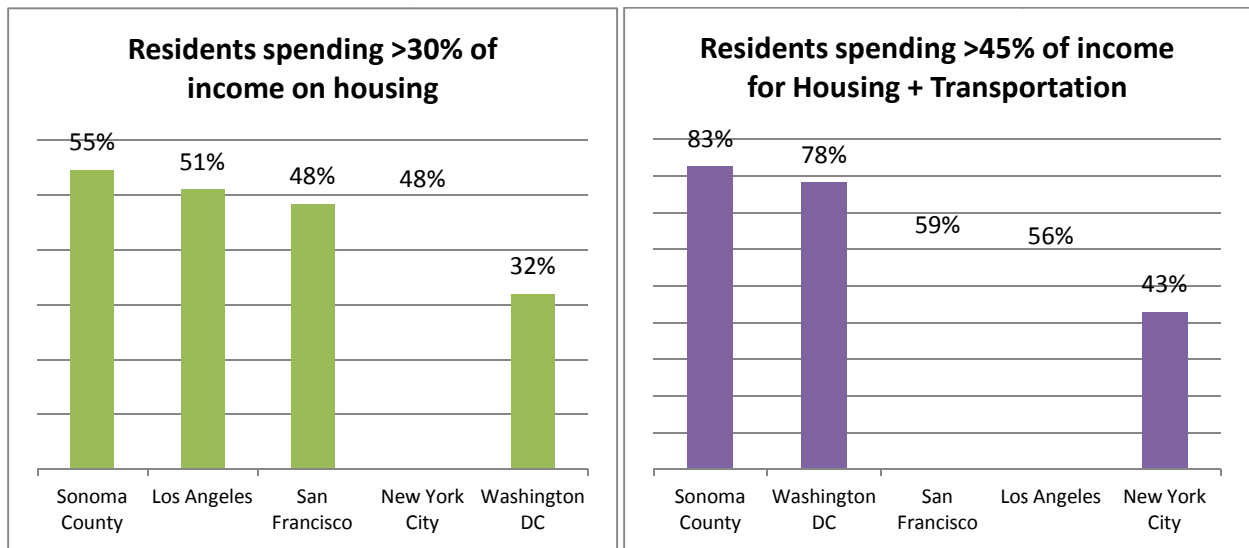




6 Major Concerns That Inform the 10-Year Plan

☀ Sonoma County has a severe shortage of affordable housing.

More than half of Sonoma County households spend more than 30% of their income on housing—the national benchmark of housing affordability. Nearly 83% spend more than 45% of their income on housing and transportation combined, a new affordability measure promulgated by the Center for Neighborhood Technology.^v These figures confirm that Sonoma County is one of the nation’s least affordable housing markets:



Spending on Housing and Transportation in High-Cost Markets, 2011 (<http://htaindex.cnt.org>).

A lack of high-density housing, limited public transportation, flood zones, steep slopes, environmental protection, neighborhood concerns, cost, and the decimation of funding sources for affordable housing such as the dismantling of Redevelopment, all present barriers to developing new affordable housing. In this environment of scarce resources and low vacancy, the challenges of expanding permanent housing options for homeless people, necessitate **evidence-informed strategies** that deliver the needed outcomes for the least cost.

The shortage of affordable housing creates a bottleneck: homeless persons living in shelters who are ready to move into their own housing are forced to stay in the shelter because they cannot find vacant housing they can afford. As long as they remain in a shelter they no longer require, they use space and services that others desperately need, but cannot access. This creates a deceptive appearance that more shelter beds are needed, when in fact **the need is for affordable housing**.

☀ Sonoma County’s current homeless population has been homeless longer, and is more medically compromised, than in the past.

Two-thirds of the homeless population experienced one or more serious medical conditions, and/or conditions that are considered disabling by federal agencies. Many report the “vulnerability” risk factors that most commonly lead to death on the street (homeless for more than 6 months and experiencing a range of serious medical conditions—or simply being over the age of 60). This medically compromised population accounts for untold expense in the County Jail (at \$340 per booking) and hospital emergency rooms (at about \$4,500 per visit), compared to the cost of permanent housing (\$31 per night).^{vi} There is a great unmet need for integrated health care, including substance abuse and mental health treatment, plus ongoing services in permanent supportive housing.

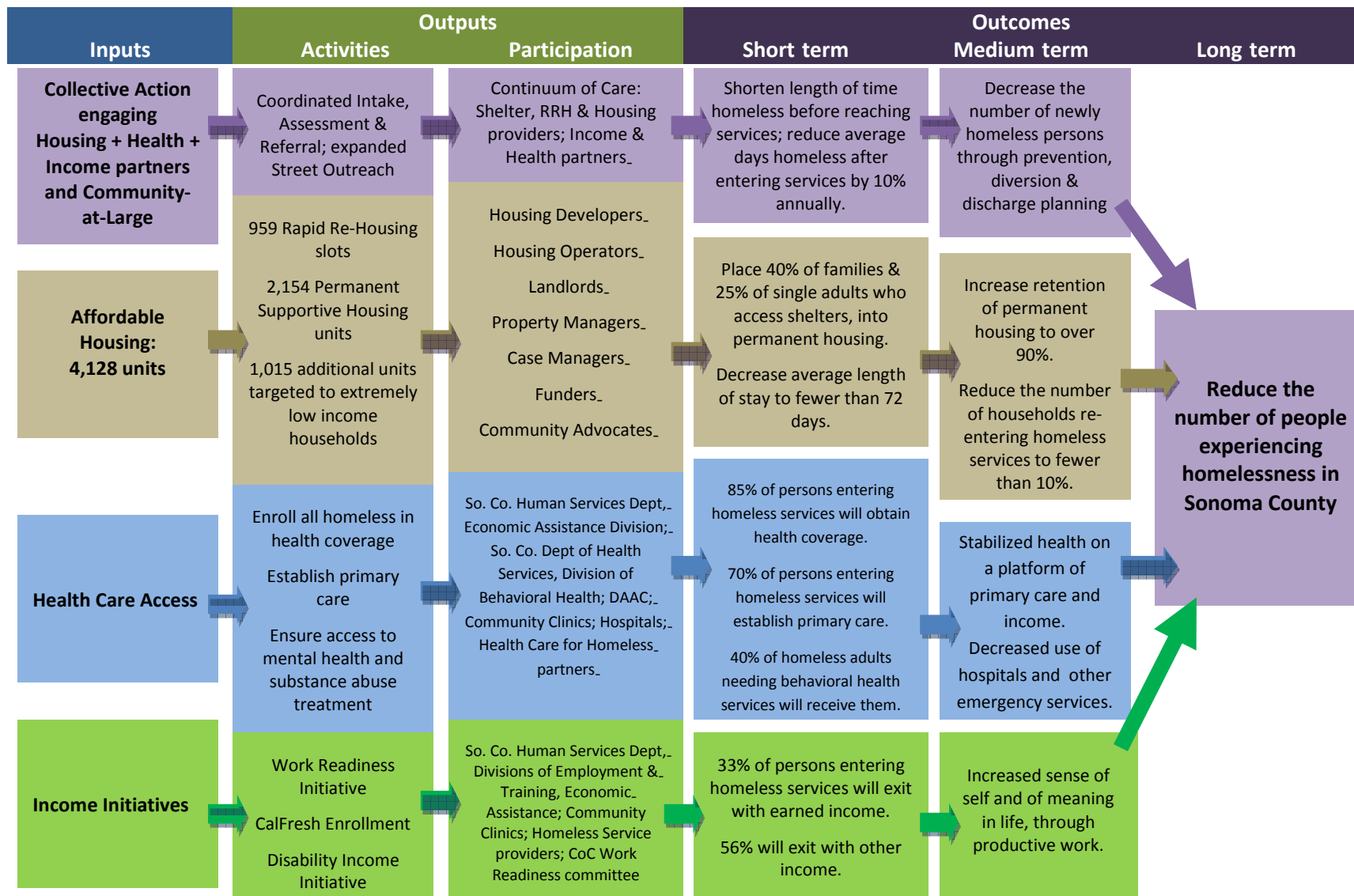
☀ One-third of the homeless population is under the age of 25.

These include unaccompanied teens, youth ages 18-24, young parents (18-24), and children who are homeless with their parents—more than 1,400 persons under the age of 25. Homeless youth are more multi-ethnic than the overall homeless population and more often identify as gay, lesbian or bisexual. 20% have been in foster care; 13% had homeless parents. Nearly 40% have not finished high school.

☀ The number of homeless veterans remains high.

400 homeless veterans were found in 2013, nearly the same number as in 2011—likely due to an increased number of newly returned veterans, and a need for more extensive outreach to the veterans who have lived outside the longest. Over half of the homeless veterans had the combination of disabilities and lengthy periods of homelessness that define chronic homelessness; the vast majority is unsheltered.

7 Logic Model



Until needed housing exists, prioritize those with most vulnerable health for shelter/permanent housing with a Housing First approach. **External Factors** include success of capacity expansion, and funding availability: \$167.2 million local investment needed to leverage balance of construction funding; \$23 million annually needed for housing operations, rental assistance, work readiness & benefits advocacy initiatives. Consider policies to facilitate housing creation during the lag to site/develop/build housing.



8 Three Key Strategies: Housing + Health + Income

Consistent with Sonoma County’s commitment to upstream interventions, all county health and social service programs should be engaged in a **common preventive framework**. Upstream principles apply at every point in the spectrum from housing crisis to housing stability:

- ✦ Diverting those at imminent risk of homelessness from entering shelters—including data-informed targeting and bundling of services to stop the flow of new people into homelessness;
- ✦ Intervening to resolve homeless episodes before people become acculturated to living without a roof; and
- ✦ Avoiding high criminal justice and hospital costs, and preventable homeless deaths, with appropriate housing and services.

Homelessness is a complex issue involving loss of income, loss of housing, and loss of health. Ending homelessness is equally complex, requiring three key and interconnected strategies:

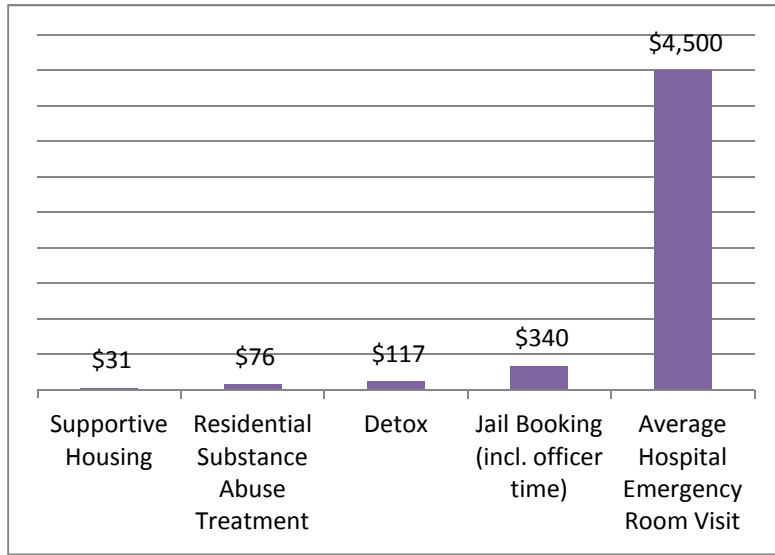
1. INCREASE PERMANENT AFFORDABLE HOUSING TO MEET THE NEED

Housing is an upstream investment that is crucial to health, healing and stabilization, endorsed by the County of Sonoma through the Health Action goal of “designing & promoting affordable, accessible, safe and healthy housing.” In alignment with national research and practice, the preferred strategy is a “Housing First” approach that quickens the pace of placement and eliminates any barriers or conditions to housing while providing the critical services needed to stabilize homeless people in housing.^{vii}

Ending homelessness in Sonoma County will require 4,128 permanent housing units.*

- ✦ **1,015 affordable housing units targeted to people with extremely low incomes** (below 30% of the Area Median Income). These will serve the highest-functioning population of homeless persons who require little support to obtain or retain housing.
- ✦ **Rapid Re-Housing (RRH) assistance for 959 households:** RRH provides flexible, time-limited rental assistance and case management in existing rental housing, cost-effectively serving persons with few-to-moderate barriers to housing. RRH ends homelessness more quickly, with more long-term stability, and at a lower cost than the familiar shelter-and-transitional-housing route. At the federal level, it is the preferred strategy to end family homelessness, and is being used nationwide as the preferred first intervention.

* A detailed explanation of housing need calculations appears in Appendix A.



Cost Per Person Per Day, Sonoma County 2014.

☀ **2,154 units of Permanent Supportive Housing (PSH):** Provided either in existing rental housing or in dedicated facilities, permanent supportive housing is an evidence-based practice that is crucial to ending chronic homelessness and per day, costs half the per day costs of residential substance abuse treatment, less than 1/10th the per day cost of jail booking, and well under 1/100th the per day cost of an emergency room visit (see chart at left).

While Rapid Re-Housing depends on existing rental housing, affordable housing units and permanent supportive housing can be delivered in a range of ways: rental assistance, master-leasing of existing housing, new housing construction, or conversion of existing facilities such as hospitals, motels or nursing homes.

Approximately 270 units should be targeted to youth under age 25. These units must offer age-appropriate services addressing the developmental needs of both unaccompanied minors (ages 12-17) and transition-aged youth (18-24). The 68 beds planned at SAY’s Dream Center will make a big contribution to addressing this need, but will address only one-quarter of the youth-specific need.

Expanding homeless-dedicated housing will require ongoing public education. Community members need to learn that strategies exist to successfully reduce homelessness. This will increase acceptance and support for these strategies. Public and private funders must be convinced to tackle the necessary capacity building. The community at large, landlords, and property managers must be engaged in a broad effort to build a healthy community in which residents have adequate housing and the resources to make ends meet.

2. ENSURE ACCESS TO INTEGRATED HEALTH CARE

A medical home and integrated health care is essential to stabilizing in housing, as housing is essential to health. The advent of the Affordable Care Act, Medi-Cal expansion, and “Parity” (the inclusion as essential covered benefits) of mental health and substance abuse treatment offer a fundamental opportunity to address health needs that constitute one of the primary causes of homelessness and an enormous challenge to the public health. Access to health care is a critical component to increasing income and achieving stable housing.

Twenty-four percent (24%) of respondents to the Vulnerability Surveys conducted in April 2014, indicated they had no health care coverage. Many of those who had been transitioned to Medi-Cal from the County Medical Services Program were unaware that this change had occurred. The Continuum of Care and its homeless service agencies must partner ever more closely with Federally Qualified Health Clinics and the County Departments of Health Services and Human Services to **enroll 100% of homeless persons in health coverage, establish primary**

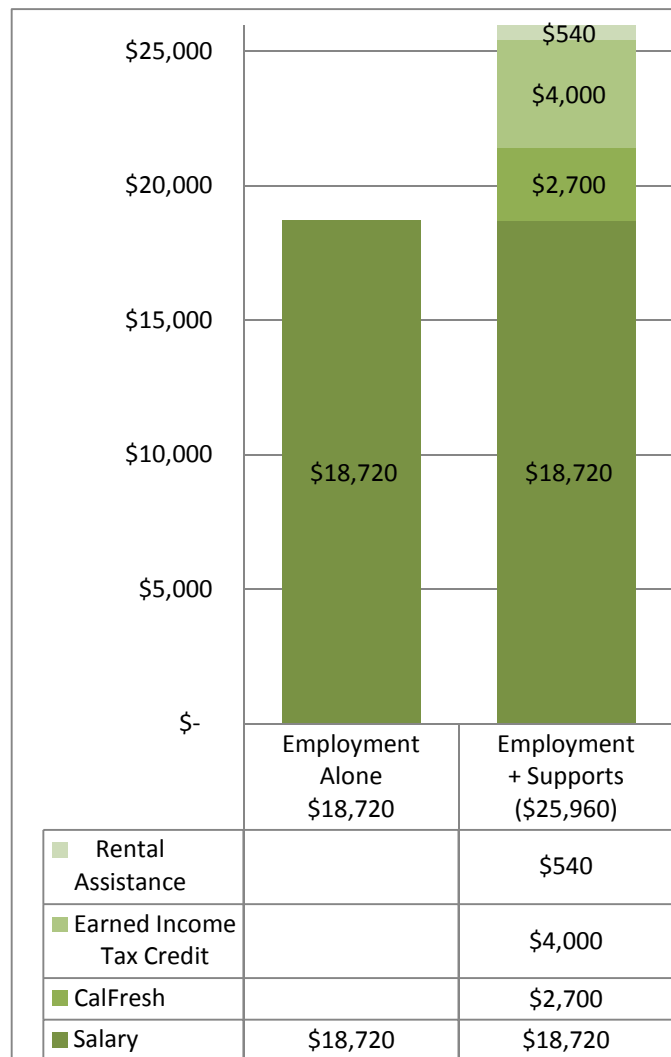
care, and ensure access to mental health and substance abuse treatment. This will also address Health Action goals of coordinating patient care across the continuum of health care and community-based services, and ensuring that each person and family is engaged as partners in their care. Partnership with local healthcare providers is essential to ensure that homeless persons have access to a multitude of health services, including ongoing primary care and complex behavioral health treatment.

In addition, it is critical to build agency capacity to obtain Medi-Cal reimbursement for case management and other services needed to house vulnerable people in the community, through Home and Community Based Services (HCBS) waivers and State Plan Amendments such as the Community First Choice and the Medicaid Rehabilitation Options. Expansion of provider capacity to utilize these funding options is a critical first step.

3. INCREASE INCOMES

Whether from benefits or employment, increasing income is a crucial component to housing stability. More than 80% of homeless adults report they are not working; “not enough income” is cited by over 60% of homeless adults as their primary barrier to getting permanent housing. While more than half of homeless adults report eligible disabilities, fewer than 15% receive disability income. The following strategies address Health Action, Economic Wellness and Cradle to Career goals of promoting financial stability and independence, and supporting education, employment & employment training for special needs populations (including disabled, foster youth, probation, and other disadvantaged persons):

Currently, a Sonoma County resident earning minimum wage would have to work 79 hours a week to afford a studio apartment.^{viii} The planned increases to California’s minimum wage are encouraging: within a few years single adults working full time at minimum wage might be able to support themselves in rental housing. Homeless services providers have demonstrated that **bundling a range of benefits, financial education and asset building** can make the difference between unsustainable poverty at minimum wage, and economic self-sufficiency.



Minimum Wage + Bundled Supports = Self-Sufficiency

- ✿ A system-wide **Work Readiness Initiative** is needed to develop pathways to earned income for approximately half of homeless adults who can work. Building on the above understanding of bundled benefits and services, homeless services providers have developed an equation to help work-ready single adults to exit homelessness:

Full-time work at 2014 minimum wage (\$18,720) + CalFresh =
independent living in *shared* rental housing.

Once a single adult is working full-time and receiving key benefits such as CalFresh, he can exit homelessness to shared rental housing. At the \$9/hour minimum wage, an adult working full-time would be able to afford approximately \$5,616 in rent annually (30% of income), lowering the overall investment needed to end homelessness. The National Alliance to End Homelessness has published promising strategies for focusing the entire Continuum of Care, and individual program services and program staff, on prioritizing employment and reinforcing a culture of work.^{ix}

To implement this strategy, the Continuum of Care will partner with the Sonoma County Human Services Department's JobLink and other existing employment development efforts. However, many long-term homeless persons have inconsistent work histories, if they indeed ever had employable skills—and indeed, if they ever learned how to present themselves in a job interview. Thus the Work Readiness Initiative will require a collaborative effort that *expands pre-employment training and placements in homeless services settings* and which connects participants with JobLink's myriad offerings.

This income strategy will additionally build on Sonoma County Human Services Department's CalFresh Outreach efforts of the last several years. As a result of those efforts, 75% of those receiving government assistance now receive Cal Fresh, and 78% of homeless people surveyed now report getting enough to eat (compared to 51% in 2009).^x Continuing CalFresh Outreach to homeless persons will not only be crucial to their health, but will also enable homeless persons to *establish the income needed to exit homelessness*.

- ✿ The **SSI/SSDI Outreach, Access & Recovery (SOAR)** process for disability qualification and enrollment is a successful SAMHSA-supported evidence based approach to establishing income for homeless persons with disabilities.^{xi} When claimants file on their own, and scarce resources are invested primarily in appeals, only 10%-15% of SSI applications are successful the first time.

The SOAR method focuses on preparing the strongest possible case in the *initial* application, with the case manager acting as the client's Authorized Representative. Nationally with the SOAR method, **65% of applications have been successful on initial application**. The time from initial application has been reduced from 9-12 months, to 60-90 days.

Currently such methods are used successfully, but only by a small minority of benefits advocates in Sonoma County. Three local staff were trained as SOAR Trainers in 2009 and introduced this method to at least 25 case workers throughout the county. Refresher courses have been given, and the SOAR Technical Assistance project now makes on-line training available to the field, at no charge. Nationally, the Social Security Administration has been supportive of SOAR implementation, and a state-wide SOAR effort now seeks to support local implementation under the leadership of the California Institute for Behavioral Health Services. A system-wide **Disability Income Initiative** would involve convening public and private healthcare, eligibility,

and benefits advocacy partners; developing a training and resource development plan to address the need, and **creating sufficient benefits advocacy positions** to garner appropriate benefits for approximately half of homeless adults who cannot work. At current SSI disability rates, each person qualifying for SSI would be able to contribute \$3,096 (30% of income) annually to the annual cost of their housing—thus reducing the overall cost of ending homelessness.



9 Create the Conditions to End Homelessness

1. POLICY CHANGES TO MORE QUICKLY EXPAND AFFORDABLE HOUSING

This Plan estimates that ending homelessness in Sonoma County requires 4,128 housing units: 2,394 in existing housing and 1,734 units that need to be built or converted from existing facilities. Public policy changes can set the stage for achieving this Plan’s housing goals more quickly. Policies that would support the creation of needed housing might include:

- ✦ **Change Housing Authority policies** to create preferences for homeless persons if they do not yet exist, to set a specific quota of rental assistance for homeless or chronically homeless persons, or to **set a quota for persons identified as highly vulnerable to dying outside** (through the Vulnerability Index screening tool). Although homeless dedicated units would be produced only through turnover of tenant-based rental assistance, this would be a relatively quick and simple way to create dedicated capacity in existing rental housing.
- ✦ Local government could **buy down already-restricted rents to accommodate targeting to a lower income level** (e.g., below 30% of Area Median Income). It would be worthwhile to calculate the per-unit cost to fund subsidy increases for the purpose of making existing affordable housing accessible to extremely low-income homeless persons.
- ✦ Local government could float a **Bond Issue** to purchase existing rental properties and to develop new affordable housing, including units set-aside for homeless persons. Such a strategy would require additional sources in the future, to service bond repayment.
- ✦ Local governments could identify **existing large facilities that they own, which could be converted into housing**, as SAY is planning for the former Warrack Hospital. Large properties with facilities that are no longer used could be considered for conversion to housing at a much lower cost than building new.
- ✦ In general, reducing barriers that slow the development of *any* rental housing would contribute to loosening up a housing market with a chronically low vacancy rate, and would make it easier to use rental assistance programs to house homeless persons.

2. BUILD THE CAPACITY TO SCALE UP

The housing needed to end homelessness in Sonoma County requires *triple* the current number of beds dedicated to homeless people. Homeless service providers cannot expand to the needed level of housing operations without sufficient infrastructure and training. Existing homeless service agencies must be sustained and strengthened so they may launch needed programs and measure their success.

- ✦ The Continuum of Care will engage its partners in Upstream Investments and Health Action to promulgate evidence-informed model programs and cost-effective interventions. Examples of evidence-informed practices include Motivational Interviewing, Seeking Safety, Permanent Supportive Housing and Rapid Re-Housing. Upstream Investments staff will be engaged to train homeless service agencies on using evaluation to inform and strengthen interventions in alignment with the Upstream Investments Initiative, and submitting evidence-based and innovative program designs to the Upstream Investments portfolio.
- ✦ Utilize opportunities presented by the Affordable Care Act to provide the supportive services that chronically homeless people need, including comprehensive behavioral health support and access to prevention-oriented health services. One such vehicle is the North Bay Learning Community hosted by the National Center for Excellence in Homeless Services.^{xii}
- ✦ The Continuum of Care will partner with Upstream Investments to develop the curriculum required to scale up, including training on shared outcomes measurement and engaging all homeless service providers in common performance measures.
- ✦ As the collective impact backbone for homeless services, the Continuum of Care must take the initiative to build agencies' capacity for collaborative action, expand resource development efforts to garner large scale grants, and build organizational competence in managing public dollars (including appropriate fund accounting for federal grants). The Continuum of Care needs to partner with local public and private funders to stabilize non-profit agencies serving the homeless, support succession planning and the retention of leadership, and help leaders of homeless services to use their own data to identify the most effective and cost-effective strategies.

3. SYSTEM-WIDE COORDINATED INTAKE

Communities across the nation that have a single point of access to services have been the most effective in providing comprehensive but standardized assessment, quickly linking people with appropriate services, and shortening the length of time people experience homelessness. As a result, new federal regulations to obtain Continuum of Care targeted homeless assistance require the Continuum of Care to establish a Coordinated Intake system. After two years of planning, Sonoma County's Coordinated Intake Project will launch late in 2014, and will provide a "no-wrong-door,"^{xiii} single phone call or walk-in entry system that prioritizes the use of limited resources to serve the people with the most vulnerable health and the lengthiest homeless histories. Coordinated Intake will triage client needs so as to achieve the quickest possible entry into appropriate services, and the quickest possible resolution of housing crisis.


Coordinated Intake will utilize research-based screening and assessment tools that identify the vulnerability factors that are most likely to lead to death outside as well as capacity to live independently, to identify who most needs the assistance of this system of care, which currently lacks adequate housing resources. The project will provide crisis case management and waitlist management, with the goal of diverting as many people as possible from literal homelessness. Coordinated Intake will provide real-time referral into housing, health care, and other systems.

To the greatest extent possible, the **Coordinated Intake system should be expanded with street outreach** to engage unsheltered persons in services, **homeless prevention and diversion services**, and **Rapid Re-Housing assistance**. In addition, the advent of Coordinated Intake is a prime opportunity to engage hospitals and criminal justice partners in designing **discharge strategies to avoid new homelessness**. The success of the Coordinated Intake system will be judged by reductions in the average number of days between entry into services and resolution of homelessness, as well as by the satisfaction expressed by consumers of homeless services.


4. SHORT-TERM STRATEGIES, HOMELESSNESS PREVENTION & DIVERSION

This Plan focuses on what is needed to *end* homelessness, not manage it. Consequently it focuses on what is needed to permanently house Sonoma County's homeless population, and Appendix A, *Estimating Needed Housing*, posits that if the needed permanent housing were made available, at some point in the future Sonoma County agencies could actually look at converting some emergency shelter and transitional housing facilities into permanent supportive housing. Thus, **this Plan makes no projection of need for short-term emergency measures** such as winter shelter expansions, winter warming and summer cooling programs, safe parking programs, public sanitation facilities, legalized camping, and so on. The design of such emergency programs should align with this overall Plan to end homelessness, and **connect unsheltered people to case management and housing as much as possible**.

The mission of the CoC is resolving homelessness; it follows that the Plan is housing-centric. Inclement weather does not create homelessness, but rather, creates a very real endangerment to those already unsheltered. Addressing these life-threatening situations is a crucial public health responsibility, but separate from what is required to end homelessness (the focus of this Plan). A separate "Winter Weather Response Plan" will analyze the public health impacts of cold and wet winter weather on unsheltered persons, and articulate mitigation plans.

 **Research Cost-Effective Short-Term Strategies:** Given that existing homeless dedicated housing can serve just 1 out of every 4 homeless persons, an evaluation is needed of the wide range of possible short-term emergency measures such as those listed above, and the myriad creative ideas to safeguard the health of people who are living outside. Mounting a new shelter is an expensive enterprise, and ongoing operating funds for such facilities are ever scarcer. Therefore despite the great need, launching new permanent year-round emergency shelter facilities is not a high priority strategy for the use of public dollars. The Continuum of Care and its partners should examine all possible options for advancing the health and safety of unsheltered persons, with the goal of identifying a short list of cost-effective

outreach strategies that can be implemented as a way of engaging homeless persons in services and housing.

 **Homelessness Prevention:** For this Housing + Health + Income strategy to actually *reduce* homelessness, we must look seriously at **preventing new homeless episodes**. Expanded investments will be needed for services that divert and stabilize people who are on the verge of literal homelessness.

To best utilize limited resources, the Continuum of Care and its partners should undertake a survey of existing research, to evaluate cost-effective and promising strategies to prevent homelessness and divert those seeking to enter shelter from the homeless services system into permanent housing. Documenting effectiveness with homeless prevention programs is particularly challenging because it involves measuring negative impacts that have *not* happened; however a number of communities have demonstrated promising results. A comprehensive prevention strategy needs to inform development of a Sonoma County program that can lessen the inflow of new people into homelessness.



10 What Will It Cost to Create the Needed Housing?

FUNDING THE PERMANENT HOUSING WE NEED

This Plan describes a need for 4,128 permanent housing units – 1,734 units requiring construction and 2,394 units created in existing rental housing. Below, one-time construction cost is estimated at \$350,000 per new unit and rehabilitation cost is estimated at \$200,000 per unit, to come up with an estimate of \$557.4 million in construction costs.

Permanent Affordable Housing NEW CONSTRUCTION	Dedicated Services	Units	Construction Cost/Unit	Total Construction Cost
Affordable to 30% AMI	none	1,015	\$ 350,000	\$ 55,250,000
Permanent <i>Supportive</i> Housing				
New construction set-asides	long-term	389	\$ 350,000	\$ 136,150,000
Acquisition/conversion	long-term	330	\$ 200,000	\$ 66,000,000
Total units needing construction	42%	1,734		\$ 557,400,000

Affordable rental housing development for low income households is typically funded from many sources, mostly public funding. Targeting units for the “extremely-low income” category is what is required to serve homeless and formerly homeless households. The corresponding extremely low rents essentially preclude any commercial mortgage debt. Thus, rental housing development for homeless persons is nearly 100% public funding and it is estimated from local experience that at least 30% of the development cost would be financed from local government sources. **Thus the local investment needed is \$167.2 million.**

Other sources include tax credits, private mortgages, and public financing such as the Affordable Housing Program or California’s Multi-Family Housing Program.

SOURCES OF CONSTRUCTION FUNDS	
Housing investments (e.g. tax credits, bond/private mortgage, Affordable Housing Program, State Multi-Family Housing Program, etc)	\$ 390,180,000
Local/private investment needed (approx. 30% of construction cost)	\$ 167,220,000
Total Construction Sources	\$ 557,400,000

ANNUAL OPERATING EXPENSE

Projects created in existing rental housing require rental assistance, operating subsidies, and a minimum of attached case management services. Acquisition/conversion projects often need annual operating funds as well as the construction funding noted on the previous page. Cost per unit varies based on the housing type and client needs; potential sources of annual operating dollars and rental subsidies are shown on the following chart.

Permanent Affordable Housing ANNUAL OPERATING EXPENSE	Dedicated Services	Units	Operating/ rental subsidies
Permanent Supportive Housing			
Acquisition/conversion	long-term	330	\$ 3,132,360
Master-leasing projects	long-term	330	\$ 4,950,660
Rental Assistance projects	long-term	1,105	\$ 10,301,235
Rapid Re-Housing rental assistance (short-term with case management)	short/ medium term	959	\$ 3,892,581
Total Annual Operating/Rental Subsidies			\$ 22,276,836

POTENTIAL SOURCES OF ANNUAL OPERATING & RENTAL SUBSIDIES	
Resident rents at 30% of income	\$ 11,693,034
Federal & State grants	\$ 6,868,000
Local/private investment needed	\$ 3,715,802
Total Sources	\$ 22,276,836

Acquisition-conversion projects are shown both on construction and annual operating charts because they often need both kinds of funding. A detailed explanation of cost assumptions and potential funding sources appears in Appendix B.

HOUSING SUCCESS DEPENDS ON INCREASING INCOME

The Income Initiatives described in Section 6 above are designed to establish participant incomes, but not solely to create a platform for health and a meaningful life. Participant income is critical to developing a housing system that can sustain itself. If formerly-homeless individuals can contribute to their rent at the rate of 30% of their income, this represents **more than half the annual cost of operating the needed housing**.

In the case of the **Work Readiness** strategy, assuming the current minimum wage of \$9/hour, each fully-employed adult would earn an annual income of \$18,720 and generate a minimum annual contribution toward housing operations of \$5,616. If half of homeless adults were able to find full-time minimum wage work, the

expansion of pre-employment work readiness efforts described in Section 6 could generate as much as \$29 million in income and \$ 8.7 million in rents. Assuming the work-readiness expansion cost \$350,000 per year over 5 years (a total of \$1,750,000), it would return more than \$16 in participant income for every dollar invested ($\$29,137,680 \div \$1,750,000 = \$16.65$). For each dollar invested in the work-readiness initiative, \$5 (30% of \$16.65) would be generated toward the cost of housing as rent. When the California minimum wage increases to \$11/hour in 2015, the return on investment will be considerably higher.

Similarly, a **Disability Income Initiative** using national best practices^{xiv} would reliably and quickly establish income for disabled homeless adults. In addition to the health benefits to disabled individuals who have no financial resources, an SSI income of \$861/month would enable formerly-homeless individuals to pay rent at the current rate of 30% of their income (\$258.30). This would generate an annual contribution toward housing operations of \$3,096 per adult, saving on the local investment required to create that housing. Expanded benefits advocacy is estimated to cost approximately \$325,000 annually; over the course of 5 years, the cost would be \$ 1,625,000. If half of homeless adults were able to obtain SSI or comparable disability benefits over 5 years, they would secure almost \$1.4 million in annual income—a return of \$10 per dollar invested. For every dollar invested in this effort, the client would be able to contribute \$3 back to the cost of housing, as rent.



11 Performance Measurement

HEARTH PERFORMANCE MEASURES

The strategies proposed by this Plan are **informed by local data, research, cost-benefit analysis and evaluation.** In the big picture, success in the above efforts will be demonstrated through new units opened, additional rental assistance becoming available, and ultimately a reduction in the total number of homeless persons found during the HUD-mandated point-in-time homeless counts. The US Department of Housing and Urban Development and the US Interagency Council on Homelessness have created a series of interim performance measurements, below, which will allow the Continuum of Care to gauge progress in the short run, as well.

The Continuum of Care Board will assess progress on the Plan twice a year, using these objective measurements related to the goal of permanently housing Sonoma County’s homeless persons. These will include the number of housing units available; the length of time people are homeless before they enter permanent housing; how stable they are in permanent housing; successes in establishing an income source; and access to needed healthcare and other services to avoid new homeless episodes. These measures have been established through federal legislation, relieving planners from the need to design indicators locally.

The chart below summarizes measures in national use, local baseline data for Sonoma County’s homeless population, and local goals where they have been set by the Continuum of Care. The success of this Plan will be measured against these metrics.

HEARTH Act Performance Measure	National Benchmark	Local Baselines (2013)	Local Goal for 2014
Shorten the average length of stay in emergency shelters and transitional housing, for households exiting to permanent housing.	< 20 days OR > 10% less than prior year for persons in similar circumstances	Shelter-Individuals: 80 days Shelter-Families: 169 days	Decrease average length of stay 10% from 2013: Shelter-Individuals: 72 days Shelter-Families: 152 days Transitional-Individuals: 200 days Transitional-Families: 317 days
		Transitional-Individuals: 222 days (7.4 mos.) Transitional-Families: 352 days (11.7 months)	
Reduce the number of households re-entering the homeless system after exiting to permanent housing.	< 5% within the next 2 years OR Decrease of > 20% over prior year for persons in similar circumstances within next 2 years	Shelter-Individuals: 18% Shelter-Families: 8%	Reduce the number of households re-entering homeless services to 10%.
		Transitional-Individuals: 30% Transitional-Families: 2% Overall: 14%	

ADDITIONAL NATIONAL PERFORMANCE MEASURES FOR HOUSING & INCOME

The US Department of Housing & Urban Development (HUD) has set additional performance measures for Continuum of Care, and requires annual reporting and goal-setting to access approximately \$2.6 million that comes into Sonoma County annually from the CoC funding stream. Following HUD’s practice, the Sonoma County CoC has set goals of a 1% annual increase on each measure. Some measures include larger goals related to HUD’s federal initiatives or local initiatives contained in this Plan.

HUD Continuum of Care Performance Measures	HUD Benchmark	Local Baseline (2013)	Local Goal: 2014	Local Goal: 2015
Housing Stability Measures				
Increase % of households exiting emergency shelters and transitional housing to permanent housing.	<i>No national benchmark has been set for emergency shelters.</i> Transitional Housing benchmark: 65%	Shelter-Individuals: 23% Shelter-Families: 35% Transitional-Individuals: 52% Transitional-Families: 69%	Shelter-Families: increase to 40% by 2015 using Rapid Re-Housing Others: 1% increase/year over 2013:	
			Shelter-Individuals: 24% Transitional-Individuals: 53% Transitional-Families: 70%	Shelter-Individuals: 25% Transitional-Individuals: 54% Transitional-Families: 71%
Increase % of Permanent Supportive Housing participants retaining permanent housing	80%	89%	89%	91%
Increased Income Measures				
Increase the % of participants exiting with employment income	20%	31%	31%	33%
Increase the % of participants that exit with income from sources other than employment.	54%	54%	55%	56%
Increase the % of participants exiting with non-cash mainstream benefits	56%	73%	80%	83%

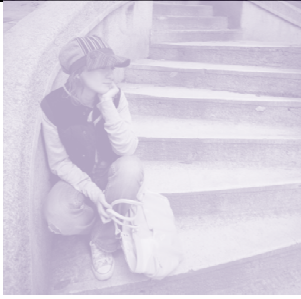
HEALTH PERFORMANCE MEASURES

In aligning this Plan with Health Action and other local Collective Impact efforts initiatives, the Sonoma County Continuum of Care has established baseline data for the Health Action indicators that are most relevant for the homeless population.

Health Action 2020 Goal	County comparison (2009 unless otherwise noted)	Sonoma County homeless baseline (2013)	CoC Goal: 2014	CoC Goal: 2015
100% of adults will have health insurance	81.2%	23.4% enrolled in Medi-Cal; 0% of persons >65 reported enrollment in Medicare.	80% Medi-Cal enrollment; 2% of persons >65 enrolled in Medicare	83% Medi-Cal enrollment; 4% of persons >65 enrolled in Medicare
96% of people will have a usual source of health care	85.6%	59% report using clinics, private doctors, VA	**	**
75% of adults needing Behavioral Health Care Services will receive them	57.5% (2011-12)	30.5% of those reporting Mental Health problems receive services. 32.6% of those reporting AOD problems receive AOD counseling.	**	**

Data Sources: HMIS data and Biennial Point-in-Time Count & Survey.

*Goals marked ** will be set by the Continuum of Care Board in consultation with healthcare partners, later in 2014.*



12 Plan Monitoring, Data Collection & Analysis

The Sonoma County Continuum of Care is committed to ongoing measurement of progress on the Plan as described above; the Continuum of Care Board will review and adjust plan goals and objectives every three years. System-wide working groups will be established in the coming 12 months, to develop and refine collaborative efforts to impact each of the key strategies and their performance measures.

The Sonoma County Continuum of Care participates in a mandated federal Homeless Management Information System (HMIS) initiative. In 2012 a system conversion was undertaken to move to Social Solutions, Efforts to Outcomes HMIS. The conversion not only provided local homeless services providers with an easier system to comply with data collection requirements, but expands data collection from statistical reporting to the evaluation of performance management. HMIS staff will design tracking systems in the HMIS for the measurable outcomes described above, and data collection efforts will be systematically analyzed to monitor progress against Plan goals.

To do this, the Continuum of Care’s HMIS data management team will:

- ✦ Enhance longitudinal reporting systems that measure progress against all stages of the logic model on page 16;
- ✦ Assist homeless services leaders to design, develop and utilize agency level performance reporting systems;
- ✦ Strengthen current HMIS User training to offer local testing and certification upon course completion;
- ✦ Through additional training, increase data analysis proficiency among homeless service organizations at all staff levels;
- ✦ Implement quarterly tracking of the housing stock dedicated to the homeless; and
- ✦ Design reporting dashboards targeted to all stakeholders who are collaborating to end homelessness.

The Point-in-Time Homeless Count has been conducted biennially, but will become an annual event beginning in 2015. This will at last allow annual collection of information on health data points such as the percentage with a usual source of health care and the percentage of those needing mental health or chemical dependency treatment who receive such care.

These efforts will support twice-annual updates to the CoC Board on progress against the Plan goals. CoC staff will prepare an Annual Report to be shared with the CoC Board and to other bodies, documenting progress on Plan goals and reporting on emerging strategies.



13 Glossary

Affordable Care Act—The Patient Protection and Affordable Care Act (PPACA), commonly called the Affordable Care Act (ACA) or "Obama-care," is a United States federal statute signed into law by President Barack Obama on March 23, 2010.

Affordable housing—Housing units for which rent plus tenant-paid utilities do not exceed 30% of the tenant household's gross monthly income.

CalFresh—The name for California's Food Stamp Program. CalFresh is a Supplemental Nutrition Assistance Program (SNAP) that provides assistance for households to purchase nutritious food.

Chronically homeless—Per federal definition, a homeless adult with a disabling condition who has been continuously homeless for a year or more, or who has had at least 4 episodes of homelessness in the past 3 years. Originally including only unaccompanied adults, the definition has been expanded to include the entire household presenting for services with the disabled adult.

Continuum of Care—A collaborative funding and planning approach that helps communities plan for and provide, as necessary, a full range of emergency, transitional and permanent housing, along with prevention and other services to address the various needs of homeless persons. The US Department of Housing & Urban Development (HUD) also refers to the group of community stakeholders involved in the decision making process as the "Continuum of Care."

Coordinated Intake—A centralized process designed to coordinate program participant intake, assessment, and provision of referrals. A centralized or coordinated assessment system must cover the geographic area; be easily accessible to individuals and families seeking housing or services; be well-advertised; and include comprehensive and standardized assessment tools.

Diversion—A strategy that prevents homelessness for people seeking shelter by helping them identify immediate alternate housing arrangements and, if necessary, connecting them with services and financial assistance to help them return to permanent housing. Diversion programs can reduce the number of families becoming homeless, the demand for shelter beds, and the size of program wait lists. Diversion programs can also help communities achieve better outcomes and be more competitive when applying for federal funding.

Emergency Shelter—Any facility with overnight sleeping accommodations, the primary purpose of which is to provide temporary shelter for the homeless in general or for specific populations of the homeless. "Temporary" has been defined as anywhere from 1 day to 180 days.

Homeless Family—In local usage, a household consisting of at least one adult over the age of 18, and at least one child under the age of 18 (what HUD defines as a "household with children"). HUD has discontinued use of

the word “family” in favor of the less value-laden word, “household”; and uses three categories of household: a household with children, a household without children (adults only), and a household of children only (unaccompanied minors).

Medi-Cal Expansion—A feature of the Affordable Care Act, the expansion of Medicaid eligibility to people with annual incomes up to 138% of the federal poverty level, or \$26,347 for a family of three and \$15,417 for an individual. Based on Point-In-Time survey responses, it is anticipated that 95% of Sonoma County’s homeless persons are eligible for Medi-Cal under the Affordable Care Act Medicaid expansion.

Motivational Interviewing (MI)—A method that works on facilitating and engaging intrinsic motivation within the client in order to change behavior. MI is a goal-oriented, client-centered counseling style for eliciting behavior change by helping clients to explore and resolve ambivalence.

Parity, aka the Mental Health Parity and Addiction Equity Act of 2008 (MHPAEA)—A federal law that prevents group health plans and health insurance issuers that provide mental health or substance use disorder (MH/SUD) benefits from imposing less favorable benefit limitations on those benefits than on medical/surgical benefits. Although the law requires a general equivalence in the way MH/SUD and medical/surgical benefits are treated it is only through the Affordable Care Act of 2010 that coverage of mental health and substance use disorder services is now required as one of 10 Essential Health Benefit categories.

Permanent Supportive Housing—A cost-effective combination of housing and services intended to help people with complex challenges to live more stable, productive lives. As a key means to address homelessness, supportive housing seeks to address two key problems: without housing, there is at best a highly problematic basis from which to mitigate the factors which lead to homelessness and expensive problems which burden social service systems; but without supportive services, the tenant is likely to regress for the reasons that are presumed to lead to their loss of housing in the first place.

Point-In-Time Count—A one-day count of all homeless persons in a defined area. HUD requires local Continuum of Care to conduct a biennial point-in-time count during the last 10 days of January in odd-numbered years.

Prevention—Activities or programs designed to prevent the incidence of homelessness, including short-term subsidies to defray rent and utility arrears for households that have received eviction or utility termination notices; security deposits or first month’s rent to permit an evicted household to move into a new apartment; short- or medium-term rental assistance to enable an at-risk household to retain its housing; and legal services programs for the representation of indigent tenants in eviction proceedings.

Rapid Re-Housing—A relatively recent social policy innovation that provides time-limited flexible funds to secure permanent housing, partnered with in-home housing support. Rapid Re-Housing is designed to help homeless people transition more rapidly out of the shelter system or to avoid a shelter stay altogether.

Seeking Safety—A present-focused treatment for clients with a history of trauma and substance abuse. The treatment was designed for flexible use: group or individual format, male and female clients, and a variety of settings (e.g., outpatient, inpatient, residential). Seeking Safety focuses on helping clients attain safety in their relationships, thinking, behavior, and emotions; working on both posttraumatic stress disorder (PTSD) and

substance abuse at the same time; a focus on ideals to counteract the loss of ideals in both PTSD and substance abuse; cognitive, behavioral, interpersonal, and case management content areas; and helping clinicians work on counter-transference, self-care, and other issues.

SOAR—SSI/SSDI Outreach, Access, and Recovery (SOAR) is a national project funded by the Substance Abuse and Mental Health Services Administration, that is designed to increase access to SSI/SSDI for eligible adults who are homeless or at risk of homelessness and have a mental illness and/or a co-occurring substance use disorder.

Transitional Housing—A project that is designed to provide housing and appropriate supportive services to homeless persons to facilitate movement to independent living within 24 months.

Upstream Investments—A policy, sponsored by the Sonoma County Board of Supervisors and widely supported throughout the community, seeks to eliminate poverty in Sonoma County and ensure equal opportunity for quality education and good health in nurturing home and community environments. The three primary strategies are: Invest Early (whenever possible, dedicate funding and other resources to prevention-focused policies and interventions); Invest Wisely (ensure that upstream policies and interventions have the highest possible likelihood of success by selecting those that are backed by sound evidence); and Invest Together (focus community-wide upstream policies and interventions on preventing six targeted factors and improving 22 indicators of success to achieve the Upstream vision, mission, goals, and measureable impacts).

Vulnerability—According to the survey and analysis methodology developed by Dr. Jim O'Connell of Boston's Healthcare for the Homeless organization, the health problems that led to homeless persons being "most at risk for dying on the street." If identified in unsheltered persons, 4 major health conditions (Kidney disease, Liver disease, cold or wet weather injuries, and HIV) are the most predictive of dying outside. In addition, tri-morbidity between alcohol or other drug abuse, mental illness, and any of the above health conditions or a range of other serious health conditions is highly predictive of dying outside.



APPENDIX A

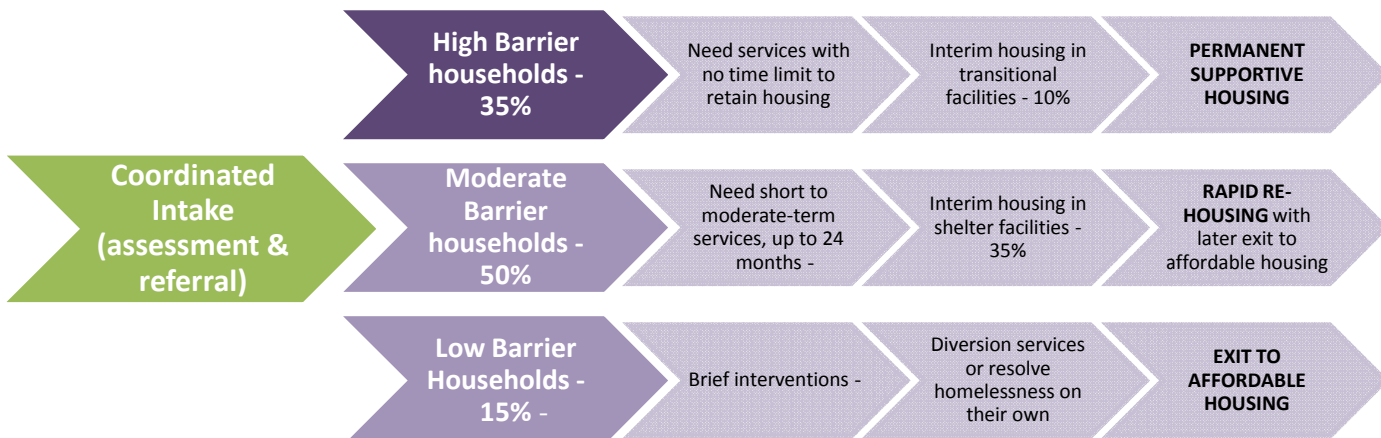
Estimating Needed Housing

This analysis is based on designing an idealized “Right-Sized System” that would be adequate to end homelessness in Sonoma County. Following methodology developed by Matt White of Abt Associates (a HUD technical assistance provider), the analysis below interprets Sonoma County data from its Homeless Management Information System (HMIS), Homeless Count, and recent Vulnerability Surveys among unsheltered homeless persons, to design that ideal system. Specifically we have used the following sources of information:

- ✦ Count data: total number of sheltered and unsheltered families and single adults; annual and monthly inflow into homelessness;
- ✦ HMIS data: Average lengths of stay and turnover in shelters, transitional housing, rapid re-housing units, and permanent supportive housing for families vs. single adults; average size of family households (to convert from persons in homeless families into number of families); annual inventories of existing homeless-dedicated housing;
- ✦ Count, HMIS, and the Vulnerability Surveys (VI-SPDAT screening tool): Qualitative data on the service needs of homeless families and single adults, as they relate to housing needs; and
- ✦ Provider input: Known permanent housing solutions for single adults (e.g., shared housing).

OVERVIEW: THE RIGHT SIZED SYSTEM

The hypothetical Right-Sized System asserts that, with the Coordinated Intake system planned for launch fall 2014, Sonoma County’s homeless service system will begin to assess needs and refer people into housing appropriate to their needs (see diagram below). This system will also prioritize for housing those homeless persons most likely to die outside over those most capable of caring for themselves. Lastly, this analysis asserts that if adequate permanent housing existed to address the need, we could reduce reliance on emergency shelters and transitional housing as *de facto* affordable housing, and even re-purpose them as other needed housing.



- High barrier households:** Based on the recent Vulnerability Assessments and previous in-depth analysis of the Count data, we estimate 35% of homeless households have disabilities or other high barriers to obtaining housing, and need **Permanent Supportive Housing** supportive services without set time limits, to become and remain housed. These units may be facility-based or provided on the open market through rental assistance.

 - Facility-based transitional housing can be used for people awaiting a permanent supportive housing placement or who require time-limited service-enriched housing for re-entry clients, people recovering from substance abuse, and others. The CoC projects that 10% of homeless persons will need this kind of housing on an interim basis.
- Moderate barrier households:** Based on the recent Vulnerability Assessments and previous in-depth analysis of the Count data, the CoC estimates that 50% of the homeless population needs case management and other services, but could exit homelessness with medium-term **Rapid Re-Housing** rental and other financial assistance, in rental housing.

 - Short-term facility-based emergency shelter stays will be needed by about 35% of the homeless population, while they are seeking an apartment with rapid re-housing assistance.
- Low barrier households:** Based on the recent Vulnerability Assessments, the CoC estimates that 15% of homeless households could resolve their homelessness with short-term prevention/diversion efforts for people who are imminently at risk of literal homelessness. If prevention services can reduce the demand for shelter needs by 15%, this is a cost-effective approach as it is estimated that the cost-per-household diverted is approximately \$4,000. These households will need affordable housing units, best targeted to extremely low-income (<30% AMI) households.

ADJUSTING FOR TURNOVER

Most housing stays are for less than a year. Therefore the CoC has calculated average lengths of stay for each type of housing, to see how many people each bed can serve in a year.

TURNOVER CALCULATIONS	Shelter		Transitional		Rapid Re Housing		Permanent Supportive Housing	
	Avg Length of Stay	Annual persons/bed	Avg Length of Stay	Annual persons/bed	Avg Length of Stay	Annual persons/bed	Avg Length of Stay	Annual persons/bed
Families	169	2.16	352	1.04	301	1.21	1,008	0.36
Single Adults	80	4.56	390	0.94	297	1.23	787	0.46

EQUATION FOR A HYPOTHETICAL RIGHT SIZED SYSTEM

$$\text{Right-Sized System} = \frac{[(\text{Current monthly demand}) + (\text{annualized unsheltered population}) - (\text{Diverted Population})] * \text{Service Needs}}{\text{Turnover}}$$

Example: The need for Emergency Shelter works out as follows:

$$\text{Families: } \frac{[(\text{Current monthly demand (40)} + \text{annualized unsheltered population (103)}) - (\text{Diverted population (117)})] * 35\%}{2.16 \text{ persons per bed per year}} = \mathbf{59 \text{ beds.}}$$

Single Adults: $\{[(\text{Current monthly demand (139)} + \text{annualized unsheltered population (1,481)}) - (\text{Diverted population (328)})] * 35\% \div 4.56 \text{ persons per bed per year} = \mathbf{217 \text{ beds.}}$

Other homeless housing types have been calculated similarly to yield the following capacities for a “Right Sized System”:

Emergency Shelter	Transitional Housing	PERMANENT HOUSING		
		Rapid Re Housing (rental assistance slots)	Permanent Supportive Housing (mix of facilities & rental assistance)	Affordable Housing targeted to <30% AMI
320 beds	786 beds	1,522 beds	4,035 beds	1,381 beds

EXISTING HOUSING CAPACITY

The county’s Current Homeless Housing Inventory was then subtracted to find the Remaining Homeless Housing Need, then convert beds to units as needed:

	Emergency Shelter	Transitional Housing	PERMANENT HOUSING		
			Rapid Re Housing (rental assistance slots)	Permanent Supportive Housing (mix of facilities & rental assistance)	Affordable Housing targeted to <30% AMI
Current Capacity (beds as of 4/30/2014)	718	418	178	1,029	--
Remaining Capacity needed (beds)	(398)	(368)	1,344	3,006	1,381
Remaining Capacity needed (units) ²	(293)	(451)	959	2,169	1,015

POTENTIAL FOR EVENTUAL CONVERSION

In the idealized Right Sized System, with adequate permanent housing, the CoC would be able to reduce emergency shelter and transitional housing bed capacity. Sonoma County data has demonstrated this potential since 2007. The CoC has interpreted this as a reflection of the lack of permanent affordable housing options for homeless persons—homeless families in particular. The lack of permanent housing options creates a bottleneck

² The conversion to units assumes family households average 3 persons and that half of permanent units for single adults will be provided as shared housing. Thus needed units are proportionately lower than needed beds.

in shelters and transitional housing, and creates the appearance of a need for more of these types of housing. Currently there is a need for all shelter and transitional beds, but if the needed permanent housing were available, there would not be a need for quite so many shelter beds.

Therefore for planning purposes, there should be an anticipation of one day **converting** “excess” shelter and transitional housing facilities from families to single adults (the vast majority of the homeless population) to address the remaining transitional housing need, then some of the permanent housing need:

	Emergency Shelter	Transitional Housing	PERMANENT HOUSING		
			Rapid Re Housing (rental assistance slots)	Permanent Supportive Housing (mix of facilities & rental assistance)	Affordable Housing targeted to <30% AMI
Remaining Capacity needed (units – from previous table)	(293)	(451)	959	2,169	1,015
Needed capacity with Conversions	0	0	959	2,154	1,015

TOTAL UNMET HOUSING NEED: 4,128 UNITS

- ✱ Rapid Re-Housing (RRH): **959 units** -
- ✱ Permanent Supportive Housing (PSH): **2,154 units** -
- ✱ Affordable Housing targeted to <30% AMI: **1,015 units** -

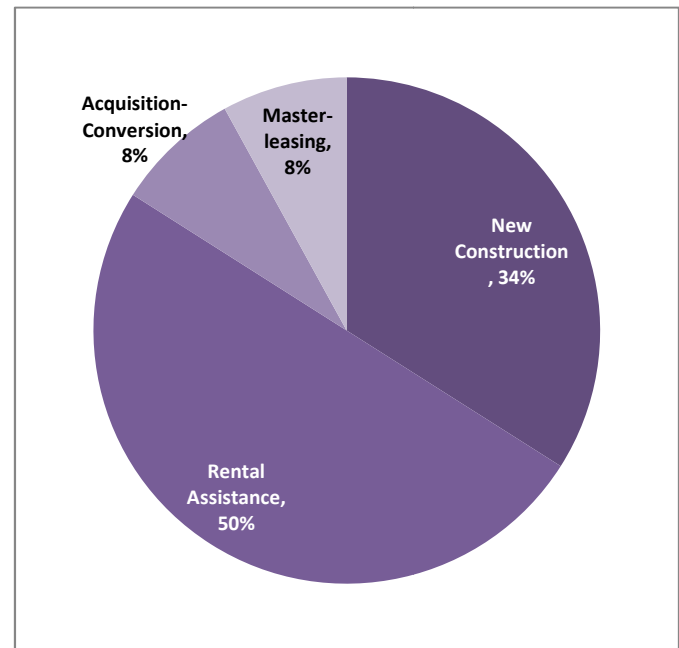


APPENDIX B Housing Cost Estimates

DEVELOPING PERMANENT HOUSING FOR HOMELESS PERSONS—THE PAST AS GUIDE

Past experience provides a guide to the different methods of developing homeless-dedicated housing, and to the annual costs of sustaining that housing.

Of Sonoma County’s current inventory of homeless-dedicated permanent housing, roughly half has been created through **rental assistance in existing rental housing**. These include VA Supportive Housing and “Shelter Plus Care” units in a model that matches rental assistance managed by one of the county’s two Housing Authorities, with case management provided by agencies such as the Veterans Administration, Sonoma County Behavioral Health, Face to Face, or Social Advocates for Youth. Rental assistance allowances are set annually by the US Department of Housing & Urban Development (HUD) through its Fair Market Rent (FMR) standards. Funding is equivalent to the full FMR; as tenant incomes rise, funds can be used to expand the number of households served.



Existing Permanent Housing for Homeless Persons, by Type of Housing

The 2014 rate of rental vacancy is extremely low, presenting serious challenges to agencies working to place homeless persons in rental housing—even with intensive services attached. Therefore, until the housing market loosens up significantly, it would be wise to limit the use of existing rental housing to no more than half of the planned units.

Just over one-third of existing permanent housing units for the homeless were created as set-asides through **new affordable housing construction**: the housing developer committed a certain number of units to be targeted to extremely low-income (<30% AMI) households through the project’s construction financing. Such financing typically includes competitively awarded tax credit investing; one of the key elements to compete for such funding is local investment. This process creates affordability restrictions that remain with the units for decades. Housing management companies then partner with service providers to identify appropriate tenants to fulfill the commitment.

The balance of existing permanent housing for homeless households is about evenly split between **master leasing**, and **acquisition and conversion** of existing properties. Master-leasing involves housing rented by a service provider, who then provides both property management and case management services to residents.

OPTIONS FOR FUNDING THE HOUSING WE NEED

Because housing development is so challenging, opportunities must be seized as they come up. Therefore the historical distribution of permanent housing for homeless persons is perhaps the best guide to what is possible in the future. We anticipate an approximate distribution of the needed units as shown in the chart to the right:

	%	# units
Rental Assistance	50%	2,064
Affordable Housing Construction	34%	1,404
Master-Leasing	8%	330
Acquisition-Conversion	8%	330
Total	100%	4,128

For the purpose of cost estimates, these units either involve construction or will be created in existing rental housing:

Construction	Number of Units	Existing Rental Housing	Number of Units
Affordable housing: subsidies enable units to be restricted to the extremely low-income population (below 30% of Area Median Income).	1,015	959 units of Rapid Re-Housing rental assistance with short-to-medium term case management.	959
Permanent Supportive Housing – set-aside units in new affordable housing developments	389	Permanent Supportive Housing – Master-leasing projects – examples include a variety of Continuum of Care projects operated by Buckelew Programs, COTS, & Catholic Charities.	330
Permanent Supportive Housing – facility-based acquisition/rehab projects – SRO and shared housing projects	330	Rental Assistance – examples include VA Supportive Housing, Continuum of Care rental assistance	1,105
Total Units to be Constructed	1,734	Total units in Existing Rental Housing	2,394

One-time construction cost is estimated at \$350,000 per new unit and rehabilitation cost is estimated at \$200,000 per unit, to come up with an estimate of \$557.4 million in construction costs:

Permanent Affordable Housing NEW CONSTRUCTION	Dedicated Services	Units	Construction Cost/Unit	Total Construction Cost
Affordable to 30% AMI	none	1,015	\$ 350,000	\$ 355,250,000
Permanent <i>Supportive</i> Housing				
New construction set-asides	long-term	389	\$ 350,000	\$ 136,150,000
Acquisition/conversion	long-term	330	\$ 200,000	\$ 66,000,000
Total units needing construction	42%	1,734		\$ 557,400,000

Affordable rental housing development for low income households is typically funded from many sources, mostly public funding. Targeting units for the “extremely-low income” category is what is required to serve homeless and formerly homeless households. The corresponding extremely low rents essentially preclude any commercial mortgage debt. Thus, rental housing development for homeless persons is nearly 100% public funding and it is estimated from local experience that at least 30% of the development cost would be financed from local government sources. **Thus the local investment needed is \$167.2 million.**

Other sources include tax credits, private mortgages, and public financing such as the Affordable Housing Program or California’s Multi-Family Housing Program.

SOURCES OF CONSTRUCTION FUNDS	
Housing investments (e.g. tax credits, bond/private mortgage, Affordable Housing Program, State Multi-Family Housing Program, etc)	\$ 390,180,000
Local/private investment needed (approx. 30% of construction cost)	\$ 167,220,000
Total Construction Sources	\$ 557,400,000

ANNUAL OPERATING EXPENSE



Projects created in existing rental housing require rental assistance, operating subsidies, and a minimum of attached case management services. Acquisition/conversion projects often need annual operating funds as well as the construction funding noted above. Cost per unit varies based on the housing type and client needs; potential sources of annual operating dollars and rental subsidies are shown on the following chart.

Permanent Affordable Housing EXISTING RENTAL HOUSING	Dedicated Services	Units	Annual cost per unit	Operating/ rental subsidies
Permanent Supportive Housing				
Acquisition/conversion ³	long-term	330	\$ 9,492	\$ 3,132,360
Master-leasing projects	long-term	330	\$ 15,002	\$ 4,950,660
Rental Assistance projects	long-term	1,105	\$ 9,322	\$ 10,301,235
Rapid Re-Housing rental assistance (short-term with case management)	short/ medium term	959	\$4,059	\$ 3,892,581
Total Annual Operating/Rental Subsidies				\$ 22,276,836

Annual cost per unit is calculated based on average annual operating costs reported to HUD through Annual Performance Reports submitted by Continuum of Care-funded providers. All reported awards and cash match were analyzed by housing type and, since each has a different number of units, averaged by the total number of units in each housing type, which were included in the analysis.

POTENTIAL SOURCES OF OPERATING & RENTAL SUBSIDIES	
Resident rents at 30% of income	\$ 11,693,034
Federal & State grants	\$ 6,868,000
Local/private investment needed	\$ 3,715,802
Total Sources	\$ 22,276,836

Notes on potential sources of operating and rental subsidies:

-  Resident rents are based on 30% of SSI for all permanent supportive housing units, as the definition of permanent supportive housing requires a disability.) For the 1,015 new affordable units with affordability restrictions, the resident rent calculation assumes there is earned income at the top of the 30% AMI range, for example \$16,500 for 1 person. This calculation does not include a resident rent contribution for the 959 Rapid Re-Housing units: actual resident rents are not available at the time of this writing, and Rapid Re-Housing cost estimates are based on program-delivery costs only.
-  Potential Federal and State operating sources can be brought to bear to create the needed housing. Anticipated sources include: Emergency Solutions Grants (County and State); Supportive Services for Veteran Families (for Rapid Re-Housing); and VA Supportive Housing (VASH), and CoC rental assistance (for Permanent Supportive Housing). Per the policy recommendations in Section 8 above, Housing Choice Vouchers represent another possible funding source. Federal and State grant funds are limited by funding formulas as well as competitiveness; the total listed above reflects Sonoma County’s historical experience in garnering these grants.

³ Acquisition-conversion projects are shown both on construction and annual operating charts because they often need both kinds of funding.



APPENDIX C Top 15 Action Steps

The Continuum of Care’s solicitation of community input generated a plethora of ideas. These are grouped into 15 major areas of action below.

1) - **Promote Evidence Informed Practice:** **Housing** **Income** **Health**

Activities include:

- Catalog current local assets and evidence-informed practices via HEARTH-mandated program standards development process.
- Training in national best practices: highlight one Evidence-Based Practice at each CoC Quarterly Membership meeting; develop an educational certificate program for homeless services workers;
- Bring Rapid Results Institute to Sonoma County homeless services providers to fully implement a 100K Homes placement effort for chronically homeless persons.
- Continue Seeking Safety program fidelity initiative, and start similar initiative for Motivational Interviewing -
- Put Permanent Supportive Housing and Rapid Re-Housing onto the Upstream Portfolio.

2) - **Collaborative outcomes measurement:** **Housing** **Income** **Health**

Activities include:

- Train HMIS users to properly administer and track mid-term assessments so that changes due to new initiatives can become visible through the data.
- Develop a key performance measurements dashboard for review by CoC Board, including housing placement and income change.
- Fully implement data sharing and shared outcome measurement to understand what works best to end youth homelessness.

3) - **Coordinated Intake:** **Housing** **Income** **Health**

Activities include:

- Establish one-stop access to all homeless services on the Family Justice Center or Vet Connect model.
- Train Coordinated Intake providers to assist with benefits enrollments.
- Improve provider communications about resources available (especially housing availability, access to mental health and substance abuse services)

Two-Fold Income Initiative: Housing Income Health

Engage with partners to expand county-wide activities:

- Work Readiness Initiative described on page 20.
- Disability Income Initiative described on page 20-21.

4) - **Expand access to safety-net programs:** Housing Income Health

Activities include:

- Expand one-time financial assistance programs
- Build a closer partnership with the *Earn It! Keep It! Save It!* Volunteer Income Tax Assistance Program and other programs designed to build savings and other financial assets.
- Provide bundled services to increase CalFresh (Food Stamp) enrollment, maximize Earned Income Tax Credits, and coordinate other Prevention services.

5) - **Community education:** Housing Income Health

Activities include:

- Create a marketing plan for the 10-Year Plan to build public understanding of solutions to homelessness, to include regular presentations at City Councils, Board of Supervisors; ongoing *Close to Home* articles in the Press Democrat and other newspapers; tours of local provider programs for targeted audiences.
- One major component is a Landlord Education & Engagement Campaign: Develop a CoC fund for rent/damage guarantees for the first 18 months of tenancy, modeled on COTS' Rent Right guarantees (COTS has never had to pay out these funds). Rent/damage guarantees would be extended to tenants who have completed tenant education programs or otherwise receive tenant support services. Engage rental housing industry representatives.
- Institute a donation program with collection cans at businesses throughout Sonoma County to use for difficult-to-fund basic needs such as transportation, identification, and so on.

6) **Expand permanent housing⁴** Housing Income Health

Activities include:

- End family homelessness through adequate Rapid Re-Housing (expand from current 41 unit capacity to 58 units); and expand Rapid Re-Housing to meet single adult housing needs (expand from current capacity of 30 adults to 847 single and shared units). Based on historical experience, all but about 140 units can be funded through Emergency Solutions Grants and Supportive Services for Veteran Families. Additional funding needs to be identified.
- Revise Housing Authority policies to establish Housing Choice Voucher quotas for medically vulnerable and chronically homeless persons, to expand rental assistance opportunities per HUD guidance. Expand VA Supportive Housing and CoC Rental Assistance projects as possible; identify new sources to create a total of 1,105 new units through rental assistance programs.

⁴ See p. 17-18 and Appendix A for a detailed description of methodology in calculating housing needs.

- Establish policies to expand affordable housing for the extremely low income (<30% AMI) population. Ensuring jurisdictions and developers are aware of this as a priority within their Regional Housing Needs Allocations (RHNA). Estimated need: 1,404 units, 389 permanent supportive housing set-aside units (with services attached), and 1,015 units with affordability restrictions only.
- Significantly expand shared master-leasing and shared single adult living models (such as Buckelew Programs’ Supportive Housing Program or COTS’ local Integrity House model) to create 330 units, approximately 55 master-leased facilities (average 6 persons per facility).
- Convert approximately 41 properties (to serve average 8 persons per property, 330 persons total) into shared or SRO housing on the model of local projects such as Stony Point Commons or Mill Street Supportive Housing.
- Explore partnerships between agencies that are acquiring properties and those implementing shared housing.

7) - **Homeless Youth Task Force:** Housing Income Health

Activities include:

- 270 of the needed units should serve homeless youth, with specialized services that increase their economic security.
- Establish a homeless youth seat on the CoC governing body to ensure youth issues are heard.
- The Youth Task Force should engage Cradle to Career and Sonoma County Behavioral Health in strategizing critical barriers to youth becoming housed. Stigma presents a major barrier to getting services, but a diagnosis can be the key to housing.

8) - **Collaboration with corrections** Housing Income Health

Activities include:

- Ensure transfer from corrections facilities to housing to best serve mutual clients.
- Analyze homeless arrest data for kinds of arrests and design program responses
- Advocacy on decriminalizing homeless status
- Waivers for safe parking and camping
- Engage in County Probation’s planning efforts

9) - **Education Initiatives:** Housing Income Health

Activities include:

- Establish a collaborative scholarship program to assist homeless persons to access education.
- Engage college prep specialists to provide information sessions in homeless service settings, about the earning power of different educational levels and about GED opportunities.

10) **Integrated health care model** Housing Income Health

Engage with partners to expand county-wide activities:

- Build a true street outreach program to identify persons in need of health services, and connect them with housing and medical care.

- Develop integrated health care model at all homeless services sites in partnership with health center care teams. Homeless service providers should follow up on referrals and help re-engage people who have left treatment.
- Expand existing collaborations between Redwood Community Health Coalition and Sonoma County Behavioral Health to more sites serving homeless persons.

11) **Health Care providers:** Housing Income Health

Activities include:

- Expand the Care Transitions project to reach out to additional homeless “high utilizers” in emergency rooms and clinical situations.
- Expand the number of Medi-Cal Health Care providers to meet the new demand.

12) **Substance Abuse Treatment:** Housing Income Health

Activities include:

- Maximize access to Orenda Detox (including unfunded beds) and residential treatment.
- Combine housing resources such as Rapid Re-Housing with outpatient substance abuse treatment
- Address the huge need for men’s step-down sober living (transitional housing or sober shared Rapid Re-Housing units).

13) **Food Security:** Housing Income Health

Activities include:

- Implement a gleaning program at restaurants and agricultural producers to address food insecurity.
- Connect homeless service providers with Health Action Food Aggregation System and Agricultural Cooperative Agreements and/or farmers markets

14) **Alignment:** Housing Income Health

Activities include:

- Assign CoC liaisons to Upstream Investments, Health Action, and Cradle to Career collective impact efforts, and engage with the Innovation Action Council.
- Educate the CoC Membership about the *Opening Doors* Federal Strategic Plan to Prevent & End - Homelessness through the Quarterly Membership meeting. -



14 References

ⁱ <https://www.facebook.com/SCHousingVeterans>.

ⁱⁱ Reports on the initial 10-Year Homeless Action Plan are available at: <http://sonoma-county-continuum-of-care.wikispaces.com/Sonoma+County%E2%80%99s+10-Year+Homeless+Action+Plan>.

ⁱⁱⁱ 2013 Sonoma County Homeless Census & Survey, p. 7:

“As the homeless count on January 25, 2013 only provides a snapshot of homelessness at a single point-in-time, it may not adequately reflect the number of people experiencing homelessness at a different time of year, nor may it reflect the number of people who access the homeless support system over a given year. Therefore, an annual estimation formula was used to extrapolate the number of persons over a given year.”

A description of the methodology used to develop an annual estimation appears at p. 46-47. -

^{iv} Burd-Sharps et al., *A Portrait of Sonoma County*, County of Sonoma Department of Health Services, 2014, <http://www.measureofamerica.org/sonoma/>. -

^v See the H+T Affordability Index, <http://htaindex.cnt.org/>. -

^{vi} Law enforcement and hospital cost data per Malachowski et al., *What we know about the costs of chronic intoxication in Sonoma County*, private communication, May 19, 2014, p. 3. Permanent supportive housing per Continuum of Care calculations, average annual per unit operating cost (\$11,143) based on analysis of existing Continuum of Care-funded - projects; personal communication June 30, 2014.

^{vii} For a summary of the Housing First approach, see “What is Housing First?” (National Alliance to End Homelessness, 2006, http://b.3cdn.net/naeh/b974efab62feb2b36c_pzm6bn4ct.pdf) and “The Housing First Checklist: A Practical Tool for Assessing Housing First in Practice,” (US Interagency Council on Homelessness, http://www.usich.gov/usich_resources/fact_sheets/the_housing_first_checklist_a_practical_tool_for_assessing_housing_first_in/. Accessed September 9, 2013.) -

^{viii} National Low Income Housing Coalition, *Out of Reach 2014: California*. State data file, July 28, 2014: - <http://nlihc.org/oor/2014/CA>. -

^{ix} See for example <http://www.endhomelessness.org/library/entry/3.5-improving-economic-self-sufficiency-enhancing-employment-outcomes-and-i>. -

^x 2013 Sonoma County Homeless Census & Survey, p. 28-29. -

^{xi} See SSI/SSDI Outreach, Access & Recovery: <http://www.prainc.com/soar/>.

^{xii} <http://www.albany.edu/excellencehomelessservices/>

^{xiii} “No wrong door” has been described as “a philosophy of public service that strives to give consumers access to services regardless of how or where they first encounter the system.” Blakeway, C., *One-Stop and No Wrong Door Models: Integration or Coordination*, Oregon Department of Human Services, <http://www.oregon.gov/DHS/spwpd/sua/docs/one-stop.pdf>; accessed August 4, 2014. -

^{xiv} *Op cit.*, SSI/SSDI Outreach, Access & Recovery.



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 38
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors and Board of Commissioners

Board Agenda Date: August 19, 2014

Vote Requirement: Majority

Department or Agency Name(s): County Administrator, Community Development Commission, Health Services, Human Services, PRMD, Probation, Public Defender, Regional Parks, Sheriff, Water Agency

Staff Name and Phone Number:

Kathleen H Kane, 565-7505

Supervisorial District(s):

All

Title: Homeless Outreach Team Pilot Project

Recommended Actions:

- A. Approve the Homeless Outreach Team Pilot Project for one year, for the purpose of engaging the unsheltered homeless people living near the County's waterways and trails.
- B. Approve the one-time use of \$250,000 in Reinvestment and Revitalization funding to complete the necessary \$925,000 Homeless Outreach Team Pilot Project cost.

Executive Summary:

Approval of this agenda item would approve the pilot project, Homeless Outreach Team (HOT), and provide one-time funds of \$250,000 in Reinvestment and Revitalization (R&R) to the Sonoma County Community Development Commission (CDC) toward the project's total \$925,000 for the first year of operations. Approval of the item will also authorize 1.0 FTE Homeless Program Coordinator (Community Development Associate) position, to function part-time as the HOT Project Coordinator and to work part-time carrying out other County initiatives related to homelessness, including identifying alternative funding sources to sustain the HOT program. Staff will bring back the request for position allocation to your Board during 1st quarter budget adjustments.

Background on Reinvestment and Revitalization Funds

On May 14, 2013, your Board established policy direction for the use of Reinvestment and Revitalization (R&R) funds, which are funds returned to the General Fund as a result of the dissolution of Redevelopment. Following several previous discussions on the topic, your Board refined and crystallized your intention for the use of R&R funds, as follows in the following order:

1. To fund former Sonoma County Redevelopment Agency projects previously approved by the

Board of Supervisors acting as the Commissioners of the Redevelopment Agency.

2. To supplement the County General Fund support for the Community Services Fund, which supports a range of public services, including homeless services, by up to \$200,000/year.
3. To fund former Sonoma County Redevelopment Agency programs previously approved by the Board of Supervisors acting as the Commissioners of the Redevelopment Agency.
4. To fund projects and programs in former Sonoma County Redevelopment Agency project areas.
5. To fund projects and programs which promote economic development.
6. To fund affordable housing projects and programs.

Since the adoption of these policies, the Board has reaffirmed its support of homeless-related programming and has appropriated \$150,000 in R&R funding through the FY 14-15 Supplemental Budget Adjustment process for a scattered-site safe parking effort, which is included on your Board's August 19th agenda as a separate item. If your Board approves the use of R&R funds for the HOT Pilot Project, monies from the available R&R fund balance will be used to finance a portion of the program and staff will return during the 1st quarter budget adjustment process to finalize the necessary budget authorization, including providing an updated report on the R&R fund.

Background on the Development of the HOT Pilot Project

The purpose of the HOT is to engage the unsheltered homeless people living near the County's waterways and trails to mitigate the impacts of their homelessness on themselves, other Sonoma County residents, and the environment. This will be accomplished by providing unsheltered homeless people with a variety of services that will move them out of these areas and into housing, and improve their health and well-being.

On January 28, 2014, your Board adopted a Resolution supporting the City of Santa Rosa's Citywide Creek Master Plan. As part of discussion on the item, your Board recognized the environmental and health and safety impacts of homeless encampments along the waterways and on bike paths, and made a recommendation to convene a strategy session to address efforts for cleanup of debris and encampments along creeks and trails. In early April 2014, Supervisor Zane and the County Administrator began meeting with 7 County departments and agencies that have responsibilities, clients, or programs that intersect with the issue: Water Agency, Regional Parks, Health Services, Human Services, Sheriff's Office, Permit and Resource Management (PRMD), and CDC. The Public Defender and Probation subsequently joined the discussions in July, as their clients are also included among the unsheltered homeless people living in these areas.

All Departments agree that simply "sweeping" the encampments periodically would be ineffective in resolving the environmental and health and safety issues. Unless individuals and families are able to obtain the services and housing needed to move out of homelessness, the people who are moved out of an encampment would simply relocate to another place, moving but not addressing the fundamental problem of secure housing. Long-term, CDC and PRMD are working on strategies to increase the affordable housing options that are available in the County. Creation of more housing units will help to

reduce the number of people who are forced to sleep outdoors; however, there is also a need to address the lack of prompt access to substance use and mental health treatment, prevention centered primary care, and other services for unsheltered homeless people, and a need to reduce stigma and overcome the obstacles and resistance that keep some homeless people living outdoors and not connecting to available services and housing options.

Given that the immediate health and safety of homeless individuals is a priority, and the development of sufficient housing options in Sonoma County will take years and significant financial investment, the inter-departmental work group looked towards more near-term measures to resolve the current problems impacting the creeks and trails. To this end, the Departmental work group developed a multi-disciplinary “homeless outreach team” that would be able to meet the unsheltered homeless people where they are and work over a period of time to connect them to existing services and housing options.

There are many models for homeless outreach teams across the country, which differ in composition and objectives given local needs and priorities; however, there are some commonalities in that many such teams include a combination of law enforcement, health, and social service agencies to effectively address the myriad needs of homeless people.

Through a series of discussions that looked broadly at the varied perspectives represented by the many participating County departments and agencies, the work group developed a concept for a Homeless Outreach Team (HOT) whose purpose would be to engage the unsheltered homeless people living near the County’s waterways and trails to mitigate the impacts of creek and trail encampments on the homeless people living there, on other Sonoma County residents, and on the environment. This would be accomplished by establishing trust and rapport and providing the homeless with a variety of services to move them out of these areas and into housing, and improve their health and well-being.

Scope and Function of HOT Pilot Project

Because Sonoma County is so large, with creeks and trails scattered throughout its 1,500 square miles, and because the cost of the intensive multi-disciplinary team is a new approach, the work group recommended a phased approach through an initial 12-month pilot project in the Santa Rosa area where more than one-half of the unsheltered homeless people were found during the 2013 Homeless Count. Such a pilot project would demonstrate whether the homeless outreach team concept could work for the County’s intended purpose and if any adjustments to the work group’s initial concept would be appropriate to increase effectiveness. If successful, the model could be replicated in other areas of the County in future years.

The HOT Pilot Project would focus initially in the area bounded by Hwy 101 to the East and Fulton/Wright Road to the West, and by Guerneville Road to the North and Sebastopol Road to the South, with a concentration on the Joe Rodota Trail, Santa Rosa Creek, and Piner Creek. The goal is to engage 420 homeless people through progressive interactions to move them towards services, and moving 172 of them into long-term housing over a 12-month period. The geographic footprint of the Pilot Project may expand to other creek and trail areas to the extent necessary to engage sufficient numbers of unsheltered homeless people to meet this goal.

The HOT will also provide the homeless people with a variety of services to move them out of the creek and trail areas and into housing, and improve their health and well-being. The functions of the HOT will

include:

- Build trust and rapport with unsheltered homeless individuals in the Pilot Project area.
- Distribute supplies to facilitate outreach success, including but not limited to wound care supplies, hygiene supplies, blankets, and socks.
- Perform wellness checks of homeless individuals.
- Assess the needs of the homeless individuals engaged and make referrals to needed services.
- Assess homeless individuals' health status, i.e., their vulnerability of dying outside.
- Collaborate with Coordinated Intake and County services to place homeless individuals in housing and enroll them in other services.
- Assist homeless people to complete applications for services.
- Provide transportation to shelters, services, and other points as needed.
- Provide storage for belongings of homeless individuals moved from encampments.
- Coordinate with existing trail and waterway clean-ups being conducted by Regional Parks and Water Agency to mitigate fire and other hazardous conditions.

The planned outcomes, proposed performance measures, and housing estimated to be available for the 12-month HOT Pilot Project are detailed in the attached Overview.

HOT Pilot Project Budget

The attached HOT Pilot Project Budget and Budget Narrative represent best estimates of County costs to implement the project. A total of \$924,994 is estimated to be needed to cover all personnel and non-personnel costs. Non-personnel costs include trail clean up and improvements, rental subsidies, and transportation of homeless persons, and temporary storage for belongings of homeless people moved off of creek and trail areas. Several departments and agencies are contributing funding from within their existing budgeted resources by targeting staffing or other resources to the HOT Pilot. These include Health Services, Human Services, CDC, Sheriff, Water Agency, and Parks. One-time use of R&R funds are requested to cover remaining \$250,000 in estimated costs to contract with a nonprofit agency to perform field outreach work, and to pay for one FTE Homeless Project Coordinator in the CDC.

Evolving Issues and Quarterly Reports

The inter-departmental work group will continue meeting to refine the program and will seek to address several issues that need further research or that can be addressed only after more information is gathered through initial operation of the Pilot Project. These issues include but are not limited to:

- Engagement of incorporated jurisdiction law enforcement in coordination with the HOT project
- Animal care for homeless people housed through the HOT project
- Impact upon non-priority constituents, as the focus of the HOT works to house those who have the most acute needs and vulnerability to dying outside
- How the HOT project will have to adapt based on its intent to serve a population that is highly mobile within the region
- How to help the as yet unknown number of people who may choose not to access the services and housing provided by the project
- Use of volunteer support

The CDC will submit HOT Pilot Project status reports to your Board at least quarterly to provide updates on project progress and resolution of these evolving issues.

Alignment with 10-Year Homeless Action Plan & Cost Savings

The proposed HOT Pilot Project closely aligns with the *Sonoma County Continuum of Care 10-Year Homeless Action Plan 2014 Plan Update*, which calls for a focus on strategies and investments to resolve homelessness, not manage it. The Plan seeks to target available resources on measures that lead to permanent housing, with services as needed, for the most vulnerable people first, through use of the Vulnerability Index survey tool and Coordinated Intake system, both of which are integrated in the design of the HOT Pilot. As noted in the Plan, two-thirds of the County’s homeless population is considered to be “medically compromised” and have risk factors that most commonly lead to death on the streets. The Plan notes that this population, which is amply represented amongst the people living along the creeks and trails who will be engaged by the HOT Project, “accounts for untold expense in the County Jail (at \$340 per booking) and hospital emergency rooms (at about \$4,500 per visit), compared to the cost of permanent housing (\$31 per night)”. While the estimated County cost of the 12-month HOT Pilot Project appears to be high at just over \$910,000, the per person cost for a result of housing 172 homeless individuals would be approximately \$5,300, a figure that may be considered reasonable in relation to the on-going cost savings as the people housed no longer require the same types of emergency system interventions.

Prior Board Actions:

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

Moving unsheltered homeless people away from the County’s waterways and trails and into permanent housing will enhance their health and well-being, and will mitigate the environmental and public health/safety impacts of homeless encampments in these areas.

Fiscal Summary - FY 14-15

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 675,000		\$
Add Appropriations Req'd.	\$ 250,000	State/Federal	\$
	\$	Fees/Other	\$ 675,000
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$	R&R Fund	\$ 250,000
Total Expenditure	\$ 925,000	Total Sources	\$ 925,000

Narrative Explanation of Fiscal Impacts (If Required):

If approved, the necessary budget authorizations would be made with first quarter consolidated budget adjustments.

Staffing Impacts

Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Community Development Associate	\$33.30 - \$40.49/hour	1.0	

Narrative Explanation of Staffing Impacts (If Required):

Approval of this item will authorize 1.0 FTE Community Development Associate to CDC to function part-time as HOT Pilot Project Coordinator and to work part-time on other County initiatives related to homelessness. Staff will return during 1st quarter consolidated budget adjustments to allocate the position.

Attachments:

1. Homeless Outreach Team Pilot Project Overview
2. Homeless Outreach Team Pilot Project Budget
3. Homeless Outreach Team Pilot Project Budget Narrative

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

None.

Sonoma County Homeless Outreach Team (HOT)
PILOT PROJECT 2014
SUMMARY OVERVIEW

Purpose of Homeless Outreach Team Pilot Project:

The purpose of the Homeless Outreach Team (HOT) is to engage the unsheltered homeless people living near the County's waterways and trails to mitigate the impacts of their homelessness on themselves, other Sonoma County residents, and the environment. This will be accomplished by providing the homeless with a variety of services that will move them out of these areas and into housing, and improve their health and well-being.

Scope of HOT Pilot Project:

The HOT Pilot Project will focus attention on the area bounded by Hwy 101 to the East and Fulton/Wright Road to the West, and by Guerneville Road to the North and Sebastopol Road to the South, with a concentration on the Joe Rodota Trail, Santa Rosa Creek, and Piner Creek. The goal is to engage 420 homeless people through progressive interactions to move them towards services, and moving 172 of them into long-term housing over a 12-month period. The geographic footprint of the Pilot Project may expand to other creek and trail areas to the extent necessary to engage sufficient numbers of unsheltered homeless people to meet this goal.

Functions of the HOT Pilot Project:

- Build trust with unsheltered homeless individuals in the Pilot Project area.
- Distribute outreach supplies including but not limited to wound care supplies, hygiene supplies, blankets, and socks.
- Perform well checks of homeless individuals.
- Assess the needs of the homeless individuals engaged.
- Assess homeless individuals' vulnerability of dying outside.
- Collaborate with Coordinated Intake and County services to place homeless individuals in housing and enroll them in other services.
- Assist homeless people to complete applications for services.
- Provide transportation to shelters, services, and other points as needed.
- Provide storage for belongings of homeless individuals moved from encampments.
- Coordinate with existing trail and waterway clean-ups being conducted by Regional Parks and Water Agency to mitigate fire and other hazardous conditions.

Planned Outcomes of HOT Pilot Project:

- Homeless Outreach Team established, partnering with a non-profit partner.
- HOT establishes and maintains trust of homeless individuals in defined geographic area.
- Baseline assessments of unsheltered homeless persons who live or spend daytime hours in the Pilot Project area are completed.
- Serial follow-up assessments (and reports) of this defined population at future time points are completed.
- The health status of homeless individuals who live or spend daytime hours in the Pilot Project area is improved.

- 172 homeless individuals who live or spend daytime hours in the Pilot Project area are moved into long-term housing. (Note: A fully functioning HOT would have a goal of housing 230 individuals annually. Due to ramp-up work during the Pilot Project, the number of individuals anticipated to be housed during the first 12 months is 75% of the annual goal.)
- Analysis and report of the type, amount and expense of interventions provided is completed and sets precedent for future analyses/reports.
- The status of environment and public safety of trails and waterways in the Pilot Project area is improved.
- Analysis and report of type, and amount of law enforcement activity is completed and sets precedent for future analyses/reports.

Proposed Performance Measures of HOT Pilot Project:

Given the ramp-up work during the Pilot Project, the following performance measures are based on 75% of annual goals for a fully functioning HOT Project. These goals are ambitious and not yet informed by local experience. Through the Pilot Project work, we will learn how much effort (time/staffing/other resources) is needed per person housed, and the project design and / or expected performance measures may be revised, as appropriate.

- Conduct outreach to at least 420 persons, and house 172 of them (41%) in long-term housing (permanent supportive housing, Rapid Re-Housing units, or transitional housing).
- Screen 230 (55% of target population) with Vulnerability Index-Service Prioritization Decision Assistance Tool (VI-SPDAT) and link to health screening for HIV/HCV/TB.
- Increase percentage with a medical home from approximately 49% to 60% in year 1.
- Establish a source of income for 60% of the housed cohort.
- Decrease by 18% the number of emergency room visits, ambulance trips, hospitalizations, and law enforcement interactions by the housed cohort.
- Increase health coverage from 77% to 90% among the housed cohort (175 persons) and to 85% of the total cohort screened with VI-SPAT tool by HOT team (230 persons).
- Decrease in number of needed environmental interventions to clean encampments.
- Decrease in the number of complaints lodged or calls made to law enforcement.

Housing estimated to be available for HOT Pilot Project:

Long-term Housing

Permanent Supportive Housing for single adults (89 beds)	89 persons
Rapid Re-Housing, portion of known capacity for families & singles (34 units)	41 persons
<i>Assumes 4 families with average of 3 persons each. Balance are adults.</i>	
Total households to be permanently housed (“Housing First” model)	<u>130</u> persons
Transitional housing beds (approx. 12-month stay for people needing PSH)	<u>42</u> persons
Total Long-term Housing	<u>172</u> persons
<i>(Note: To the extent possible, placement will be made directly into long-term housing per Housing First model.)</i>	

90-day Shelter stays prior to placement in long-term housing:

Shelter beds available due to change of priorities to homeless with most acute health needs (27 beds @ 90-day stay)	108 persons
<i>(Note: Shelter beds will be made available if needed for short-term stays while</i>	

long-term housing is located.)

Phases of Implementation:

- Phase 1 – Establish and operate HOT Pilot Project – 12 months
- Phase 2 – Program evaluation, modifications, and resource identification for possible ongoing HOT Project – during and immediately following implementation phase
- Phase 3 – Operation of HOT Project throughout County – Ongoing, as needed.

**MULTI-DISCIPLINARY HOMELESS OUTREACH TEAM
PILOT PROJECT BUDGET**

	Expenses			Match Funding		R&R Budget Request
	CBO Contract(s)	County Dept/Agency	Total	Amount	Source	
<u>Personnel</u>						
CDC Homeless Program Coordinator @ 1.0 FTE	\$0	\$172,183	\$172,183	\$0	-	\$172,183
1. Behavioral Health Outreach 2. Field Eligibility Worker 3. Health Coordinator @ 1.62 FTE, combined	\$105,300	\$0	\$105,300	\$78,975	Water	\$26,325
Coordinated Intake (Assessment/Case Mgmt)	\$142,198	\$0	\$142,198	\$142,198	CDC	\$0
Dedicated Office-Based Eligibility Worker @ 1.0 FTE	\$0	\$168,019	\$168,019	\$168,019	HSD	\$0
Health Data & Systems Support Specialist @ 0.1 FTE	\$0	\$8,500	\$8,500	\$8,500	DHS	\$0
Behavioral Health Outreach & Client Support Specialist @0.1 FTE	\$0	\$6,250	\$6,250	\$6,250	DHS	\$0
DHS Project Liaison @0.1 FTE	\$0	\$5,400	\$5,400	\$5,400	DHS	\$0
Probation Officer + Vehicle @0.1 FTE	\$0	\$14,500	\$14,500	\$14,500	Probation	\$0
County Community Oriented Policing Team @0.25 FTE	\$0	\$50,000	\$50,000	\$50,000	Sheriff	\$0
<u>Non-Personnel</u>						
Rental Subsidies	\$0	\$65,000	\$65,000	\$65,000	CDC	\$0
Joe Rodota Trail Improvements	\$0	\$103,892	\$103,892	\$103,892	Regional Parks	\$0
Transportation	\$6,000	\$0	\$6,000	\$6,000	Water	\$0
Storage	\$10,000	\$0	\$10,000	\$0	-	\$10,000
Tablets/phones	\$10,000	\$0	\$10,000	\$0	-	\$10,000
Indirect/contingency 20%	\$26,260	\$31,492	\$57,752	\$26,260	Water	\$31,492
Totals	\$299,758	\$625,236	\$924,994	\$674,994		\$250,000

**MULTI-DISCIPLINARY HOMELESS OUTREACH TEAM
PILOT PROJECT BUDGET - EXPENSE NARRATIVE**

Personnel	
CDC Homeless Program Coordinator	<p>The CDC will use R&R or other identified GF funds to hire a 1.0 FTE Homeless Program Coordinator who will work part-time as HOT Pilot Project Coordinator and part-time carrying out other homeless-related County initiatives that cannot be paid for with CDC's restricted funds. While the CDC's main funding source is numerous federal grant streams that fund a variety of affordable housing and homelessness assistance programs, those existing federal sources are restricted to use for the specific purposes of the grants and are already inadequate for general program administration. They are therefore unavailable for County initiatives or for planning and program development. Recognizing this fact, the County provides a small, annual baseline GF allocation to CDC to 1) pay administrative costs for performing work requested by the County, 2) fund general government costs for which the agency's federal funds cannot be used, and 3) augment those inadequate federal streams to enable the agency to complete all administrative work required to continue receiving the millions of federal dollars for direct assistance to lower-income families and communities. The CDC requested an increased baseline GF allocation to enable staff to perform the expanded scope of homelessness program planning, development, and implementation that began in January 2014 and that cannot be funded through HUD grants. That request has not yet been approved, and is now included in the Pilot Project budget to fund year 1 of this work. This amount would be requested for inclusion in the CDC's ongoing GF baseline to perform homelessness related work in future years.</p>
1. Behavioral Health Outreach 2. Field Eligibility Worker 3. Health Coordinator	<p>CDC will contract with a CBO to provide the following services (estimated 1.62 FTE combined):</p> <ol style="list-style-type: none"> 1. CBO Field Worker addressing Mental Health Substance Use <ul style="list-style-type: none"> o Conduct VI-SPDAT screening tool and other relevant surveys o Provide Mental Health or Substance Use field services/case management o Liaison with primary care providers and Coordinated Intake project 2. CBO Field Eligibility Worker <ul style="list-style-type: none"> o Provide eligibility services in the field o Liaison with dedicated office based eligibility worker 3. CBO Field Health Coordinator <ul style="list-style-type: none"> o Distribute outreach supplies including hygiene supplies o Liaison with primary care providers and housing providers

Coordinated Intake	The CDC is now in the process of developing the Coordinated Intake (CI) system, which will function as a single entry, or “front door”, assessment and referral system for all homeless services in the County. The CI program will utilize the screening and assessment tools tested in the Vulnerability Index initiative. The CDC was recently awarded a HUD grant that, along with the secured local match, will provide \$140,000 annually for the CI system. The CI pilot is scheduled for launch in October 2014. The CDC will contract with a CBO operator which will use the HUD funding to pay for ~2 FTE’s: a CI project coordinator and a lead crisis case manager. The plan also includes building a Social Worker intern program to provide housing wait list case management.
Dedicated Office-Based Eligibility Worker	Approved by the Board of Supervisors in November 2012, HSD created a CalFresh Community Connections unit, a group of eligibility workers focused on community outreach to conduct education and application assistance at targeted sites and targeted populations. HSD will utilize the CalFresh Community Connections unit (1.0 FTE Eligibility Worker) as a match to the Homeless Outreach Team (HOT). The unit will act as a single point of contact for the HOT to facilitate the processing of public assistance applications for Medi-Cal and CalFresh, and will provide direction for General Assistance and CalWORKs applications, as needed.
Health Data & Systems Support Specialist	The Health Data & Systems Support Specialist (0.1 FTE) will help describe the designated population through data evaluation, health system impact, and provide consultation and input to planning staff. Additionally, the Health Data & Systems Support Specialist will lend reporting guidance to the CDC Project lead in quantifying the effects of a particular outreach effort.
Behavioral Health Outreach & Client Support Specialist	The Behavioral Health Outreach & Client Support Specialist (0.1 FTE) will help provide referral services, coordination, and training to the HOT Project regarding health case management. Additionally, the Behavioral Health Outreach & Client Support Specialist can help develop client planning efforts specific to the selected population of this pilot project.
DHS Project Liaison	DHS Administration and the DHS Public Health Division (0.1 FTE combined) will provide coordination and Liaison efforts between the HOT and the ongoing work of the Department’s health delivery system to find potential program efficiencies.
Probation Officer	A Probation Officer will: 1. Provide information and support to HOT members regarding offenders under Department supervision who are contacted in conjunction with Homeless Outreach Team activities; 2. Liaise with housing providers, Sheriff’s Office, Public Defender's Office and social services providers to assist in placing supervised offenders in appropriate housing; and 3) on an infrequent basis, accompany HOT members when conducting outreach activities.

County Community Oriented Policing Team	Part-time Sheriff Community Oriented Policing staff: 1. Provide reporting data on law enforcement activity 2. Provide on-call support to HOT members as needed on property in County 3. Liaison with housing providers, Probation Dept, and Public Defender's Office
Santa Rosa Police Dept. Downtown Enforcement Team	SRPD Downtown Enforcement Team officers : 1. Collect/disseminate data from Crime Analysis team 2. Provide law enforcement action when appropriate 3. Provide security during specific outreach times with the HOT 3. Refer subjects to direct services through HOT project 4. Liaison with on-going HOT planning efforts
Non-Personnel	
Rental Subsidies	The Sonoma County Housing Authority will use HOME Tenant-Based Rental Assistance funds to enable 7 homeless individuals or families who are identified as high priority for housing through the Vulnerability Index assessment.
Joe Rodota Trail Improvements	1. Vandal-proof trash bins, installation, and materials (6) 2. Seal & stripe trail 3. Replace vandalized & damaged signage 4. Weekly Clean-Up Crew (SAC)
Transportation	Transportation of homeless people by CBO field staff from and to various points.
Storage	Storage provided by CBO field team for belongings of homeless people who are relocated from trail and creekside areas. Avoids need to comply with new legal requirements under which law enforcement is now required to follow very costly seizure and evidence-tracking procedures when confiscating belongings during sweeps.
Tablets/phones	Equipment for CBO field outreach staff.
Indirect/contingency	Admin costs and contingency for CBO and CDC staff.



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 39
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors and Board of Commissioners

Board Agenda Date: August 19, 2014

Vote Requirement: Majority

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

Staff Name and Phone Number:

Mark Krug, 565-7509

Supervisorial District(s):

All

Title: Scattered Site Safe Parking Program

Recommended Actions:

Approve the Scattered Site Safe Parking Program, and authorize the Executive Director of the Community Development Commission to execute the Funding Agreement with Catholic Charities of the Diocese of Santa Rosa for the period July 1, 2014 to June 30, 2015 in an amount not-to-exceed \$150,000.

Executive Summary:

Approval of this agenda item would approve the “scattered-site safe parking” program and authorize the Executive Director of the Sonoma County Community Development Commission (CDC) to enter into a funding agreement with Catholic Charities for operating the program. The funding agreement would authorize reimbursing Catholic Charities for program expenses up to \$150,000 for FY 2014-15, contingent upon Catholic Charities’ ability to meet implementation milestones, including the identification of at least 30 parking sites for participant’s use by September 30, 2014.

BACKGROUND

On January 7 and 28, 2014, your Board approved a total of \$320,703 in General Fund Contingencies (\$179,750) and Reinvestment and Revitalization Funds (R&R; \$140,953) for seven activities to protect homeless persons from the cold and inclement weather in 2014. One of those activities was the establishment of a “Safe Parking” Program at the County Fairgrounds site, Lot D, which began on February 3 and was budgeted at a total of \$90,953 for approximately three months of operation.

The program cost roughly \$1,000 per day and provided 1,914 “vehicle-nights” (one vehicle parked for one night is a vehicle-night). Thus, the cost per vehicle-night was approximately \$47.52. Many users and potential users cited the cost of gas to drive to the Fairgrounds as a barrier to using the program. Based on these factors, your Board agreed with County, CDC, and Catholic Charities’ staff recommendation that the safe parking program cease operations at the Fairgrounds in April 2014 and be replaced with a

scattered-site model of operations. This model, which is used in other localities nationwide, utilizes voluntarily offered private and publicly owned properties, such as church parking lots, as safe parking zones.

Catholic Charities was authorized by your Board on April 15 to initiate the transition from the centralized Fairgrounds program to a county-wide scattered-site program, through June 30, 2014, utilizing remaining funds available from the January appropriation to operate the Fairgrounds program. CDC staff estimate that this approach for a safe parking program can be operated at a significantly lower cost than the Fairgrounds program. Staff estimated that a scattered site program would cost \$100,000 to \$200,000 annually depending on program specifics, and would help to mitigate the high cost of gas cited by homeless persons as an obstacle to using the centralized, Fairgrounds program. Through the FY 2014-15 budget process, \$150,000 in R&R funding was appropriated for this purpose. Projecting the first-year utilization at 8,000 vehicle-nights, the cost per vehicle night is expected to be approximately \$18.75, 61% lower than the comparable vehicle-night cost from the Fairgrounds winter program.

Also on April 15, your Board authorized CDC staff to initiate a Request for Qualifications solicitation process to identify and select a qualified and local non-profit homeless services provider to implement the new scattered-site model starting in July 2014. Catholic Charities was the sole respondent, and CDC staff is fully supportive of selecting Catholic Charities, based in large part on their exemplary performance in establishing and operating a safe parking program in Sonoma County.

The attached funding agreement would require Catholic Charities to reach out to neighborhood residents to provide them with adequate notice and information about the program's operation, including who to contact in case of any problems, and to satisfy local government land use requirements. Because sites can be located in any one of ten different local government jurisdictions, such requirements vary. Catholic Charities would be expected to work with the appropriate department or departments of the jurisdiction to assure that the site complies with the requirements and policies of that jurisdiction, including the engagement of neighbors where sites will be located. The agreement would also require that all sites have sanitary facilities comparable to those provided through the Fairgrounds program, namely, restrooms, heating facilities as needed for cold weather, and satisfactory monitoring protocols to ensure safety of the program participants and area residents. Showers should be provided on-site or available to participants off-site at a convenient location such as the Homeless Services Center.

Data collected from the Fairgrounds program supports the fact that many homeless persons using their vehicles are relatively new to homelessness; over one-third were homeless for the first time and a like number homeless just one or two times in the past. A large percent, about 24%, had never requested services from a homeless service provider. Thus, safe parking programs serve as a conduit to homeless and re-housing services and in some cases, mainstream "safety-net" human and health program services as well.

The safe parking program is largely intended to provide for personal safety and reliable access to sanitation facilities and therefore, it is aligned with strategies to address health issues affecting the homeless in the Sonoma County Continuum of Care's *10-Year Homeless Action Plan: 2014 Plan Update*. The Plan characterizes the safe parking program as an emergency program and states: "The design of

such emergency programs should align with this overall Plan to end homelessness, and connect unsheltered people to case management and housing as much as possible.” Catholic Charities’ operation of this program has done just this, as they very much utilize the safe parking program to connect people to services and offer case management services in order to help homeless clients find a path to resolve their homelessness.

The Funding Agreement with Catholic Charities will require quarterly performance measurement, including reporting on program outcomes, program service levels, and client demography. Specifically, Catholic Charities will report on the number of clients who successfully 1) acquired a temporary or permanent housing situation, 2) enter a Rapid Re-Housing program, 3) achieve an increase in income through a public benefits program; 4) acquire health insurance; 5) are accepted into a treatment program for mental illness or substance abuse; and 6) other similar measurements as directed by Commission staff. The Agreement contains incremental performance benchmarks, for example, that at least 30 parking spots are available for participant’s use by September 30, 2014 and 50 parking sites by June 30, 2015.

Prior Board Actions:

04/15/2014 – Board approved the transition from a Fairgrounds-based safe parking program to a scattered-site program, and related actions.
 01/28/2014 – Board approved \$140,953 for “safe parking” program and motel vouchers.
 01/07/2014 – Board approved \$179,750 for five elements of cold weather homelessness response.

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

Fiscal Summary - FY 14-15

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

Narrative Explanation of Fiscal Impacts (If Required):

The approved FY 2014-15 County budget includes an appropriation of \$150,000 in Reinvestment & Revitalization (R &R) funds for the subject scattered-site, safe parking program.

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:			
Scattered Site Safe Parking Funding Agreement			
Related Items “On File” with the Clerk of the Board:			

**SCATTERED-SITE SAFE PARKING PROGRAM
FUNDING GRANT AGREEMENT
FISCAL YEAR 2014-2015**

The following is an agreement, dated for convenience as of July 1, 2014, by and between the Sonoma County Community Development Commission, hereinafter called "COMMISSION," and Catholic Charities of Santa Rosa, hereinafter called "CONTRACTOR."

WITNESSETH:

WHEREAS, COMMISSION administers certain housing and community development activities with funding from federal and local discretionary funding, hereinafter called "Funding"; and

WHEREAS, on June 17, 2014, the Board of Supervisors of the County of Sonoma budgeted \$150,000 for use by COMMISSION in fiscal year 2014-2015 for the **Scattered-Site Safe Parking Program**.

NOW, THEREFORE, COMMISSION and CONTRACTOR for and in consideration of their mutual promises and agreements herein contained do agree as follows:

1. Term of Agreement: CONTRACTOR agrees to provide the services described in this Agreement for a period beginning July 1, 2014 and continuing until June 30, 2015, unless extended by mutual written agreement of the parties hereto pursuant to paragraph 19 or terminated pursuant to paragraph 2.
2. Termination: At any time and without cause, COMMISSION shall have the right in its sole discretion, to terminate this Agreement by giving thirty (30) days written notice to CONTRACTOR. In such event, CONTRACTOR shall be entitled to receive full payment for all services satisfactorily rendered and expenses incurred hereunder.

If CONTRACTOR shall fail to perform any of its obligations hereunder, within the time and in the manner herein provided or otherwise violate any of the terms of this Agreement, COMMISSION may terminate this Agreement by giving CONTRACTOR written notice of such termination. CONTRACTOR shall have the right to initiate a cure for the default within thirty (30) days of the date of the written notice of termination of the Agreement for cause, and shall complete said cure within ninety (90) days of the date of the written notice of termination. If COMMISSION terminates this Agreement for cause, CONTRACTOR shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred, less the amount of damage, if any, sustained by COMMISSION by virtue of the breach of the Agreement by CONTRACTOR.

3. Scope of Services:

3.1 CONTRACTOR's Specified Services: CONTRACTOR shall, in a manner satisfactory to COMMISSION, perform the services set forth in the following checked exhibits, attached hereto and incorporated herein by specific reference and pursuant to Article 14, Prosecution of Work. In the event of a conflict between the body of this Agreement and any Exhibit hereto, the provisions in the body of this Agreement shall control.

<u>TYPE OF FUNDING</u>	<u>TYPE OF PROJECT</u>	<u>ATTACHED EXHIBITS</u>
<input type="checkbox"/> ESG CFDA #14.231 <input type="checkbox"/> CDBG CFDA #14.218 <input type="checkbox"/> HOME CFDA #14.239 <input type="checkbox"/> CSF <input checked="" type="checkbox"/> other County funding	<input type="checkbox"/> CITY/TOWN <input checked="" type="checkbox"/> PUBLIC SERVICE <input type="checkbox"/> COUNTYWIDE /UNINCORPORATED <input type="checkbox"/> AFFORDABLE HOUSING <input type="checkbox"/> CHDO <input type="checkbox"/> TBRA <input type="checkbox"/> COUNTY-OWNED PUBLIC FACILITIES & IMPROVEMENTS	<input checked="" type="checkbox"/> EXHIBIT A-Scope of Services <input checked="" type="checkbox"/> EXHIBIT B-Budget <input type="checkbox"/> EXHIBIT C-Construction <input type="checkbox"/> EXHIBIT D-Davis-Bacon <input type="checkbox"/> EXHIBIT E-Environmental <input type="checkbox"/> EXHIBIT F-Real Property <input checked="" type="checkbox"/> EXHIBIT G-HMIS <input type="checkbox"/> EXHIBIT H-HOME <input type="checkbox"/> EXHIBIT I- Federal Funding Requirements <input checked="" type="checkbox"/> EXHIBIT K-Insurance Requirements for Public Service Programs

3.2 Cooperation With COMMISSION. CONTRACTOR shall cooperate with COMMISSION staff in the performance of all work hereunder.

3.3. 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. COMMISSION 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 COMMISSION shall not operate as a waiver or release. If COMMISSION determines that any of CONTRACTOR's work is not in accordance with such level of competency and standard of care, COMMISSION, in its sole discretion, shall have the right to do any or all of the following: (a) require CONTRACTOR to meet with COMMISSION 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.

3.4. Assigned Personnel.

3.4.1. CONTRACTOR shall assign only competent personnel to perform work hereunder. In the event that at any time COMMISSION, in its sole discretion, desires the removal of any person or persons assigned by CONTRACTOR to perform work hereunder, CONTRACTOR shall remove such person or persons immediately upon receiving written notice from COMMISSION.

3.4.2. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by COMMISSION to be key personnel whose services were a material inducement to COMMISSION to enter into this Agreement, and without whose services COMMISSION would not have entered into this Agreement. CONTRACTOR shall not remove, replace, substitute, or otherwise change any key personnel without the written notification to COMMISSION.

3.4.3. 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.

4. Payment: COMMISSION agrees to pay to CONTRACTOR amounts not to exceed the costs incurred by CONTRACTOR consistent with the budget and other terms contained in Exhibit B attached hereto and incorporated herein by specific reference, and with other provisions of this Agreement. Reimbursement payment will be made in installments in accordance with Exhibit B, Budget, after CONTRACTOR submits adequate written documentation of the expenses incurred in a form specified by COMMISSION. Reimbursement requests should be submitted to COMMISSION at least quarterly. In no event shall the total amount payable under this Agreement exceed \$150,000.

5. 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:

COMMISSION: Sonoma County Community Development Commission
 1440 Guerneville Road
 Santa Rosa, CA 95403

CONTRACTOR: Catholic Charities of Santa Rosa
 PO Box 4900
 Santa Rosa CA 95402

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

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

7. 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, Agencies, and other agents in connection with this Agreement shall be the property of COMMISSION. COMMISSION shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, CONTRACTOR shall promptly deliver to COMMISSION all such documents, which have not already been provided to COMMISSION in such form or format, as COMMISSION deems appropriate. Such documents shall be and will remain the property of COMMISSION 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 COMMISSION.

8. Operational Changes: CONTRACTOR shall forward any material modifications to its program, policies, or procedures to COMMISSION.

9. Subcontracts: CONTRACTOR shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement. CONTRACTOR shall monitor all subcontracted services on a regular basis to ensure contract compliance. CONTRACTOR shall undertake to ensure that all subcontracts let in the performance of this Agreement are awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to COMMISSION along with a summary description of the selection process.

10. Status of Contractor: The parties intend that CONTRACTOR, in performing the services herein specified, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. CONTRACTOR is not to be considered an agent or employee of COMMISSION and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits COMMISSION provides its employees.

11. Insurance: CONTRACTOR is required to maintain the insurance specified in Exhibit K, which is attached hereto and incorporated herein by this reference.

12. Indemnification: CONTRACTOR agrees to accept all responsibility for loss or damage to any person or entity, including but not limited to COMMISSION, and to defend, indemnify, hold harmless, reimburse and release COMMISSION, its officers, agents and employees from and against any and all actions, claims, damages, disabilities, liabilities and expense, including but not limited to attorneys' fees and the cost of litigation incurred in the defense of claims as to which this indemnity applies or incurred in an action by COMMISSION to enforce the indemnity provisions herein, whether arising from personal injury, property damage or economic loss of any type, that may be asserted by any person or entity, including CONTRACTOR, arising

out of or in connection with the performance of CONTRACTOR hereunder, whether or not there is concurrent negligence on the part of COMMISSION, but, to the extent required by law, excluding liability due to the sole or active negligence or due to the willful misconduct of COMMISSION. If there is a possible obligation to indemnify, CONTRACTOR's duty to defend exists regardless of whether it is ultimately determined that there is not a duty to indemnify. COMMISSION shall have the right to select its own legal counsel at the expense of CONTRACTOR, subject to CONTRACTOR's approval, which approval shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for CONTRACTOR or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

13. COMMISSION's Liaison Officer. The COMMISSION shall appoint a designated liaison officer. That officer shall have the authority to monitor the program and fiscal operations of the CONTRACTOR on behalf of the COMMISSION. The CONTRACTOR shall appoint a representative to be available to the COMMISSION for consultation and assistance during the performance of this Agreement.

13.1 Responsibilities. The COMMISSION's designated liaison officer or her/his designated representative shall have the responsibility to review and approve the CONTRACTOR's Reimbursement Request. Approval shall be based on whether or not the CONTRACTOR is making expenditures, keeping records and providing services as required by this Agreement.

14. 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.

15. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not increase the amount paid under the Agreement, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Executive Director in a form approved by County Counsel. The Board of Commissioners and/or the Sonoma County Board of Supervisors must authorize all other extra or changed work. 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 perform without such express and prior written authorization of the COMMISSION.

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

17. 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 California Code of Civil Procedure § 1856.

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

18. Reporting: CONTRACTOR agrees to provide a written quarterly report ten (10) days after the end of each quarter. Each quarterly report shall describe the progress of the project.

Within ten (10) days after the termination date of this Agreement, CONTRACTOR agrees to submit to COMMISSION a final report that will address the accomplishments made during the funding period. All quarterly and final reports shall be submitted in a form specified by COMMISSION.

19. Amendments: The COMMISSION or CONTRACTOR may amend this Agreement at any time providing that such amendments make specific reference to this Agreement, and are executed in writing, signed by duly authorized representatives of both organizations, and approved by the COMMISSION's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the COMMISSION or CONTRACTOR from its obligations under this Agreement.

The COMMISSION may, in its discretion, amend this Agreement to conform to federal, state or local governmental guidelines, policies, and changes in available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both COMMISSION and CONTRACTOR.

20. Publicity: Any publicity generated by CONTRACTOR for the work performed pursuant to this Agreement, during the term of this Agreement or for one year thereafter, will make reference to the contribution of COMMISSION in making the project possible. The words "Sonoma County Community Development Commission" will be explicitly stated in any and all pieces of

publicity, including but not limited to flyers, press releases, posters, brochures, public service announcements, interviews, and newspaper articles.

21. Representations of Contractor.

21.1 Standard of Care. COMMISSION 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 COMMISSION shall not operate as a waiver or release.

21.2 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 COMMISSION and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits COMMISSION provides its employees. In the event COMMISSION exercises its right to terminate this Agreement pursuant to Article 2, above, CONTRACTOR expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees

21.3 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, consultant has the obligation to inform the COMMISSION.

21.4 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 COMMISSION 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 COMMISSION is audited for compliance regarding any withholding or other applicable taxes, CONTRACTOR agrees to furnish COMMISSION with proof of payment of taxes on these earnings.

21.5 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 COMMISSION for inspection at any reasonable time. CONTRACTOR shall maintain such records for a period of four (4) years following completion of work hereunder.

21.6 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 COMMISSION, 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 COMMISSION disclosing CONTRACTOR's or such other person's financial interests.

21.7 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.

21.8 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.

21.9 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.

21.10 Assignment of Rights. CONTRACTOR assigns to COMMISSION all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by CONTRACTOR in connection with this Agreement. CONTRACTOR agrees to take such actions as are necessary to protect the rights assigned to COMMISSION in this Agreement, and to refrain from taking any action which would impair those rights. 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 COMMISSION may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of COMMISSION. 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 COMMISSION.

21.11 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, consultants, and other agents in connection with this Agreement shall be the property of COMMISSION. COMMISSION shall be entitled to immediate possession of such documents upon

completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, CONTRACTOR shall promptly deliver to COMMISSION all such documents, which have not already been provided to COMMISSION in such form or format, as COMMISSION deems appropriate. Such documents shall be and will remain the property of COMMISSION 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 COMMISSION.

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

22. Miscellaneous Provisions.

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

22.2 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 COMMISSION acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. CONTRACTOR and COMMISSION acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

22.3 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.

22.4 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.

22.5 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.

22.6 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.

22.7 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.

22.8. 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.

22.9 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 instrument or caused this Agreement to be executed by their duly authorized agents this _____ day of _____, 2014.

SONOMA COUNTY COMMUNITY
DEVELOPMENT COMMISSION

By:

Kathleen H. Kane, Executive Director

CATHOLIC CHARITIES OF SANTA ROSA

By:

Len Marabella, Interim Executive Director

EXHIBIT A
SCOPE OF WORK

1. Services to be Provided

1.1 CONTRACTOR Duties

1.1.1. CONTRACTOR shall provide services defined and set forth in Exhibit A-I attached hereto and incorporated by this reference.

1.1.2. CONTRACTOR shall provide all necessary qualified personnel for performance of services under this Agreement.

1.1.3. CONTRACTOR shall record services and submit reports as required by COMMISSION, enumerating all services delivered to clients. CONTRACTOR shall make available to COMMISSION all records necessary to conduct thorough and comprehensive contract monitoring and auditing, and to conduct research and evaluation concerning CONTRACTOR and project as appropriate under terms of this Agreement.

1.1.4 CONTRACTOR agrees to provide a written quarterly report ten (10) days after the end of each quarter. Each quarterly report shall describe the progress of the project. Within ten (10) days after the termination date of this Agreement, CONTRACTOR agrees to submit to COMMISSION a final report that will address the accomplishments made during the funding period. All quarterly and final reports shall be submitted in a form specified by COMMISSION. CONTRACTOR, if a non-profit California Corporation, agrees to submit minutes of their Board of Directors meetings to the COMMISSION, electronically or in hard copy, in a timely fashion.

1.1.5 COMMISSION agrees to pay to CONTRACTOR amounts not to exceed the costs incurred by CONTRACTOR consistent with the budget and other terms contained in Exhibit B attached hereto and incorporated herein by specific reference, and with other provisions of this Agreement. Reimbursement payment will be made in installments in accordance with Exhibit B after CONTRACTOR submits adequate written documentation of the expenses incurred in a form specified by COMMISSION. Reimbursement requests should be submitted to COMMISSION at least quarterly.

EXHIBIT A-I
SCOPE OF WORK

Catholic Charities of Santa Rosa
Scattered-Site Safe Parking Program

The Scattered Site Safe Parking Program provides a safe parking environment and supportive services for homeless persons and families living in their vehicles for overnight stays. Public and private property owners can volunteer their properties for this purpose and the CONTRACTOR will provide technical assistance including the provision of documents and procedural guides as well as staffing and organizational support.

Program Elements: The Scattered-Site Safe Parking Program shall contain these elements:

1. Provision of technical assistance and support to enable public and private property owners to undertake safe parking on their properties
2. Outreach to identify and encourage property owners to participate
3. Informational outreach to owners/residents of properties in proximity to identified safe parking sites
4. Outreach to potential vehicular dwellers and a centralized process for fielding inquiries from potential vehicular dwellers to match them to participating sites and for the provision of other homeless services
5. Access to adequate sanitary facilities for all vehicular dwellers
6. Access to heating facilities, as needed, for all vehicular dwellers
7. Adequate measures and monitoring to ensure on-site safety and security
8. Timely and complete reporting of client demographics and other basic program data through the Sonoma County Homeless Management Information System (HMIS), or other mechanism as approved by the CDC
9. Financial assistance to clients for fuel costs to the extent budgetary resources are available for this purpose

Services: CONTRACTOR services will include, but is not limited to the following:

1. Develop an Agreement to be executed by the CONTRACTOR and property owners that establish basic rules for the vehicle dwellers and that clearly defines the roles and responsibilities of the CONTRACTOR and the property owners.
2. Develop and make available to property owners program documents such as the contract between vehicle dwellers and property owners, policy and procedural guidelines, client intake and eligibility forms and processes, response protocols and similar documents that allow for a “turn-key” program for property owners.
3. Reach-out to property owners throughout Sonoma County to enlist into the Safe Parking program, seeking geographic dispersal to the degree possible.
4. Provide program support and trouble-shooting assistance to participating and potentially participating property owners to facilitate an effective County-wide program.

Unduplicated Numbers to be served by the project:

75 Individuals

60 Households

Program Utilization in “vehicle-nights” (one vehicle parked for one night equals one “vehicle-night”) = 8,000

Program Utilization in parking space capacity:

30 by September 30, 2014

50 by June 30, 2015

HMIS Participation

Required Not Applicable (Project will be HMIS Service Only setup)

- For all individuals in the program including primary vehicle operator and passengers, provider will complete Participant Demographics, Safe-Parking TouchPoints, Program Entry/Exit, Parking Attendance using EtO Collections and records of all program referrals to services made to HMIS participating providers
- Literally Homeless Verification and Documentation Requirements per HUD Homeless Status Definition Final Rule, December 5, 2011, CFR Parts 91, 582 and 583:

At-Risk of Homelessness Verification and Documentation Requirements per ESG Final Rule, December 5, 2012, CFR Parts 91, 582 and 583:

Required Not Applicable

Reporting Requirements:

CONTRACTOR shall report quarterly on approved COMMISSION formatted template the following data:

1. Using a COMMISSION required reporting format the provider will report the following:
 - a. Unduplicated individuals either separately or presenting as a household who were served by the Scattered-Site Safe Parking Program
 - b. Nightly attendance for all participants in vehicles, separated by parking site
 - c. Number and type of referrals made to participants during the report period
 - d. Other data included on the Safe Parking Touchpoint assessment as needed
2. Report on technical assistance efforts and number of new parking sites developed through CONTRACTOR’s partner outreach efforts.
3. Report on number of participants referred to Rapid Re-Housing programs and of those number how many were housed with RRH funding
4. Report on number of program participants who
 - a. Achieve an increase in income through a public benefits program
 - b. Acquire health insurance
 - c. Are accepted into a behavioral health treatment program

EXHIBIT B
Budget

Catholic Charities of Santa Rosa
Scattered-Site Safe Parking Program

ACTIVITY

Personnel and non-personnel operating costs	\$150,000
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TOTAL:	<u>\$150,000</u>
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Notes:

1. Final reimbursement request is due by July 5, 2015.

EXHIBIT G
Homeless Management Information System (HMIS)

As stated more specifically in the Sonoma County Continuum of Care Homeless Management Information System Participant Agreement, CONTRACTOR must be in “good standing” in collecting and entering current, accurate, and comprehensive data that reflects the homeless prevention and intervention services delivered by CONTRACTOR into the COMMISSION’s Homeless Management Information System (HMIS) as a condition of funding under this Agreement.

1. HMIS “Good Standing”: “Good Standing” is defined as timely data entry, complete and accurate data reflective of the Client status at Program Intake, Update and Exit.
 2. Timely data entry encompasses:
 - a. Entry of data into ServicePoint within five (5) business days of the event that generated the data (i.e., Client Intake, Entry and Exit from Program, and mandated updates if Client is participating for longer than one year in the program) with the exception of services which may be bulk entered ten (10) days after month end.
 3. Accurate and Complete Data:
 - a. All homeless client data for Covered Homeless Organizations (CHO’s) will be entered into the ETO HMIS system.
 - b. 95% of all mandated data points are supplied (fields do NOT reflect a Null OR Don’t Know or Refused value).
 - c. The currently identified HMIS Data Completeness report reflecting a 95% or higher data completeness factor.
- A. Users: All Users of the HMIS will be certified annually in Security and Ethics training and agree to attend required User updates. User will under no condition share login credentials to the HMIS system with any other person for any reason. Any Users leaving their HMIS role for any reason will be reported to the HMIS Coordinator within 24 hours of their departure.
- B. Required Quarterly Reporting: Depending on the program type, CONTRACTOR shall attach an identified ETO HMIS report with their quarterly submission:
 - a. Housed vs. Non-Housed Programs will have different report formats.
 - b. Outreach programs will have varying data collection requirements.
- C. HMIS Financial Match Requirement: CONTRACTOR agrees to pay the calculated fair share portion of the McKinney-Vento required funding match within 90 days of billing by the COMMISSION.

- D. HMIS Leverage Requirement: CONTRACTOR agrees to provide the COMMISSION with leveraging information within 90 days of request by the COMMISSION.
- E. Homeless Count Participation: CONTRACTOR will take part in annual sheltered Homeless Count by maintaining accurate and up-to-date data client data and being responsive to the HMIS Coordinators' requests for information. CONTRACTOR will take part in biennial unsheltered Homeless Count by assigning staff to assist in Count process and by making facilities and other CONTRACTOR resources available to support the Count commensurate to the size of the CONTRACTOR's homelessness program relative to the overall Sonoma County Continuum of Care program.

EXHIBIT K
Insurance Requirements for Public Service Programs

Insurance to be Maintained by CONTRACTOR

CONTRACTOR shall maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. The insurance shall be maintained for the Term of the Agreement specified in Section 1 of the Funding Agreement.

1. Workers Compensation and Employers Liability Insurance

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

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

2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than ISO form CG 00 01.
- b. Minimum Limits: 1,000,000 per Occurrence; 2,000,000 General Aggregate; 2,000,000 Products/Completed Operations Aggregate.
- c. CONTRACTOR shall disclose any deductible or self-insured retention in excess of \$25,000 and such deductible or self-insured retention must be approved in advance by COMMISSION. Recipient is responsible for any deductible or self-insured retention.
- d. Sonoma County Community Development Commission and the County of Sonoma, their officers, agents and employees, 1440 Guerneville Road, Santa Rosa, CA 95403 shall be additional insureds for liability arising out of CONTRACTOR's ongoing operations. (ISO endorsement CG 20 26 or equivalent).
- e. The insurance provided to COMMISSION, et al. as additional insureds shall apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained them.
- f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between COMMISSION and CONTRACTOR and include a "separation of insureds" or "severability" clause which treats each insured separately.

h. Required Evidence of Coverage:

- i.** Copy of the additional insured endorsement or policy language granting additional insured status; and
- ii.** Certificate of Insurance.

3. Automobile Liability Insurance

- a.** Minimum Limits: \$1,000,000 combined single limit per accident.
- b.** Coverage shall apply to all owned vehicles if recipient owns vehicles.
- c.** Coverage shall apply to hired and non-owned vehicles.
- d. Required Evidence of Coverage:**
 - i.** Certificate of Insurance.

4. Standards for Insurance Companies

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

5. Documentation

- a.** The Certificate of Insurance must include the following reference: Project Name and Location(s).
- b.** All required Evidence of Coverage shall be submitted prior to the execution of this Agreement. CONTRACTOR agrees to maintain current Evidence of Coverage on file with COMMISSION for the required period of insurance.
- c.** The name and address for Additional Insured endorsements and Certificates of Insurance is: Sonoma County Community Development Commission and the County of Sonoma, their officers, agents and employees, 1440 Guerneville Road, Santa Rosa, CA 95403.
- d.** Required Evidence of Coverage shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e.** CONTRACTOR shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f.** Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

6. Policy Obligations

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



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 40
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors and Board of Commissioners

Board Agenda Date: August 19, 2014

Vote Requirement: Majority

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

Staff Name and Phone Number:

Kathleen Kane, 565-7505

Supervisorial District(s):

All

Title: Homelessness Assistance Funding and Policies

Recommended Actions:

1. Approve the one-time use of \$250,000 in Reinvestment and Revitalization funds to augment local funding for emergency shelter, transitional housing, rapid re-housing, and homelessness prevention.
2. Adopt a Resolution approving the Low- and Moderate-income Housing Asset Loan Fund policies to govern the use of income from the housing assets of the former County of Sonoma, City of Sonoma, and City of Sebastopol Redevelopment Agencies, in compliance with California Redevelopment Law, and making a finding that use of the funds for homeless assistance is of benefit to all redevelopment project areas, making \$250,000 available as an ongoing homeless-related source of funding.
3. Approve, as the Board of Supervisors and Board of Commissioners, revisions to the County Fund for Housing Policies.

Executive Summary:

Approval of this agenda item will provide a one-time allocation of \$250,000 in Reinvestment and Revitalization (R&R) funds, approve the Low- and Moderate-Income Housing Asset Fund (LMIHAF) Policies, and revise the County Fund for Housing Policies, to provide an additional \$250,000, to augment FY 14-15 funding for emergency shelter, transitional housing, rapid re-housing, and homelessness prevention assistance. The funds will help to mitigate the recent loss of funding from federal, state, and local sources and prevent to the extent possible the loss of existing homeless housing and services for County residents.

The County Board of Supervisors and the Sonoma County Community Development Commission (CDC) allocate approximately \$1 million annually for nonprofit agencies to provide homelessness and housing-related services using Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG), Community Services Fund (CSF), Transient Occupancy Tax (TOT), and General Fund (GF) revenues. The CDC also functions as lead agency for the local Continuum of Care planning process,

which enables the Sonoma County Housing Authority and several nonprofit agencies to receive an additional \$2.7 million annually in federal homelessness assistance. These funds help to provide a network of homelessness prevention, emergency shelter, transitional housing, rapid-re-housing, and permanent supportive housing assistance for the County's homeless residents. If approved by your Board, the recommended actions would make an additional \$500,000 available for emergency shelter, prevention, and re-housing services this year on a one-time basis, with a portion of those funds ongoing depending on housing market factors.

The proposed funding augmentation targeted at FY 14-15 CDC public services applicants would align with the *Sonoma County Continuum of Care 10-Year Homeless Action Plan 2014 Plan Update*. Homeless prevention is the most upstream of homelessness interventions, and rapid re-housing is well documented as an effective Housing First strategy. While the 2014 Plan does not include expansion of emergency shelter beds as a priority activity to resolve homelessness, it recognizes that the County's system of care for homeless people relies on the currently existing emergency shelter beds and the services provided to the residents of those shelters to help them move out and into permanent housing, which would be in jeopardy of being lost if there is inadequate funding for continued operations.

One-Time Reinvestment and Revitalization (R&R) Investment

During the June 16th Budget hearings, your Board discussed the reductions in State and Federal homeless funding experienced by the County's homeless service providers, particularly through the federally-funded and State-administered ESG program. Staff conducted an analysis and determined that there is an unfunded gap of \$600,000 for emergency shelter/transitional housing operations, and \$550,000 for homelessness prevention and rapid-re-housing assistance for FY 14-15.

Because homeless services and emergency sheltering is an explicit 2014 work priority, and following Board direction during budget hearings, staff recommends a one-time allocation of \$250,000 in R&R funds to help mitigate these gaps in homelessness assistance funding for facility operations, prevention, and re-housing services. The funds will be made available through an expedited competitive application process conducted by the CDC in late Summer 2014. Since this proposed action is being considered as a measure to fill an identified gap in services, homeless service providers would be required to document that they are experiencing a loss of funds that may jeopardize continuation of existing shelter and services. The CDC would then provide recommendations on final grant awards to your Board.

Proposed LMIHAF Policies and Investment

The County of Sonoma and the cities of Sebastopol and Sonoma chose not to retain the housing functions of their former redevelopment agencies when they were eliminated pursuant to the Redevelopment Dissolution Act in 2012. As a result, their redevelopment housing assets were transferred by operation of law on February 1, 2012 to the Sonoma County Community Development Commission (CDC) as governing body for the Sonoma County Housing Authority, which was designated as the Housing Successor Agency by the Dissolution Act.

The recent enactment of SB 341 modified CRL, set forth in the California Health and Safety Code (HSC) Sections 33000 et seq., to specify the permitted uses of revenue accruing from housing assets, which

are held in the required LMIHAF. The revised HSC Section 34176.1 now allows Housing Successors to use LMIHAF assets for three purposes:

1. To pay administrative expenses of the Housing Successor up to the higher of \$200,000 or 2% of the value of the housing asset portfolio per fiscal year;
2. To pay for homelessness prevention and rapid re-housing services up to a maximum of \$250,000 per fiscal year; and
3. After allocations under 1 and 2 above, all remaining funds each fiscal year must be allocated to the development and preservation of affordable housing.

The attached proposed LMIHAF Policies have been drafted to make clear the above revisions added to HSC Section 34176.1 and to incorporate previous agreements made with the City of Sonoma regarding uses outside the City's former Redevelopment Project Area boundaries. The proposed Policies, which also memorialize funding procedures, were reviewed and recommended for approval by the CDC's Community Development Committee during their July 8, 2014 meeting.

The attached proposed LMIHAF Policies state that, to the extent that funds are available and not needed for administrative costs, for which staff does not anticipate using LMIHAF revenue, \$250,000 per year will be used for Homelessness Prevention and Rapid Re-Housing. This was not an allowed use of redevelopment funds prior to dissolution, but are now recommended by staff to augment efforts to expand assistance for the County's homeless residents. The Policies propose that these funds would flow through the annual funding cycle through which the CDC allocates local Community Services Fund (CSF) and federal Emergency Solutions Grants (ESG) and Community Development Block Grant (CDBG) funding for homelessness and other essential services, a process that begins each Winter, culminating with your Board's approval annually in May.

The proposed Policies also allow annual LMIHAF revenue remaining after administrative and homelessness assistance to be used for Affordable Housing Development and Preservation. Allocation of funds for this use would flow through the County Fund for Housing (CFH) competitive application cycle, a process that brings recommendations to your Board in November of each year. There is currently sufficient revenue in the CFH to make approximately \$500,000 available for Housing Development and Preservation in FY 14-15 in addition to the \$250,000 recommended for Homelessness Prevention and Rapid Re-Housing.

Under certain circumstances, a finding of benefit is required before using LMIHAF revenues derived from one redevelopment project area outside of that area. CDC staff requests that your Board make this finding of benefit based on the facts that people who become homeless typically move throughout a local region as needed in order to obtain services, temporary shelter, and new permanent housing; they may have initially lived in a project area of one of the former redevelopment agencies, or they may take up residence in a project area of the former agencies upon being re-housed. Providing homeless prevention and rapid re-housing assistance anywhere within Sonoma County would therefore be deemed to be of benefit to all project areas of the former agencies.

County Fund For Housing Policy Revision

The County Fund for Housing Policies (CFH) were last revised by your Board on September 10, 2013,

adding “timeliness” provisions to encourage prompt performance by CFH awardees, among other changes. The CFH Funding Policies require a borrower to begin to draw CFH funds within 6 – 12 months of being presented with a CFH Loan Agreement; however, staff believes that the existing language introduces some ambiguity about the conditions under which the CFH Loan Agreement can be offered for execution, and would like to clarify that issue. The language in question is highlighted in Section II. D. 1. and II.D.2. on page 3 of the attached red-lined CFH Funding Policies, which would read as follows:

“The ***applicant must satisfy all conditions of approval that are prerequisite to the CDC offering the Agreement ~~must be executed~~*** for execution within 16 months of the start of the fiscal year associated with the award.” [Bold italics indicate proposed changes.]

Approval of this agenda item would approve the recommended language change in the CFH policy.

Prior Board Actions:

- 06/26/14 – Amended the FY 2014-15 legislative platform to support restoration of emergency solutions grant and other affordable housing funding.
- 06/17/14 – Approved FY 2014-15 Sonoma County Budget designating post-redevelopment residual receipts as Reinvestment & Revitalization Funds for use on projects of priority to the Board.
- 9/10/13 – Concurrent Board and Commission action to approve revised County Fund for Housing Funding Policies and CDC Loan Policies.
- 9/27/11 - Concurrent Board and Commission action to approve revised County Fund for Housing Funding Policies and revised CDC Loan Policies.
- 8/10/10 – Concurrent Board and Commission action to approve revised County Fund for Housing Funding Policies.

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

Providing decent, safe, and affordable housing, shelter, and services for the low-income and homeless residents of our community will enhance their health and safety.

Fiscal Summary - FY 14-15

Expenditures		Funding Source(s)	
Budgeted Amount	\$		\$
Add Appropriations Req'd.	\$ 250,000	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$	R&R Funds	\$ 250,000
Total Expenditure	\$ 250,000	Total Sources	\$ 250,000

Narrative Explanation of Fiscal Impacts (If Required):

If approved, the necessary budget authorizations to allocate the R&R funds would be made with first quarter consolidated budget adjustments. There is no fiscal impact from approval of the LMIHAF and CFH policies, as funds are already budgeted. Specific grant and loan awards to be made with R&R and LMIHAF funds will be brought back to your Board for approval following public hearings and formulation of recommendations by the Community Development Committee.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

None.

Attachments:

- 1) Resolution
- 2) Low- and Moderate-Income Housing Asset Fund proposed Policies

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

County Fund for Housing Funding Policies with red-line edits.



County of Sonoma
State of California

Date: August 19, 2014

Item Number: _____

Resolution Number: _____



4/5 Vote Required

Resolution Of The Sonoma County Community Development Commission As Governing Body For The Sonoma County Housing Authority Approving The Low- And Moderate-Income Housing Asset Loan Fund Policies To Govern Use Of Income From The Housing Assets Of The Former Sonoma County, Sonoma City, And Sebastopol Redevelopment Agencies, In Compliance With California Redevelopment Law, And Making A Finding That Use Of Funds For Homelessness Assistance Is Of Benefit To All Redevelopment Project Areas.

Whereas, the County of Sonoma and the cities of Sebastopol and Sonoma chose not to retain the housing functions of their former redevelopment agencies when they were eliminated pursuant to the Redevelopment Dissolution Act in 2012, and as a result, their redevelopment housing assets were transferred by operation of law to the Sonoma County Community Development Commission (CDC) as governing body for the Sonoma County Housing Authority, which was designated as the Housing Successor Agency as of February 1, 2012; and

Whereas, the recent enactment of SB 341 modified California Redevelopment Law (CRL) to specify the permitted uses of revenue accruing from the assets, which are held in the required Low- and Moderate-Income Housing Asset Fund (LMIHAF); and

Whereas, CRL is set forth in the California Health and Safety Code (HSC) Sections 33000 et seq., and the revised HSC Section 34176.1 now allows Housing Successors to use LMIHAF assets for three purposes:

1. To pay administrative expenses of the Housing Successor up to the higher of \$200,000 or 2% of the value of the housing asset portfolio per fiscal year;
2. To pay for homelessness prevention and rapid re-housing services up to a maximum of \$250,000 per fiscal year; and
3. After allocations under 1 and 2 above, all remaining funds each fiscal year must be allocated to the development and preservation of affordable housing; and

Whereas, the proposed Low- and Moderate-Income Housing Asset Fund Policies conform to the provisions of California Redevelopment Law as codified in Health and Safety Code Sections 33000 et seq.; and

Resolution #

Date:

Page 2

Whereas, a finding of benefit is required before using LMIHAF revenues derived from one redevelopment project area outside of that area, with the exception of “program income” as defined in HSC Section 34176.1; and

Whereas, pursuant to the Assignment Agreement entered into between the CDC and the City of Sonoma, a finding of benefit is also required to use any revenue from within the City’s project area outside of the project area’s boundaries; and

Whereas, people who become homeless typically move throughout a local region as needed in order to obtain services, temporary shelter, and new permanent housing, and such people may have initially lived in a project area of one of the former redevelopment agencies, or may take up residence in a project area of the former agencies upon being re-housed.

Now, Therefore, Be It Resolved that the Sonoma County Board of Commissioners approves the proposed Low- and Moderate-Income Housing Asset Fund Policies governing use of LMIHAF revenues.

Be It Further Resolved that the Board of Commissioners find that expenditures of LMIHAF revenue from any source and from any of the former redevelopment project areas to provide Homelessness Prevention and/or Rapid Re-Housing assistance anywhere in Sonoma County is of benefit to all of the redevelopment project areas of the former Sonoma County, Sebastopol, and Sonoma redevelopment agencies.

Commissioners:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



SONOMA COUNTY COMMUNITY DEVELOPMENT COMMISSION
LOW- AND MODERATE-INCOME HOUSING ASSET FUND POLICIES

I. INTRODUCTION

A. Purpose & Objectives

1. The purpose of the Low- and Moderate-Income Housing Asset Fund (LMIHAF) is to provide decent, safe and sanitary housing for low-income residents of Sonoma County through programs established by the Sonoma County Community Development Commission (Commission).
2. The objectives of the LMIHAF are to:
 - a. Develop and preserve housing affordable to, and occupied by, households earning no more than 80 percent of the Area Median Income;
 - b. Provide homelessness prevention and rapid re-housing services for individuals and families who are homeless or who would be homeless but for this assistance; and
 - c. Monitor and preserve the long-term affordability of assisted units, and administer LMIHAF assistance for the activities described in 2.a and 2.b, above.

B. Authority

1. California Community Redevelopment Law (CRL), set forth in the Health and Safety Code (HSC) §33000 et seq, shall govern use of the LMIHAF. If any provisions of these LMIHAF Policies or of the other policies referenced herein are inconsistent with CRL, the requirements of CRL, as it may be modified over time, shall take precedence.
2. On February 1, 2012, pursuant to HSC §34176(b), all rights, powers, assets, and duties associated with the housing activities of the former Sonoma County Community Redevelopment Agency, Sebastopol Community Development Agency, and City of Sonoma Community Development Agency (collectively, “the Agencies”), including all of the assets described in HSC §34176(e) (the “Housing Assets”), transferred by operation of law to the Sonoma County Housing Authority as Housing Successor.
3. As parent agency of the Sonoma County Housing Authority, the Sonoma County Community Development Commission now functions as the Housing Successor for the Agencies.
4. Pursuant to HSC §34176(d), Housing Assets transferred to the Housing Successor, together with any funds generated from Housing Assets, as defined in HSC 34176(e), shall be maintained in the LMIHAF.

5. The Board of Commissioners adopted these LMIHAF Policies in compliance with the applicable provisions of the CRL. No revisions may be made hereto without the express action of the Board of Commissioners.
6. The Executive Director of the Commission is hereby granted the authority to interpret these LMIHAF Policies and to administer the LMIHAF pursuant to the provisions established herein, and to take all actions necessary to comply with the applicable provisions of the CRL.

II. ALLOCATION OF LMIHAF REVENUES

A. Geographic Allocation and Findings of Benefit

1. Pursuant to HSC §34176.1(c)(1), program income received by the Housing Successor shall not be associated with a project area and may be expended anywhere within the jurisdiction of the Housing Successor without a finding of benefit to a project area.
 - a. The jurisdiction of the Housing Successor for the Agencies encompasses all areas within the County of Sonoma.
 - b. HSC 34176(c)(1) defines “program income” as:
 - i. Repayments of loans that were funded from the Low- and Moderate-Income Housing Fund that require occupancy by persons of low- or moderate-income;
 - ii. Income received from rents or operation of properties acquired for low- and moderate-income housing purposes by other parties, and payments from homebuyers whose loans are subject to enforceable income limits;
 - iii. Income from rents or other payments from housing tenants or operators of low- and moderate-income housing owned by the Housing Successor that are used to maintain, operate, and enforce the affordability of housing or for enforceable obligations associated with low- and moderate-income housing; and
 - iv. Interest earned on LMIHAF deposits.
2. Pursuant to HSC §34176.1(c)(1), a resolution of the Board of Commissioners making a finding of benefit to a project area shall be required to expend LMIHAF revenues from sources that do not meet the definition of program income (such as real property sale proceeds and Supplemental Educational Revenue Augmentation Fund loan repayments), outside of the project area from which they were derived; and
3. Notwithstanding the fact that the jurisdiction of the Housing Successor encompasses all areas within the County, these LMIHAF Policies require a resolution of the Board of Commissioners making a finding of benefit to a project area to:

- a. Expend LMIHAF revenues from any source within the incorporated boundaries of municipalities other than Sebastopol and Sonoma; and
- b. Expend LMIHAF revenues from assets transferred to the Housing Successor from the former City of Sonoma Community Development Agency, and from any type of income generated from said assets, outside of the project area from which they were derived.

B. Program Allocation Criteria

1. The Commission shall allocate available LMIHAF proceeds on an annual basis to various programs administered by the Commission. Funds shall be allocated to the programs and activities listed in II.B.2 through II.B.4 in that order of priority.
2. Housing Successor Administration
 - a. In each fiscal year the Commission may expend from the LMIHAF an amount up to 2 percent of the statutory value of loans and grants receivable and of real property owned by the Housing Successor, or \$200,000, whichever is greater, to:
 - i. Monitor and preserve the long-term affordability of units subject to affordability restrictions or covenants entered into by the Agencies or the Housing Successor; and
 - ii. Administer the activities described in II.B.3 and II.B.4.
 - b. The specific LMIHAF dollar amount to be allocated for Housing Successor Administration shall be included in the Commission's annual budget approved by the Board of Commissioners no later than July 1st of each year.
 - c. The Commission shall expend funds from the LMIHAF for Housing Successor Administration costs only to the extent that it does not receive sufficient Housing Entity Administrative Cost Allowance funds from the Agencies pursuant to HSC §34171(p).
3. Homelessness Prevention and Rapid Re-Housing
 - a. People who become homeless typically move throughout a local region as needed in order to obtain services, temporary shelter, and new permanent housing. People who are homeless may have initially lived in a project area of the Agencies, or may take up residence in a project area of the Agencies upon being re-housed. Providing homeless prevention and rapid re-housing assistance anywhere within Sonoma County is therefore deemed to be of benefit to all project areas of the Agencies.
 - b. To the extent that sufficient LMIHAF revenue is available after any allocation to activities in II. B. 2. above, the Commission will allocate \$250,000 per fiscal year for homeless prevention and rapid re-housing services for individuals and families who are homeless or would be homeless but for this assistance,

including the provision of short-term or medium-term rental assistance, housing relocation and stabilization services including housing search, mediation, or outreach to property owners, credit repair, security or utility deposits, utility payments, rental assistance for a final month at a location, moving cost assistance, and case management, or other appropriate activities for homelessness prevention and rapid re-housing of persons who have become homeless.

- i. LMIHAF assistance for rapid re-housing and homelessness prevention activities during FY 2014-15 will be distributed through a Supplemental Request for Proposal process conducted by the Commission during Summer/Fall 2014.
- ii. LMIHAF assistance for rapid re-housing and homelessness prevention activities in FY 2015-16 and subsequent years will be allocated through an annual Request for Proposal process conducted by the Commission under the Sonoma County Funding Policies that also govern distribution of funds from the Community Development Block Grant, Emergency Solutions Grants, and Community Services Fund programs.

4. Affordable Housing Development and Preservation

- a. All LMIHAF funds not allocated to the uses delineated in II.B.2 and II.B.3 shall be allocated to the development and preservation of affordable housing.
 - i. Except as provided in Paragraph II.B.4.b, LMIHAF revenues for affordable housing development and preservation activities will be allocated and administered through an annual Notice of Funding Availability process conducted under the County Fund for Housing Funding Policies and the Commission Loan Policies.
- b. Preservation of Affordable Homeownership Units: Repayments of single-family homebuyer loans that originated from the LMIHAF funds of the Agencies or the Housing Successor will be set aside for use to assist new eligible homebuyers to purchase homes within the jurisdiction of the Housing Successor.
 - i. Funds derived from homebuyer loan repayments will be allocated in conformance with the Commission Homeownership Policies on a case-by-case basis as assisted homes with resale restrictions and/or options are offered for sale.

C. Affordability Restrictions

1. All units assisted with LMIHAF must be affordable to and occupied by households earning 80 percent or less of the Area Median Income (AMI).
2. The following additional levels of affordability restrictions will be required in the aggregate for all housing assisted with the LMIHAF.

- a. At least 30 percent of LMIHAF assistance for affordable housing development and preservation activities must be expended for housing that is affordable to and occupied by households earning 30 percent or less of the AMI.
- b. No more than 20 percent of LMIHAF assistance for affordable housing development and preservation activities may be expended for housing that is affordable to and occupied by households earning between 60 percent and 80 percent of the AMI.
- c. For LMIHAF-assisted units, these restrictions will take precedence over the affordability provisions that govern use of other funds administered under the County Fund for Housing Funding Policies.

III. REPORTING REQUIREMENTS

As required by CRL, the Commission shall have an independent financial audit of the LMIHAF performed within six months after the end of each fiscal year, which may be included in the Commission's agency-wide independent financial audit. The audit, together with all of the information required under HSC § 34176.1(f) for the previous fiscal year, shall be provided to the Board of Commissioners and posted on the Commission's Internet Web site.



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 41
(This Section for use by Clerk of the Board Only.)

To:

Board Agenda Date: August 19, 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: Fee Waiver

Recommended Actions:

Waive fees of \$4763 for Community and Family Service Agency's bimonthly free community meals program and the annual community Thanksgiving free meal served at the Guerneville Veteran's Building during Fiscal Year 14/15. (Fifth District)

Executive Summary:

For 31 years, volunteers Zanzara Dancer and Seann Zales have put on free community dinners twice monthly for anyone who would like a healthy prepared meal at the Guerneville Veterans Building. Every year there is an all volunteer produced free Thanksgiving Dinner for anyone in the community is held at the Guerneville Veterans Building. This is an annual fee waiver for both programs via CFSA, which provides insurance for the events.

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.	\$ 4763	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$ 4763
	\$		\$
Total Expenditure	\$ 4763	Total Sources	\$ 4763

Narrative Explanation of Fiscal Impacts (If Required):

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

None

Attachments:

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

None

7. Type and amount of fee waiver/sponsorship requested. Please list all County fees you are requesting be waived/sponsored in conjunction with this project/activity/event. Please attach a copy of an estimate or receipt from the County Department or Veteran's Building Operator documenting the amount of each fee you are requesting be waived/sponsored.

Department Assessing Fee	Type of Fee	Amount of Fee
Sonoma Co Veterans Memorial	Move-In/Set Up + kitchen at Guerneville Auditorium	\$548.00
Sonoma Co Veterans Memorial	Free Meals at the Guerneville Auditorium	\$4,215.00

8. If your Community Based Organization, Non-Profit, or Governmental Agency has received a fee waiver/sponsorship for a similar project/activity/event in the past, please list below:

Date of Fee Waiver	Department Assessing Fee	Type of Fee	Amount of Fee
7 / 1 / 2013	Sonoma Co Veterans M	Community Thanksgiving Dinner	APPROX \$548.00
7 / 1 / 2013	Sonoma Co Veterans M	Free Meals Program	APPROX \$4,215.00
/ /			
/ /			

9. Does the organization or agency for which the fee waiver/sponsorship is requested receive funding from any of the following sources? If so, please specify:

- Property Tax
 Sales Tax
 Special Assessment

 User Fees

Other (please specify): NA

10. If you checked any of the boxes in number 9 above, please provide an explanation and supporting documentation regarding the inability of the organization or agency to pay the fees which you are requesting be waived/sponsored. Please attach to this form and submit with your request.

11. Will the organization or agency be charging an entry fee or be requesting a donation for the project/activity/event for which you are requesting a fee waiver/sponsorship? If so, please provide an explanation detailing why the fees to be waived/sponsored cannot be recovered through the entry fee. Please attach to this form and submit with your request. NA

J. Friedman
 Authorized Signature
08105114
 Date

CFO
 Title



Sonoma County Veterans Memorial Buildings
 126 First Street West
 Sonoma CA 95476
 (707) 938-4105 - Tel / (707) 938-1122 - fax

TENTATIVE APPLICATION

Customer	Reservation: 9114
Bruce Alfano Community & Family Service Agency (BOS) P.O. Box 325 Guerneville, CA 95446	Event Name: Community Thanksgiving Dinner Status: Tentative Phone: 707-887-2226 Event Type: Meal

Bookings / Details	Quantity	Price	Amount
<u>Wednesday, November 26, 2014</u>			
5:00 PM - 9:00 PM Move-In/Set-Up (Tentative) Guerneville Auditorium Room Charge: (4 hours @ 18.00/hr)	1	72.00	72.00
<u>Thursday, November 27, 2014</u>			
8:00 AM - 7:00 PM Dinner (Tentative) Guerneville Auditorium Dining for 160 Room Charge: (11 hours @ 18.00/hr)	1	198.00	198.00
Setup Notes: Actual event hours: 2:00 pm - 5:00 pm Estimated Attendance: TBD Customer will set up tables & chairs which must conform to fire code maximum of 167 Keys will be issued and must be coordinated in advance No Alcohol			
8:00 AM - 7:00 PM Dinner (Tentative) Guerneville Kitchen Room Charge: (11 hours @ 10.00/hr)	1	110.00	110.00
<u>Friday, November 28, 2014</u>			
8:00 AM - 12:00 PM Clean-Up/Move-Out (Tentative) Guerneville Auditorium Room Charge: (4 hours @ 27.00/hr)	1	108.00	108.00
8:00 AM - 12:00 PM Clean-Up/Move-Out (Tentative) Guerneville Kitchen Room Charge: (4 hours @ 15.00/hr)	1	60.00	60.00
		Subtotal	548.00
		Grand Total	548.00



Sonoma County Veterans Memorial Buildings
 126 First Street West
 Sonoma CA 95476
 (707) 938-4105 - Tel / (707) 938-1122 - fax

**Please sign
and Return**

TENTATIVE APPLICATION

Customer	Reservation: 10054
Zanzara Dancer & Seann Zales Community & Family Service Agency (free meals) 15291 Old Cazadero Rd Guerneville, CA 95446	Event Name: Free Meals Program Status: Tentative Phone: 707-869-2491 Event Type: Meal 2nd Contact: Katrina Thurman, ED. Phone: (707) 829-5717

Bookings / Details	Quantity	Price	Amount
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*CHEWING GUM, GLITTER, CONFETTI, CANDLES, AND SHOES ON THE WALL(S) ARE NOT PERMITTED IN OUR FACILITIES AT ANY TIME.
 HOURS RESERVED MUST INCLUDE DECORATION, SET-UP AND CLEAN-UP.
 CHANGES TO THIS RESERVATION MAY BE MADE UP TO 30 DAYS PRIOR TO THE EVENT DATE*

*ADDITIONAL CHARGES WILL BE INCURRED IF YOUR EVENT RUNS BEYOND CONTRACTED HOURS.
 A \$50.00 FEE WILL BE CHARGED IF CONTRACT REQUIREMENTS ARE NOT MET 30 DAYS PRIOR TO EVENT DATE OR IF CHANGES OF ANY KIND ARE REQUESTED LESS THAN 30 DAYS BEFORE EVENT DATE
 FAILURE TO PAY DEPOSIT ON TIME WILL RESULT IN CANCELLATION OF YOUR RESERVATION - THE REINSTATEMENT FEE IS \$50.00*

Wednesday, July 09, 2014

1:00 PM - 10:30 PM Free Meals (Tentative) Guerneville Kitchen Room Charge: (9.5 hours @ 10.00/hr)	1	95.00	95.00
5:30 PM - 10:30 PM Free Meals (Tentative) Guerneville Auditorium Dining for 150 Room Charge: (5 hours @ 18.00/hr)	1	90.00	90.00

Wednesday, July 23, 2014

1:00 PM - 10:30 PM Free Meals (Tentative) Guerneville Kitchen Room Charge: (9.5 hours @ 10.00/hr)	1	95.00	95.00
5:30 PM - 10:30 PM Free Meals (Tentative) Guerneville Auditorium Dining for 150 Room Charge: (5 hours @ 18.00/hr)	1	90.00	90.00

Wednesday, August 06, 2014

1:00 PM - 10:30 PM Free Meals (Tentative) Guerneville Kitchen Room Charge: (9.5 hours @ 10.00/hr)	1	95.00	95.00
5:30 PM - 10:30 PM Free Meals (Tentative) Guerneville Auditorium Dining for 150 Room Charge: (5 hours @ 18.00/hr)	1	90.00	90.00

Wednesday, August 20, 2014

1:00 PM - 10:30 PM Free Meals (Tentative) Guerneville Kitchen Room Charge: (9.5 hours @ 10.00/hr)	1	95.00	95.00
5:30 PM - 10:30 PM Free Meals (Tentative) Guerneville Auditorium Dining for 150 Room Charge: (5 hours @ 18.00/hr)	1	90.00	90.00

Bookings / Details

Quantity

Price

Amount

Wednesday, September 03, 2014**1:00 PM - 10:30 PM Free Meals (Tentative) Guerneville Kitchen**

Room Charge: (9.5 hours @ 10.00/hr)

1

95.00

95.00

5:30 PM - 10:30 PM Free Meals (Tentative) Guerneville Auditorium

Dining for 150

Room Charge: (5 hours @ 18.00/hr)

1

90.00

90.00

Wednesday, September 24, 2014**1:00 PM - 10:30 PM Free Meals (Tentative) Guerneville Kitchen**

Room Charge: (9.5 hours @ 10.00/hr)

1

95.00

95.00

5:30 PM - 10:30 PM Free Meals (Tentative) Guerneville Auditorium

Dining for 150

Room Charge: (5 hours @ 18.00/hr)

1

90.00

90.00

Wednesday, October 08, 2014**1:00 PM - 10:30 PM Free Meals (Tentative) Guerneville Kitchen**

Room Charge: (9.5 hours @ 10.00/hr)

1

95.00

95.00

5:30 PM - 10:30 PM Free Meals (Tentative) Guerneville Auditorium

Dining for 150

Room Charge: (5 hours @ 18.00/hr)

1

90.00

90.00

Wednesday, October 22, 2014**1:00 PM - 10:30 PM Free Meals (Tentative) Guerneville Kitchen**

Room Charge: (9.5 hours @ 10.00/hr)

1

95.00

95.00

5:30 PM - 10:30 PM Free Meals (Tentative) Guerneville Auditorium

Dining for 150

Room Charge: (5 hours @ 18.00/hr)

1

90.00

90.00

Wednesday, November 05, 2014**1:00 PM - 10:30 PM Free Meals (Tentative) Guerneville Kitchen**

Room Charge: (9.5 hours @ 10.00/hr)

1

95.00

95.00

5:30 PM - 10:30 PM Free Meals (Tentative) Guerneville Auditorium

Dining for 150

Room Charge: (5 hours @ 18.00/hr)

1

90.00

90.00

Wednesday, November 19, 2014**1:00 PM - 10:30 PM Free Meals (Tentative) Guerneville Kitchen**

Room Charge: (9.5 hours @ 10.00/hr)

1

95.00

95.00

5:30 PM - 10:30 PM Free Meals (Tentative) Guerneville Auditorium

Room Charge: (5 hours @ 18.00/hr)

1

90.00

90.00

Wednesday, December 03, 2014**1:00 PM - 10:30 PM Free Meals (Tentative) Guerneville Kitchen**

Room Charge: (9.5 hours @ 10.00/hr)

1

95.00

95.00

5:30 PM - 10:30 PM Free Meals (Tentative) Guerneville Auditorium

Dining for 150

Room Charge: (5 hours @ 18.00/hr)

1

90.00

90.00

Wednesday, January 07, 2015**1:00 PM - 10:30 PM Free Meals Program (Tentative) Guerneville Kitchen**

Room Charge: (9.5 hours @ 10.00/hr)

1

95.00

95.00

5:30 PM - 10:30 PM Free Meals Program (Tentative) Guerneville Auditorium

Room Charge: (5 hours @ 18.00/hr)

1

90.00

90.00

Wednesday, January 21, 2015**1:00 PM - 10:30 PM Free Meals Program (Tentative) Guerneville Kitchen**

Room Charge: (9.5 hours @ 10.00/hr)

1

95.00

95.00

Bookings / Details	Quantity	Price	Amount
5:30 PM - 10:30 PM Free Meals Program (Tentative) Guerneville Auditorium Room Charge: (5 hours @ 18.00/hr)	1	90.00	90.00
<u>Wednesday, February 04, 2015</u>			
1:00 PM - 10:30 PM Free Meals Program (Tentative) Guerneville Kitchen Room Charge: (9.5 hours @ 10.00/hr)	1	95.00	95.00
5:30 PM - 10:30 PM Free Meals Program (Tentative) Guerneville Auditorium Room Charge: (5 hours @ 18.00/hr)	1	90.00	90.00
<u>Wednesday, February 18, 2015</u>			
1:00 PM - 10:30 PM Free Meals Program (Tentative) Guerneville Kitchen Room Charge: (9.5 hours @ 10.00/hr)	1	95.00	95.00
5:30 PM - 10:30 PM Free Meals Program (Tentative) Guerneville Auditorium Room Charge: (5 hours @ 18.00/hr)	1	90.00	90.00
<u>Wednesday, March 04, 2015</u>			
1:00 PM - 10:30 PM Free Meals Program (Tentative) Guerneville Kitchen Room Charge: (9.5 hours @ 10.00/hr)	1	95.00	95.00
5:30 PM - 10:30 PM Free Meals Program (Tentative) Guerneville Auditorium Room Charge: (5 hours @ 18.00/hr)	1	90.00	90.00
<u>Wednesday, March 25, 2015</u>			
1:00 PM - 10:30 PM Free Meals Program (Tentative) Guerneville Kitchen Room Charge: (9.5 hours @ 10.00/hr)	1	95.00	95.00
5:30 PM - 10:30 PM Free Meals Program (Tentative) Guerneville Auditorium Room Charge: (5 hours @ 18.00/hr)	1	90.00	90.00
<u>Wednesday, April 08, 2015</u>			
1:00 PM - 10:30 PM Free Meals Program (Tentative) Guerneville Kitchen Room Charge: (9.5 hours @ 10.00/hr)	1	95.00	95.00
5:30 PM - 10:30 PM Free Meals Program (Tentative) Guerneville Auditorium Room Charge: (5 hours @ 18.00/hr)	1	90.00	90.00
<u>Wednesday, April 22, 2015</u>			
1:00 PM - 10:30 PM Free Meals Program (Tentative) Guerneville Kitchen Room Charge: (9.5 hours @ 10.00/hr)	1	95.00	95.00
5:30 PM - 10:30 PM Free Meals Program (Tentative) Guerneville Auditorium Room Charge: (5 hours @ 10.00/hr)	1	50.00	50.00
<u>Wednesday, May 06, 2015</u>			
1:00 PM - 10:30 PM Free Meals Program (Tentative) Guerneville Kitchen Room Charge: (9.5 hours @ 10.00/hr)	1	95.00	95.00
5:30 PM - 10:30 PM Free Meals Program (Tentative) Guerneville Auditorium Room Charge: (5 hours @ 18.00/hr)	1	90.00	90.00
<u>Wednesday, May 20, 2015</u>			
1:00 PM - 10:30 PM Free Meals Program (Tentative) Guerneville Kitchen Room Charge: (9.5 hours @ 10.00/hr)	1	95.00	95.00
5:30 PM - 10:30 PM Free Meals Program (Tentative) Guerneville Auditorium Room Charge: (5 hours @ 18.00/hr)	1	90.00	90.00
<u>Wednesday, June 03, 2015</u>			
1:00 PM - 10:30 PM Free Meals Program (Tentative) Guerneville Kitchen Room Charge: (9.5 hours @ 10.00/hr)	1	95.00	95.00
5:30 PM - 10:30 PM Free Meals Program (Tentative) Guerneville Auditorium Room Charge: (5 hours @ 18.00/hr)	1	90.00	90.00
<u>Wednesday, June 24, 2015</u>			
1:00 PM - 10:30 PM Free Meals Program (Tentative) Guerneville Kitchen			

Bookings / Details	Quantity	Price	Amount
Room Charge: (9.5 hours @ 10.00/hr)	1	95.00	95.00
5:30 PM - 10:30 PM Free Meals Program (Tentative) Guerneville Auditorium			
Room Charge: (5 hours @ 18.00/hr)	1	90.00	90.00
Subtotal			4,215.00
Grand Total			4,215.00

GRAND TOTAL MAY NOT REFLECT ALL POSSIBLE CHARGES

THE SIGNED/DATED TENTATIVE RESERVATION FORM AND DEPOSIT MUST BE RETURNED WITHIN 2 WEEKS OF THE DATE ON THE COVER LETTER OR THIS REQUESTED RESERVATION WILL BE CANCELLED WITHOUT FURTHER NOTICE.

PLEASE REVIEW THIS TENTATIVE RESERVATION. If any of the information is incorrect, or if you have questions or concerns, please call us at 707-938-4105. Otherwise, to hold your reservation, SIGN, DATE AND RETURN ONE COPY OF THIS FORM with a check made payable to "County of Sonoma" for the amount shown below.

Thank you for scheduling your event with us. We look forward to working with you.

AMOUNT DUE NOW: \$

ALL REQUIREMENTS

must be completed by 7/31/14

or the event will be cancelled.

Sign

Date

CANCELLATION:

If the event is cancelled 90 days or more from the date held, 50% of the deposit shall be retained by the County (General Services Department).

If the event is cancelled between 30-90 days of the date held, the entire deposit shall be retained.

If the event is cancelled 15-30 days of the date held 50% of the Rental Fee will be retained.

If the event is cancelled within 15 days of the event 100% of the Rental Fee will be retained.

CLEANING/DAMAGE DEPOSITS:

The entire cleaning/damage deposit will be forfeited if ANY of the following occur:

GUM IS FOUND IN THE FACILITY (FLOOR, ETC.)

GLITTER IS FOUND IN THE FACILITY

ALCOHOL IS BROUGHT INTO FACILITY DURING A "NON-ALCOHOL" EVENT

ATTENTION

**\$50 late fee for deposit,
contract and/or changes not
completed on time.**

Please sign
and Return

LICENSE AGREEMENT CONDITIONS AND REQUIREMENTS
FOR USE OF SONOMA COUNTY VETERANS MEMORIAL BUILDINGS
SONOMA COUNTY GENERAL SERVICES

2300 County Center Drive A200, Santa Rosa CA 95403
(707) 565-2977 halls@sonoma-county.org www.sonoma-county.org/halls

1. **PAYMENT.** Licensee shall pay the County for the use of facilities as specified in the Reservation documents detailing Licensee's planned use. Checks shall be made payable to the County of Sonoma. All payments are due 30 days in advance of event.

2. **DEPOSIT REFUND.** Licensee agrees that the deposit, if any be required, made upon execution by Licensee of this Agreement shall not be refundable for any reason unless County, in its absolute discretion, determines such a refund in whole or in part, to be warranted.

3. **NON LIABILITY OF COUNTY.** County, its officers, agents, and employees shall not be liable to Licensee for any loss or damage to Licensee or Licensee's property from any cause. Licensee expressly waives all claims against County, its officers, agents, and employees, unless such injury or damage is caused by or due to the sole negligence or willful misconduct of County, its officers, agents, and employees.

4. **INDEMNIFICATION.** Licensee agrees to accept all responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release County, its agents and employees, from and against any and all actions, claims, damages, liabilities or expenses that may be asserted by any person or entity, including Licensee, arising out of or in connection with the performance of Licensee hereunder, whether or not there is concurrent negligence on the part of the County, but excluding liability due to the sole active negligence or sole willful misconduct of the County. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Licensee or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.

5. **TRANSFER OF MANAGEMENT OF FACILITIES.** County may transfer the operation and management of the facilities covered by this License Agreement to a third party entity during the term of this Agreement ("Management Entity") pursuant to a written agreement between County and the Management Entity. This License Agreement shall remain in full force after any such transfer. County will endeavor to provide advance notice to Licensee of any such transfer before the effective date of such transfer.

6. **INSURANCE.** At all times during the life of this agreement the Licensee shall maintain at its own expense the insurance specified below:

a) **Workers' compensation and Employers Liability Insurance:**

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

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

b) **General Liability Insurance:**

1. Commercial General Liability Insurance on a standard occurrence form, no less broad than ISO form CG 00 01.
2. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate.
3. Licensee shall disclose any deductible of self-insured retention in excess of \$25,000 and such deductible or self-insured retention must be approved in advance by County. Licensee is responsible for any deductible or self-insured retention.
4. The County of Sonoma, its officers, agents, employees and Management Entity, shall be additional insureds for liability arising out of the Licensee's ongoing operations. (ISO endorsement CG 20 26 or equivalent). The insurance provided to County, et al. as additional insured shall apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by them.
5. The policy shall cover inter-insured suits between County and Licensee and include a "separation of insureds" or "severability" clause which treats each insured separately.
6. Required Evidence of Coverage:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
 - ii. Certificate of Insurance.

c) **Liquor Liability Insurance: (for events with alcohol.)**

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

d) **Standards for Insurance Companies:**

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

e) **Documentation:**

1. The Certificate of Insurance must include the following reference: Event Name: Free Meats Program Date: FY 14/15
2. All required Evidence of Coverage shall be submitted prior to the execution of this Agreement. Licensee agrees to maintain current Evidence of Coverage on file with County for the required period of insurance.
3. The name and address for Additional Insured endorsements and Certificates of Insurance is: the County of Sonoma, its officers, agents, employees and Management Entity; Sonoma County Sonoma Veterans Building, Booking Office 126 High Street, Sonoma, CA 95476.
4. 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.
5. Licensee shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
6. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

f) **Policy Obligations:**

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

g) **Material Breach:**

If Licensee fails to maintain insurance coverage which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Licensee resulting from said breach.

7. **EXPIRATION OF LICENSE.** At the expiration of the time of use of the facilities herein above set forth, Licensee shall quit the facilities of the County and return to Manager all equipment and facilities procured from Manager, which premises, equipment, and the facilities shall be in as good condition and repair as before Licensee's use thereof except for ordinary wear and use. Licensee shall reimburse County of Sonoma for any equipment or facility damaged during the use of said facility as specified herein.

8. **COMPLIANCE WITH LAWS.** Licensee, its agents, and employees shall comply with all rules and regulations prescribed by Manager for the use and occupancy of the facilities of County, and with all applicable laws, ordinances and regulations adopted or established from time to time, by any governmental agency or department thereof. Licensee shall obtain and comply with all permits or licenses required by the laws, ordinances, and rules or regulations mentioned herein.
9. **ASSIGNMENT.** No assignment of this license or any duty or interest hereunder shall be made by Licensee without the prior written consent of County.
10. **PROGRAM REQUIREMENT.** Licensee shall file with the Manager at least thirty (30) days prior to holding the performance or function for which this license is issued, a full and detailed outline of all activities required, all stage and equipment requirements, the hall and chair set-up and such other information as may be required by the Manager concerning such function. Licensee shall make an appointment to meet with facility staff at event location to review rental and set up requirements prior to performance or function.
11. **SEATING CAPACITY.** The seating capacity of each facility or portion thereof is on file at the office of the Manager and incorporated herein by this reference. Licensee shall not sell or distribute, or permit to be sold or distributed, tickets or passes in excess of the seating capacity of the facility or facilities hereinabove described, nor admit thereto a larger number of persons than can safely and freely move about therein. The decision of the Manager and the Fire Marshall in this respect shall be final.
12. **CONCESSION SALES.** County reserves the sole right to operate the parking lots, box office concessions, check rooms, and any food or beverage concession; provided, however, that the Manager may, in writing, authorize Licensee to operate any of the aforesaid upon such terms as the Manager may deem proper.
13. **ACCESS.** County shall have the absolute right to enter the premises herein specified, or any portion thereof, at all times.
14. **CONTROL.** In renting the facility to the Licensee, it is understood the County does not relinquish the right to control the management thereof, and to enforce all necessary laws, rules and regulations. The decision of the County's representatives, as to required staffing, and the number of persons that can safely and freely move about in said licensed space, shall be final.
15. **SECURITY.** Licensee shall be required to provide and pay for 0 police and 0 private security personnel to be present for the safety of the public during use of the premises.
16. **OBJECTIONABLE PERSONS.** County reserves the right to eject or cause to be ejected from the premises any objectionable person or persons; and neither County nor any of its officers, agents or employees shall be liable to Licensee for any damages that may be sustained by Licensee through the exercise by County of such right.
17. **BROADCASTING.** No events or portions of events shall be taped, broadcast or televised without the prior written consent of County.
18. **STORAGE.** In the receipt, handling, care or custody of property of any kind shipped or otherwise delivered to the premises or stored on such premises either prior to, during or subsequent to the use of the facilities by Licensee, County and its officers, agents and employees shall act solely for the accommodation of Licensee; and neither County, its officers, agents nor employees shall be liable for any loss, damage or injury to such property.
19. **OBSTRUCTIONS.** No portions of the sidewalks, entries, passages, vestibules, halls or way of access to public utilities of the premises shall be obstructed, or caused to be obstructed, by Licensee or caused or permitted to be used for any purpose other than ingress or egress to and from the facilities. The doors, skylights, stairways or openings that reflect or admit light into any portion of the building, including hallways, passageways, also radiators and house lighting attachments, shall in no way be obstructed by Licensee.
20. **LIABILITY FOR LOSS OR DAMAGE TO COUNTY PROPERTY.** Licensee shall be liable to County for any loss or damage to the premises arising from or in connection with Licensee's performance hereunder or any of its officers, agents, and employees.
21. **FLAMMABLE MATERIALS.** No flammable materials such as bunting, tissue paper, etc., shall be used for decorations; and all materials used for decorative purposes must be treated with flame-proofing and approved by the local Fire Department. No fireworks, open flame, nor device prohibited by local police or fire jurisdictions shall be permitted.
22. **DEFAULT.** Should the Licensee default in the performance of any of the terms and conditions of this License, the Manager, at his/her option, may in addition to other legal remedies available immediately terminate this License. In such event, Licensee shall be liable for the full amount of the rent provided for herein, less rent charges received from others for use of the premises at the time, or times, specified in this License. Any deposit made by Licensee to County shall be retained by County and considered liquidated damages.
23. **CONTRACT ADDITIONS.** Additional provisions or modifications may be attached to this agreement and, when signed, shall be binding on the parties.
24. **CANCELLATION BY COUNTY.** In addition to the right to terminate this License Agreement upon Licensee's default, the Manager shall have the right to terminate part or all of this agreement at any time, in the following circumstances:
 - a) Upon thirty (30) days' written notice,
 - b) Immediately without notice if the County Board of Supervisors, the County Emergency Services Director, County Administrative Officer, the Manager or other local, state or federal official determines that the facility is required for public necessity or emergency use,
 - c) Immediately without notice if the facility is destroyed or damaged or should a strike occur.
 Neither County nor any of its officers, agents or employees shall be liable to Licensee for any damages that may be sustained by Licensee through exercise by County of any of its rights to cancellation pursuant to this section. Upon cancellation by County, any deposit made by Licensee may be refunded at County's sole discretion.
25. **CANCELLATION BY LICENSEE.** The Licensee is liable for the following amounts in the event of cancellation by Licensee: a) If the event is cancelled 90 days or more from the date held, 50% of the deposit shall be retained by County; b) if the event is cancelled between 30-90 days of the date held, the entire deposit shall be retained by County; c) if the event is cancelled between 15-30 days of the date held, Licensee shall forfeit 50% of the Rental Fee; d) if the event is cancelled within 15 days of the date held, Licensee shall forfeit 100% of the Rental Fee.
26. **NONDISCRIMINATION.** Licensee shall comply with all applicable federal, state and local laws, rules and regulations in regard to nondiscrimination because of race, color, ancestry, national origin, religion, gender, marital status, age, medical condition, handicap or sexual orientation.
27. **NOTE: CHEWING GUM, GLITTER, CANDLES, AND SHOES ON THE WALL (S) ARE NOT PERMITTED IN THE FACILITIES AT ANY TIME.**
28. **CHANGES.** Any changes to the reservation must be made 30 days prior to the event.
29. **CERTIFIED ACCESS SPECIALIST DISCLOSURE.** Pursuant to California Civil Code Section 1938, the subject property has/had not been inspected by a "Certified Access Specialist".
30. **POSSESSORY INTEREST AND OTHER TAXES.** Licensee is fully responsible for and agrees to pay all real and personal property taxes (including any tax levied on a possessory interest, as defined in California Revenue and Taxation Code Section 107 or successor statute, if applicable), general and special assessments, and other charges of every description (collectively "Taxes"), levied on or assessed against any and all interests held by Licensee, including personal property of Licensee located on County property, to the full extent incurred during the term of this Agreement.
31. **ALL PAPERWORK, INCLUDING PROOF OF INSURANCE, IS DUE 30 DAYS PRIOR TO THE EVENT.**

SIGN AND RETURN THE LICENSE AGREEMENT AND ONE COPY OF RESERVATION.

Licensee

Date

Approved and agreed to:

General Services Department Analyst
Or Authorized Agent

Date



Sonoma County Veterans Memorial Buildings
 126 First Street West
 Sonoma CA 95476
 (707) 938-4105 - Tel / (707) 938-1122 - fax

Tentative Application

Customer	Reservation:	10054
Zanzara Dancer & Seann Zales Community & Family Service Agency (free meals) 15291 Old Cazadero Rd Guerneville, CA 95446	Event Name: Status: Phone: Event Type: 2nd Contact: Phone:	Free Meals Program Tentative 707-869-2491 Meal Katrina Thurman, ED. (707) 829-5717

Bookings / Details	Quantity	Price	Amount
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CHEWING GUM, GLITTER, CONFETTI, CANDLES, AND SHOES ON THE WALL(S) ARE NOT PERMITTED IN OUR FACILITIES AT ANY TIME.

HOURS RESERVED MUST INCLUDE DECORATION, SET-UP AND CLEAN-UP.

CHANGES TO THIS RESERVATION MAY BE MADE UP TO 30 DAYS PRIOR TO THE EVENT DATE

ADDITIONAL CHARGES WILL BE INCURRED IF YOUR EVENT RUNS BEYOND CONTRACTED HOURS. A \$50.00 FEE WILL BE CHARGED IF CONTRACT REQUIREMENTS ARE NOT MET 30 DAYS PRIOR TO EVENT DATE OR IF CHANGES OF ANY KIND ARE REQUESTED LESS THAN 30 DAYS BEFORE EVENT DATE FAILURE TO PAY DEPOSIT ON TIME WILL RESULT IN CANCELLATION OF YOUR RESERVATION - THE REINSTATEMENT FEE IS \$50.00

Wednesday, July 09, 2014

1:00 PM - 10:30 PM Free Meals (Tentative) Guerneville Kitchen Room Charge: (9.5 hours @ 10.00/hr)	1	95.00	95.00
5:30 PM - 10:30 PM Free Meals (Tentative) Guerneville Auditorium Dining for 150 Room Charge: (5 hours @ 18.00/hr)	1	90.00	90.00

Wednesday, July 23, 2014

1:00 PM - 10:30 PM Free Meals (Tentative) Guerneville Kitchen Room Charge: (9.5 hours @ 10.00/hr)	1	95.00	95.00
5:30 PM - 10:30 PM Free Meals (Tentative) Guerneville Auditorium Dining for 150 Room Charge: (5 hours @ 18.00/hr)	1	90.00	90.00

Wednesday, August 06, 2014

1:00 PM - 10:30 PM Free Meals (Tentative) Guerneville Kitchen Room Charge: (9.5 hours @ 10.00/hr)	1	95.00	95.00
5:30 PM - 10:30 PM Free Meals (Tentative) Guerneville Auditorium Dining for 150 Room Charge: (5 hours @ 18.00/hr)	1	90.00	90.00

Wednesday, August 20, 2014

1:00 PM - 10:30 PM Free Meals (Tentative) Guerneville Kitchen Room Charge: (9.5 hours @ 10.00/hr)	1	95.00	95.00
5:30 PM - 10:30 PM Free Meals (Tentative) Guerneville Auditorium Dining for 150 Room Charge: (5 hours @ 18.00/hr)	1	90.00	90.00

Bookings / Details

Quantity

Price

Amount

Wednesday, September 03, 2014**1:00 PM - 10:30 PM Free Meals (Tentative) Guerneville Kitchen**

Room Charge: (9.5 hours @ 10.00/hr)

1

95.00

95.00

5:30 PM - 10:30 PM Free Meals (Tentative) Guerneville Auditorium

Dining for 150

Room Charge: (5 hours @ 18.00/hr)

1

90.00

90.00

Wednesday, September 24, 2014**1:00 PM - 10:30 PM Free Meals (Tentative) Guerneville Kitchen**

Room Charge: (9.5 hours @ 10.00/hr)

1

95.00

95.00

5:30 PM - 10:30 PM Free Meals (Tentative) Guerneville Auditorium

Dining for 150

Room Charge: (5 hours @ 18.00/hr)

1

90.00

90.00

Wednesday, October 08, 2014**1:00 PM - 10:30 PM Free Meals (Tentative) Guerneville Kitchen**

Room Charge: (9.5 hours @ 10.00/hr)

1

95.00

95.00

5:30 PM - 10:30 PM Free Meals (Tentative) Guerneville Auditorium

Dining for 150

Room Charge: (5 hours @ 18.00/hr)

1

90.00

90.00

Wednesday, October 22, 2014**1:00 PM - 10:30 PM Free Meals (Tentative) Guerneville Kitchen**

Room Charge: (9.5 hours @ 10.00/hr)

1

95.00

95.00

5:30 PM - 10:30 PM Free Meals (Tentative) Guerneville Auditorium

Dining for 150

Room Charge: (5 hours @ 18.00/hr)

1

90.00

90.00

Wednesday, November 05, 2014**1:00 PM - 10:30 PM Free Meals (Tentative) Guerneville Kitchen**

Room Charge: (9.5 hours @ 10.00/hr)

1

95.00

95.00

5:30 PM - 10:30 PM Free Meals (Tentative) Guerneville Auditorium

Dining for 150

Room Charge: (5 hours @ 18.00/hr)

1

90.00

90.00

Wednesday, November 19, 2014**1:00 PM - 10:30 PM Free Meals (Tentative) Guerneville Kitchen**

Room Charge: (9.5 hours @ 10.00/hr)

1

95.00

95.00

5:30 PM - 10:30 PM Free Meals (Tentative) Guerneville Auditorium

Room Charge: (5 hours @ 18.00/hr)

1

90.00

90.00

Wednesday, December 03, 2014**1:00 PM - 10:30 PM Free Meals (Tentative) Guerneville Kitchen**

Room Charge: (9.5 hours @ 10.00/hr)

1

95.00

95.00

5:30 PM - 10:30 PM Free Meals (Tentative) Guerneville Auditorium

Dining for 150

Room Charge: (5 hours @ 18.00/hr)

1

90.00

90.00

Wednesday, January 07, 2015**1:00 PM - 10:30 PM Free Meals Program (Tentative) Guerneville Kitchen**

Room Charge: (9.5 hours @ 10.00/hr)

1

95.00

95.00

5:30 PM - 10:30 PM Free Meals Program (Tentative) Guerneville Auditorium

Room Charge: (5 hours @ 18.00/hr)

1

90.00

90.00

Wednesday, January 21, 2015**1:00 PM - 10:30 PM Free Meals Program (Tentative) Guerneville Kitchen**

Room Charge: (9.5 hours @ 10.00/hr)

1

95.00

95.00

Bookings / Details

	Quantity	Price	Amount
5:30 PM - 10:30 PM Free Meals Program (Tentative) Guerneville Auditorium Room Charge: (5 hours @ 18.00/hr)	1	90.00	90.00
<u>Wednesday, February 04, 2015</u>			
1:00 PM - 10:30 PM Free Meals Program (Tentative) Guerneville Kitchen Room Charge: (9.5 hours @ 10.00/hr)	1	95.00	95.00
5:30 PM - 10:30 PM Free Meals Program (Tentative) Guerneville Auditorium Room Charge: (5 hours @ 18.00/hr)	1	90.00	90.00
<u>Wednesday, February 18, 2015</u>			
1:00 PM - 10:30 PM Free Meals Program (Tentative) Guerneville Kitchen Room Charge: (9.5 hours @ 10.00/hr)	1	95.00	95.00
5:30 PM - 10:30 PM Free Meals Program (Tentative) Guerneville Auditorium Room Charge: (5 hours @ 18.00/hr)	1	90.00	90.00
<u>Wednesday, March 04, 2015</u>			
1:00 PM - 10:30 PM Free Meals Program (Tentative) Guerneville Kitchen Room Charge: (9.5 hours @ 10.00/hr)	1	95.00	95.00
5:30 PM - 10:30 PM Free Meals Program (Tentative) Guerneville Auditorium Room Charge: (5 hours @ 18.00/hr)	1	90.00	90.00
<u>Wednesday, March 25, 2015</u>			
1:00 PM - 10:30 PM Free Meals Program (Tentative) Guerneville Kitchen Room Charge: (9.5 hours @ 10.00/hr)	1	95.00	95.00
5:30 PM - 10:30 PM Free Meals Program (Tentative) Guerneville Auditorium Room Charge: (5 hours @ 18.00/hr)	1	90.00	90.00
<u>Wednesday, April 08, 2015</u>			
1:00 PM - 10:30 PM Free Meals Program (Tentative) Guerneville Kitchen Room Charge: (9.5 hours @ 10.00/hr)	1	95.00	95.00
5:30 PM - 10:30 PM Free Meals Program (Tentative) Guerneville Auditorium Room Charge: (5 hours @ 18.00/hr)	1	90.00	90.00
<u>Wednesday, April 22, 2015</u>			
1:00 PM - 10:30 PM Free Meals Program (Tentative) Guerneville Kitchen Room Charge: (9.5 hours @ 10.00/hr)	1	95.00	95.00
5:30 PM - 10:30 PM Free Meals Program (Tentative) Guerneville Auditorium Room Charge: (5 hours @ 10.00/hr)	1	50.00	50.00
<u>Wednesday, May 06, 2015</u>			
1:00 PM - 10:30 PM Free Meals Program (Tentative) Guerneville Kitchen Room Charge: (9.5 hours @ 10.00/hr)	1	95.00	95.00
5:30 PM - 10:30 PM Free Meals Program (Tentative) Guerneville Auditorium Room Charge: (5 hours @ 18.00/hr)	1	90.00	90.00
<u>Wednesday, May 20, 2015</u>			
1:00 PM - 10:30 PM Free Meals Program (Tentative) Guerneville Kitchen Room Charge: (9.5 hours @ 10.00/hr)	1	95.00	95.00
5:30 PM - 10:30 PM Free Meals Program (Tentative) Guerneville Auditorium Room Charge: (5 hours @ 18.00/hr)	1	90.00	90.00
<u>Wednesday, June 03, 2015</u>			
1:00 PM - 10:30 PM Free Meals Program (Tentative) Guerneville Kitchen Room Charge: (9.5 hours @ 10.00/hr)	1	95.00	95.00
5:30 PM - 10:30 PM Free Meals Program (Tentative) Guerneville Auditorium Room Charge: (5 hours @ 18.00/hr)	1	90.00	90.00
<u>Wednesday, June 24, 2015</u>			
1:00 PM - 10:30 PM Free Meals Program (Tentative) Guerneville Kitchen			

Sonoma County Veterans Memorial Buildings	Reservation:	10054	Tentative
Bookings / Details		Quantity	Price
Room Charge: (9.5 hours @ 10.00/hr)		1	95.00
5:30 PM - 10:30 PM Free Meals Program (Tentative) Guerneville Auditorium			Amount
Room Charge: (5 hours @ 18.00/hr)		1	90.00
	Subtotal		4,215.00
	Grand Total		4,215.00

GRAND TOTAL MAY NOT REFLECT ALL POSSIBLE CHARGES.

THE SIGNED/DATED TENTATIVE RESERVATION AND DEPOSIT MUST BE RETURNED WITHIN 2 WEEKS OF THE DATE ON THE COVER LETTER OR THIS REQUESTED RESERVATION WILL BE CANCELLED WITHOUT FURTHER NOTICE.

PLEASE REVIEW THIS TENTATIVE RESERVATION. If any of the information is incorrect, or if you have questions or concerns, please call us at 707-938-4105. Otherwise, to hold your reservation, SIGN, DATE AND RETURN ONE COPY OF THIS FORM along with a check made payable to "County of Sonoma" for the amount shown below.

Thank you for scheduling your event with us. We look forward to working with you.

AMOUNT DUE NOW: \$225.00

Sign

Date

Cancellation:

If the event is cancelled 90 days or more from the date held, 50% of the deposit shall be retained by the County (General Services Department).

If the event is cancelled between 30-90 days of the date held, the entire deposit shall be retained.

If the event is cancelled 15-30 days of the date held 50% of the Rental Fee will be retained.

If the event is cancelled within 15 days of the event 100% of the Rental Fee will be retained.

CLEANING/DAMAGE DEPOSITS:

The entire cleaning/damage deposit will be forfeited if ANY of the following occur:

GUM IS FOUND IN THE FACILITY (FLOOR, ETC.)

GLITTER IS FOUND IN THE FACILITY

ALCOHOL IS BROUGHT INTO FACILITY DURING A "NON-ALCOHOL" EVENT



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 49
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: August 19, 2014

Vote Requirement: No Vote Required

Department or Agency Name(s): County Administrator

Staff Name and Phone Number:

Veronica Ferguson

Supervisorial District(s):

All

Title: Presentation on Assembly Bill 60, California Drivers License

Recommended Actions:

Receive informational presentation by California Department of Motor Vehicles on implementation of Assembly Bill 60, California Drivers License.

Executive Summary:

On March 18, 2014, your Board adopted its 2014 Work Priorities. Within these priorities, under the Strategic Goal of Safe, Healthy, Caring communities, your Board established the Policy Objective to Support immigrants and families, and identified the presentation of Assembly Bill (AB) 60 in partnership with the State Department of Motor Vehicles as a specific work task to accomplish within the year.

AB 60 requires the California Department of Motor Vehicles (DMV) to issue an original driver license to an applicant who is unable to submit satisfactory proof of legal presence in the United States. Driver license applicants under AB 60 must meet all other qualifications for licensure and must provide satisfactory proof of identity and California residency. AB 60 also requires the department to develop regulations and consult with interested parties in an effort to assist the department in identifying documents that will be acceptable for the purposes of providing documentation to establish identity and residency.

The new law becomes operative by January 1, 2015, and is intended to improve public safety for all Californians by helping ensure that undocumented persons pass a written and driving test and obtain proof of insurance and a license before driving their vehicles in California. To implement the new law, DMV will adopt regulations that will detail how applicants can prove identity and California residency.

In addition to drafting new regulations and designing the license, the DMV is also actively educating the public about the new law and process for obtaining the identification card, and preparing to process the additional applications. DMV currently processes approximately 27 million transactions per year in its offices, including about 10 million driver license related transactions. DMV also processes more than 12 million online transactions a year, such as renewing vehicle registrations and driver licenses, change of address, and notice of release of liability. DMV estimates that roughly 1.4 million undocumented persons could apply for driver licenses over the next three years once the program is implemented.

Following the presentation to your Board, County staff will work with the DMV to facilitate community forums throughout the County leading up to AB 60 implementation in 2015.

Prior Board Actions:

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):

Attachments:

AB 60 Flyer

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

AB 60 Driver License

HOW CAN YOU PREPARE YOURSELF?

- **Be prepared to take a written test** on the day you apply for your driver license. Everyone must pass a rules of the road written test. If you do not pass your test, you must return to DMV to take another written test.
- **Study the California Driver Handbook**, available in English, Armenian, Chinese, Farsi, Korean, Punjabi, Russian, Spanish, Tagalog, and Vietnamese (coming soon in Arabic), on the Department of Motor Vehicles (DMV) website at www.dmv.ca.gov/pubs/pubs.htm.
- **Take practice tests** on the DMV website at www.dmv.ca.gov (coming soon in other languages). Practice tests are also available on the DMV Now iPhone and Android application.
- **The list of approved documents** for AB 60 related driver licenses has not been finalized. However, we encourage you to begin gathering documents that can help establish residency and verify identity.

KEEP IN MIND ...



- **DMV has not begun issuing** AB 60 driver licenses. DMV will do so by January 1, 2015.
- **Be aware - you do NOT need to pay an agent for information or services.** Information is free at the DMV.
- **AB 60 prohibits** law enforcement agencies from using the driver license for criminal investigation, arrest, or detention based on immigration status.



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 50
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: August 19, 2014

Vote Requirement: Majority

Department or Agency Name(s):

Staff Name and Phone Number:

Cynthia Demidovich 565-1754

Supervisorial District(s):

Fifth

Title: Appeal of a Board of Zoning Adjustments approval of a Use Permit for a large residential community care facility, Charles Litchfield, applicant for Bayside Bodega, LLC, owners; Al and Joe Bordessa, appellants, PRMD File UPE12-0045.

Recommended Actions:

Adopt a Resolution exempting the project from the California Environmental Quality Act, denying the appeal, and approving a Use Permit for a 32-bed residential community care facility. The project is located at 16702 Highway 1, Bodega; APN 103-020-006.

Executive Summary:

The proposed project is a request to convert a 19,000 square foot, 21 room inn and restaurant to a 32-bed large residential community care facility. The purpose of the residential community care facility is to treat individuals with chronic pain disorders and chemical dependency, with a focus on long-term pain management and alternative pain relief. The hours of operation would be 24 hours a day, seven days a week, with 25 full-time employees.

Background:

On September 12, 1985, the Board of Zoning Adjustments approved a Use Permit and a Coastal Permit (UP/CP85-9757A) for a six room inn at the subject property in Bodega to replace a commercial hog farm, which had ceased operations in 1985.

On June 26, 1986, the Board of Zoning Adjustments approved a Use Permit, Coastal Permit, and adopted a Negative Declaration (UP/CP 86-248) to allow dining for up to 24 patrons, in addition to those staying at the inn.

On October 24, 1996, the Board of Zoning Adjustments (BZA) approved a Coastal Permit, a Use Permit, and adopted a Mitigated Negative Declaration (PLP96-0041) to expand the existing inn from six rooms to 30 rooms and add a restaurant, and related site improvements. The Board of Zoning Adjustments found the Coastal Permit and use Permit to be consistent with the 1989 General Plan policies, including LU-10p Specific Area Policies characterizing the restaurant and lodge as conforming uses.

On July 8, 2003, staff posted at the subject property for 15 days a Notice of Pending Action on a Coastal Permit and Waiver of a Public Hearing to modify the previously approved Coastal/Use Permit (PLP96-0041). The modification included removing phasing of the project over five years and to not have any specific time limit to complete the 30 room inn. No objections were received and the modification to the Coastal/Use Permit was approved on July 24, 2003.

On November 21, 2013, the BZA considered the current application and, with a 5-0 vote, found the project exempt from the California Environmental Quality Act (CEQA) and approved the request by Charles Litchfield for a large residential community care facility. On November 27, 2013, a timely appeal of the decision was filed with the Board of Supervisors by Jean Kapolchok on behalf of Al and Joe Bordessa.

Project Description:

The proposed project is a request to convert a 19,000 square foot, 21 room inn and restaurant to a 32-bed large residential community care facility. The purpose of the residential community care facility is to treat individuals with chronic pain disorders and chemical dependency, with a focus on long-term pain management and alternative pain relief. The length of stay to receive treatment is approximately six to eight weeks for each individual involved with the program. The hours of operation are 24 hours a day, seven days a week, with 25 full-time employees. The residents of the facility will be required to remain on-site during their treatment, will not have access to a motor vehicle, and visitation by family members will be limited. The existing restaurant will be converted to a dining room, the spa rooms will be converted to workshop/counseling rooms, and some of the patient rooms will be either single occupancy or double occupancy. No new buildings are proposed for construction as the applicant is proposing to use the existing structures for the residential community care facility. A Building Permit will be required for the change in occupancy from an inn to a residential community care facility.

Location and Zoning:

The 36.83 acre project site is located on the east side of Highway 1 at 16702 Highway 1, Bodega between the Bodega Highway turn-off and the town of Valley Ford. The front portion of the project site is relatively flat and gently slopes up the hillside to rear of the site. Existing on-site landscaping is extensive, including cypress trees lining the project driveway and along the west property line, and large stands of pine and eucalyptus trees line the eastern portion of the site and Highway 1. The existing inn is almost completely obscured from public view by existing vegetation. A portion of the on-site residence is visible from Highway 1.

The project site is located in a rural sparsely populated coastal area where the nearest residence is located 2,264 feet to the northeast. The site is improved with an existing 19,200-square foot 21-room inn, restaurant, fitness room, two spa treatment rooms, swimming pool, 38 parking spaces, storage building, barn, and caretakers residence. The site is accessed from Highway 1, and is served by an existing well and septic system. The project site is not under a Land Conservation Act Contract or located within an Agricultural Preserve.

The prior Use Permit and Coastal Permit allowed the construction of 30 rooms but only 21 rooms were constructed.

The base zoning district is LEA (Land Extensive Agriculture). Combining zone districts for the property include: CC (Coastal Combining District), and SR (Scenic Resource Combining District).

Issues Raised with the Appeal:

Issue #1: General Plan Consistency and Coastal Zoning Code Consistency

The appellant contends that the General Plan and Zoning Code require an agricultural use to be the primary use on-site and that no agricultural use exists on-site.

Analysis: The project site is within the Land Extensive Agricultural (LEA) Zone. The Agricultural Resources Element of the 2020 General Plan provides for an objective of applying: “. . . agricultural land use categories only to areas or parcels capable of the commercial production of food, fiber and plant material, or the raising and maintaining of farm animals including horses, donkeys, mules and similar livestock. Establish agricultural production as the highest priority use in these areas or parcels.” (Objective AR-4.1). Policy AR-4a provides as follows:

Policy AR-4a: The primary use of any parcel within the three agricultural land use categories shall be agricultural production and related processing, support services, and visitor serving uses. Residential uses in these areas shall recognize that the primary use of the land may create traffic and agricultural nuisance situations, such as flies, noise, odors, and spraying of chemicals.

For the proposed project, more than 79% of the project site (approximately 28.32 acres) is devoted to the grazing of 10 to 20 horses and six cows. The applicant is also proposing to use the horses on trails within the property in the patient’s recovery process. The BZA determined grazing of horses is an agricultural use consistent with the General Plan and Zoning Ordinance. Horses and cows are not currently grazing on the project site. However, prior to commencing the use as a residential care facility, the agricultural use of grazing will be established on the project site. The BZA also determined that the 36 acre parcel is large enough to be considered an agricultural sized parcel. Thus, since agricultural use is an integral part of the proposed application, the project is consistent with the General Plan.

Secondly, the project encompasses conversion of an existing use to a less intense use. The proposed residential care facility is a less intense use than the existing lodging facility because it would convert an existing inn and restaurant to a residential care facility and would not involve an expansion beyond the existing use. The proposed project is a less intense use because the 21-room existing inn and restaurant are to be converted to a 32-bed facility where patients remain at the site for six to eight weeks compared to a lodge where transient guest rooms are potentially changing over every one to two nights. Special events and amplified sound permitted under the current use will cease. Furthermore, the existing restaurant open to the public will be closed, further reducing the intensity of use in terms of the number of guests visiting the property on a daily basis. It is also less intense because 32 beds have a maximum occupancy of 32 persons, whereas a 21-room inn could have a maximum occupancy of 42+ persons. No additions or exterior modifications are proposed – only minor internal remodeling of existing structures is necessary. Therefore, the residential care facility is a less intense use than the lodging facility.

Traffic will also be reduced because there will be a reduction in overall trips to and from the site as residents of the facility must remain on-site and will not have driving privileges. The applicant submitted a Focused Traffic Analysis dated June 23, 2013, prepared by w-trans, to address traffic related issues expressed by the neighbors. The analysis also concluded that neither a left-turn lane nor a right-turn lane is warranted at the driveway to the site to accommodate project-generated trips under existing conditions and for the next 25-years. Staff received correspondence from Caltrans dated September 4, 2013, in which Caltrans concurred with the conclusion of the Focused Traffic Analysis.

Additionally, the lodge and restaurant existed prior to the adoption the General Plan. At the time of issuance of the Use Permit and Coastal Permit for the inn, that project was found to be consistent with the General Plan and the Sonoma Coast Villa was recognized as a conforming restaurant and lodge with a maximum of 30 rooms. The approval of the current project would not convert existing farmland to a non-agricultural use but rather would replace a current conforming use. The residential care facility that would replace it is a less intense use than the lodging facility.

Lastly, residential care facilities are specifically listed as permitted in the Land Extensive Agriculture (LEA) coastal zoning district subject to Use Permit approval. Under Section 2.6, Agricultural Land Use Policy of the 2020 General Plan, the LEA Zone is one of three agricultural use categories. The objective of LEA areas is identified as to establish and maintain densities and parcel sizes that are conducive to continued agricultural production. Permitted uses include:

5. Other uses. Other uses consistent with the Agricultural Resources Element as provided in the Development Code.

Development Code Section 26C-32 (c) provides for non-agricultural uses, subject to a Use Permit demonstrating that the use meets a local need, avoids conflict with agricultural activities and is consistent with Objective AR-4.1 and Policy AR-4a of the Agricultural Resources Element. First, the residential care facility would meet the need of providing facilities promoting improved health consistent with the Board's Safe, Healthy & Caring Community Strategic Plan Goal. Second, as set forth above, the proposed project does not conflict with agricultural activities and is consistent with General Plan policies because agricultural support is an integral part of the application and the replacement of a conforming use would not result in the conversion of existing farmland. Accordingly, the project is consistent with the General Plan and the Coastal Zoning Code.

Issue #2: Coastal Permit

The appellant asserts that a Coastal Permit is required for the change in use from an inn and restaurant to a residential care facility because the change in use is considered "development" as defined in the Local Coastal Plan. According to the appellant the applicant constructed a parking lot without a grading permit and that grading would require a Coastal Permit.

Analysis: The California Coastal Act, at Section 30106, defines development as:

"Development" means, on land, in or under water, the placement or erection of any solid material or structure; discharge or disposal of any dredged material of any gaseous, liquid, solid, or thermal waste; grading, removing, dredging, mining,

or extraction of any materials; change in the density or intensity of use of land, including, but not limited to, subdivision pursuant to the Subdivision Map Act (commencing with Section 66410 of the Government Code), and any other subdivision of land, change in the intensity of use of water, or of access thereto; construction, reconstruction, demolition, or alteration of the size of any structure, including any facility of any private, public, or municipal utility; and the removal or harvesting of major vegetation other than for agricultural purposes, kelp harvesting and timber operations which are in accordance with a timber harvesting plan submitted pursuant to the provisions of the Z'berg-Nejedly Forest Practice Act of 1973 (commencing with Section 4511).

After reviewing the proposed project, the BZA determined that the proposal was not development because it is not a “change in the density or intensity of use of land.” As outlined above, the proposed project is a change to a less intense use because it entails conversion of an inn and restaurant to a residential care facility. The proposed use does not involve an expansion or intensification of use beyond the existing use. No additions or exterior modifications are proposed, and only minor internal remodeling of existing structures is necessary. The only construction involved is interior remodeling of some portions of structures, which does not constitute “development” as defined in the Coastal Zoning Ordinance. Also, the previously approved Coastal Permit (PLP06-0041) for the inn is vested, and a new Coastal Permit is not required. The California Coastal Commission has reviewed the proposed project and concurs that a Coastal Permit is not required.

In addition, correspondence submitted by the applicant dated April 10, 2014, clarifies the fact that grading was not conducted on-site to provide a new parking lot. The applicant had an asphalt overlay applied to the existing pavement which is considered general maintenance exempt from a Coastal Permit per Section 26C-340.19(a)(7) of the Coastal Zoning Ordinance as to, “repair and maintenance activities which do not result in an addition or enlargement or expansion of the object of such activities. . . .”

Issue #3: Environmental Review

The appellant maintains the project does not qualify for an exemption from CEQA.

Analysis: Section 15301, “Existing Facilities,” (Class 1) of the California Environmental Quality Act Guidelines provides an exemption for minor alteration of existing facilities involving negligible or no expansion of the existing use. The BZA determined the proposed project is a less intense use because it entails conversion of an inn and restaurant to a residential care facility, which will have no special events, weddings or amplified sound and will have less traffic than the currently-permitted use. As indicated above, no additions are proposed and only minor internal remodeling is necessary. Furthermore, no evidence has been submitted to indicate that the project will have a significant effect on the environment. The BZA found that the project qualifies for an exemption from CEQA per State CEQA Guidelines Section 15301 (Class 1 Categorical Exemption).

Issue #4: Security Measures

The appellant is concerned about the security and the compatibility of the use for the surrounding area since prescription medications will be dispensed on-site. The appellant is concerned that the

medications will not be properly disposed of.

Analysis: The BZA added the following Condition of Approval No. 30 to ensure the surrounding area will remain secure:

Designated Representative. The Applicant shall provide a current 24 hour working phone number of the property owner, property manager or other designated representative to all neighbors within a 300' radius of the subject property boundaries.

In addition, the applicant submitted correspondence dated April 10, 2014, further clarifying that the individuals admitted into the program are screened to ensure that only well-adjusted, non-violent people are allowed to participate in the program and remain on-site. If individuals exhibit any threatening tendencies after arrival, they are immediately removed from the program. Staff will remain on-site 24 hours a day, seven days a week, and "bed checks" will be conducted throughout the night to ensure individuals are in compliance with the program. During the day, the individuals are constantly supervised and accounted for by the facility staff. The project site is located in a rural sparsely populated coastal area where the nearest residence is located 2,264 feet to the northeast.

Issue #5: Emergency Response

The appellant argues that the proposed project will increase the demand on emergency services.

Analysis: The proposed residential care facility will not cause an increase in demand on emergency services. It is a much less intense use than an inn and restaurant. There will be fewer patients than lodge customers on-site at any given time. In addition, in correspondence dated April 10, 2014, the applicant further clarified that a registered nurse will be on-site 24 hours a day and the facility's doctor will be on-call 24 hours a day. The residential care facility is capable of providing some medical services such as dispensing and disposing of prescription medications. No evidence has been submitted to indicate a higher incidence of emergencies would occur at a residential care facility than at a lodge and restaurant open to the public. The BZA did not find that the project would create an increase in demand for emergency services.

Issue #6: Project Description

The appeal letter states that the project description is insufficient and that potential environmental effects of the project cannot be adequately addressed.

Analysis: This issue was not discussed at the BZA public hearing; however, the proposal statement meets all of the required information such as: hours of operation, number of employees, number of beds, and type of treatment provided to patients. It fully describes the residential care facility's operation plan. In addition, the applicant submitted a Focused Traffic Analysis dated June 24, 2013. The analysis concluded that the proposed project would generate fewer trips than the existing lodge facility, and that neither a left turn-lane nor a right turn-lane was warranted to the site driveway.

Staff Recommendation:

Staff recommends that the Board hold a public hearing to consider the appeal and at the conclusion of the hearing deny the appeal and uphold the Board of Zoning Adjustment's approval of the Use Permit for a 32-bed large residential community care facility and add the following Conditions of Approval:

Prior to commencing the use as a residential care facility the grazing of animals shall be established on the project site (Condition No. 31).

Prior to issuance of any Building Permit the applicant shall cancel, final, or finish any existing permits including but not limited to all Building Permits and Septic Permits (Condition No. 32).

Prior Board Actions:

None.

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

Approval of the Project furthers the goal of promoting improved health in the County by providing a residential community care facility to treat individuals with chronic pain disorders and chemical dependency, with a focus on long-term pain management and alternative pain relief.

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):

This is an At-Cost project and all fees are paid by the applicant.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

Not applicable.

Attachments:

Draft Board of Supervisors Resolution Denying the Appeal

EXHIBIT A: Draft Conditions of Approval

EXHIBIT B: Appeal Form dated November 27, 2014

EXHIBIT C: Board of Zoning Adjustment's Resolution No. 13-020

EXHIBIT D: Board of Zoning Adjustment's Minutes dated November 21, 2013

EXHIBIT E: Board of Zoning Adjustment's Staff Report dated November 21, 2013

EXHIBIT F: Board of Zoning Adjustment's Staff Report dated October 24, 1996

EXHIBIT G: Applicant's Correspondence dated April 10, 2014, and Description of the Agricultural Component

EXHIBIT H: Letter of Opposition

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

None.



County of Sonoma

State of California

Date: August 19, 2014

Item Number: _____

Resolution Number: _____

UPE12-0045 Cynthia Demidovich

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Denying An Appeal From A Decision Of The Sonoma County Board Of Zoning Adjustments, Exempting From The California Environmental Quality Act, And Approving A Use Permit For A Large Residential Community Care Facility On Property Located At 16702 Highway 1, Bodega, APN 103-020-006; Supervisorial District No. 5.

Resolved, that the Board of Supervisors (“the Board”) of the County of Sonoma (“the County”) hereby finds and determines as follows:

Section 1.
Application and Project.

1.1 Charles Litchfield (the applicant) for Bayside Bodega, LLC, filed an application with the Sonoma County Permit and Resource Management Department (PRMD) for a Use Permit for a 19,000 square foot large residential community care facility with 32 beds in existing buildings (“the Project”) on a 36 acre parcel located at 16702 Highway 1, Bodega; APN103-020-006; Zoned LEA (Land Extensive Agriculture), B6-160 acre density/640 acre minimum, CC (Coastal Combining District), SR (Scenic Resource Combining District)., The project would convert an existing 19,000 square foot, 21 room inn, and restaurant to a 32 bed large residential community care facility. The purpose of the residential community care facility is to treat individuals with chronic pain disorders and chemical dependency, with a focus on long-term pain management and alternative pain relief. The length of stay to receive treatment is approximately six to eight weeks for each individual involved with program. The hours of operation are 24 hours a day seven days a week, with 25 full-time employees. The residents of the facility will be required to remain on-site during their treatment, will not have access to a motor vehicle, and visitation by family members will be limited. The existing restaurant will be converted to a dining room, the spa rooms will be converted to workshop/counseling rooms, and some of the patient rooms will have single occupancy and some will have double occupancy. No new buildings are proposed for construction as the applicant is proposing to use the existing structures for the residential community care facility. A Building Permit will be required for the change in occupancy from an inn to a residential community care facility. As heard and considered by the Board, the Use Permit supersedes all previously approved use permits and coastal permits with the exception of PLP96-0041 for the Project Site.

Section 2. Procedural History.

2.1 On July 23, 1981, the Board of Zoning adjustment approved a Use Permit and adopted a Negative Declaration (UP 9757) for a commercial hog farm with 30 sows, and the use ceased in 1985.

2.2 On September 12, 1985, the Board of Zoning Adjustments approved a Use Permit and a Coastal Permit (UP/CP85-9757A) for a six room inn.

2.3 On June 26, 1986, the Board of Zoning Adjustments approved a Use Permit, Coastal Permit, and adopted a Negative Declaration (UP/CP 86-248) to allow dining for up to 24 patrons, in addition to those staying at the inn.

2.7 On October 24, 1996, the Board of Zoning Adjustments approved a Coastal Permit, a Use Permit, and adopted a Mitigated Negative Declaration (PLP96-0041) to expand the existing inn from six rooms to 30 rooms, a restaurant, and related site improvements. The coastal permit and use permit were determined consistent with the 1989 General Plan and the Sonoma Coast Villas were specifically recognized as a conforming restaurant and lodging facility in LU-10p of the Specific Area Policies.

2.9 On September 12, 2001, Building Permit number BLD00-2666 was finalized for a new 21 room inn and restaurant.

2.8 On July 8, 2003, a Notice of Pending Action on a Coastal Permit and Waiver of a Public Hearing was posted for 15 days to modify the previously approved Coastal/Use Permit (PLP96-0041). The modification included removing phasing of the project over five years and eliminating any specific time limit to complete the 30 room inn. No objections were received and the modification to the Coastal/Use Permit was approved on July 24, 2003.

2.10 On August 2, 2012, the an application was filed for a Use Permit for converting an inn and restaurant to a residential community care facility. On November 21, 2013, The Board of Zoning Adjustments conducted a public hearing on the Project. At the hearing the Board of Zoning Adjustments heard and received all relevant oral and written testimony and evidence presented or filed regarding the Project. All interested persons were given the opportunity to hear and be heard. At the conclusion of public testimony on November 21, 2013, the Board of Zoning Adjustments closed the hearing, discussed the Project, and on a 5-0 vote found the Project exempt from CEQA pursuant to State CEQA Guidelines section 15301 (Class I Categorical Exemption) and approved the Project.

2.11 Within the time and manner prescribed by law, Jean Kapolchok on behalf of Al and Joe Bordessa appealed the action of the Board of Zoning Adjustments to the Board ("the Appeal").

Resolution #

Date : August 19, 2014

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2.12 The Board conducted a duly noticed public hearing on the Appeal on August 19, 2014 (“the Board hearing”). At the Board hearing, the Board heard and received all relevant testimony and evidence presented orally or in writing regarding the Appeal. All interested persons were given the opportunity to hear and be heard. At the conclusion of public testimony, the Board closed the Board hearing, considered and discussed the Appeal, and denied the Appeal, found the Project exempt from CEQA pursuant to State CEQA Guidelines section 15301 (Class 1 Categorical Exemption) and approved the Project, subject to the conditions of approval imposed herein.

2.3 The Board has had an opportunity to review this resolution and the conditions of approval, and hereby finds that they accurately set forth the intentions of the Board regarding the Project.

2.4 The Board’s decisions herein are based upon the testimony and evidence presented to the County orally or in writing prior to the close of the Board hearing (“the record of these proceedings”). Any information submitted after the close of the Board hearing was deemed late and not considered by the Board.

Section 3. CEQA Compliance.

3.1 The Board has reviewed and considered the information presented and concurs with the determination of PRMD staff and the Board of Zoning Adjustment that the Project is exempt from CEQA pursuant to State CEQA Guidelines section 15301, (Class 1 Categorical Exemption). The Class 1 Categorical Exemption applies to the operation, repair, maintenance, permitting, or minor alterations of existing public or private structures or facilities, involving negligible or no expansion of use beyond that existing at the time of the lead agency’s determination. The proposed project is the conversion of an existing inn and restaurant to a residential community care facility and meets the requirements of a Class I Categorical Exemption. Substantial evidence in the record demonstrates that the proposed residential community care facility will be a less intense use because special events and amplified sound permitted under the current use will cease and there will be a reduction in overall trips to and from the site, as residents of the facility must remain on-site and will not have driving privileges. No additions are proposed, and only minor internal remodeling is necessary.

3.2 The Board finds that there is no substantial evidence in the record upon which it can be concluded (i) that the cumulative impacts of successive projects of the same type as the Project in the same place over time will be significant; (ii) that there is a reasonable possibility that the Project will have a significant effect on the environment due to unusual circumstances; (iii) that the Project may result in damage to scenic resources within a stat scenic highway; (iv) that the Project is located on a hazardous waste site; or (v) that the Project may cause a substantial adverse change in the significance of any historical resource.

3.3 Based on the foregoing findings, the Board determines that it is appropriate to find the Project exempt from CEQA pursuant to State CEQA Guideline section 15301.

Section 4. General Plan and Zoning Consistency.

4.1 The Board has reviewed and considered all of the information presented and finds that the Project, as approved herein, is consistent with the Sonoma County General Plan ("the General Plan") and Coastal Zoning for the following reasons:

(a) The project is consistent with the General Plan Policy AR-4a and AR- 6b because more than half of the project site is devoted to the grazing of (approximately 28.32 acres) horses. The applicant is proposing to use the horses in the patient's recovery process and use on-site trails. The Board determined grazing of horses is an agricultural use which is integral to the application and is and consistent with the General Plan and Zoning Ordinance. The Board also determined that the 36 acre parcel is large enough to be an agricultural sized parcel.

(b) The project is also consistent with Section 2.6 the Agricultural Land Use Policy of the 2020 General Plan because the project does not result in the change of density and parcel size and does not result in the loss of existing farmland, and residential care facilities fall within the permitted "other uses" as per the Development Code.

4.2 The Board finds that the Project, as approved herein, is consistent with the Sonoma County Coastal Zoning Code, Chapter 26 of the Sonoma County Code ("the Coastal Zoning Code"). The Subject Property has an LEA (Land Extensive Agriculture) zoning designation in the Coastal Zoning Code. Large residential community care facilities are permitted in the Land Extensive Agriculture coastal zoning district subject to Use Permit approval, provided that the applicant demonstrates that the use meets a local need, avoids conflict with agricultural activities and is consistent with General Plan Objective AR-4.1 and General Plan Policy AR-4a. **The Board finds that the residential care facility would meet the local need of providing facilities promoting improved health in the County, consistent with the Board's strategic plan Goal 1 and the proposed project does not conflict with agricultural activities because agricultural support is an integral part of the application. The proposed project is also consistent with general plan and zoning because the replacement of a vested conforming use would not result in the conversion of existing farmland.** The proposed project is not an expansion, tourists will not frequent the site, and the patients will have a long term stay for six to eight weeks. The project will also not impact agricultural uses in the surrounding area.

4.3 The Board finds that the establishment, maintenance, and operation of the Project, as approved herein, will not be detrimental to the health, safety, peace, comfort, and general welfare of persons residing or working in the neighborhood or to the general welfare of the area for the following reasons:

a. A Focused Traffic Study was prepared by w-trans and dated June 24, 2013, for

the proposed project. The study indicates the volume of traffic generated by the proposed project is expected to generate fewer trips than the existing use of an inn and restaurant, and the project is expected to reduce delays at the driveway from their already low levels. The Trip Generation Summary states that with the project, there will be a reduction from 11 to 6 p.m. peak hour trips and a corresponding reduction from 13 to 6 trips during the midday peak hour. Therefore, the project is expected to generate fewer trips than the existing lodge facility during both the week day p.m. and weekend midday peak hours which will reduce delays at the driveway from their already low level. The study indicates that neither a left turn-lane nor a right-turn lane is warranted at the site's driveway to accommodate project-generated trips under existing conditions and for the next 25 years. Caltrans concurred with the study prepared by w-trans in correspondence dated September 4, 2013. The project meets all of the parking requirements because there are 38 parking spaces. The residential community care facility use will generate less traffic than the currently-permitted 21-room inn and restaurant open to the public, and there will be no special events.

Section 5.

Other Issues Raised on Appeal (Coastal permit – Development; Security Measures; Emergency Resposne; Project Description)

5.1 The Board reviewed and considered whether any development has or will occur as part of the proposed project that would require a coastal permit, and determines that the project is not a change in the density or intensity of land and that the only construction involved is interior remodeling of some portions of the structure. The Board also finds that it was not grading but asphalt overlay that occurred at the site such that no coastal development permit is or was required.

5.2 The Board reviewed and considered security concerns and finds that the Project, as approved herein, will remain adequately secure due to the required designation of a representative, the applicant's screening process, on-site staff presence and "bed checks." The staff level at the proposed project will exceed the level at the current inn and that the nearest residence is located 2,264 to the northeast and is thus compatible with the rural area.

5.3 The Board reviewed and considered the issue of alleged increase in emergency services and finds that the proposed residential care facility will not cause an increase in demand because it is a much less intense use than the current vested inn and restaurant. Additionally, the residential care facility will have a registered nurse on-site 24 hours a day and the facility's doctor will be on-call 24 hours a day such that the facility is capable of providing for some of its own medical services such as dispensing an disposing of prescription medication so that there will not be an increase in emergency services to the project site.

5.4 The Board reviewed and considered the proposed Project Description and finds that the description, which includes a proposal statement with information about hours of operation, number of employees, number of beds, and type of treatment provided to patients, and which describes the residential care facility's operational plan is sufficiently detailed and specific to allow the Board to adequately consider the project and to review and find the project exempt from CEQA.

**Section 6.
Evidence in the Record**

6.1 The findings and determinations set forth in this resolution are based upon the record of these proceedings. References to specific statutes, ordinances, regulations, reports, or documents in a finding or determination are not intended to identify those sources as the exclusive basis for the finding or determination.

Now, Therefore, Be It Further Resolved, based upon the foregoing findings and determinations and the record of these proceedings that the Board hereby certifies, declares, and orders as follows:

1. The foregoing findings and determinations are true and correct, are supported by substantial evidence in the record of these proceedings, and are adopted as hereinabove set forth.
2. The Appeal is denied.
3. The Project is exempt from CEQA pursuant to State CEQA Guidelines section 15301. PRMD is directed to file a notice of determination of exemption from CEQA in accordance with CEQA and the State CEQA Guidelines.
4. The Project is approved, subject to the conditions of approval set forth in Exhibit "A," attached hereto and incorporated herein by this reference.
5. The Board designates the Clerk of the Board as the custodian of the documents and other materials that constitute the record of the proceedings upon which the Board's decisions herein are based. These documents may be found at the office of the Clerk of the Board of Supervisors, 575 Administration Drive, Room 100A, Santa Rosa, CA 95403.

Supervisors:

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

So Ordered.

Resolution #
Date : August 19, 2014
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**SONOMA COUNTY BOARD OF SUPERVISORS
CONDITIONS OF APPROVAL**

EXHIBIT A

Date:	August 19, 2014	File No.:	UPE12-0045
Applicant:	Charles Litchfield	APN:	103-020-006
Owner:	Bayside Bodega, LLC		
Address:	16702 Highway 1, Bodega		

Project Description: Request for a Use Permit for a large residential community care facility for 32 beds in existing buildings on a 36 acre parcel.

Prior to commencing the use, evidence must be submitted to the file that all of the following non-operational conditions have been met.

BUILDING:

1. The applicant shall apply for and obtain building related permits from the Permit and Resource Management Department (PRMD). The necessary applications appear to be, but may not be limited to, site review, and building permit.
2. Prior to initiation of the approved use, the project shall comply with the accessibility requirements set forth in the most recent California Building Code (CBC), as determined by the PRMD Building Division. Such accessibility requirements shall apply to all new construction and remodeling and, where required by the CBC, to retrofitting of the existing structure.

HEALTH:

"The conditions below have been satisfied BY _____ DATE _____"

PRIOR TO PROJECT OPERATION AND VESTING THE USE PERMIT:

Water:

3. Prior to project operation and vesting the Use Permit, the applicant shall provide the Project Review Health Specialist with the bacteriological (E. Coli and total coliform) arsenic and nitrate analysis results of a sample of the well water tested by a California State-certified lab. If the analysis shows contamination, the applicant will be required to treat the well per County requirements and re-test the well. If the contamination cannot be cleared from the well, destruction under permit of this department may be required. Copies of all laboratory results must be submitted to the Project Review Health Specialist.
4. Prior to project operation and vesting the Use Permit, the applicant shall apply for a revised water supply permit from the State Department of Public Health, Office of Drinking Water if the Public Health Department decides that a revised permit is required. Prior to the issuance of building permits, copies of the clearance letter must be submitted to the Project Review Health Specialist, or the Office of Drinking Water may e-mail clearance directly to PRMD.
5. A Water Supply Permit is require. The water supply well is required to have a 50-foot annular seal prior to vesting the Use Permit. Annular seals are installed at the time of construction of the water well, and are very difficult (and sometimes impossible) to retro-fit in an economic manner. If documentation of a 50-foot annular seal cannot be obtained, then a new water well may be required.

6. Prior to project operation and vesting the Use Permit, an Easement is required to be recorded for this project to provide Sonoma County personnel access to any on-site water well serving this project and any required monitoring well to collect water meter readings and groundwater level measurements. Access shall be granted Monday through Friday from 8:00 a.m. to 5:00 p.m. All Easement language is subject to review and approval by PRMD Project Review staff and County Counsel prior to recordation.
7. Prior to project operation, the water well serving this project shall be fitted with a groundwater level measuring tube and port, or electronic groundwater level measuring device. Water meter(s) to measure all groundwater extracted for the permitted use shall be installed on the water system. A Site Plan showing the location of the well with the groundwater level measuring device and the location of the water meter(s) shall be submitted to the PRMD Project Review Health Specialist.

Septic:

8. Prior to project operation and vesting the Use Permit, the applicant shall obtain a permit for a new sewage disposal system or demonstrate through a Well & Septic Section plan check (fees apply) that the existing septic system meets the Re-utilization Policy (Policy 9-2-15 on PRMD's web site). The system may require design by a Registered Civil Engineer or Registered Environmental Health Specialist and both soils analysis, percolation and wet weather testing may be required. Wet weather groundwater testing may also be required. The sewage system shall meet peak flow discharge of the wastewater from all sources granted in the Use Permit and any additional sources from the parcel plumbed to the disposal system, and shall include the required reserve area.

If a permit for a standard, innovative or experimental sewage disposal system sized to meet all peak flows cannot be issued, then the applicant shall revise the project (fees apply and a hearing may be required) to amend the Use Permit to a reduced size, not to exceed the on-site disposal capabilities of the project site and attendant easements. The Project Review Health Specialist shall receive a final clearance from the Well and Septic Section that all required septic system testing and design elements have been met.

9. Application for wastewater discharge requirements shall be filed by the applicant with the North Coast Regional Water Quality Control Board. Documentation of acceptance of a complete application with no initial objections or concerns by the Regional Water Quality Control Board shall be submitted to the Project Review Health Specialist prior to project operation or septic permit issuance (if the Regional Water Board Water Resource Engineer or Environmental Specialist have objections or concerns then the applicant shall obtain Waste Discharge Requirements prior to building permit issuance). A copy of the Waste Discharge Permit shall be submitted to the Project Review Health Specialist prior to certification of completed Use Permit.
10. In-room Jacuzzi tubs, hot tubs or any other over-size tub designed for use by two or more persons, or any common area Jacuzzi or hot tub, or Vichy Shower shall not be allowed unless they are specified in the septic system analysis and additional capacity in the septic system is allocated for their use.

Consumer Protection:

11. Plans and specifications for the food facility that provides food or beverage must be submitted to, and approved by, the Environmental Health Division of the Health Services Department.

Contact the Environmental Health Division at 565-6547 for information and instruction sheet. An e-mail of the approval from the Environmental Health Division or a copy of the Plan Check Approval shall be presented to the Project Review Health Specialist to verify compliance with requirements of the California Retail Food Code (CalCode).

Vector Control:

12. A Mosquito and Vector Control Plan acceptable to the Marin-Sonoma Mosquito and Vector Control District (telephone 707-285-2200) shall be submitted prior to the operation of any ponds and prior to vesting the Use Permit. The Project Review Health Specialist shall receive a copy of the Mosquito and Vector Control Plan and an acceptance letter from the Marin-Sonoma Mosquito and Vector Control District.

OPERATIONAL REQUIREMENTS:

Water:

13. A safe, potable water supply shall be provided and maintained.
14. The location of the wells, and groundwater elevations and quantities of groundwater extracted for this use shall be monitored quarterly and reported to PRMD in January of the following year pursuant to Section WR-2d of the Sonoma County General Plan and County policies. Annual monitoring fees shall be paid at the rate specified in the County Fee Ordinance. If the County determines that groundwater levels are declining in the basin, then the applicant shall submit and implement a Water Conservation Plan, subject to review and approval by PRMD
15. Required water meters shall be calibrated, and copies of receipts and correction factors shall be submitted to PRMD Project Review staff at least once every five years.

Septic:

16. Maintain the Annual Operating Permit for any package treatment plant, alternative (mound or pressure distribution) or experimental sewage disposal system installed per Sonoma County Code 24-32, and all applicable Waste Discharge Requirements set by the Regional Water Quality Control Board.
17. Use of the on-site wastewater disposal system shall be in accordance with the design and approval of the system.
18. All future sewage disposal system repairs shall be completed in the Designated Reserve areas and shall meet Class I Standards. Alternate reserve areas may be designated if soil evaluation and testing demonstrate that the alternative reserve area meets or exceeds all of the requirements that would have been met by the original reserve area. If wastewater ponds or a package treatment plant are needed, then a modification of the Use Permit may be required, as determined by PRMD.

Hazardous Materials:

19. Comply with applicable hazardous waste generator, underground storage tank, above ground storage tank and AB2185 (Hazardous Materials Handling) requirements and maintain any applicable permits for these programs from the Hazardous Materials Division of Sonoma County Department of Emergency Services.

Consumer Protection:

20. Obtain and maintain all required Food Industry Permits from the Sonoma County Environmental Health Division prior to serving any food.
21. Obtain and maintain all required Public Swimming Pool or Spa Permits from the Sonoma County Environmental Health Division.

Noise:

22. Noise shall be controlled in accordance with Table NE-2 (or an adjusted Table NE-2 with respect to ambient noise as described in General Plan 2020, Policy NE-1c,) as measured at the exterior property line of any affected residential or sensitive land use:

TABLE NE-2: Maximum Allowable Exterior Noise Exposures

Hourly Noise Metric ¹ , dBA	Daytime (7 a.m. to 10 p.m.)	Nighttime (10 p.m. to 7 a.m.)
L50 (30 minutes in any hour)	50	45
L25 (15 minutes in any hour)	55	50
L08 (5 minutes in any hour)	60	55
L02 (1 minute in any hour)	65	60
¹ The sound level exceeded n% of the time in any hour. For example, the L50 is the value exceeded 50% of the time or 30 minutes in any hour; this is the median noise level. The L02 is the sound level exceeded 1 minute in any hour.		

23. If noise complaints are received from nearby residents, and they appear to be valid complaints in PRMD’s opinion, then the applicant shall conduct a Noise Study to determine if the current operations meet noise standards and identify any additional noise Mitigation Measures if necessary. A copy of the Noise Study shall be submitted to the Project Review Health Specialist within sixty days of notification from PRMD that a noise complaint has been received. The owner/operator shall implement any additional Mitigation Measures needed to meet noise standards.

Solid Waste:

24. All garbage and refuse on this site shall accumulate or be stored in non-absorbent, water-tight, vector resistant, durable, easily cleanable, galvanized metal or heavy plastic containers with tight fitting lids. No refuse container shall be filled beyond the capacity to completely close the lid. Garbage and refuse on this site shall accumulate or be stored for no more than seven calendar days, and shall be properly disposed of at a County Transfer Station or County Landfill before the end of the seventh day. Please note that the Local Enforcement Agency (at Environmental Health) bills at an hourly rate for enforcement of violations of the solid waste requirements.

Medical Waste:

25. Maintain all required Medical Waste Permits.

Smoking:

26. Smoking is prohibited at any public event, in any dining area, service area (including entry lines or ticket purchase lines) and in any enclosed area that is a place of employment including wine caves (Sonoma County Code 32-6). “No Smoking” signs shall be conspicuously posted at the point of entry into every building where smoking is prohibited by Chapter 32 of the Sonoma County Code. The California Health and Safety Code (section 113978) also requires the posting of “No Smoking” signs in all food preparation areas, all retail food storage areas, and all food utensil washing areas. Note that Health and Safety Code section 113781 definition of food includes any beverage intended for human consumption.
27. A “Designated Smoking Area” may be established in unenclosed areas consistent with Sonoma County Code section 32-3. Designated Smoking Areas must be at least 25 feet away from any building or area where smoking is prohibited, must be conspicuously identified by signs as a smoking area, and shall be equipped with ash trays or ash cans.

FIRE AND EMERGENCY SERVICES:

"The conditions below have been satisfied BY _____ DATE _____

28. Development on this parcel is subject to the Sonoma County Fire Safe Standards and shall be reviewed and approved by the County Fire Marshal/Local Fire Protection District. Said plan shall include, but not be limited to: emergency vehicle access and turn-around at the building sites), addressing, water storage for fire fighting and fire break maintenance around all structures. Prior to occupancy, written approval that the required improvements have been installed shall be provided to PRMD from the County Fire Marshal/Local Fire Protection District.

PLANNING:

"The conditions below have been satisfied BY _____ DATE _____

29. This Use Permit allows for a 19,000 square foot large residential community care facility with 32 beds in existing buildings on a 36 acre parcel. The Lobby Building is 900 square feet, Building A is 6,270 square feet, Building B is 2,630 square feet, Building C is 980 square feet, Building D is 2,020 square feet, Building Z is 4,200 square feet, and the Conference Building 1,100 square feet in size. The hours of operation are 24 hours a day seven days a week, with 25 full-time employees. The residents of the facility will be required to remain on-site during their treatment, and will not have access to a motor vehicle. The use shall be operated in accordance with the proposal statement and site plan located in File No. UPE12-0045 as modified by these conditions.
30. The operator shall provide a current 24 hour working phone number of the property owner, property manager or other designated representative to all property owners within a 300' radius of the subject property boundaries prior to vesting this Use Permit.
- 31. Prior to commencing the use as a residential care facility the grazing of animals shall be established on the project site.**
- 32. Prior to issuance of any Building Permit the applicant shall cancel, final, or finish any existing permits including but not limited to all Building Permits and Septic Permits.**
33. This Use Permit (UPE12-0045) shall supersede all prior Use Permits upon implementation or when all the pre-operational conditions have been met and this Use Permit is vested. The Coastal Permit approving the existing physical improvements shall remain in effect.
34. This use shall be constructed, maintained, and operated in conformance with all applicable county, state, and federal statutes, ordinances, rules, and regulations. A violation of any applicable statute, ordinance, rule or regulation shall be a violation of the Use Permit, subject to revocation.
35. At the time of submitting a building permit application, the applicant shall submit to PRMD a Condition Compliance Review fee deposit (amount to be determined consistent with the ordinance in effect at the time). In addition, the applicant shall be responsible for payment of any additional compliance review fees that exceed the initial deposit (based upon hours of staff time worked) prior to final inspection being granted.
36. Prior to building permit issuance or prior to exercising this approval, whichever comes first, the property owners shall execute and record a Right-to-Farm declaration on a form provided by PRMD.
37. This "At Cost" entitlement is not vested until all permit processing costs and development fees are paid in full. Additionally, no grading or building permits shall be issued until all permit processing costs and development fees are paid in full.

38. Any proposed modification, alteration, and/or expansion of the use authorized by this Use Permit shall require the prior review and approval of PRMD or the Board of Zoning Adjustments, as appropriate. Such changes may require a new or modified Use Permit and additional environmental review.
39. The Director of PRMD is hereby authorized to modify these conditions for minor adjustments to respond to unforeseen field constraints provided that the goals of these conditions can be safely achieved in some other manner. The applicant must submit a written request to PRMD demonstrating that the conditions is infeasible due to specific constraints (e.g. lack of property rights) and shall include a proposed alternative measure or option to meet the goal or purpose of the condition. PRMD shall consult with affected departments and agencies and may require an application for modification of the approved permit. Changes to conditions that may be authorized by PRMD are limited to those items that are not adopted standards or were not adopted as mitigation measures or that were not at issue during the public hearing process. Any modification of the permit conditions shall be documented with an approval letter from PRMD, and shall not affect the original permit approval date or the term for expiration of the permit.

The owner/operator and all successors in interest, shall comply with all applicable provisions of the Sonoma County Code and all other applicable local, state and federal regulations.

40. This permit shall be subject to revocation or modification by the Board of Zoning Adjustments if: (a) the Board finds that there has been noncompliance with any of the conditions or (b) the Board finds that the use for which this permit is hereby granted constitutes a nuisance. Any such revocation shall be preceded by a public hearing noticed and heard pursuant to Section 26-92-120 and 26-92-140 of the Sonoma County Code.

In any case where a Use Permit has not been used within two (2) years after the date of the granting thereof, or for such additional period as may be specified in the permit, such permit shall become automatically void and of no further effect, provided however, that upon written request by the applicant prior to the expiration of the two year period the permit approval may be extended for not more than one (1) year by the authority which granted the original permit pursuant to Section 26-92-130 of the Sonoma County Code.

Planning Commission/Board of Zoning Adjustments Appeal Form

PJR-021

To: Board of Supervisors
County of Sonoma, State of California

File # UPE 12-0045

Appeal is hereby made by: Al + Joe Bordessa
Please Print

Mailing Address: 940 Gossage Ave
Petaluma, CA 94952

Phone: _____ Email: _____

The Sonoma County Planning Commission / Board of Zoning Adjustments (circle one) on

November 21, 2013, approved / denied (circle one) a request by

Charles Litchfield for large residential
community care facility

located at 16702 Highway 1, Bodega

APN 103 - 020 - 006 Zoned LEA Supervisorial District 5th

This appeal is made pursuant to Sonoma County Code Chapter 26 Section 26-92-160 for the following specific reasons:

See attached

Date: 11/27/13

Appellant: _____

Signature

Appeal Fee: See current PRMD Project Review Fee Schedule

----- ❖ DO NOT WRITE BELOW THIS LINE - To Be Completed by PRMD Staff ❖ -----

This appeal was filed with the Permit and Resource Management Department on the 27th day
of November, 2013, receipt of which is hereby acknowledged.

Blake Hillegas
PRMD Staff

Sonoma County Permit and Resource Management Department
2550 Ventura Avenue ❖ Santa Rosa, CA ❖ 95403-2829 ❖ (707) 565-1900 ❖ Fax (707) 565-1103

Reasons for Appeal of UPE12-0045: Charles Litchfield

1. The project description is insufficient. Therefore, the potential environmental effects of the project cannot be adequately addressed.
2. Neighbors and members of the Board of Zoning Adjustments (BZA) expressed concern regarding security and the compatibility of the use in a rural area. The applicant's response was that the client's were wealthy and the facility had rules. These are not measures that can be made operational and become part of the project condition. The concern remains and has not been adequately addressed. Prescription drug dispensing and the proper disposal of medication were complaints found to have merit by the state on a facility operated by the applicant.
3. Staff indicated that the project is not subject to a Coastal Permit because it is not considered "development". We disagree. Included in the definition of "development" (Public Resources Code § 30106) is any grading, change in the density or intensity of land use, construction or reconstruction. The project proponents have publically indicated that they have paved a portion of the site (without benefit of permit), which may have required a grading permit. In addition, at the very least, the conversion of an inn to a medical facility will require reconstruction. The project requires a Coastal Permit.
4. The conversion of an inn to a medical facility will increase the demand on emergency services. This has not assessed.
5. The General Plan and the zoning require agriculture to be the major use of the site in order for a care facility to be examined. The use as proposed and conditioned contains no agricultural component.
6. There is insufficient information in the administrative record to support the granting of a Class 1 Exemption from the California Environmental Quality Act (CEQA).

COUNTY OF SONOMA
PERMIT AND RESOURCE MANAGEMENT DEPARTMENT

2550 VENTURA AVENUE, SANTA ROSA, CA 95403-2829
(707) 565-1900 FAX (707) 565-1103

Application Fees / Invoice for: UPE12-0045

Project Address: 16702 HWY 1 TWI

Cross Street: SALMON CREEK RD
Wednesday, November 27, 2013

APN: 103-020-006

Description: USE PERMIT FOR RESIDENTIAL CARE FACILITY

Printed:

Initialized by: SHUNSPER
Activity Type: C-USE 1201
PCAS #: JU120045

Owner: BAYSIDE BODEGA LLC
1000 FOURTH ST SUITE 800
SAN RAFAEL CA
94901
415 459 2000

Applicant: LITCHFIELD CHARLES P
1000 FOURTH ST SUITE 800
SAN RAFAEL CA
94901
415 827 2137

Fees:

Item#	Description	Account Code	Tot Fee	Prev. Pmts	Cur. Pmts
140	TECH ENHANCEMENT FEE	025015-4040	96.00	96.00	.00
337	EH REV 335/36 ALL OTHR	025015-3355	1,597.00	1,597.00	.00
750	SUSMP PROG DEVELOPMENT	025015-1350	29.00	29.00	.00
1011	APPEAL (ALL OTHERS)	025015-3803	1,079.00	1,079.00	.00
1052	ENV REV CEQA EXEMPT DET	025015-3811	34.00	34.00	.00
1130	USE PERMIT LEVEL I	025015-3823	2,816.00	2,816.00	.00
1175	PLANNING HEARING FEE	025015-3803	2,640.00	2,640.00	.00

\$8,291.00 \$8,291.00

Total Fees: \$8,291.00

Total Paid: \$8,291.00

Balance Due: \$0.00

Refunds will not be authorized unless circumstances comply with established PRMD refund policy provisions.

When validated below, this is your receipt.

PAYMENT REC'D \$ <u>1127.00</u> SH NOV 27 2013 PERMIT AND RESOURCE MANAGEMENT DEPARTMENT COUNTY OF SONOMA

Resolution Number 13-020

County of Sonoma
Santa Rosa, California

November 21, 2013
UPE12-0045 Cynthia Demidovich

RESOLUTION OF THE BOARD OF ZONING ADJUSTMENTS,
COUNTY OF SONOMA, STATE OF CALIFORNIA, GRANTING A
USE PERMIT TO CHARLES LITCHFIELD, FOR BAYSIDE
BODEGA, LLC, FOR PROPERTY LOCATED AT 16702
HIGHWAY 1, BODEGA; APN 103-020-006.

WHEREAS, the applicant, Charles Litchfield for Bayside Bodega, LLC, filed a Use Permit application with the Sonoma County Permit and Resource Management Department for a 19,000 square foot large residential community care facility with 32 beds in existing buildings on a 36 acre parcel located at 16702 Highway 1, Bodega; APN103-020-006; Zoned LEA (Land Extensive Agriculture), B6-160 acre density/640 acre minimum, CC (Coastal Combining District) SR (Scenic Resource Combining District); Supervisorial District No 5; and

WHEREAS, in accordance with the provisions of law, the Board of Zoning Adjustments held a public hearing on November 21, 2013, at which time all interested persons were given an opportunity to be heard; and

WHEREAS, this project has been found to be categorically exempt from CEQA Guidelines per section 15301, Class 1, as the project involves existing private structures and does not involve an expense beyond the existing use.

NOW, THEREFORE, BE IT RESOLVED that the Board of Zoning Adjustments makes the following findings:

1. The project is consistent with the General Plan Land use designation of Land Extensive Agriculture, and General Plan Policy 2.6. The proposed project is not an expansion, tourists will not frequent the site, and the patients will have a long term stay for six to eight weeks. The project will not impact agricultural uses in the surrounding area.
2. The proposed project is consistent with the Coastal Land use designation of Agriculture, and the Local Coastal Plan finds this designation consistent with the General Plan Designation of Land extensive Agriculture.
3. The project is categorically exempt from environmental review pursuant to CEQA section Section 15301, Class 1, which allows the for the operation, maintenance, licensing or minor alteration of an existing private structure involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. No physical changes are proposed for this project, the only change is the existing use of an inn and restaurant will be converted to a large residential community care facility for 32 persons. The former restaurant will be used as a dining area for patients. All special events, weddings, amplified sound will cease, and there will be no restaurant customers coming to the site. There will be a reduction in traffic during the PM Peak Hour and Midday Peak Hour because the existing inn and public restaurant will close, and patients will not have access to a motor vehicle, and will be required to remain on-site during treatment. The proposed 32-bed residential community care facility use is a less intense use than the current use of a 21-room inn and restaurant open to the public.

4. The establishment, maintenance or operation of the use for which application is made will not, under the circumstances of this particular case, be detrimental to the health, safety, peace, comfort and general welfare of persons residing or working in the neighborhood of such use, nor be detrimental or injurious to property and improvements in the neighborhood or the general welfare of the area. The particular circumstances in this case are:
 - a. A Focused Traffic Study was prepared by w-trans and dated June 24, 2013, for the proposed project. The study indicates the volume of traffic generated by the proposed project is expected to generate fewer trips than the existing use of an inn and restaurant, and the project is expected to reduce delays at the driveway from their already low levels. The Trip Generation Summary states that with the project, there will be a reduction from 11 to 6 P.M. peak hour trips and a corresponding 13 to 6 trips during the Midday peak hour. Therefore, the project is expected to generate fewer trips than the existing lodge facility during both the week day p.m. and weekend midday peak hours which will reduce delays at the driveway from their all ready low level. The study indicates that neither a left turn-lane nor a right-turn lane is warranted at the site's driveway to accommodate project-generated trips under existing conditions and for the next 25 years. Caltrans concurred with the study prepared by w-trans in correspondence dated September 4, 2013. The project meets all of the parking requirements. The residential community care facility use is quiet similar to a residential use, and there will be no special events.

BE IT FURTHER RESOLVED that the Board of Zoning Adjustments hereby grants the requested Use Permit, subject to the Conditions of Approval in Exhibit "A", attached hereto.

BE IT FURTHER RESOLVED that the Board of Zoning Adjustments designates the Secretary as the custodian of the documents and other material which constitute the record of proceedings upon which the Board's decision herein is based. These documents may be found at the office of the Sonoma County Permit and Resource Management Department, 2550 Ventura Avenue, Santa Rosa, CA 95403.

BE IT FURTHER RESOLVED that the Board of Zoning Adjustments' action shall be final on the 11th day after the date of the Resolution unless an appeal is taken.

THE FOREGOING RESOLUTION was introduced by Commissioner Lynch, who moved its adoption, seconded by Commissioner Liles, and adopted on roll call by the following vote:

Commissioner Fogg	Aye
Commissioner Montoya	Aye
Commissioner Shahhosseini	Aye
Commissioner Liles	Aye
Commissioner Lynch	Aye

Ayes: 5 Noes: 0 Absent: 0 Abstain: 0

WHEREUPON, the Chair declared the above and foregoing Resolution duly adopted; and

SO ORDERED.



Sonoma County Board of Zoning Adjustments **MINUTES**

Sonoma County Permit and Resource Management Department
2550 Ventura Avenue, Santa Rosa, CA 95403
(707) 565-1900 FAX (707) 565-1103

Date: November 21, 2013
Meeting No.: 13-011

ROLL CALL

Commissioners

Shawn Montoya
Komron Shahhosseini
Jason Liles
Tom Lynch
Dick Fogg, Chair

Staff Members

Karin Theriault
Sigrid Swedenborg
Cynthia Demidovich
Chelsea Holup, Secretary
Jennifer Barrett
David Hurst, Chief Deputy County Counsel

1:00 PM Call to order and Pledge of Allegiance

Minutes Approved: October 17, 2013 – Combined PC and BZA

Public Appearances

Items scheduled on the agenda

Commissioner Announcements/Disclosures

Public Appearances

Items scheduled on the agenda

BOARD OF ZONING ADJUSTMENTS REGULAR CALENDAR

Item No. 4 Time: 2:00 pm File: UPE12-0045
Applicant: Charles P. Litchfield Staff: Cynthia Demidovich
Env. Doc: Categorically exempt from the provisions of the California Environmental Quality Act (CEQA) per Section 15301 (Class1) because it is an existing structure with a less intense change in use.
Proposal: Request for a Use Permit for a large residential community care facility for 32 beds in existing buildings on a 36 acre parcel
Location: 16702 Highway 1, Bodega
APN: 103-020-006 Supervisorial District: 5
Zoning: LEA (Land Extensive Agriculture) 160/640 density

Cynthia Demidovich summarized the staff report, which is incorporated herein by reference.

Public Hearing Opened: 2:20

Speakers: Perry Litchfield, Applicant, summarized the history of the site. The facility provides assistance for people with chronic, pain, and addiction and is planned to attract affluent clientele. They hope to create a platform of professional individual that can form professional relationships. The project will generate a tax benefit to the community and will create jobs which will offset the loss of TOT. The site is ideal because it is flat and allowed for excellent disabled access. Currently, Sonoma County does not have a high end addiction treatment center. Pain is dehumanizing, and the demand for treatment of pain management and addiction is increasing. The facility employs 25 people, will be open 24 hrs, and no security is needed. It is very rare that clients leave the property, and when they do so they are escorted off site. Mr. Litchfield stated that most objections were about traffic, and that is why they did a traffic study.

Commissioner Lynch commented that the request was unusual, and understood the concerns expressed by neighbors. He asked if there had ever been incidents at the Bayside Inn. Mr. Litchfield replied there had not been, and the clients want privacy. They are regularly checked on and do not wander off. **Commissioner Liles** asked if some of the clients are court ordered patients, and Mr. Litchfield said they get them occasionally.

Commissioner Montoya asked if there would be marijuana or other drugs on-site, and Mr. Litchfield stated that they run an abstinence-based program, and the medication room is secure.

Commissioner Shahhosseini asked what agency regulates the facility. **Staff Demidovich** stated that they are regulated by the **California Department of Health**.

Commissioner Lynch stated remarked that there have been traffic collisions 7 accidents within a 3 mile area.

Speakers: Roy Gordon, complained that he just heard about the hearing the night before. The proposed project sits in the middle of agricultural lands, with cattle and horses on large pieces of property. The area is unprotected. While agreeing that there is a need for such facilities, Gordon expressed concern about personal security, the possible criminal backgrounds of clients, loitering, and potential for violence. Neighbors are concerned.

Shelia Head asked who would oversee the center, what type of patients it would serve, what type of treatments, where they would park, and expressed concern that the livestock would be let out by the clients.

Mark Freidman claimed that the Bayside facility is a lockdown facility with sex offenders. Sheriff services are not readily available in this area. The site flood in winter. The increase in traffic will create a bottle neck at the end of the road. The current use permit is unclear and building permits have not been finalized. There is no continuity in the plans, the site plans are illegible, and there are septic system issues. There are already three use permits that have not been vested. Friedman asked for a delay in action until the clear up the history. Things need to be clarified before they open their doors.

Jean Kolpolchok, Kopolchok and Associates, commented that there are many unaddressed issues and no action should be taken on project. The project description is inaccurate. The intensity of use needs to be clarified as to the residential and extended care time of stay, and no information was given for security measures or how emergency situations would be handled. The project setting is incorrectly described. There is a trailhead parking lot nearby, and Fire and Emergency Services and Regional Parks were not informed about the project. The project is inconsistent with the General Plan and Zoning. The project is inconsistent with LEA zoning, which should be used for ag, as described in policy AR-4(a) of the General Plan. The project is inconsistent with CEQA and will create a significant impact to the surrounding neighborhood. The project needs to be resubmitted for referral with a better project description.

Perry Litchfield, on rebuttal, responded to concern about the clientele, stated they are high end clients and will typically not have violent background. The facility conducts audits and is highly regulated. Bayside was not a lockdown facility, but clients could not come and go as they pleased without discipline. Clients are subject to discipline if they break the rules. Employees are well educated. The security is very safe. He stated that the real issue is NIMBY.

Litchfield stated that he only recently learned of the open space issue and thinks the project will have no impact on open space trails. Clients will not be allowed out and prefer to remain shielded. The facility is required to protect their clients identity and the clients have a 30 day commitment which can be extended. They are not

responsible for the historical use of the property, and staff has created conditions have been approved and finalized. Litchfield apologized for not making the distinction for the residence.

It will be a long time until the facility opens, and the state licensing review is extensive and will take at least six months to be ready. The facility will employ an Executive Director, a clinical director and a medical director. The expansion will provide more services and help to fill a need in the county. In 1996, 18 rooms were approved, but they were never built.

Commissioner Lynch asked if the licensing process will include outreach to the neighbors and whether criminal background checks are conducted for clients. **Commissioner Lynch** and **Commissioner Liles** both stated that the applicant should have met with the neighbors to address concerns before getting to the hearing.

Commissioner Fogg asked if the applicant needed BZA approval of before the state would issue a license, and the applicant said yes.

Deputy Director Barrett asked if there is any agricultural use on property and the applicant responded that there are horses on the site, and the facility may offer equine therapy. There is a vegetable garden. **Deputy Director Barrett** asked about signage, and the applicant said there will be no signs as they are trying to be discreet.

Commissioner Lynch asked the traffic consultant if there would be a reduction in traffic.

Steve Weinberger, W-Trans, stated that based on current trip rates comparing the proposed facility with an 18 room hotel, there would be a 50% reduction of traffic. The rate is based on the type of facility and number of employees, including weekends and visitor peak hours. They also looked at accidents that have occurred on Hwy 1 which are less than state average for the last five years.

Commissioner Liles asked about the comment about lack of emergency response. **Staff Cynthia Demidovich** commented that she did not feel that it was an issue because it is a much less intense use than what is currently there.

Commissioner Fogg stated that fire should have commented, since this is basically a hospital, and **Staff Demidovich** said that the ADA aspects of the project will be reviewed by the building inspector. **Commissioner Fogg** asked if the project had to be approved by the Coastal Commission and **Staff Demidovich** said it did not. **Staff Demidovich** added that the prior use permit was in fact vested. **Counsel Hurst** agreed.

Commissioner Lynch thanked neighbors for their efforts to protect the rural area, adding that there is a need for these treatment facilities in our community and we should all be a part of the solution. The loss of TOT will be balanced with the additional jobs. He supported the project.

Commissioner Liles noted the lack of communication with neighbors and said the applicant should have done more outreach. **Commissioner Shahhosseini** concurred. To run a good business you need to have a good reputation and get along with neighbors. **Commissioner Montoya**, Concurred, noting there is fear of the unknown. At the end it will be a good business for this property. **Commissioner Fogg** asked if the applicant could show the neighbors the Bayside Inn, and **Mr. Litchfield** said no because HIPPA restricts what he can disclose to the neighbors

Changes to draft conditions:

New Condition added: Designated representative. Applicant shall provide a current 24 hour phone number of the property owner, property manager, or other designated representative to all neighbors within a 300 foot radius of the subject property boundaries.

Public Hearing Closed: 3:56

Action: **Commissioner Lynch** moved to approve the project with modified conditions. Seconded by **Commissioner Liles** and passed with a 5-0 vote.
Appeal Deadline: December 2, 2013
Resolution No.: 13-020

Fogg: Aye	Montoya: Aye	Shahhosseini: Aye	Liles: Aye	Lynch: Aye
Ayes: 5	Noes: 0	Absent: 0	Abstain: 0	

Minutes adopted 2/6/14



Sonoma County Board of Zoning Adjustments **STAFF REPORT**

Sonoma County Permit and Resource Management Department

2550 Ventura Avenue, Santa Rosa, CA 95403

(707) 565-1900 FAX (707) 565-1103

FILE: UPE12-0045
DATE: November 21, 2013
TIME: 2:00 p.m.
STAFF: Cynthia Demidovich, Planner III

Appeal Period: 10 calendar days

SUMMARY

Applicant: Charles Litchfield

Owner: Bayside Bodega, LLC

Location: 16702 Highway 1, Bodega
APNs: 103-020-006 Supervisorial District No.: 5

Subject: Use Permit

PROPOSAL: Request for a Use Permit for a large residential community care facility for 32 beds in existing buildings on a 36 acre parcel.

Environmental Determination: Categorically exempt from the provisions of the California Environmental Quality Act (CEQA) per Section 15301 (Class1) because it is an existing structure with a less intense change in use.

General Plan: LEA (Land Extensive Agriculture) 160/640 density

Specific/Area Plan: Local Coastal Plan
Land Use: Agriculture

Ord. Reference: 26C-32(c)(15)

Zoning: LEA (Land Extensive Agriculture), 160 acre density/640 acre minimum, CC (Coastal Combining District), SR (Scenic Resource Combining District)

Application Complete for Processing: August 30, 2013

RECOMMENDATION: Recommend that the Board of Zoning Adjustments approval the request for a Use Permit for a large residential community care facility.

ANALYSIS

Background:

On July 23, 1981, the Board of Zoning adjustment approved a Use Permit and adopted a Negative Declaration (UP 9757) for a commercial hog farm with 30 sows, and the use ceased in 1985.

On September 12, 1985, the Board of Zoning Adjustments approved a Use Permit and a Coastal Permit (UP/CP85-9757A) for a six room inn.

On June 26, 1986, the Board of Zoning Adjustments approved a Use Permit, Coastal Permit, and adopted a Negative Declaration (UP/CP 86-248) to allow dining for up to 24 patrons, in addition to those staying at the inn.

On January 26, 1989, the Board of Zoning Adjustments approved a Use Permit, Coastal Permit, and adopted a Negative Declaration (UP/CP/ 87-282) expanding the inn to 30 rooms. Six employee housing units were also approved and the project was never completed.

On August 23, 1990, a one-year extension of time (UP/CP/ 87-282) was granted for the inn expansion to 30 rooms, however the project was never completed and the Use Permit expired.

On July 15, 1993, a Coastal Permit (CP93-276) was administratively approved to construct an attached caretaker's dwelling unit.

On October 24, 1996, the Board of Zoning Adjustments approved a Coastal Permit, a Use Permit, and adopted a Mitigated Negative Declaration (PLP96-0041) to expand the existing inn from six rooms to 30 rooms, a restaurant, and related site improvements.

On July 8, 2003, a Notice of Pending Action on a Coastal Permit and Waiver of a Public Hearing was posted for 15 days to modify the previously approved Coastal/Use Permit (PLP96-0041). The modification included removing phasing of the project over five years and to not have any specific time limit to complete the 30 room inn. No objections were received and the modification to the Coastal/Use Permit was approved on July 24, 2003.

On September 12, 2001, Building Permit number BLD00-2666 was finalized for a new 21 room inn and restaurant.

Project Description:

The proposed project is a request to convert an existing 19,000 square foot, 21 room inn, and restaurant to a 32 bed large residential community care facility on a 36.83 acre parcel. The purpose of the residential community care facility is to treat individuals with chronic pain disorders and chemical dependency, with a focus on long-term pain management and alternative pain relief. The length of stay to receive treatment is approximately six to eight weeks for each individual involved with program. The hours of operation are 24 hours a day seven days a week, with 25 full-time employees. The residents of the facility will be required to remain on-site during their treatment, will not have access to a motor vehicle, and visitation by family members will be limited. The existing restaurant will be converted to a dining room, the spa rooms will be converted to workshop/counseling rooms, and some of the patients rooms will have single occupancy and some will have double occupancy. No new buildings are proposed for construction as the applicant is proposing to use the existing structures for the residential community care facility. A Building Permit will be required for the change on occupancy from an inn to a residential community care facility.

Site Characteristics:

The 36.83 acre project site is located on the north side of Highway 1 between the Bodega Highway turn-off and the town of Valley Ford. The front portion of the project site is relatively flat and gently slopes up the hillside to rear of the site. Landscaping is extensive, including cypress trees lining the driveway and the west property line, pine trees and eucalyptus to the east and bordering Highway One. The existing inn is almost completely obscured from public view by existing vegetation, and only a portion of the residence is visible from Highway 1. The site is improved with an existing 19,200-square foot 2-room inn, restaurant, fitness room, two spa treatment rooms, swimming pool, storage building, and barn. There are approximately 38 existing parking spaces on-site. The site is accessed from Highway 1, and is served by an existing well and septic system. The project site is not located in a Williamson Act Contract

Surrounding Land Use and Zoning:

The adjacent parcels and parcels in the near vicinity are zoned LEA (Land Extensive Agriculture) or DA (Diverse Agriculture) and range in size from 100 acres to 500 acres and the primary use is agriculture. Some of the parcels to the west, south, and east are in a Williamson Act. A Bed & Breakfast inn is located approximately ½ mile west on Highway 1.

DISCUSSION OF ISSUES

Issue #1: General Plan Consistency

The General Plan land use designation of the property is Land Extensive Agriculture (LEA). General Plan Policy 2.6 for Land Extensive Agriculture allows for other uses consistent with the Agricultural Resources Element as provided in the Development Code.

Comment:

The existing inn and restaurant is recognized as a legal conforming use. The proposed project is not an expansion, intensification, as tourists will not frequent the site. The use is similar to a residential use, and the patients will have a long term stay for six to eight weeks. The project site is not subject to a Williamson Act Contract. The project will not impact agricultural uses in the surrounding area. The proposed project is consistent with the General Plan designation of Land Extensive Agriculture.

Issue #2: Local Coastal Plan Consistency

Section VII-58 of the Local Coastal Plan states:

“The Coastal Plan is consistent with the General Plan, but more specific in nature, its detailed Goals, Objectives, and Policies further define and guide the permitted development with the Coastal Zone areas.”

Comment:

The proposed project has the Coastal Land use designation of Agriculture, and the Local Coastal Plan finds this designation consistent with the General Plan Designation of Land Extensive Agriculture (LEA).

Issue #3: Coastal Zoning Consistency

The Coastal Zoning designation of the property is Land Extensive Agriculture (LEA) and Section 26C-32(c)(15) allows large residential community care facilities as a conditional use provided the land is not

subject to a Williamson Act contract. A large residential community care facility, as defined in the Coastal Zoning Ordinance, serves seven or more persons.

The proposed project is located in a (SR) Scenic Resource Combining District and is subject to the Scenic Landscape Section 26C-221-020 and Scenic Corridor Section 26C-222 of the Coastal Zoning Code.

Comment:

The proposed project is consistent with the Coastal Zoning designation of SR (Scenic Resource Combining District) as the structure is setback 200 feet from the centerline of Highway 1. No buildings are proposed to be constructed, and the existing structures are sufficiently screened from public roads with existing landscaping. The existing structures meet the current setbacks and are 10% the width of the lot for the side yard setback, and more than 20 feet from the rear yard property line. The existing structures meet the height requirement as they do not exceed 24 feet in height. The proposed project meets the lot coverage requirements as it does not exceed 85,000 square feet in coverage. The site is improved with 38 parking spaces which exceeds the parking requirement of 17 spaces.

Issue #4: Traffic

On October 24, 1996, the Board of Zoning Adjustments (BZA) approved a Coastal Permit, a Use Permit and adopted a Mitigated Negative Declaration (PLP95-0041) to expand the existing inn from six to 30 rooms, a restaurant, and related site improvements. The restaurant would serve the 30 room inn guests and also serve 24 outside guest as well. The approval included the following findings related to traffic:

“ 3.a There are no adjacent homes in the immediate area, and the use will not create significant noise or traffic impacts.

3.b With the improvements required by Caltrans, the safety of Highway One will be improved, although the quantity of traffic was not found to be significant.”

Initially, in correspondence dated September 6, 1996, from Caltrans the following conditions were required:

- a) *The project’s driveway must comply with the State’s maximum driveway width of 35 feet and a 25-foot curb return radius.*
- b) *On the northbound direction of SR 1, provide a 150-foot deceleration lane and a 75-foot acceleration lane for the project’s driveway (measured from the end of the turning radius).*
- c) *On the southbound direction of SR 1, provide an 8-foot shoulder for a distance of 150 feet on each side of the driveway (measured from the end of the turning radius).*
- d) *During the encroachment permit process, submit a drainage plan, in addition to the other materials requested below, for our review.*

Correspondence dated October 15, 1996, from Caltrans indicated that a field survey was conducted for the then proposed project and the following changes in conditions were in order:

- a) *On the northbound direction of SR 1, provide a 50-foot deceleration land and a 50-foot acceleration land for the project’s driveway (measured from the end of the turning radius).*
- b) *On the southbound direction of SR 1, provide an 8-foot shoulder for a distance of 100 feet on each side of the driveway (measured from the center of driveway).*

Correspondence dated October 17, 1996, from Caltrans confirmed that changes in the conditions reflected in the correspondence dated October 16, 1996, remained in effect and the proposed project did not warrant a left-turn lane at this time. It further stated: “traffic volume projections is only a projection. In the next ten years traffic may increase as expected; it may also decrease. To avoid unnecessary financial burden on Mr. Griffin, we have decided that the necessity for a left-turn land be reviewed when conditions change to warrant such improvements.”

Correspondence dated July 8, 2003, from Caltrans confirmed the required improvements to Highway 1 as described in their letter dated October 15, 1996, had been installed and Caltrans had no issues related to traffic.

For this proposed project (UPE12-0045) the applicant submitted a Focused Traffic Analysis, prepared by w-trans, dated June 24, 2013, to address traffic related issues expressed by the neighbors. The traffic analysis was conducted using a 36 bed facility rather the proposed 32 bed facility for the purpose of a conservative trip generation. The analysis did not use the average daily trip generation because it did not reflect the worst case scenario related to traffic congestion at the site. Instead, the PM Peak Hour and Midday Peak Hour was used in the Trip Generation Summary because it reflects the most congested time on Highway 1. The Trip Generation Summary states that with the project, there will be a reduction from 11 to 6 P.M. peak hour trips and a corresponding 13 to 6 trips during the Midday peak hour. Therefore, the project is expected to generate fewer trips than the existing lodge facility during both the week day p.m. and weekend midday peak hours which will reduce delays at the driveway from their all ready low level. The analysis also concluded that neither a left turn-lane nor a right-turn lane is warranted at the site’s driveway to accommodate project-generated trips under existing conditions, and for the next 25 years. Staff received correspondence from Caltrans dated September 4, 2013, in which Caltrans concurred with the conclusion of the Focused Traffic Analysis, prepared by w-trans, dated June 24, 2013.

The proposed project will result in a reduction in traffic since the residents will not have access to a motor vehicle, and be required to remain on-site for six to eight weeks during treatment. In addition, there will be no traffic generated by the 84 restaurant customers and special events. Most of the traffic will be generated by the 25 employees, and it is estimated that 15 employees will be on-site at one time. The nearest single family dwelling is located approximately 1,400 feet to the east. The proposed project will not create any new impact related to traffic issues; it will actually reduce traffic impacts compared to the existing lodge.

Issue #4: Environmental Review

Staff is recommending the use of a Categorical Exemption for the proposed project. Section 15301, Class 1, allows the exemption for the operation, maintenance, licensing or minor alteration of an existing private structure involving negligible or no expansion of use beyond that existing at the time of the lead agency’s determination.

No physical changes are proposed for this project, the only change is the existing use of an inn and restaurant will be converted to a large residential community care facility for 32 persons. All special events, weddings, amplified sound will cease, and there will be no restaurant customers coming to the site. No new buildings are proposed to be constructed. There will be a reduction in traffic during the PM Peak Hour and Midday Peak Hour from 11 trips to 6 (5 trip reduction) and 13 to 6 (7trip reduction) repectively. The proposed use is less intense than the existing inn and restaurant.

STAFF RECOMMENDATION

Staff recommends that the Board of Zoning Adjustments approve the request for a 32 bed large residential community care facility after making the following findings and subject to all conditions of the Use Permit.

FINDINGS FOR RECOMMENDED ACTION

1. The project is consistent with the General Plan Land use designation of Land Extensive Agriculture, and General Plan Policy 2.6. The proposed project is not an expansion, tourists will not frequent the site, and the patients will have a long term stay for six to eight weeks. The project will not impact agricultural uses in the surrounding area.
2. The proposed project is consistent with the Coastal Land use designation of Agriculture, and the Local Coastal Plan finds this designation consistent with the General Plan Designation of Land extensive Agriculture.
3. The project is categorically exempt from environmental review pursuant to CEQA section Section 15301, Class 1, which allows the for the operation, maintenance, licensing or minor alteration of an existing private structure involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. No physical changes are proposed for this project, the only change is the existing use of an inn and restaurant will be converted to a large residential community care facility for 32 persons. The former restaurant will be used as a dining area for patients. All special events, weddings, amplified sound will cease, and there will be no restaurant customers coming to the site. There will be a reduction in traffic during the PM Peak Hour and Midday Peak Hour because the existing inn and public restaurant will close, and patients will not have access to a motor vehicle, and will be required to remain on-site during treatment. The proposed 32-bed residential community care facility use is a less intense use than the current use of a 21-room inn and restaurant open to the public.
4. The establishment, maintenance or operation of the use for which application is made will not, under the circumstances of this particular case, be detrimental to the health, safety, peace, comfort and general welfare of persons residing or working in the neighborhood of such use, nor be detrimental or injurious to property and improvements in the neighborhood or the general welfare of the area. The particular circumstances in this case are:
 - a. A Focused Traffic Study was prepared by w-trans and dated June 24, 2013, for the proposed project. The study indicates the volume of traffic generated by the proposed project is expected to generate fewer trips than the existing use of an inn and restaurant, and the project is expected to reduce delays at the driveway from their already low levels. The Trip Generation Summary states that with the project, there will be a reduction from 11 to 6 P.M. peak hour trips and a corresponding 13 to 6 trips during the Midday peak hour. Therefore, the project is expected to generate fewer trips than the existing lodge facility during both the week day p.m. and weekend midday peak hours which will reduce delays at the driveway from their all ready low level. The study indicates that neither a left turn-lane nor a right-turn lane is warranted at the site's driveway to accommodate project-generated trips under existing conditions and for the next 25 years. Caltrans concurred with the study prepared by w-trans in correspondence dated September 4, 2013. The project meets all of the parking requirements. The residential community care facility use is quiet similar to a residential use, and there will be no special events.

LIST OF ATTACHMENTS

- EXHIBIT A: Draft Conditions of Approval
- EXHIBIT B: Proposal Statement
- EXHIBIT C: Vicinity Map
- EXHIBIT D: General Plan Land Use Map
- EXHIBIT E: Zoning Map
- EXHIBIT F: Coastal Land Use Map
- EXHIBIT G: Site Plan
- EXHIBIT H: Floor Plan

EXHIBIT I: Focused Traffic Analysis, prepared by w-trans, dated June 24, 2013
EXHIBIT J: Correspondence from Caltrans dated September 6, 1996
EXHIBIT K: Correspondence from Caltrans dated October 15, 1996
EXHIBIT L: Correspondence from Caltrans dated October 17, 1996
EXHIBIT M: Correspondence from Caltrans dated July 8, 2003
EXHIBIT N: Correspondence from Caltrans dated September 4, 2013
EXHIBIT O: Letters of Opposition (3)
EXHIBIT P: Draft Resolution

Separate Attachment for Commissioners: Full size maps

Sonoma County Board of Zoning Adjustments
STAFF REPORT

Sonoma County Permit and Resource Management Department
2550 Ventura Avenue, Santa Rosa, CA 95403
(707) 527-1900 FAX (707) 527-1103

FILE: PLP 96-0041
DATE: October 24, 1996
TIME: 1:05 p.m.
STAFF: Kathi Jacobs Appeal Period: 10 working days

SUMMARY

Applicant: Jean Kapolchok & Assoc.
Owner: Cyrus & Susan Griffin
Location: 16702 Highway One, Bodega
APN 103-020-006 Supervisory District No. 5
Subject: Coastal/Use Permit
PROPOSAL: Request to expand an existing inn from 6 rooms to 30 rooms and 6 employee units, in 3 phases, with related site improvements.
Environmental Determination: Negative Declaration
General Plan: LEA (Land Extensive Agriculture), 160 acre density
Specific/Area Plan: Coastal Plan
Land Use: Agriculture
Ord. Reference: 26C-472.1
Zoning: AP (Primary Agriculture), CC (Coastal Combining), B6 160 acre density/640 acre minimum
RECOMMENDATION: Adopt the Negative Declaration and approve the coastal/use permit subject to conditions in Exhibit A.

ANALYSIS

Background:

- 1981 A use permit for 30 sow hog farm approved, but was discontinued by 1985.
- 1985 A use permit was approved for a 6 room inn.
- 1986 The use permit was amended to allow dining for up to 24 patrons, beyond those staying at the inn.
- 1989 A new use permit was approved, expanding the inn to 30 rooms, which was the maximum allowed by the amended Coastal Zoning Ordinance. Six employee housing units were also approved.

1989 The General Plan was adopted, including a special policy LU-10p for the Coastal Planning area allowing the expansion for this specific parcel.

1990 An extension of time was granted, but the project was never completed and the property was sold.

1993 The caretaker's dwelling was expanded with a coastal permit.

Project Description

The present proposal is to again obtain approval for an expansion to 30 rooms, phased over 5 years:

Phase 1: Conversion of the existing garage/storage buildings into ⁶ new guest rooms. Additional parking may be developed, but no new structures added.

Phase 2: Six ^{done} additional rooms and 3 employee units would be added, and a spa facility, to be completed in 1999.

Phase 3: ¹² ~~Nine~~ guest rooms and 3 additional employee units will complete the project by 2001. Dining would be limited to overnight guests.

Dining for outside guests will remain until buildout of the inn, at such time it will have to be discontinued, due to the limitation of the zoning ordinance. The existing use permit allows restaurant service to 24 outside guests, although the maximum number of patrons plus guest rooms cannot exceed 30. The proposal is essentially the same as previously approved, although originally one large 24 unit building was proposed. The current request will utilize 2 existing buildings, and new construction will be minimized. The area to be developed is fairly level and already developed with the ranch buildings.

No elevations have been submitted, but the structures will likely be 1- and 2-story to match the existing home, and Design Review will be required for each phase of construction to ensure compatibility of design with the existing inn and the setting.

Site Characteristics:

The 36 acre parcel is located on the north side of Highway One between the Bodega Highway turn-off and the town of Valley Ford. Beyond the building area, the property slopes gently up the hillside to the north and south. Landscaping is extensive, including cypress trees lining the driveway and the west property line, pine trees and eucalyptus to the east and bordering Highway One. The existing inn is almost completely obscured from view by the vegetation, and only a portion of the residence is visible.

Approximately 22 guest parking spaces already exist, and additional parking will be developed with the last phase, also adding employee parking adjacent to the employee units. A total of 30 spaces was determined to be adequate with the previous permit, but this will be reviewed again with Design Review.

Surrounding Land Use and Zoning:

Surrounding use is strictly agricultural, with large parcels in the range of 100 to 500 acres in size. Lands to the west and south are in Agricultural Preserves. A Bed & Breakfast inn is located approximately 1/2 mile west on Highway One in the same zoning district.

DISCUSSION OF ISSUES

Issue #1: Coastal Plan Consistency

The property is within the Agricultural land use category of the Coastal Plan, the purpose of which is principally to support agriculture and related activities. The Coastal Plan was amended in 1986 to allow guest ranches, country inns, and bed and breakfast establishments with a use permit. However, the number of overnight rooms plus the number of outside dining patrons cannot exceed 30, outside dining is by reservation only and limited to 1 meal per day, with no signage advertising the dining (Section 26C-472.1(e)). Conditions are included to insure that these criteria are met, and signage shall be subject to Design Review approval.

Issue #2: General Plan Consistency

When the General Plan was adopted in 1989, this and most other agricultural properties were designated LEA (Land Extensive Agriculture), to reflect the extensive nature of the farming in the Coastal area. The LEA land use does not allow guest ranches, but is limited to 5-room bed & breakfast inns and campgrounds. During the General Plan hearings, a special policy was adopted for this property due to the fact that a 30 room inn had already been approved; this is stated as follows:

LU-10p: Consistent with policy AR-6b (Agricultural Resources element) (APN 103-020-060) will be recognized as a conforming restaurant and lodging facility with a maximum of 30 rooms. Any such uses must support the sale and promotion of Sonoma County agricultural products and not adversely affect adjacent agricultural or resource areas.

In the Agricultural Resources element, policy AR-6a states that visitor serving uses should be limited in the LEA and DA categories to bed and breakfast inns and 30 site campgrounds. However, AR-6b modifies that by recognizing existing restaurants or lodging facilities and those which were approved during adoption of the General Plan. The subject permit is one in this category, and policy LU-10p further allows the project up to 30 rooms. The proposal is almost identical to that approved in 1989 and is, therefore, consistent with the special policy. To insure that the use does not adversely affect adjacent agricultural areas, staff recommends that a covenant acknowledging the "Right to Farm" be recorded, or alternatively that an agricultural easement be established on the remainder of the property.

To demonstrate that Sonoma County agricultural products are promoted, the applicant has submitted a list of food items served in the restaurant, as well as a menu including some local products.

Issue #3: Visual Impact

The inn is barely visible from southbound travelers because of the hillside and vegetation screening it. From the south, northbound travelers have some view of the existing building due to the topography and the fact that a portion of the building is two story. The new structures will be behind the existing buildings, approximately 400-500 feet from Highway One, and be screened by the trees. The visual impact will be minimal. Full Design Review is required for development of the site to review buildings, materials, landscaping, parking, and signage.

Issue #4: Compatibility/Traffic

The property is surrounded by large agricultural parcels and is sparsely populated. The closest home is approximately 1,000 feet south of the subject parcel, and there should be no noise or traffic impacts affecting anyone in the area. Due to the speed of Highway One and the location of the property, a traffic study was requested by Caltrans to assess traffic volumes and safety issues. It was completed, and improvements to be required include a standard driveway intersection with proper drainage, and installation of an acceleration and deceleration lane with wider shoulders. The conditions include the standard requirement for an encroachment

permit, which will require improvements as stated in their referral. With the improvements required, safety will be improved, and the project compatible with surrounding uses.

STAFF RECOMMENDATION

Staff recommends adoption of the Negative Declaration and approval of the coastal/use permit, subject to conditions in Exhibit "A". The following findings are recommended:

FINDINGS FOR RECOMMENDED ACTION

1. Based upon the information contained in the Initial Study included in the project file, it has been determined that there will be no significant environmental effect resulting from this project, provided that mitigation measures are incorporated into the project. The Negative Declaration has been completed in compliance with CEQA State and County guidelines and the information contained therein has been reviewed and considered.
2. As a result of the Initial Study, this project involves no potential for adverse effect, either individually or cumulatively on wildlife resources.
3. The establishment, maintenance or operation of the use for which application is made will not, under the circumstances of this particular case, be detrimental to the health, safety, peace, comfort and general welfare of persons residing or working in the neighborhood of such use, nor be detrimental or injurious to property and improvements in the neighborhood or the general welfare of the area. The particular circumstances in this case are:
 - a. There are no adjacent homes in the immediate area, and the use will not create significant noise or traffic impacts.
 - b. With the improvements required by Caltrans, the safety of Highway One will be improved, although the quantity of traffic was not found to be significant.
4. The use will be consistent with the Coastal Plan based on the compatible uses adopted with the zoning ordinance, and the design will be compatible with the existing development.
5. The use is consistent with the General Plan Planning area policy LU-10p, allowing an inn in the LEA land use designation specifically for this property.
6. The use will promote local agriculture through the advertising and restaurant and will not adversely impact agriculture by establishing a protective covenant or agricultural easement on the property.

LIST OF ATTACHMENTS

- EXHIBIT A: Conditions of Approval
EXHIBIT B: Location Map
EXHIBIT C: Site Plan (2)
EXHIBIT D: Proposal Statement
EXHIBIT E: General Plan Policies AR-6a & 6b
EXHIBIT F: Menu Page
EXHIBIT G: List of Local Products
EXHIBIT H: Example of Right to Farm declaration
EXHIBIT I: Draft Resolution

Resolution Number 96-0041

County of Sonoma
Santa Rosa, California

October 24, 1996
PLP 96-0041 Kathi Jacobs

*Planning
conditions
checked
on this*

RESOLUTION OF THE BOARD OF ZONING ADJUSTMENTS, COUNTY OF SONOMA, STATE OF CALIFORNIA, ADOPTING A NEGATIVE DECLARATION AND GRANTING A COASTAL/USE PERMIT TO CYRUS & SUSAN GRIFFIN.

WHEREAS, the applicant, Cyrus & Susan Griffin, filed a coastal/use permit application with the Sonoma County Permit and Resource Management Department to expand an existing inn from 6 rooms to 30 rooms, with related site improvements located at 16702 Highway One, Bodega; APN 103-020-006; Zoned AP (Primary Agriculture), CC (Coastal Combining), B6 160 acre density/640 acre minimum; Supervisorial District No 5; and

WHEREAS, a Negative Declaration was prepared and posted for the proposed project in accordance with the appropriate law and guidelines; and

WHEREAS, in accordance with the provisions of law, the Board of Zoning Adjustments held a public hearing on October 24, 1996, at which time all interested persons were given an opportunity to be heard; and

WHEREAS, said Board does make the following findings:

1. Based upon the information contained in the Initial Study included in the project file, it has been determined that there will be no significant environmental effect resulting from this project, provided that mitigation measures are incorporated into the project. The Negative Declaration has been completed in compliance with CEQA State and County guidelines and the information contained therein has been reviewed and considered.
2. As a result of the Initial Study, this project involves no potential for adverse effect, either individually or cumulatively on wildlife resources.
3. The establishment, maintenance or operation of the use for which application is made will not, under the circumstances of this particular case, be detrimental to the health, safety, peace, comfort and general welfare of persons residing or working in the neighborhood of such use, nor be detrimental or injurious to property and improvements in the neighborhood or the general welfare of the area. The particular circumstances in this case are:
 - a. There are no adjacent homes in the immediate area, and the use will not create significant noise or traffic impacts.
 - b. With the improvements required by Caltrans, the safety of Highway One will be improved, although the quantity of traffic was not found to be significant.
4. The use will be consistent with the Coastal Plan based on the compatible uses adopted with the zoning ordinance, and the design will compatible with the existing development.
5. The use is consistent with the General Plan Planning area policy LU-10p, allowing an inn in the LEA land use designation specifically for this property.
6. The use will promote local agriculture through the advertising and restaurant and will not adversely impact agriculture by establishing a protective covenant on the property.

NOW THEREFORE BE IT RESOLVED that the Sonoma County Board of Zoning Adjustments hereby adopts the Negative Declaration and mitigation monitoring program set forth in the conditions of approval. The Board certifies that the negative declaration has been completed, reviewed, and considered, together with comments

Resolution # 96-063

October 24, 1996

Page 2

received during the public review process, in compliance with CEQA and State and County CEQA Guidelines, and finds that the negative declaration reflects the independent judgment of the Board.

BE IT FURTHER RESOLVED that the Board of Zoning Adjustments hereby grants the coastal/use permit requested subject to the attached conditions in Exhibit "A".

BE IT FURTHER RESOLVED that the Board of Zoning Adjustments designates the Secretary as the custodian of the documents upon which the decision herein is based. These documents may be found at the Permit and Resource Management Department, 2550 Ventura Avenue, Santa Rosa, California 95403.

BE IT FURTHER RESOLVED that the Sonoma County Board of Zoning Adjustments' action shall be final on the 13th day after the date of the resolution unless an appeal is taken.

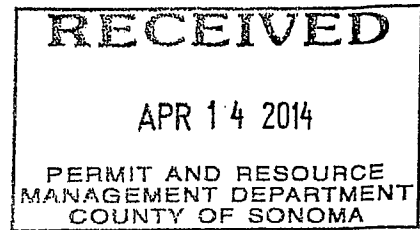
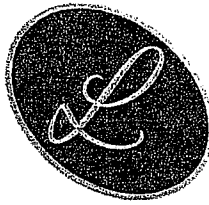
THE FOREGOING RESOLUTION was introduced by Commissioner Kaiser, who moved its adoption, seconded by Commissioner Marquardt, and adopted on roll call by the following vote:

Commissioner Marquardt	Aye
Commissioner Sponamore	Aye
Commissioner Alberigi	Aye
Commissioner Kaiser	Aye
Commissioner Stephens	Aye

Ayes: 5 Noes: 0 Absent: 0 Abstain: 0

WHEREUPON, the Chairman declared the above and foregoing resolution duly adopted; and

SO ORDERED.



Litchfield Law Group

April 10, 2014

Cynthia Demidovich
Sonoma County Permit and Resource Management Department
2550 Ventura Ave.
Santa Rosa, CA 95403

Re: Appeal of Conditional Use Permit Approval, Application UPE-12-0045

Dear Cynthia,

I would like to formally address the concerns of the neighbor that filed an appeal after the Conditional Use Permit was approved at the Public Hearing some time ago. I will address each of the appellant's six reasons for appeal point-by-point and hopefully this response will alleviate those concerns. I believe our application has satisfied all requirements, our proposed use falls well within the local zoning ordinances, and the Board of Zoning Authority was absolutely right when it unanimously approved the Conditional Use Permit.

Nevertheless, we are committed to addressing all neighborhood concerns, and I hope this letter helps in that regard. I'm certain that once the facility is operational, the neighborhood will appreciate how self-contained and minimally invasive the operation will be. Compared to the current hotel operation, I think they will eventually agree that our proposed use is less intense, less noisy, and all-together better for the neighborhood.

1. Sufficiency of the Project Description

The project description is more than sufficient to describe the proposed use as a residential treatment facility, and any effects the neighbors were concerned about were

addressed at the public hearing on this application. All evidence points to a reduction of the site's impact on the local environment with the proposed change in use, and the appellant has failed to cite a single plausible negative environmental impact that would result from the operation of the proposed facility.

2. Sufficiency of Security

Appellant also recites the concerns about security that were brought up and addressed during the public hearing. There will be 24-hour staff 365 days a year, including a night watch that will perform periodic "bed checks" throughout the night. During the day, the residents are constantly supervised and accounted for by the facility staff. Obviously alcohol will not be served on site. Many of the residents have mobility issues due to their chronic pain issues, and even reaching a neighboring lot would be difficult for many of them. In all of these regards, the facility presents a much safer operation than the current use as a hotel.

The applicant understands that residents with chemical dependency issues carry a negative stigma, however, the stereotypes being played upon by the appellant are completely unjustified here. This is not a prison early release program; this is not a halfway house; and this certainly isn't a place for violent drug addicts. The proposed facility is a safe place for well-off individuals to address their issues with pain and addiction. This model of care is highly involved—residents attend group and individual sessions and other activities practically the entire day—the residents are not simply left to their own devices for any extended period. Residents that break the rules are sent home. Anyone who could pose a security threat to the neighborhood is almost certainly screened

out prior to admission and if they exhibit any threatening tendencies after arrival, they are immediately removed.

Appellant objects to this reasoning because it cannot be made a part of the project condition, but the fact of the matter is that no condition is necessary because the proposed use presents no greater risk to the neighborhood than the current hotel. If anything, the proposed facility is safer because there are more staff present to address issues with guests and there are screening procedures to ensure that only well-adjusted people are allowed to stay at the facility.

3. The Proposed Change of Use Does Not Require a Coastal Permit

The proposed change of use does not involve "development" as defined by either the Coastal Zoning Ordinance (Sonoma County Code §26C-12) or §30106 of the Public Resources Code. The definition of development includes, in pertinent part, the placement or erection of any solid structure, grading, removing, dredging, mining or extraction of any materials, and change in the density or intensity of land use (including construction, reconstruction, or alteration of the size of any structure). Sonoma County Code §26C-12.

The proposed change of use will not increase the density or intensity of land use on the subject property. Conversion of the inn to a residential care facility does not require a dramatic reconstruction of the property. The rooms will continue to house guests, and rooms in the 3,400 square foot on-site manager's house will be repurposed to serve as offices for the facility staff. Nothing about this change requires construction or reconstruction, and the conversion does not involve the alteration in size of any structure. Furniture will be replaced and rooms will be repurposed, but nothing in the applicant's plan for conversion could be described as "development" under the Code.

To clarify, there has been no re-grading on the site since the applicant purchased the property nor will there be any grading as part of the conversion. The applicant's comments may have been misconstrued at the public hearing—the owner did not pave raw land in the parking area—an asphalt overlay was applied to the existing pavement in the parking lot and the area was restriped after this was completed. This is routine asphalt maintenance and does not require a permit. Additional parking spaces were added for a total of 38 spaces because the lot was restriped more efficiently to maximize available parking, not because additional land was paved over.

The Coastal Zoning Ordinance specifically permits large residential community care facilities on Land Extensive Agriculture lots such as the subject property. Sonoma County Code §26C-32. As noted in the Staff Report, the proposed project is entirely consistent with the Coastal Zoning designation of SR (Scenic Resource Combining District). Given there is no "development" proposed on the site, a Coastal Permit application is not required.

4. There Will Be Little or No Impact on Local Emergency Services

The proposed facility's potential effects and demands on emergency services were adequately analyzed as part of the initial study checklist. There is no substantial need for additional emergency services as part of the proposed use. The Sonoma County Planning Department sent out questionnaires on our behalf to the appropriate departments and regulatory agencies in the area to assess the overall impact of the new facility, but did not receive any response—an implicit acceptance of the proposed use. The project will not result in substantial adverse impacts, and acceptable service ratios, response times, and other performance objectives will remain intact.

The overall population capacity at the site will not change under the proposed use, and although some medical services such as prescription drug dispensing are provided on-site, the population of our proposed facility is not more susceptible to needing emergency services than the general population. Moreover, at least one registered nurse will usually be on site at any given time, and the facility's doctor will generally be on call. Minor medical issues will be easily handled by our own medical personnel, and the need for emergency ambulance service should be no greater than the present need generated by the hotel. Also, because there is no increase in population, there is no need for additional fire or police personnel to handle the proposed use.

Even if there were increased emergency needs from the new facility, such impact would be less than significant. Moreover, additionally emergency services are not an impact that requires a project proponent to mitigate; they are the responsibility of the local government. Cal. Const., art. XIII, § 35(a)(2). Either way, the analysis of this issue is relevant to Environmental Review under CEQA, and since this project has a Class 1 Exemption from CEQA, the issue is irrelevant to the approval of the Conditional Use Permit.

5. Consistency with the General Plan

The subject land is designated as land extensive agriculture (LEA), which is the most flexible of the three agricultural designations. In addition to agricultural uses, the General Plan permits, among others, residential uses and "*other uses consistent with the Agricultural Resources Element.*" GP 2020, Pg. LU-52. The purpose of the Agricultural Resources Element is "to establish policies to insure the stability and productivity of the County's agricultural lands and industries." There is nothing about the proposed use of a residential treatment facility that threatens the stability and productivity of the County's

agricultural lands, and the proposed use is certainly consistent with the Agricultural Resources Element.

One of the primary aims of the Agricultural Resources Element is to stabilize the urban fringe—where residential neighborhoods give way to agricultural land—and prevent encroachment by development and urban boundaries. Almost half of the Agricultural Resources Element's states goals are directed at this issue alone. The subject property in this application is several miles from the urban fringe, and there is no risk that further non-agricultural uses will spring up on adjacent lots.

The subject property is in an extensive agricultural area, where the Agricultural Resources Element even acknowledges that "conflicts between visitors and agricultural practices are less severe due to the greater amount of land available to separate the activities." Pg. AR-11. The guidelines provide that visitor-serving uses should be permitted if they "do not adversely affect the agricultural production activities of the area." Objective AR-6.2. Although the visitors to the proposed treatment facility are not as temporary as the current hotel guests, they still stay only about 6-8 weeks, so they are visitors to the area, which are acknowledged as vital to the agriculture industry by the Agricultural Resources Element.

Furthermore, the Agricultural Resources Element explicitly states that the County must recognize existing lodging facilities that were approved prior to the adoption of the Plan but "limit their expansion or intensification." Policy AR-6b. The present use as a lodging facility existed prior to the adoption of the Agricultural Resources Element and the County must recognize the validity of such a facility. Because the proposed use is not an expansion or intensification of the present use, it would be inconsistent with the

Agricultural Resources Element to deny the proposed use based on a lack of agricultural use.

On a final note, as discussed in the public hearing on this application, there are several agricultural components to the proposed use. Horses will be kept on the property, which is an important agricultural use recognized by the Agricultural Resources Element. Moreover, the facility will maintain a vegetable garden, the produce of which will be used in meals prepared on-site, and the chefs will make efforts to use other locally sourced food products and identify them as such, which satisfies another important goal of the Agricultural Resources Element. Page AR-2. Even though the proposed use must be *consistent* with local agricultural uses, the use does not *have* to be agricultural under the General Plan. Nevertheless, the inclusion of agricultural uses as part of the proposed use shows the applicant's commitment to preserving the agricultural integrity of the local area.

Contrary to the appellant's arguments, there is no requirement that agriculture be the "major" use on the site to be consistent with the General Plan. The General Plan explicitly provides for "other uses" on LEA land such as the subject property, and some of the approved uses may not be agricultural at all, as long as they are consistent with and do not threaten local agriculture. As such, the proposed residential treatment center is consistent with the General Plan and should be approved.

6. CEQA Class 1 Exemption

Certain projects are exempted from CEQA review, provided such categorical exemptions are not used for projects where it can be readily perceived that such projects may have a significant effect on the environment. A Class 1 exemption applies to activities involving "the operation, repair, maintenance or minor alteration of existing public or

private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that previously existing.”

Even construed narrowly, it is clear that the categorical exemption for an existing facility applies in this case. There is no proposed new construction as part of the project, even though interior or exterior alterations and additions to existing structures are explicitly permitted by CEQA Section 15301. Special events, weddings, and amplified sound permitted under the current use will cease, and the traffic study shows that there will be a reduction in overall trips to the site. Unlike guests at the current hotel, residents of the facility will not have their vehicles parked on-site, and they will not have driving privileges. The reduction in hotel guest traffic is far greater than the anticipated increase in employee traffic from the proposed use.

When evaluating an existing facility exemption from CEQA, “[t]he key consideration is whether the project involves negligible or no expansion of an existing use.” CEQA Section 15301. Even if there would be a negligible increase in the intensity of use, the project could still be exempted from CEQA, but the intensity of the proposed use does not even rise to that level. The proposed use is *less intense* than the present use as a hotel.

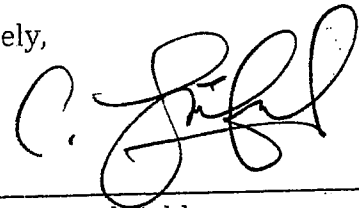
Applicants have provided all possible information and estimates related to the intensity of the proposed use, and all indicators affirm that there will be little to no impact on the neighborhood and the use, if anything, will be less intense. The appellant’s claim that there is insufficient information to support the granting of a Class 1 Exemption is wholly inadequate. The proposed use is practically the definition of a Class 1 Exemption, and there is no credible argument against this.

Conclusion

It is unfortunate that the meritless appeal lodged by one intransigent neighbor only serves to further delay a project that will bring so much to the local community. Not only will the facility bring high-quality and high-paying jobs to the local area, but it will serve an important and growing need for residential care for sufferers of chronic pain and addiction. The proposed Sonoma Coast Recovery Center has properly met all the conditions for the issuance of the Conditional Use Permit, and we look forward to making our case before the Supervisors to affirm the unanimous decision of the BZA.

Should you have any questions, comments, or concerns, please do not hesitate to contact me.

Sincerely,



Charles P. Litchfield,
for Applicant Bayside Bodega, LLC

Sonoma Coast Recovery Center

Agricultural Component

Equine

The current use of the subject property as a hotel no longer accommodates the boarding of horses on the property. We believe horses can play a valuable and therapeutic role in the recovery of the population we aim to assist. Equine therapy is known to promote emotional growth, build self-confidence, establish boundaries, and help people gain perspective. These are all excellent compliments to the traditional recovery process, and horses will play a key role in the treatment regimen for all residents who are able to participate. Thus, we plan on bringing horses back to the subject property as part of our proposed use.

I've attached an e-mail dated December 20, 2013, from Bad Boy Cowboys (BBC), a local operator of a horse tour business, showing their excitement over the opportunity to bring horses back to the property. Our plan would likely involve contracting with BBC or a similar company, who are familiar with boarding and caring for horses. We plan to keep at least 10, but possibly as many as 20 horses on the property full-time. The attached site plan details where the current pen and horse yard is established. We would utilize the existing structures to board and train horses. In addition to the horses, we plan on keeping 6 cows on the property as well.

In addition to equine therapy sessions, the horses would be used to graze the grass on the surrounding hills and to provide horseback rides for residents on the surrounding trails. There are several miles of trails woven into the hillsides that surround the subject property. We would also utilize the 20-acre adjacent lot that we own to provide even more trails for our residents. Due to the confidentiality concerns surrounding the identity of our residents, we do not currently have plans to take the riders off-property. During each ride, the residents would be accompanied by a horse trainer and one or more staff counselors. The horse pen would remain locked and residents would have no access to the horses outside of scheduled sessions.

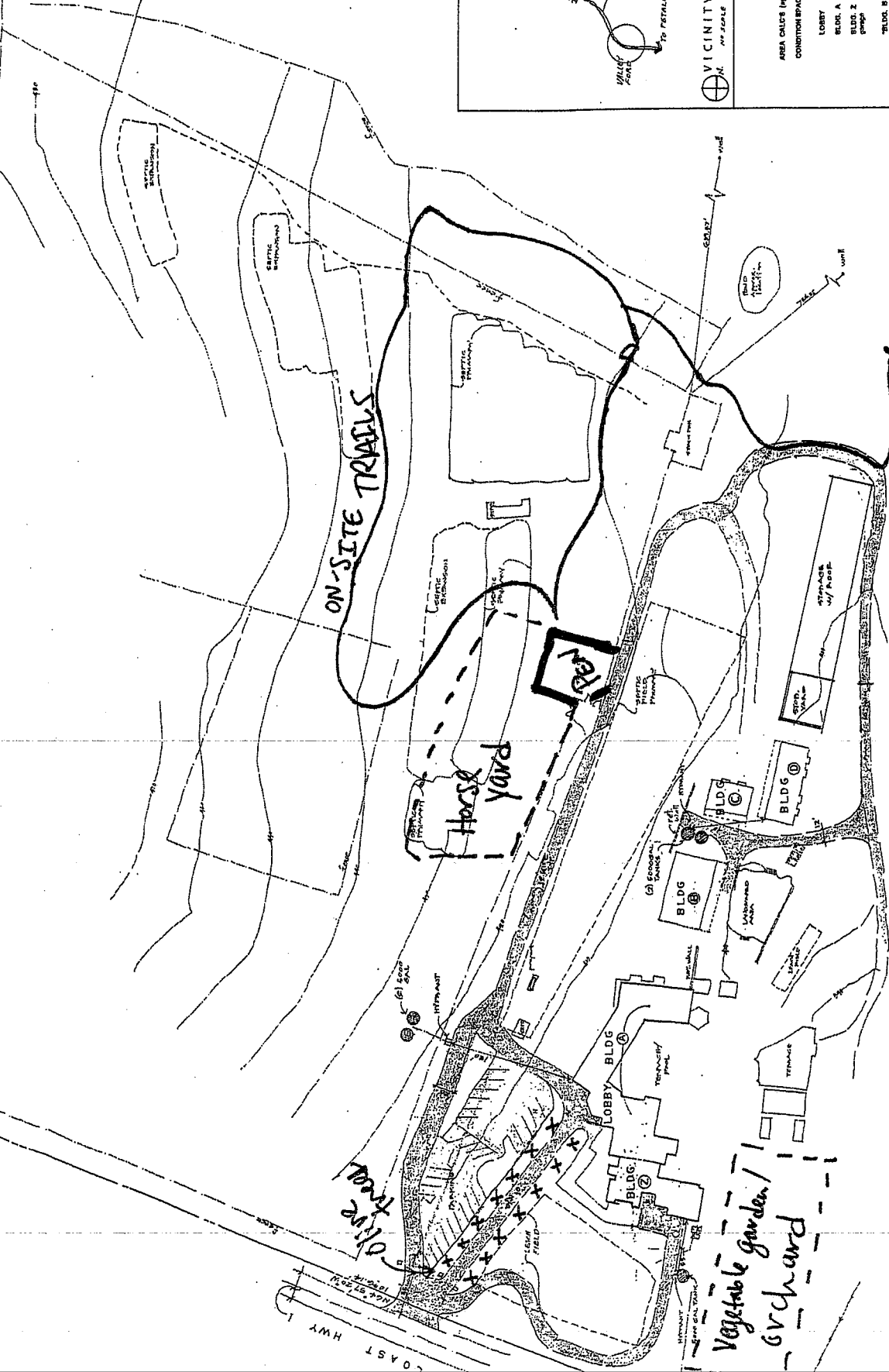
Of the 60 combined acres available between our two lots, the substantial majority of it is suitable for the grazing and riding of horses, and we plan to utilize this land for the support of this complimentary use.

Farming

In the south-west corner of the subject property, there is approximately an acre of land that will be dedicated to an orchard and vegetable garden. There are already several mature, fruit-producing trees in this area, and we intend to add an extensive vegetable garden to the plot. In addition to this plot, there are 24 olive trees on the property that will soon be producing, and we plan to have the olives picked and pressed into olive oil. Almost all of the produce generated from the property will be used on site to feed to residents. We will promote it as locally grown Sonoma produce to the residents, many of whom will be visiting from other areas. The staff will be able to take home any additional produce that we cannot use on site.

SCRC Horse Plan

1720.45'
N 77° 41' 42" E



To trails
on adjacent lot

S I T E P L A N 1" = 50'

VICINITY MAP
N 1" = 500'

The vicinity map shows the project location relative to Burgess Bay, Petalawa, and Seamount. It includes a north arrow and a scale of 1" = 500'.

AREA (See legend)	CONDITION (SPACE)	SQ. FT.
LOBBY		100
BLDG. A		4278
BLDG. 2	group	4700 (600)
BLDG. 5		2400
BLDG. C		380
BLDG. D		2000
"CONF."		1100

* (not used in this project)

Sonoma Coast
Villa and Spa



Valley Ford Cutoff



Charlie Litchfield <charlit@gmail.com>

Fwd: FW: Bad Boy Cowboys termination October 31, 2013

BBCB <info@badboycowboys.com>
To: perry@sprintmail.com
Cc: charles@litchfieldlawgroup.com

Fri, Dec 20, 2013 at 11:13 AM

Hello Perry -

Happy holidays! Wishing you and your family a very merry holiday season.

David and I have been praying that your use permit would be approved to change the Villa from a hotel to a rehabilitation venue as this would be a tremendous asset to our community not to mention the individuals that would greatly benefit from such a program.

Per our conversation back in October, we wanted to let you know that David and I are still hopeful for our return back to the Villa property provided that you were able to attain your Use Permit through the County. Our company has been growing in many facets within the equine world and we are excited about what 2014 will bring our way. We are set to launch another segment of our business come January 2014, which is our horse-drawn carriages for weddings and events - website soon to come (www.WineCountryWeddingCarriages.com). And have made great strides this year in obtaining a Use Permit to provide horseback rides at Doran Beach and Bird Walk Parks. We are very excited to grow our business and look forward to the possibility of returning back to the Villa property and explore more opportunities that will benefit us both.

Please feel free to reach out to us should you need our assistance in the transition or have questions.

Happy Holidays!
David and Julie Vasquez
www.BadBoyCowboys.com
(707) 971-9660 Julie
(707) 339-1376 David

Cynthia Demidovich

From: Mark Friedman [nowgolden@gmail.com]
Sent: August 12, 2014 3:33 PM
To: Cynthia Demidovich; Mark Friedman
Subject: Charles Litchfield for Bayside Bodega, LLC, Owner UPE12-0045

Dear Ms. Demidovich,

As you know, I was involved with this project before I retired, and I want to temporarily come out of retirement to make sure my comments/concerns are on the record and that this project, if allowed to move forward has the following issues specifically outlined/required and followed up on within one year of the issuance of the Use Permit #UPE12-0045:

1. The complete site has an "As-Builts" of the existing septic systems, both the installed systems with benefit of permits and FINALS, as well as the septic improvements completed without benefit of permits, and/or inspections.

2. The above septic system reflected on the "As Builts" must be "legalized."

Based upon my many years of experience with septic issues and "legalizing" septic improvements without benefit of permits and/or inspections can take well over a year. My lengthy experience with septic review/plan preparation, engineering, and FINALLY the necessary approvals by PRMD can take well over two years. I might remind you that we are coming out of, or maybe continuing a return of no rain this winter which will further exasperate any efforts to legally "legalize" septic improvements without benefit of permits, as well as the new septic designs which will be required to address the multitude of additional uses by the increase volumes caused by the patients and staff.

3. Based upon my review of the PRMD's records for this entire site, I brought to the attention of the Board of Zoning Adjustments the problem with the lack of cohesive plans. One plan dated years ago, reflected existing and new changes. Permits were obtained and the work was never inspected nor finalized. Before and after the permits long expired, the uses changed, the buildings changed and new plans were submitted reflecting information incredibly different than reflected on previous "APPROVED PLANS", and proposed drawings. If Mr. Litchfield was that concerned about trying to "fix" problems he was faced with when he purchased the site, he should have shown an interest in having new professionally prepared plans which accurately reflected ALL improvements both legal and improvements which required "Legalization."

Unfortunately, the poor track record for the owners of this site continue, therefore degrading the confidence in the project. There are other issues which go beyond the scope of this E-mail which Mr. Litchfield will have to address, but the three listed above are so very serious in nature.

IF, the Board of Supervisors denies the appeal by Al and Joe Bordessa, I would only hope, among the many concerns which will be brought to the attention of the Board of Supervisors, the Board makes sure that the Conditions of Approval are very concise with very concise timelines,

AND, for the first time ever, there should be NO OCCUPANCY until ALL the Conditions of Approval have been satisfactorily met.

I know, from the past 14 years of experience with working with PRMD's Planning Department, there are countless numbers of Use Permit Applicants who year after year continue their business operations WITHOUT having completed their Conditions of Approval.

Very good examples of companies which continue to be in written/documentated violations with PRMD for over 5 years are available upon request, therefore I would not want to see Bayside Bodega LLC in operation until AFTER the Conditions of Approval and Use Permit are issued.

Thank you,

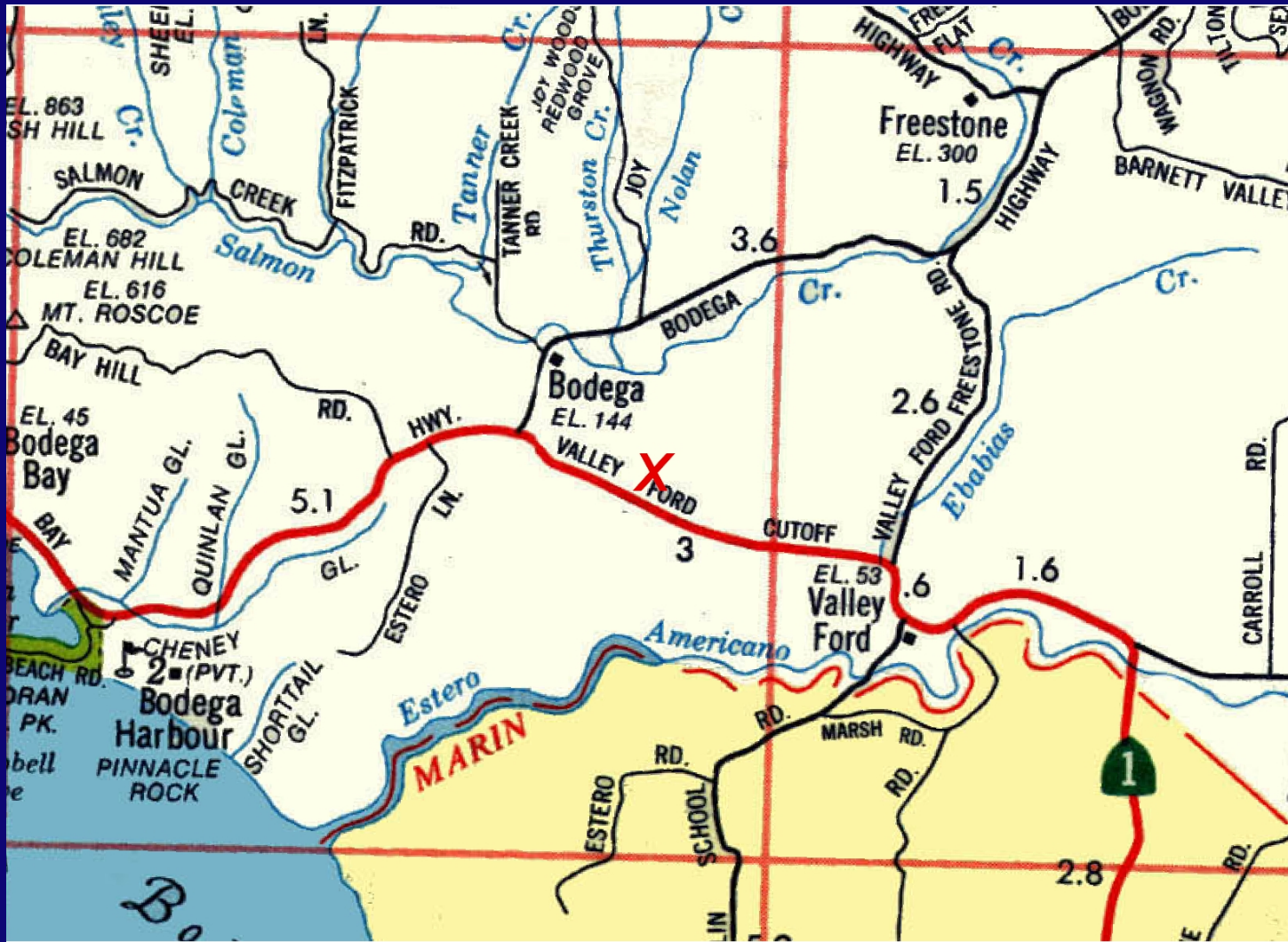
Mark C. Friedman
(707) 688-0053



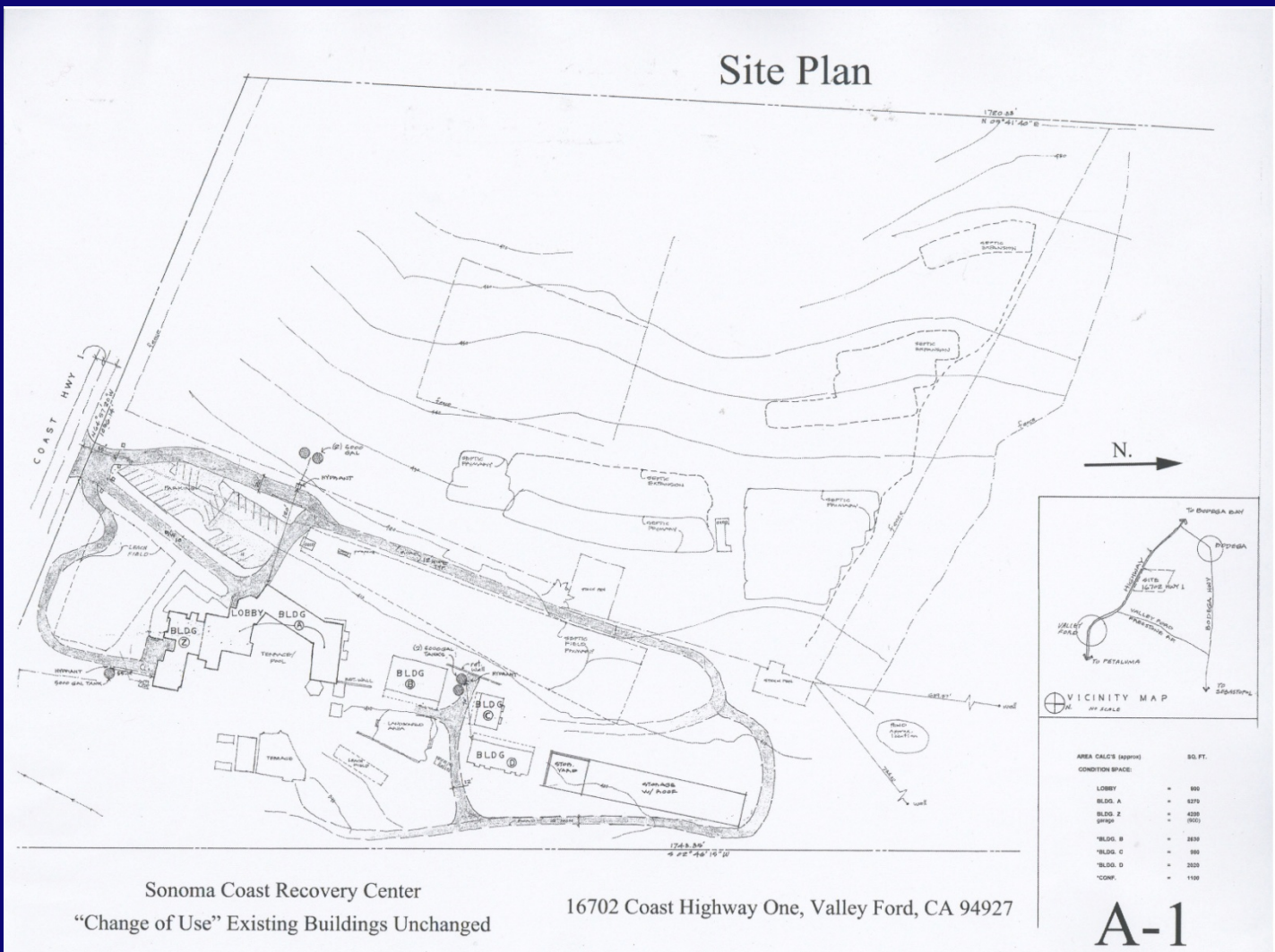
PRMD

Activity #UPE12-0045

Vicinity Map



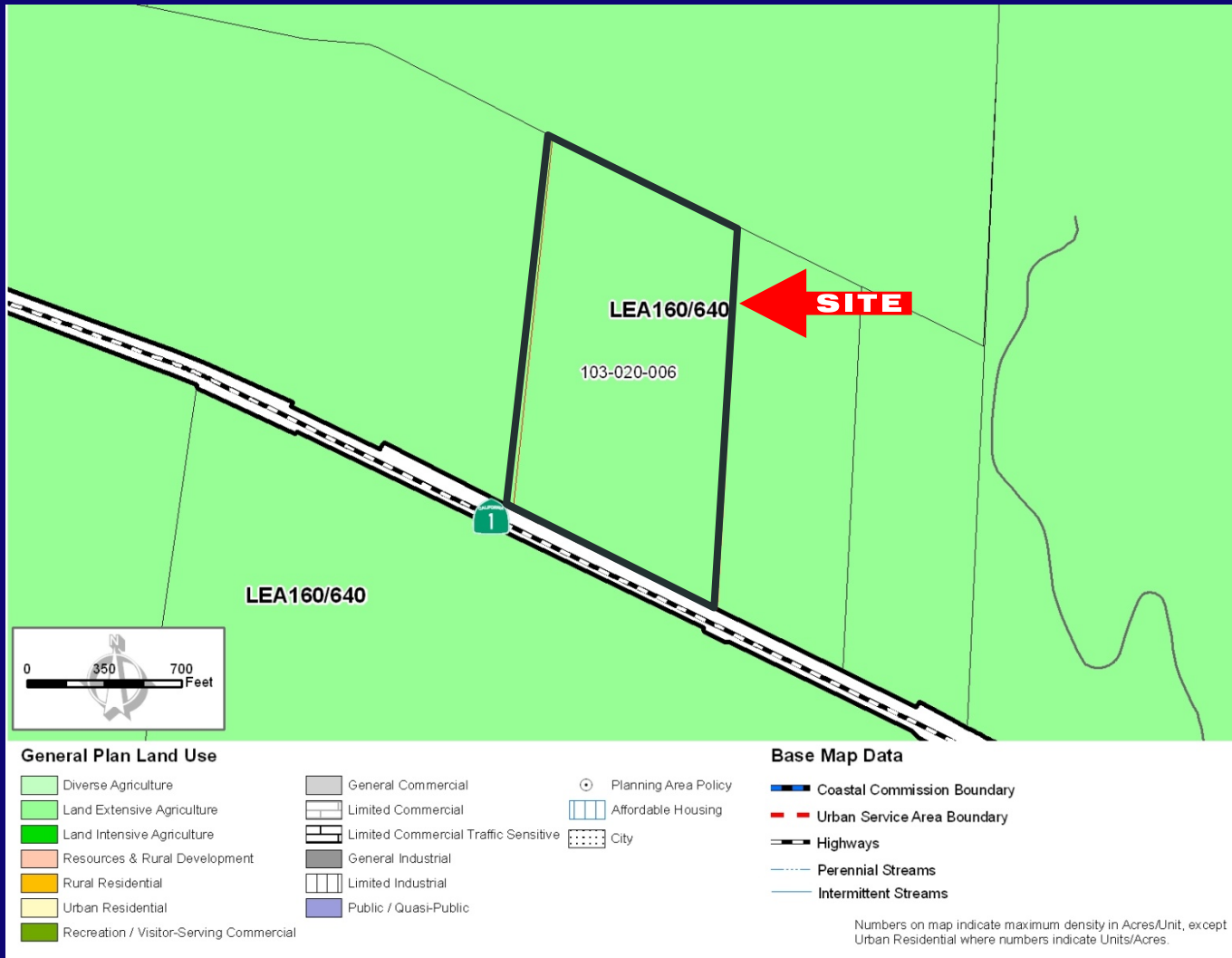
Site Plan



PRMD

Activity #UPE12-0045

General Plan

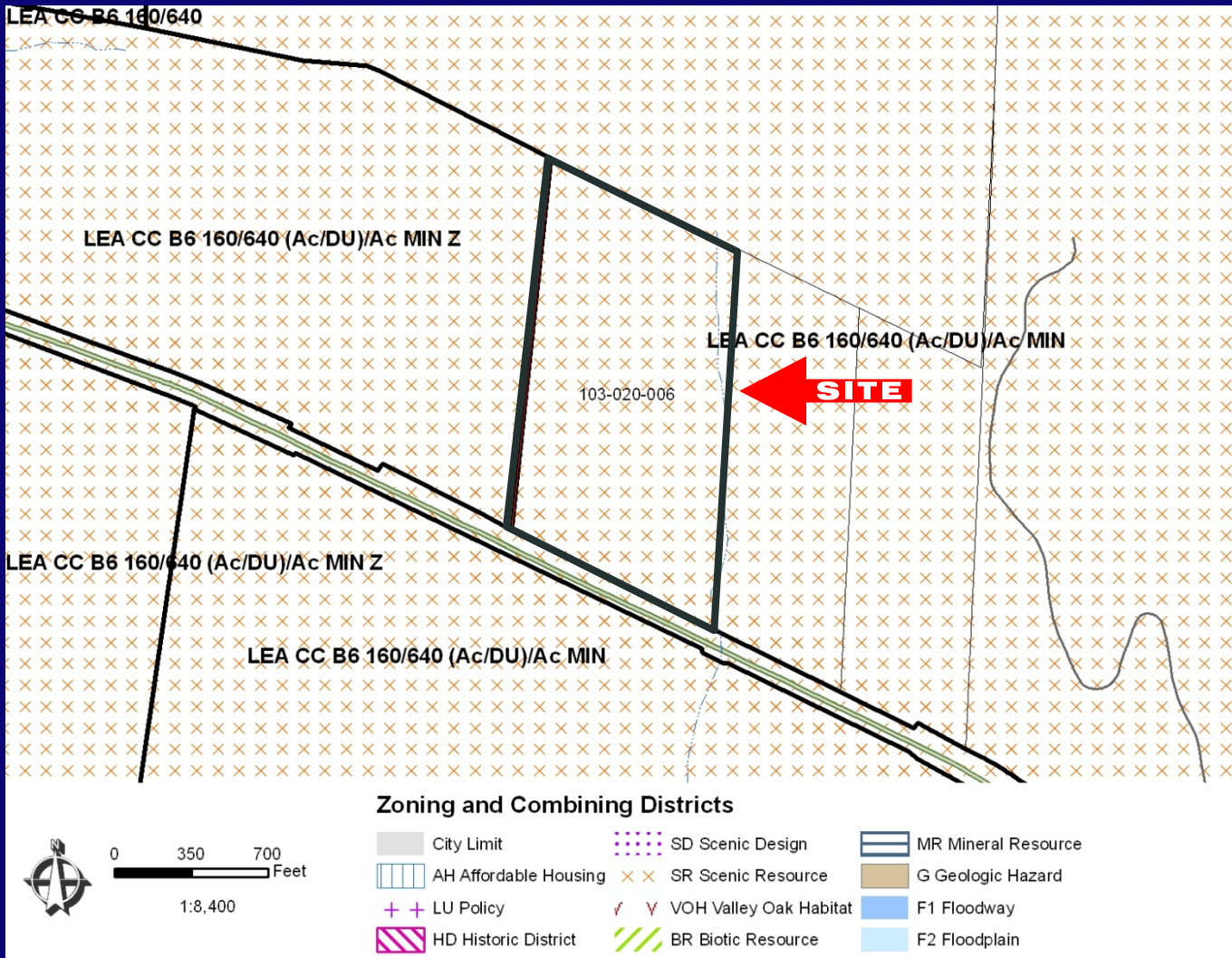


General Plan Consistency

- Policy AR-4a: The primary use of any parcel within the three agricultural land use categories shall be agricultural production and related processing, support services, and visitor serving uses.



Coastal Zoning Map



Coastal Zoning Consistency

- Section 26C-32(c)(15) of the Coastal Zoning Code allows large residential care community facilities with an approved Use Permit.



Coastal Permit

- The California Coastal Act, at Section 30106, defines development as:
 - “Development” means, on land, in or under water, the placement or erection of any solid material or structure; discharge or disposal of any dredged material or any gaseous, liquid, solid, or thermal waste; grading, removing, dredging, mining, or extraction of any materials; change in the density or intensity of use of land.....



Lobby Building



PRMD

Activity #UPE12-0045

Exterior View Dining Room



PRMD

Activity #UPE12-0045

Patient Room



PRMD

Activity #UPE12-0045

Dining Room



PRMD

Activity #UPE12-0045

Environmental Review

- Section 15301, “Existing Facilities,” (Class 1) of the California Environmental Quality Act Guidelines provides an exemption for minor alteration of existing facilities involving negligible or no expansion of the existing use.



Security Measures

- The BZA added the following Condition of Approval No. 30 to ensure the surrounding area will remain secure:
 - Designated Representative. The Applicant shall provide a current 24 hour working phone number of the property owner, property manager or other designated representative to all neighbors within a 300' radius of the subject property boundaries.



Emergency Response

- The appeal letter states the proposed project will increase the demand on emergency services.



Project Description

- The appeal letter states the project description is insufficient.



Staff Recommendation

- Add the following conditions of approval:
 - Prior to commencing the use as a residential care facility the grazing of animals shall be established on the project site (Condition No. 31).
 - Prior to issuance of any Building Permit the applicant shall cancel, final, or finish any existing permits including but not limited to all Building Permits and Septic Permits (Condition No. 32).





PRMD

Activity #UPE12-0045



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 51
(This Section for use by Clerk of the Board Only.)

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

Board Agenda Date: August 19, 2014

Vote Requirement: 4/5

Department or Agency Name(s): Agricultural Preservation and Open Space District, Regional Parks

Staff Name and Phone Number:

Sara Press, SCAPOSD, 565-7368
Steve Ehret, RP, 565-1107

Supervisory District(s):

First District

Title: North Sonoma Mountain Transfer and Funding

Recommended Actions:

Approve resolutions of the Board of Directors of the Sonoma County Agricultural Preservation and Open Space District (District) and the Board of Supervisors of Sonoma County taking the necessary actions to execute the transfer of the North Sonoma Mountain property from the District to the County subject to a conservation easement and recreation covenant and making related determinations.

Executive Summary:

Summary

Between 2003 and 2008, the District acquired five properties southeast of Santa Rosa: Jacobs Ranch, Skiles Ranch, Wilroth, Cooper's Grove and Walsh Ranch (also known as Sonoma Mountain Ranch), which comprise the approximately 736-acre North Sonoma Mountain property (property). The District now proposes to transfer the property to the County of Sonoma for scenic and natural resource protection, and recreational and educational use. The District will receive, in return, a conservation easement and a recreation covenant. (Four-fifths vote required.)

The Board is also asked to determine (a) allocation of the revenues generated on the property from existing telecommunication facility leases, and (b) grant funding under the District's Initial Public Access and Operations and Maintenance Policy. (Majority vote required.)

Acquisition and Property Significance

The property reaches from Sonoma Mountain Road up to the summit of Sonoma Mountain, which is one of the most significant Sonoma County view sheds from Bennett Valley, Sonoma Valley, the city of Santa Rosa and elsewhere throughout the county. The District's original acquisition intention was to protect the scenic and natural resources, particularly of the two remaining redwood groves on Sonoma Mountain; to link protected wildlife habitat; and to provide a regional trail connection across the north

slope of Sonoma Mountain, with hopes of eventually connecting Glen Ellen through Jack London State Historic Park to the city of Rohnert Park through Crane Creek Regional Park.

The property supports a mosaic of grassland, wetland, woodland, and forest community types. Oregon oak woodland is abundant on ridges, while denser-canopied California bay forest dominates drainages and slopes. Matanzas Creek and its south fork traverse the property, eventually draining to Santa Rosa Creek, the Laguna de Santa Rosa, and eventually to the Russian River.

The total cost to acquire these five properties was \$19,893,000, which was paid with \$18,193,000 of District funds and an additional \$1,700,000 in grants from the Coastal Conservancy and the Bay Area Ridge Trail Council.

Trail Development and Initial Public Access

Since July 2005, the District has worked cooperatively with Regional Parks, California State Department of Parks and Recreation (State Parks), Bay Area Ridge Trail Council (Ridge Trail Council), California State Coastal Conservancy (Conservancy), and several consultants to develop a trail plan to connect four of the acquired properties (Jacobs Ranch, Skiles Ranch, Wilroth and Cooper's Grove), a Regional Parks-owned property (Sonoma Mountain Woodlands), and Jack London State Historic Park. On March 18, 2008, the Board of Directors approved the North Slope Sonoma Mountain Ridge Trail Project (Trail Project) and adopted its Mitigated Negative Declaration. Construction of the trail project began in 2010 and is now almost completed. This collaborative effort has resulted in a new 4.25-mile Bay Area Ridge Trail segment across the north slope of Sonoma Mountain, connecting the property to Jack London State Historic Park, plus access road improvements and the development of a parking area and trailhead on Jacobs Ranch off of Sonoma Mountain Road. For safety reasons, a vehicular bridge over Matanzas Creeks must be replaced before the general public can access the property. This work is anticipated to occur this fall. To facilitate the bridge work, the District needs certain easement rights from Mr. Steven Rose, an adjacent landowner, who has agreed to grant such rights for \$9,000. Staff requests that the Board authorize the President to execute the easement and a certificate of acceptance, as required for recordation.

Once work is completed, the Trail Project will have cost approximately \$3,000,000 for planning, permitting, construction, and legal costs associated with developing and implementing the trail plan, including replacement of the bridge, plus outings and educational programs. The District paid over \$2,000,000 of its own funds for the project and received \$1,008,000 in grants from the Conservancy and State Parks towards planning and construction.

The trail provides initial public access on all properties except Walsh Ranch, which includes the summit of Sonoma Mountain. Walsh Ranch was not included in the trail plan, as it was not owned by the District when trail planning occurred. Thus, additional planning and trail improvements will be needed to enable initial public access onto Walsh Ranch.

Transfer Agreement

With the Trail Project nearing completion, the District proposes to transfer the property to Regional Parks pursuant to Public Resources Code section 5540.6, which allows the District, upon a four-fifths vote of its Board of Directors, to convey a District property to another public agency for park or open-

space purposes, subject to certain specified conditions.

In accordance with section 5540.6, the District and Regional Parks propose to enter into a transfer agreement that commits each agency to the following, each of which is further described below:

- Transfer of the property to the County, to be managed by Regional Parks.
- Recordation of a conservation easement to protect the natural, scenic, agricultural and recreational values of the property.
- Recordation of a recreation covenant to ensure that the property remains available for public outdoor recreation and education in perpetuity.
- District funding to be made available to Regional Parks through reimbursement for operation and maintenance activities and for initial public access onto the Walsh Ranch portion of the property.

The District and the County propose to transfer the property by September 15, 2014. Regional Parks intends to open the property to the general public before the end of the year.

Conservation Easement and Recreation Covenant

When the District transfers fee title to the County, the District will receive a conservation easement that generally limits uses and activities on the property to natural resource protection, recreational and educational uses, and compatible agriculture, and requires that revenue generated on the property be spent on the property.

The District will also receive a recreation covenant that obligates the County to provide public access to the property in perpetuity. Pursuant to the recreation covenant, the property will be opened to the general public for outdoor recreational and educational use within thirty days after replacement of the vehicular bridge over Matanzas Creek, which is expected to occur in the fall. In connection with the recreation covenant, the County will record an irrevocable offer of dedication that will allow transfer of the property back to the District should, in the future, the County, for any reason, be unable to keep the property open to the public.

2020 Sonoma County General Plan

The transfer of fee title to the County and the District's receipt of the conservation easement and recreation covenant is consistent with 2020 Sonoma County General Plan policies. The property is within a General Plan-identified Scenic Landscape Unit, and is identified as a future park on the Open Space Plan map. The transaction supports the following General Plan goals:

- Maintaining important open spaces around the county's cities in a largely open or natural character. (LU-5)
- Preserving important biotic resource areas and scenic features with consistent uses and intensities. (LU-10)
- Retaining the largely open, scenic character of important Scenic Landscape Units. (OSRC-2)
- Preserving roadside landscapes that have a high visual quality as they contribute to the living environment of local residents and to the county's tourism economy. (OSRC-3)
- Protecting and enhancing the county's natural habitats and diverse plant and animal communities. (OSRC-7)
- Establishing a countywide park and trail system that meets future recreational needs of the

county's residents while protecting agricultural uses, with an emphasis on trails near urban areas and on public lands. (OSRC-17)

District Acquisition Plan: Connecting Communities and the Land

The transfer of fee title to the County and the District's receipt of the conservation easement and recreation covenant is consistent with the District's Acquisition Plan, *Connecting Communities and the Land*, in the Greenbelts and Scenic Hillside category, Farms and Ranches category, the Water, Wildlife and Natural Areas category, and the Recreation and Education category, specifically in policies to:

- Protect scenic lands and prominent natural features that contribute to the unique identity of communities.
- Preserve natural systems and lands that support diverse biological resources; and protect habitats important for the conservation and restoration of rare, threatened or endangered species.
- Protect lands that provide viable habitat linkages for wildlife.
- Protect agricultural lands that are near the urban edge and are important to local agricultural heritage, and facilitate the continued agricultural use of farms and ranches.
- Partner to expand parks and preserves that protect the county's unique natural habitats, scenic areas and other open space values of regional importance.
- Protect lands that promote public access in proximity to urban communities; and ensure that District-protected lands are managed to protect conservation values while allowing compatible public recreational and educational uses.

District Fee Lands Strategy

Transfer of the North Sonoma Mountain property and the Walsh property are identified as Tier One properties in the approved Fee Lands Strategy.

Funding: Initial Public Access and Operation and Maintenance Funding Request

The District and Regional Parks have partnered since 2009 to provide operations and maintenance services on North Sonoma Mountain per an existing agreement for fee property maintenance. Additionally, a Park Ranger is residing on the property to provide a security presence. This partnership in managing the property has allowed Regional Parks to become familiar with the property and the operations and maintenance activities that will be necessary.

Regional Parks has requested funds from the District (see attachment 11) pursuant to the District's Initial Public Access and Operations and Maintenance Policy (I.P.A. and O. & M. Policy), which allows the District to provide funding, for a period of three years after transfer, to operate and maintain as well as to assist in providing initial public access on recreational properties purchased with the open space sales tax.

Regional Parks has requested \$361,000 for completing initial public access improvements on the Walsh property, specifically for planning, C.E.Q.A., permitting, trail construction, and signage necessary to provide initial public access on Walsh, plus grazing infrastructure on Walsh for fire fuel reduction.

Regional Parks has requested \$818,380 for operation and maintenance costs during the first three years of ownership, including some one-time maintenance costs. Regional Parks will use revenue from the

grazing lease and fees from day use parking, camping, special events, and special use permits to cover any remaining costs that are not eligible for District funding.

Regional Parks' total request for funding under the I.P.A. and O. & M. Policy is thus \$1,179,380.

Initial Public Access and Operations and Maintenance Fund Status

Per the District's Expenditure Plan, the District is allowed to expend up to 10% of its sales tax revenue on initial public access and operations and maintenance costs (I.P.A. and O. & M.). As of June 30, 2014, current estimated I.P.A. and O. & M. revenues are \$1,711,416, as outlined below.

Beginning reserve balance as of June 30, 2013	\$1,250,246
Estimated 10% of FY 2013-14 Sales Tax revenues	\$1,905,120
Estimate of FY 2013-14 expenditure of eligible I.P.A., O. & M. costs	(\$645,300)
Approved funds for Lawson transfer (June 10, 2014)	(\$485,400)
Approved funds for Clover Springs transfer (June 24, 2014)	<u>(\$313,250)</u>
Estimated I.P.A., O. & M. reserve as of June 30, 2014	\$1,711,416

In addition, it is anticipated that the District will receive approximately \$19,051,200 in sales tax in this new fiscal year, providing an additional \$1,905,120 towards eligible I.P.A. and O. & M. costs for FY 14-15. The District anticipates requests for funding for at least another three properties this fiscal year: Curreri, Mark West and Carrington Ranch.

Telecommunications Facilities Revenue

When the District acquired the Walsh property, \$1,559,750 of the purchase price that the District paid was attributable to the lease revenue potential of the telecommunications facilities ("cell towers") located on the property. The cell towers currently generate approximately \$130,000 annually, including revenue from the PG&E and AT&T leases, as well as subleases. Under existing lease agreements, that income will rise over time. As of July 31, 2014, the District had received a total of \$779,208 in revenue. The present value of the cell tower leases is approximately \$1,600,000.

a. Fiscal Oversight Commission Recommendation and DeterminationThe District's Fiscal Oversight Commission (Commission) discussed the fiscal component of the proposed transfer on July 10 and August 7, 2014. The Commission found that the cell tower revenue represented a significant and independent value in the original appraisal for the Walsh property, unrelated to the resource preservation or recreational use of the property. In light of that finding, the Commission concluded that the District would not receive fair market value in the transfer of the restricted fee interest to the County without additional compensation. (See attachment 12)

The Commission stated its belief that, to protect the District's fiscal integrity, the District must either retain the lease income or be compensated for its current value. Again, the current value of the lease revenue stream is approximately \$1,600,000. The Commission found that if this value was to be repaid to the District at the time of transfer, the District would receive fair market value for the property interest being transferred. (The Commission found that the conservation easement and recreation covenant effectively remove any remaining market value for the fee interest.) In the alternative, the Commission suggested several compromise options, based upon repayment of the District's share of the

original price paid for the cell towers at the time of property acquisition (\$1,559,750). The compromise options are included in the alternatives set forth below.

b. Alternatives for Allocation of Revenues and Grant Funding. In light of the Commission's action, District and Regional Parks staff offer the following alternatives for the Board's consideration. Each alternative includes two elements: (a) allocation of cell tower revenues, and (b) grant of District funds under the I.P.A. and O. & M. Policy. All the alternatives anticipate some sharing of the benefits of the cell tower revenues. The first alternative was presented to, and rejected by, the Fiscal Oversight Commission. The second and third alternatives have the support of the Commission.

i. Regional Parks to receive all cell tower revenues / Funding for Initial Public Access and Operations and Maintenance to be reduced to account for cell tower revenues during first three years after transfer. Under this initial proposal, Regional Parks would receive cell tower revenues from the date of transfer and for the life of the leases. In light of that income stream, the District's funding for Initial Public Access and Operations and maintenance would be reduced in like amount. As outlined above, the full request for Initial Public Access and Operations and Maintenance is \$1,179,380 over a period of three years. This amount would be off-set by three years of cell tower revenues at \$130,000 annually, resulting in a grant in the amount of \$789,380. The result, by way of off-set of expenditures, is that the District receives the benefit of the first three years of cell tower income.

ii. District to retain cell tower revenues until acquisition price recouped / Full Initial Public Access and Operations and Maintenance funding to be granted. After rejecting the initial proposal, the Commission found that fair market value would be received if the District were to recoup its share of the original purchase price for the cell towers (\$1,559,750), with credit given for the cell tower revenues received by the District to date (\$779,208). The District would continue to receive the cell tower lease payments until the remainder of its purchase share (\$780,542) has been recouped (estimated to be in the summer of 2020). Thereafter, Regional Parks would receive the lease payments for the remaining life of the leases and any extensions. The District would provide a full grant to Regional Parks for Initial Public Access and three years of Operations and Maintenance in the requested amount of \$1,179,380.

iii. Regional Parks to receive cell tower revenues / Initial Public Access and Operations and Maintenance funding to be reduced to allow District to recoup purchase price. Alternatively, the Commission found that the District would be made whole if the proposed \$1,179,380 in Initial Public Access and Operations & Maintenance funding is reduced by \$780,542, thereby allowing the District to recoup its contribution to the purchase of the cell towers through the off-set of its I.P.A. and O. & M. funding. In this alternative, Regional Parks would receive all cell tower lease payments, starting at the transfer date and continuing for the life of the leases. The District would provide a grant to Regional Parks of \$398,838 for Initial Public Access and Operations & Maintenance.

The Director of Regional Parks recommends Alternative (i). The District General Manager recommends Alternative (ii). Board direction is requested.

California Environmental Quality Act

The Board must make findings under the California Environmental Quality Act (C.E.Q.A.) for both the proposed transfer of the property and for decisions regarding proposed funding.

As noted above, on March 18, 2008, the Board of Directors adopted the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the North Slope Sonoma Mountain Ridge Trail Project. A Notice of Determination was posted in accordance with Public Resources Code section 21152 and 14 California Code of Regulations section 15075. There are no changes to that Trail Project proposed in connection with the transfer of property ownership to the County. It should be noted, however, that that Trail Project does not encompass the Walsh property, and a management plan for the Walsh property has not yet been prepared.

The District's transfer of the property and receipt of the conservation easement and recreation covenant are categorically exempt from CEQA pursuant to 14 California Code of Regulations sections 15313(a) and (c) (acquisition of land for conservation purposes), 15316(a) (transfer of ownership of land in order to create parks when a management plan has not been prepared), 15317 (easements and contracts to maintain open space character of the area), and 15325(a), (b), (c), and (f) (acquisitions and transfers of interests in land to preserve natural conditions, to allow continued agricultural use, to allow restoration of natural conditions, and to preserve lands for park purposes). The District's grant of funds for operation and maintenance activities is categorically exempt from CEQA pursuant to 14 California Code of Regulations sections 15301 (existing facilities), 15302 (replacement or reconstruction), 15304 (minor alterations to the land), 15306 (information collection) and 15311 (accessory structures). Capital improvements for the Walsh property have not yet been determined and will be subject to CEQA analysis prior to any District funding. The District's reservation of such funding in connection with the transfer of the property is thus exempt from CEQA pursuant to 14 California Code of Regulations section 15316(a) (transfer of ownership of land in order to create parks when a management plan has not been prepared).

Recommendation

Approve resolution of the Board of Directors of the Sonoma County Agricultural Preservation and Open Space District:

1. authorizing and directing the General Manager to execute a transfer agreement with Regional Parks; and
2. authorizing and directing the General Manager to execute assignments to Regional Parks of lease agreements, grant agreements and trail project permits; and
3. authorizing and directing the President to execute a grant deed transferring fee title of the North Sonoma Mountain property to the County of Sonoma; and
4. authorizing and directing the President to execute a conservation easement and recreation covenant over the property; and
5. authorizing and directing the President to execute an agreement with Mr. Steven Rose for various easement rights; and
6. authorizing the execution of certificates of acceptance; and
7. consenting to the recordation of an irrevocable offer of dedication; and
8. determining that the transfer of fee title to the County and the retention of the conservation easement and recreation covenant is consistent with the 2020 Sonoma County General Plan; and

9. directing the recordation of the transfer documents; and
10. directing the filing of a notice of determination in compliance with the California Environmental Quality Act; and
11. authorizing all other actions necessary to transfer fee title to the County and to establish a permanent conservation easement and recreation covenant over the property.

Approve resolution of the Board of Supervisors of Sonoma County Regional Parks:

1. authorizing the Director to execute a transfer agreement with the District; and
2. authorizing and directing the Director to execute assignments from the District of lease agreements, grant agreements and trail project permits; and
3. accepting the fee title to the North Sonoma Mountain property; and
4. authorizing the execution of a certificate of acceptance; and
5. authorizing and directing the Chair to execute a conservation easement, recreation covenant and irrevocable offer of dedication in favor of the District; and
6. directing recordation of the transfer documents; and
7. directing the filing of a notice of determination in compliance with the California Environmental Quality Act (CEQA); and
8. authorizing all other actions necessary to transfer fee title to the County and to establish a permanent conservation easement and recreation covenant over the property.

Prior Board Actions:

On March 18, 2008, the Board of Directors adopted a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the North Slope Sonoma Mountain Ridge Trail Project. Previous to that, the Board of Directors approved the acquisitions of the Property. Since then, the Board of Directors approved multiple contracts to maintain the property and to construct the trail project. Most recently, on March 22, 2014, the Board of Directors approved a contract with Hanford ARC to construct fencing on the property.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Approval of the transfer will allow creation of a regional park and open space preserve, providing recreational and educational opportunities for county residents and visitors.

Fiscal Summary - FY 14-15

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 393,127		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$ 393,127
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 393,127	Total Sources	\$ 393,127

Narrative Explanation of Fiscal Impacts (If Required):

The appropriation amount shown for FY 14-15 has been estimated at one-third of the three-year agreement, which is assumed to be up to \$1,179,380. However, this amount may be less, depending on Board direction. Any expenditure will be over FY 14/15, 15/16 and 16/17 and will be eligible for Operations and Maintenance Fund classification.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

Attachments:

1. Resolution of SCAPOSD Board of Directors
2. Resolution of County of Sonoma Board of Supervisors
3. General Plan 2020 Location Map
4. Site Map
5. Transfer Agreement
6. Conservation Easement
7. Recreation Covenant
8. Irrevocable Offer of Dedication
9. Draft Grant Deed
10. Agreement with Mr. Steven Rose for Various Easement Rights
11. Initial Public Access and Operation & Maintenance Funding
12. District Fiscal Oversight Commission Resolution
13. Certificate of Acceptance (District) – Conservation Easement
14. Certificate of Acceptance (District) – Recreation Covenant
15. Certificate of Acceptance (District) – Agreement for Permanent Easement, Temporary Construction Easement, and Maintenance Easement
16. Certificate of Acceptance (County) – Fee Title
17. Notice of Exemption (District)
18. Notice of Exemption (Regional Parks)
19. Coastal Conservancy Letter

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

Date: August 19, 2014

Item Number: _____

Resolution Number: _____



4/5 Vote Required

Resolution of the Board of Directors of the Sonoma County Agricultural Preservation and Open Space District, Authorizing and Directing the General Manager to Execute a Transfer Agreement; Authorizing and Directing the General Manager to Execute Assignments to the County of Sonoma of Leases, Grant Agreements and Permits; Authorizing and Directing the President to Execute a Grant Deed to Transfer Property to the County; Authorizing and Directing the President to Execute and Accept a Conservation Easement and a Recreation Conservation Covenant; Authorizing Execution of Certificates of Acceptance; Consenting to the Recordation of an Irrevocable Offer; Authorizing Certain Funding; Determining that the Transaction is Consistent with the General Plan; Directing the Recordation of Documents and the Filing of a Notice of Exemption under C.E.Q.A.; and Authorizing All Other Actions Necessary to Complete the Transfer. (4/5 Vote Required.)

Whereas, the District owns approximately 736.1 acres of land located near the city of Santa Rosa (APNs: 049-030-097, 136-190-012, 136-190-014, 055-130-009, 136-191-003, 136-191-008, 136-190-015, 136-190-016) known as the North Sonoma Mountain property (“North Sonoma Mountain” or “the Property”); and

Whereas, the District’s General Manager has negotiated and is recommending the transfer of the fee title interest in the Property, in accordance with Public Resources Code section 5540.6, to the County of Sonoma as Regional Park and Open Space Preserve, subject to a conservation easement, a recreation covenant, an irrevocable offer of dedication, and other specified conditions (“the Project”); and

Whereas, as a component of the Project, the District’s General Manager is recommending an allocation of funds for use by the County of Sonoma over a period of three years for reimbursement of the County’s costs of providing initial public access, operations and management of the Property; and

Whereas, the Project fulfills policies of the District’s acquisition plan, Connecting Communities and the Land in four categories: Greenbelts and Scenic Hillside;

Water, Wildlife and Natural Areas; Farms and Ranches; and Recreation and Education, including policies to protect scenic lands and prominent natural features that are visible from highly traveled roads and highways and that contribute to the county's rural character and sense of place; preserve natural systems and lands that support diverse biological resources; protect habitats important for the conservation and restoration of rare, threatened or endangered species; protect lands that provide viable habitat linkages for wildlife; facilitate the continued agricultural use of farms and ranches; and partner to expand parks and preserves that protect the county's unique natural habitats, scenic areas and other open space values of regional importance, and ensure that District-protected lands are managed to protect conservation values while allowing compatible public recreational and educational uses; and

Whereas, that by its Resolution No. 2014-012 dated August 7, 2014, the Sonoma County Open Space Fiscal Oversight Commission determined that it can be reasonably concluded that the cumulative value of the conservation easement and recreation covenant to be received by the District is not less than the fair market value of the restricted fee interest the District is conveying, provided that the District recoups its investment in the existing cell tower leases on the property;

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

1. *Truth of Recitals.* That the foregoing recitations are true and correct.
2. *General Plan Consistency.* That the Project furthers goals in the Land Use and Open Space and Resource Conservation Elements of the 2020 Sonoma County General Plan in that it maintains important open spaces around the county's cities in a largely open or natural character, including retaining the largely open, scenic character of important Scenic Landscape Units; preserves important biotic resource areas and scenic features with consistent uses and intensities; preserves roadside landscapes that have a high visual quality as they contribute to the living environment of local residents and to the county's tourism economy; protects and enhances the county's natural habitats and diverse plant and animal communities; and helps to establish a countywide park and trail system that meets future recreational needs of the county's residents.
3. *Expenditure Plan Consistency.* That the Project is consistent with the Expenditure Plan approved by the voters of Sonoma County in 2006 in Measure F.
4. *Transfer Agreement.* That the District's General Manager is authorized and directed to execute the Transfer Agreement by and between the County of

Sonoma and the District.

5. *Authority to Execute Assignments.* That the General Manager is authorized and directed to execute assignments to the County of Sonoma, in a form acceptable to District's Counsel, of all existing lease agreements, grant agreements and permits on the Property, subject to such reservations as this Board directs.

6. *Authority to Execute Grant Deed.* That the President is authorized and directed to execute, on behalf of the District, a grant deed to transfer fee title in the Property to the County of Sonoma.

7. *Authority to Sign Contracts.* That the President is authorized and directed to execute, on behalf of the District those certain agreements entitled "Deed and Agreement By and Between the County of Sonoma and the Sonoma County Agricultural Preservation and Open Space District Conveying a Conservation Easement" (Conservation Easement), "North Sonoma Mountain Recreation Conservation Covenant" (Recreation Covenant), and "Agreement for Permanent Easement, Temporary Construction Easement, and Maintenance Easement," (Rose Easement) together with the certificates of acceptance required by Government Code Section 27281.

8. *Consent to Recordation of Irrevocable Offer.* That the District hereby consents to the recordation on the Property of that certain agreement entitled "Irrevocable Offer of Dedication (North Sonoma Mountain)" from the County of Sonoma.

9. *Closing Documents.* That the General Manager is authorized to make any technical, non-substantive changes in the Conservation Easement, Recreation Covenant, Transfer Agreement, Irrevocable Offer of Dedication and other closing documents prior to recordation with the prior approval of the District's Counsel. The General Manager is further authorized to execute any other documents necessary to complete this transaction as described

10. *Document Recording.* That the General Manager is authorized and directed to forthwith record with the Sonoma County Recorder the following documents in the following order: a) Rose Easement and District certificate of acceptance; then b) Grant Deed and County certificate of acceptance; then c) Conservation Easement and District certificate of acceptance; then d) Recreation Covenant and District certificate of acceptance; and then e) Irrevocable Offer of Dedication, and to deliver conformed copies of these documents, bearing evidence of recording, to the Clerk of the Board of Directors.

11. *Costs of Escrow.* That at the request of the General Manager, the County

Auditor draw a warrant or warrants against available funds in the County's Open Space Special Tax Account in an amount not to exceed \$25,000 payable to Fidelity National Title Company (Escrow No. 7051400791) for any costs incurred in connection with the Project and in such other amounts necessary for associated transactional costs requested by the General Manager.

12. *Dedication.* That the Conservation Easement to be acquired by the District is hereby dedicated to open space purposes pursuant to Public Resources Code Section 5540.

13. *Funding for Initial Public Access, Operations and Management.* That, after transfer of fee title of the Property to the County and recordation of the Conservation Easement, Recreation Covenant, and Irrevocable Offer of Dedication, and at the request of the General Manager, the County Auditor shall draw a warrant or warrants against available funds in the County's Open Space Special Tax Account in amounts not to exceed a total of \$1,179,380 over a period of three years for reimbursement to the County for its costs of providing initial public access and operation and management of the Property, in accordance with the terms of the Transfer Agreement.

14. *California Environmental Quality Act.* That the project authorized by this resolution is exempt from the requirements of the California Environmental Quality Act (Public Resources Code Sections 21000 and following) pursuant to Section 15316(a) of Title 14 of the California Code of Regulations because the purpose of the project is to transfer ownership of land in order to establish a park where the land is in a natural condition and the management plan for the park has not been prepared; alternatively is exempt pursuant to 15313(a) and (c) of Title 14 of the California Administrative Code because the purpose of the acquisition is to preserve fish and wildlife habitat and to preserve public access to land in its natural condition; alternatively is exempt pursuant to Section 15317 of Title 14 of the California Code of Regulations because the purpose of the acquisition is to maintain the open space character of the area; and alternatively is exempt pursuant to Section 15325(a), (c) and (f) of Title 14 of the California Code of Regulations because the purpose of the acquisition is to preserve and restore the existing natural conditions and to preserve lands for park purposes, respectively. To the extent that the project includes authorization for funding for costs of initial public access and operations and management of the Property, it alternatively is exempt pursuant to Section 15301 of Title 14 of the California Code of Regulations to the extent that it provides for repair and maintenance of existing facilities; and alternatively is exempt pursuant to Section 15302 of Title 14 of the California Code of Regulations to the extent that it provides for replacement or reconstruction of existing structures and facilities; and alternatively is exempt pursuant to Section 15304 of Title 14 of the California Code of Regulations to the extent that it provides for minor alterations to land;

and alternatively is exempt pursuant to Section 15306 of Title 14 of the California Code of Regulations to the extent that it provides for resource evaluation activities; and alternatively is exempt pursuant to Section 15311 of Title 14 of the California Code of Regulations to the extent that it provides for construction or replacement of accessory structures in an open space preserve designed for public use.

15. *Notice of Exemption.* That, immediately upon the adoption of this resolution, the General Manager is directed to post and to maintain the posting of a notice of exemption pursuant to Public Resources Code 21152.

16. *Validation.* The agreements authorized by this resolution are contracts within the definition of Government Code Section 53511 and as such, any action challenging the validity of any or all of the contracts must be commenced within sixty (60) days of the adoption of this resolution pursuant to Section 863 of the Code of Civil Procedure.

Supervisors:

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

So Ordered.



County of Sonoma
State of California

Date: August 19, 2014

Item Number: _____

Resolution Number: _____



4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Authorizing And Directing Regional Parks' Director To Execute A Transfer Agreement And Accepting Fee Title To The North Sonoma Mountain Property; Authorizing Execution of a Certificate Of Acceptance; Authorizing And Directing The Chairman To Execute A Conservation Easement, A Recreation Covenant And An Irrevocable Offer of Dedication; Directing The Recordation Of The Transfer Documents; Directing The Filing Of A Notice Of Exemption; And Authorizing All Other Actions Necessary To Complete The Transfer. (4/5 Vote Required.)

Whereas, the Sonoma County Agricultural Preservation and Open Space District (District) owns approximately 736.1 acres of land located near the city of Santa Rosa (APNs: 049-030-097, 136-190-012, 136-190-014, 055-130-009, 136-191-003, 136-191-008, 136-190-015, 136-190-016) known as the North Sonoma Mountain property ("North Sonoma Mountain" or "the Property"); and

Whereas, Regional Parks' Director has negotiated and is recommending accepting fee title interest in the Property from the District as a Regional Park and Open Space Preserve, subject to a conservation easement and a recreation covenant, granting an irrevocable offer of dedication to the District, and other specified conditions ("the Project"); and

Whereas, the Project fulfills policies of the District's acquisition plan, Connecting Communities and the Land in four categories: Greenbelts and Scenic Hillside; Water, Wildlife and Natural Areas; Farms and Ranches; and Recreation and Education, including policies to protect scenic lands and prominent natural features that are visible from highly traveled roads and highways and that contribute to the county's rural character and sense of place; preserve natural systems and lands that support diverse biological resources; protect habitats important for the conservation and restoration of rare, threatened or endangered species; protect lands that provide viable habitat linkages for wildlife; protect agricultural lands that are near the urban edge and are important to local agricultural heritage; facilitate the continued agricultural use of farms and ranches; and partner to expand parks and preserves that protect the county's unique natural habitats, scenic areas and other open space values of regional importance, and ensure

that District-protected lands are managed to protect conservation values while allowing compatible public recreational and educational uses; and

Whereas, the Project fulfills a goal of Sonoma County and Regional Parks to develop recreational and educational opportunities at North Sonoma Mountain Regional Park & Open Space Preserve including a regional trail connection to Jack London State Historic Park to meet future recreational needs of the county's residents while preserving important scenic resources, linking protected wildlife habitat, and protecting and enhancing the county's natural habitats and diverse plant and animal communities.

Now, Therefore, Be It Resolved that this Board of Supervisors hereby finds, determines, declares and orders as follows:

1. Truth of Recitals. That the foregoing recitations are true and correct.
2. Transfer Agreement. That the Regional Parks' Director is authorized and directed to execute the Transfer Agreement by and between the County of Sonoma and the District.
3. Assignments. That the Regional Park's Director is authorized and directed to execute assignments from the District, in a form acceptable to County Counsel, of all existing lease agreements, grant agreements and permits on the Property, subject to such reservations as this Board directs.
4. Authority to Execute Certificate of Acceptance. That the Chairman is authorized and directed to execute, on behalf of the County of Sonoma, a certificate of acceptance of fee title in the Property pursuant to Government Code Section 27281.
5. Authority to Sign Contracts. That the Chairman is authorized and directed to execute, on behalf of the County of Sonoma those certain agreements entitled "Deed and Agreement by and between the County of Sonoma and the Sonoma County Agricultural Preservation and Open Space District Conveying a Conservation Easement and Assigning Development Rights" (Conservation Easement) and "North Sonoma Mountain Recreation Conservation Covenant" (Recreation Covenant), Agreement for Permanent Easement, Temporary Construction Easement, and Maintenance Easement," and "Irrevocable Offer of Dedication."
6. Closing Documents. That the Regional Parks' Director is authorized to make any technical, non-substantive changes in the Conservation Easement, Recreation Covenant, Transfer Agreement, Irrevocable Offer of Dedication and other closing documents prior to recordation with the prior approval of the County Counsel. The Regional Parks' Director is further authorized to execute any other documents necessary to complete this transaction as described.
7. Authorization for Recordation. That the District's General Manager is authorized and directed to forthwith record with the Sonoma County Recorder the following documents in the following order: a) Agreement for Permanent

Easement, Temporary Construction Easement, and Maintenance Agreement and County certificate of acceptance; then b) Grant Deed and County certificate of acceptance; then c) Conservation Easement and District certificate of acceptance; then d) Recreation Covenant and District certificate of acceptance; then e) Irrevocable Offer of Dedication; and to deliver conformed copies of these documents, bearing evidence of recording, to the Clerk of the Board of Supervisors.

8. California Environmental Quality Act. That the project authorized by this resolution consists of acquisition of fee title to the 736.1 acre North Sonoma Mountain properties. The project consists of the acquisition of property, management and operation of existing trail and staging area facilities, and possible guided public tours of the undeveloped property. The County has not prepared a comprehensive Management Plan for the property and therefore, the property will remain in its current natural condition until such time that the County has prepared a management plan and has completed CEQA compliance for future park development. Until that time, the County will manage the existing facilities and the surrounding property will remain in its natural condition until appropriate CEQA analysis and master plan is completed. The County may replace or reconstruct existing structures, provide minor fuel management around existing structures, limited habitat restoration, and provide for interim public use such as guided tours on the property beyond the existing facilities to acquaint the public with the property. The project will not result in the removal healthy, mature, scenic trees, and will not result in cumulative impacts or significant effects to scenic or historical resources. The project area is not located on a site that is included on the lists compiled pursuant to §65962.5 of the Government Code. The acquisition will not affect any wetland, officially designated scenic area, or officially mapped area of severe geologic hazard.

9. Notice of Exemption. That, immediately upon the adoption of this resolution, the Regional Parks' Director is directed to post and to maintain the posting of a notice of exemption pursuant to Public Resources Code 21152.

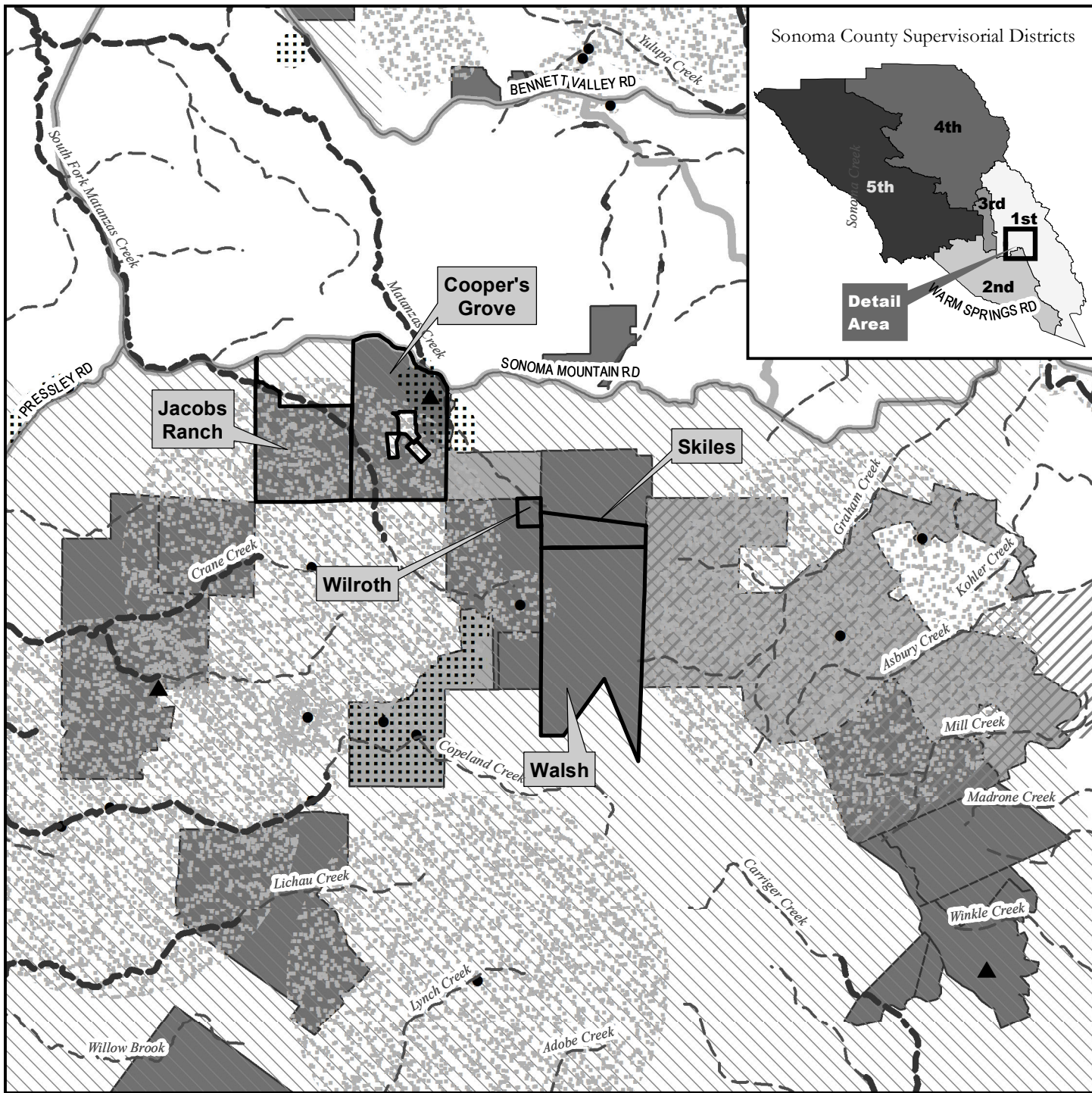
10. Validation. The agreements authorized by this resolution are contracts within the definition of Government Code Section 53511 and as such, any action challenging the validity of any or all of the contracts must be commenced within sixty (60) days of the adoption of this resolution pursuant to Section 863 of the Code of Civil Procedure.

Supervisors:

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

So Ordered.

Resolution #
Date: August 19, 2014
Page 4



**North Slope
Sonoma Mountain Preserve
LOCATION / GENERAL PLAN MAP**

0 0.5 1 Miles

Map Date: 5/2/2013
Sources: Sonoma County GIS Group;
Sonoma County General Plan 2020,
Open Space and Resource
Conservation Element.
Note: This map is for illustrative
purposes only. It is not intended to be
a definitive property description.

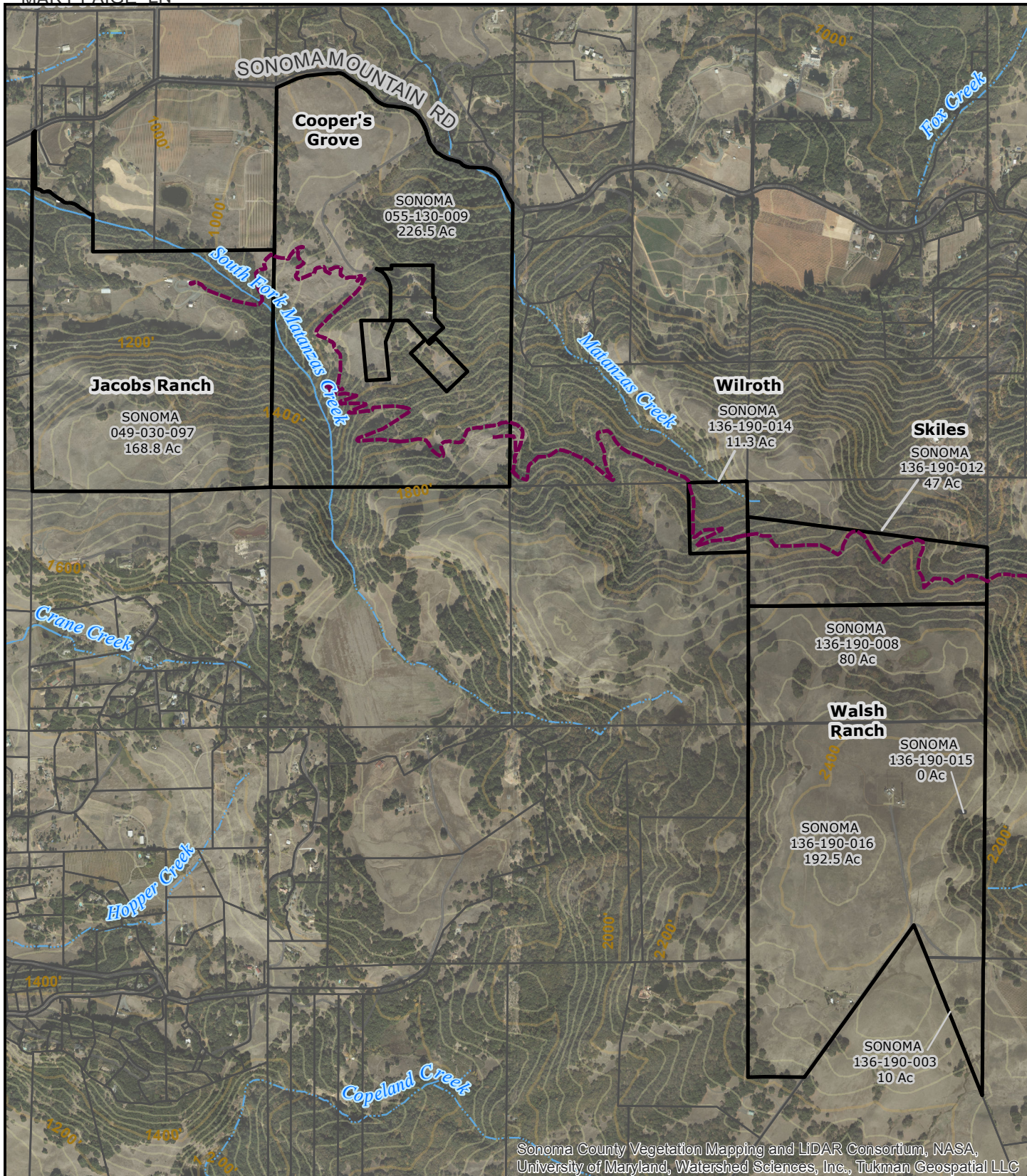
SONOMA COUNTY
AGRICULTURAL PRESERVATION
AND OPEN SPACE DISTRICT

Open Space and Resource Conservation Element

SCENIC RESOURCES	BIOTIC RESOURCES
<ul style="list-style-type: none"> Community Separator * Scenic Landscape Unit Scenic Corridor 	<ul style="list-style-type: none"> Special Status Species Sensitive Status Species Habitat Marshes and Wetlands *
OUTDOOR RECREATION	
<ul style="list-style-type: none"> Planned Future Park Preserve Property Incorporated City Land * District Holding Public Land 	<ul style="list-style-type: none"> Sensitive Natural Communities Habitat Connectivity Corridor Riparian Corridor (Intermittent) Riparian Corridor (Perennial)

* Not on this map.

MARY PAIGE LN

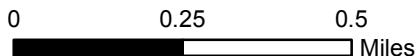


North Sonoma Mountain Site Map



SONOMA COUNTY
AGRICULTURAL PRESERVATION
AND OPEN SPACE DISTRICT

- 40 Foot Contours
- North Sonoma Mtn. Properties
- Trail



Map Date: 7/1/2014
Sources: SCWA (streams); County GIS (parcels, roads); Sonoma County Vegetation Mapping and LIDAR Consortium (2013 imagery)
This map is for illustrative purposes only and is not intended to be a definitive property description.

**LAND TRANSFER AGREEMENT BETWEEN
THE SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE
DISTRICT AND THE COUNTY OF SONOMA**

North Sonoma Mountain Regional Park and Open Space Preserve

This Agreement (“Agreement”) is made and entered into as of _____, 2014 (“Effective Date”) by and between the Sonoma County Agricultural Preservation and Open Space District, hereinafter referred to as the "District," and the County of Sonoma, hereinafter referred to as the "County."

R E C I T A L S

WHEREAS, the County desires to own, operate, and maintain parks, open space, recreation facilities and programs inside and adjacent to its boundaries; and

WHEREAS, the District, under the authority of Public Resources Code Section 5540, and pursuant to District Board of Directors Resolution No. 03-0751, dated July 1, 2003, acquired the 168-acre Jacobs Ranch property; and

WHEREAS, the District, under the authority of Public Resources Code Section 5540, and pursuant to District Board of Directors Resolution No. 03-1294, dated December 16, 2003, acquired the 47-acre Skiles Ranch property; and

WHEREAS, the District, under the authority of Public Resources Code Section 5540, and pursuant to District Board of Directors Resolution No. 04-0963, dated October 12, 2004, acquired the 11-acre Wilroth property; and

WHEREAS, the District, under the authority of Public Resources Code Section 5540, and pursuant to District Board of Directors Resolution No. 07-0899, dated November 6, 2007, acquired the 226-acre Cooper’s Grove property; and

WHEREAS, the District, under the authority of Public Resources Code Section 5540, and pursuant to District Board of Directors Resolution No. 08-10 24, dated December 9, 2008, acquired the 282.5-acre Walsh Ranch (Sonoma Mountain Ranch) property; and

WHEREAS, the Jacobs Ranch property, the Skiles Ranch property, the Wilroth property, the Cooper's Grove property, and the Walsh Ranch property shall hereinafter be collectively referred to as the "Property", which is also commonly known as North Sonoma Mountain, located in the unincorporated area of Sonoma County, as more particularly described in Exhibit "A" attached hereto and incorporated herein; and

WHEREAS, the District acquired the Property as a series of greenbelt projects for open space, scenic and public recreation purposes; and

WHEREAS, the District desires to divest itself of fee ownership of the Property, including associated management and financial responsibilities; and

WHEREAS, pursuant to Public Resources Code Section 5540.6, the District may, with the approval by a four-fifths vote of the Board of Directors, convey the Property to the County, provided the County undertakes in a recorded written agreement to continue to use the Property for park or open-space purposes and not to convey the Property without the consent of a majority of the voters of the District; and

WHEREAS, the County is willing to take title to the Property and to devote it to use as a regional park and open space preserve with low-intensity public outdoor recreational uses, subject to a conservation easement held by the District and a recreation covenant; and

WHEREAS, in accordance with the terms and conditions of this Agreement, the District is willing to transfer title to the Property to the County;

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the District and County agree as follows:

A G R E E M E N T

1. *Recitals.* The foregoing recitals are true and correct and are incorporated by this reference.

2. *District's Obligations During Interim Period.* During the period between the Effective Date of this Agreement and the Transfer Date (as defined in Paragraph 4 below), which period shall hereinafter be referred to as the "Interim Period," the District shall perform the following tasks and no others.

a. Property Management. The District shall manage the Property consistent with the historic standard of care exercised by the District.

3. *County's Obligations During Interim Period.* During the Interim Period, the County shall perform the following tasks.

a. Due Diligence. The County will undertake whatever measures it deems necessary or appropriate to facilitate a timely transfer of the Property, as contemplated herein, including completion of any due diligence investigations of the Property in accordance with the timelines prescribed in this Paragraph 3a. If the County discovers conditions or circumstances that were not known, anticipated or foreseen at the time of execution of this Agreement that create an unreasonable risk of harm to persons or property, or create unreasonable liability for the County as owner of the Property (collectively “Unacceptable Conditions”), the County shall notify the District of such Unacceptable Conditions as soon as practicable, but not later than twenty (20) days after the Effective Date of this Agreement, which 20-day period shall hereinafter be referred to as the “Due Diligence Period.” The Parties shall thereafter attempt, in good faith, to address and resolve same. The County's obligation to accept fee title to the Property shall be subject to either (1) no Unacceptable Conditions having been discovered by the County, or (2) such Unacceptable Conditions having been addressed and resolved to the satisfaction of the County. Should County fail to notify the District of any Unacceptable Conditions prior to the expiration of the Due Diligence Period, County’s obligation to accept fee title shall be subject to only such conditions as are explicitly provided in this Agreement. County will waive the protections of this Paragraph 3(a) to the extent it agrees to accept the Property pursuant to Paragraph 4 prior to the expiration of the Due Diligence Period.

4. *Transfer of Title, Recordation of Covenant, and Conveyance of Conservation Easement.* No later than thirty (30) days after the Effective Date or such later date as the parties may stipulate if the parties need more time to resolve the existence of Unacceptable Conditions identified by County during the Due Diligence Period, the District shall transfer and the County shall accept fee title to the Property, which transfer shall be made by grant deed in the form attached hereto as Exhibit “B” and in accordance with Public Resources Code Section 5540.6. The date of such transfer shall hereinafter be referred to as the “Transfer Date.” District shall transfer and County agrees to accept the Property in its “AS IS” condition with all faults and without representation or warranty from District. Concurrently, the County shall convey a Conservation Easement to the District in the form provided in Exhibit “C,” attached hereto (“Conservation Easement”), and a Recreation Covenant in the form provided in Exhibit “D,” attached hereto (“Covenant”). To effectuate these purposes, County and District agree to submit joint escrow instructions.

5. *Property Name.* The Property shall be called and identified as North Sonoma Mountain Regional Park and Open Space Preserve.

6. *County’s Obligations Upon Transfer Date.* The County shall assume the following obligations upon the Transfer Date.

a. Opening the Property for Public Use. The County shall open the majority of the property within 30 days of the Notice of Completion of the vehicular bridge

replacement project and keep open the Property for low-intensity public outdoor recreational use consistent with the Conservation Easement.

b. Operation and Maintenance. The County shall operate and maintain the Property as an open space preserve with low-intensity outdoor public recreation consistent with the North Slope Sonoma Mountain Ridge Trail Plan (“Trail Plan”) and Conservation Easement.

c. CEQA & Mitigation Monitoring. The District, acting as lead agency, has prepared and approved an Initial Study and Mitigated Negative Declaration (sometimes referred to as the “IS/MND”) for the Trail Plan in accordance with the California Environmental Quality Act (“CEQA”). Upon the Transfer Date, the County shall be the lead agency for the execution of the Mitigation Monitoring Program as set forth in the IS/MND and additional obligations required by CEQA resulting from “projects” (as defined in CEQA) approved by the County after the Transfer Date which may be pertinent to the Property, including all mitigation monitoring requirements.

d. Survival. The County’s obligations set forth in this Paragraph 6 shall survive beyond the delivery of the grant deed and transfer of title and shall be considered perpetual, unless specifically terminated in writing by the District’s Board of Directors.

7. *Assignment of Leases.* Effective as of the Transfer Date, and subject to Paragraph 8, the District assigns all right, title and interest, including rents and security deposits, in and to the following leases:

a. That certain lease between District and Cagal Cellular Communications Corp., dated April 1, 2010, as amended on July 1, 2010 (“AT&T Lease”);

b. That certain lease between District and Pacific Gas and Electric Company, dated December 1, 2010 (“PG&E Lease”).

c. That certain revocable license agreement for grazing between District and Arlo Miller, dated April 21, 2008.

The AT&T Lease and the PG&E Lease shall hereinafter be jointly referred to as the “Telecommunications Site Leases.”

Revenue from the Telecommunications Site Leases shall continue to be sent to the District until \$780,542 has been received, at which time, revenue will be sent to the County.

8. *Operation and Maintenance Costs.* Subject to all terms and conditions herein, the District shall provide up to \$1,179,380, which are to be used by County exclusively for

the following tasks ("Tasks"):

- Planning, CEQA, permitting, construction for Walsh property
- Signage
- Grazing infrastructure on Walsh property
- Operations and maintenance necessary to support initial public access on the Property

The funding amounts per category of Task will be identified in a Work Plan approved by the District pursuant to Section 9.a below ("approved Work Plan").

b. All Tasks shall be undertaken in a manner consistent with the Conservation Easement and the Recreation Covenant. All Tasks shall be in accordance with the approved Work Plan.

c. District's funding under this Agreement shall be available until August 31, 2017. Any funds not expended by August 31, 2017 shall revert back to the District's general account and shall no longer be available under this Agreement.

All revenues which accrue to the County by or through the Telecommunications Site Leases shall be subject to the restrictions set forth in the Conservation Easement. County shall comply with its competitive procurement procedures, policies, laws and regulations in procuring goods and services afforded by the revenues generated by or through the Telecommunications Site Leases so as to ensure such costs do not exceed fair market value.

9. *Assignment of Grant Agreements.* District will assign and County will assume the following grant agreements, effective as of the Transfer Date:

- a. Bay Area Ridge Trail Council Acquisition Funding Agreement, dated January 6, 2004;
- b. California Coastal Conservancy Grant Agreement No. 08-081, dated December 4, 2008;
- c. California Coastal Conservancy Grant Agreement No. 07-145, dated March 25, 2010;
- d. California Department of Parks and Recreation Grant Contract RT-49-010 dated June 28, 2013.

District and County will effectuate these assignments by way of amendments to the original agreements, which shall be signed by the funding agency, the County, and the District prior to the Transfer Date.

10. *Assignment of Regulatory Permits.*

- a. U.S. Army Corps of Engineers. The Corps permit has been transferred.
- b. California Department of Fish and Wildlife. Parks will be getting a new permit from DFW for the bridge since the prior one has expired.
- c. State Water Quality Control Board. District will continue to hold the certification for now and transfer it to Parks after construction. Need: (1) Parks contractual promise to comply with the permit, and (2) indemnity from Parks for anything related to the Permit. We'll also need to monitor compliance somehow into the transfer agreement.

11. *County's Obligations Generally.* Unless a more finite period is otherwise specified, for the term of this Agreement, which shall last from the Effective Date until either of the parties have discharged all duties hereunder or the Agreement is terminated, County shall comply with the following terms and conditions.

- a. Prevailing Wages. County shall comply with all applicable wage and hour laws, including without limitation Labor Code Sections 1775, 1776, 1777.5, 1813 and 1815 and California Code of Regulations, Title 8, Section 16000, *et seq.*
- b. Accessibility. County shall ensure compliance with the Americans with Disabilities Act in the provision of public access to the Property.
- c. Nondiscrimination. County 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 and regulations required by law to be included in this Agreement are incorporated herein by this reference.
- d. Records Retention and Access. All financial, procurement, licenses, insurance, and programmatic records related to the Property, including all records of costs and expenses incurred in the operation and maintenance of the Property, shall be maintained by the County for no less than fifteen (15) years after the Transfer Date. Such records shall be available to District at all reasonable times for inspection and analysis.
- e. Annual Audit. County shall submit annual audited financial statements to the District by August 31st of each of the fifteen (15) years following the Transfer Date.
- f. Accounting Requirements. Until the expiration of this Agreement, the

County shall maintain an accounting system in accordance with generally accepted accounting procedures and standards, and that, as such:

- i. Accurately reflects responsible fiscal transactions, with the necessary controls and safeguards;
- ii. Provides a solid audit trail, including original source documents such as purchase orders, receipts, progress payments, reimbursement claims, timecards, and evidence of payment; and
- iii. Provides accounting data so the total costs of operations and maintenance and each individual component thereof can be readily determined.

g. Statutory Compliance. All activities and uses in connection with the Property shall be subject to and undertaken in accordance with all applicable federal, state, and local statutes, ordinances, rules, and regulations.

12. *District Reservation of Rights*. The District shall have the right to enter and inspect the Property upon 24-hour notice for the purposes of ensuring compliance with this Agreement.

13. *Term and Termination*. This Agreement shall be effective from the Effective Date through June 30, 2029 unless it is earlier terminated in accordance with this paragraph. County shall be permitted to terminate this Agreement if Unacceptable Conditions identified by County within the Due Diligence Period cannot be satisfactorily resolved. The District may terminate this Agreement, with or without cause, at any time prior to the Transfer Date.

14. *Indemnification*. Each party hereby agrees to defend and indemnify the other party and hold it harmless from and against any and all claims, demands, liabilities, costs, expenses, penalties, damages and losses, including, without limitation, reasonable attorneys' fees, resulting from any breach of this Agreement by such party. This paragraph shall survive beyond the delivery of the grant deed and transfer of title, or, if title is not transferred pursuant to this Agreement, beyond any termination of this Agreement.

15. *Method and Place of Giving Notice, Making Submissions and Payments*. Except as otherwise expressly provided herein, any notice, reimbursement claim, report, demand, request, approval, disapproval, or other communication that either party desires or is required to give under this Agreement shall be in writing and either served personally or sent by first class mail, private courier or delivery service, or fax addressed as follows:

TO DISTRICT:

General Manager
Sonoma County Agricultural
Preservation and Open Space District
747 Mendocino Avenue

Santa Rosa, CA 95401
Telephone: (707) 565-7360
Fax: (707) 565-7359

THE COUNTY:

Director
Sonoma County Regional Parks
2300 County Center Drive, 120A
Santa Rosa, CA 95403
Telephone: (707) 565-2041
Fax: (707) 579-8247

16. *Assignment and Delegation.* The County shall not assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the District, and no such transfer shall be of any force or effect whatsoever unless and until such consent is received.

17. *Amendment.* No changes in this Agreement shall be valid unless made in writing and signed by the parties to the Agreement. No oral understanding or agreement not incorporated in this Agreement shall be binding on any of the parties.

18. *Miscellaneous Provisions.*

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

b. Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. The County and the 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. The County and the District acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

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

d. No Third Party Beneficiaries. Nothing contained in this Agreement shall be

construed to create and the parties do not intend to create any rights in third parties.

e. 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.

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

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

APPROVED:

SONOMA COUNTY AGRICULTURAL
PRESERVATION AND OPEN SPACE
DISTRICT

General Manager

Date: _____

APPROVED AS TO FORM:

County Counsel

APPROVED:

THE COUNTY OF SONOMA

Director of Regional Parks

Date: _____

APPROVED AS TO FORM:

County Counsel

Exhibits (which are attached hereto and incorporated by this reference):

A: Legal Description

B. Form of Grant Deed

C: Form of Recreation Covenant

D: Form of Conservation Easement

DRAFT

Attachment 6

RECORDING REQUESTED BY AND RETURN TO:

Clerk of the Board of Directors
Sonoma County Agricultural
Preservation and Open Space District
575 Administration Drive, Room 102A
Santa Rosa, CA 95403

DEED AND AGREEMENT
BY AND BETWEEN
THE COUNTY OF SONOMA
AND
THE SONOMA COUNTY AGRICULTURAL PRESERVATION
AND OPEN SPACE DISTRICT
CONVEYING A CONSERVATION EASEMENT
AND
ASSIGNING DEVELOPMENT RIGHTS

The County of Sonoma (“GRANTOR”) and the Sonoma County Agricultural Preservation and Open Space District, a public agency formed pursuant to the provisions of Public Resources Code sections 5500 et seq. (“DISTRICT”), agree as follows:

RECITALS

- A. GRANTOR is the owner in fee simple of that certain real property located in Sonoma County and more particularly described in Exhibit A, attached hereto and incorporated herein by this reference ("the Property").
- B. DISTRICT is the prior owner of the Property. DISTRICT has transferred fee title in the Property to GRANTOR pursuant to Public Resources Code section 5540.6, so as to facilitate its operation and maintenance as a public park and open space preserve, available to the public in perpetuity for low-intensity outdoor recreation and education consistent with preservation of the open space values of the land. The transfer was subject to the recordation of this conservation easement and a separately recorded recreation conservation covenant.
- C. DISTRICT acquired a portion of the Property, known as Walsh Ranch, shown on Exhibit C, with funds from the California State Coastal Conservancy (“the Conservancy”), which funds were provided under Division 21 of the California Public Resources Code and pursuant to an unrecorded Grant Agreement No. 08-081 (“Grant Agreement”). The Conservancy provided the funds from Proposition 84, the “Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006,” enacted by the California voters on November 7, 2006, which authorizes acquisitions of real property for, among other purposes, protection and restoration of natural habitat values and promotion of public access to and enjoyment of the

coastal resources. Pursuant to the Grant Agreement, the parties recorded an “Irrevocable Offer to Dedicate Title in Fee and Declaration of Restrictive Covenants.”

D. In 1990 the voters of Sonoma County approved the creation of DISTRICT and the imposition of a transactions and use tax by the Sonoma County Open Space Authority ("the Authority"). The purpose for the creation of DISTRICT and the imposition of the tax by the Authority was to provide for the preservation of agriculture and open space through the acquisition of interests in appropriate properties from willing sellers. The DISTRICT was created and the tax imposed in order to further the state policy for the preservation of agricultural and open space lands, to meet the mandatory requirements imposed on the County and each of its cities by Government Code sections 65560 et seq., and to advance the implementation of the open space elements of their respective general plans. In order to accomplish those purposes, DISTRICT and the Authority entered into a contract whereby, in consideration of the Authority’s financing of DISTRICT's acquisitions, DISTRICT agreed to and did adopt an acquisition program that was in conformance with the Authority's voter approved Expenditure Plan. In 2006, the voters of Sonoma County approved an extension of the transaction and use tax, a transfer of the taxing authority to the County of Sonoma, and an update of the Expenditure Plan. The DISTRICT’s acquisition program remains in full compliance with that updated voter-approved Expenditure Plan.

E. On [Date], DISTRICT's Board of Directors, pursuant to Government Code section 65402 and Sonoma County Ordinance No. 5180, determined, by its Resolution No. [Number], that the DISTRICT’s transfer of fee interest and retention of a conservation easement in the Property is consistent with the Sonoma County General Plan (specifically the Plan's Agricultural Resources and Open Space and Resource Conservation Elements) because [Give specific reasons for GP conformity – same language as resolution]. By that same resolution, the DISTRICT’s Board of Directors determined that the transfer of fee interest and retention of this conservation easement is consistent with the voter-approved Expenditure Plan.

F. DISTRICT has the authority to acquire conservation easements by virtue of Public Resources Code section 5540 and possesses the ability and intent to enforce the terms of this Easement.

THEREFORE, in consideration of the foregoing recitations and of the mutual covenants, terms, conditions, and restrictions herein set forth and other valuable consideration receipt of which is hereby acknowledged, GRANTOR and DISTRICT agree as follows:

EASEMENT

PART ONE: GRANT OF EASEMENT

1. Grant and Acceptance of Conservation Easement and Assignment of Development Rights. Pursuant to the common and statutory law of the State of California including the provisions of Civil Code sections 815 to 816, inclusive, GRANTOR hereby grants to DISTRICT and DISTRICT accepts a conservation easement over the Property in perpetuity under the terms and conditions set forth herein (“the Easement”). GRANTOR hereby irrevocably assigns to

DISTRICT all development rights associated with the Property, except those rights which are specifically reserved by GRANTOR through this Easement.

2. Conservation Values. The Property is located east of the city of Rohnert Park, on the north side of Sonoma Mountain, with elevations ranging from approximately 840 feet above sea level at the north-west entrance to the Property to 2,463 feet at the summit of Sonoma Mountain on Walsh Ranch. Critical resources on the Property (collectively “the Conservation Values”), include scenic, natural, agricultural, recreational and educational values. These include, but are not limited to the following:

2.1 Scenic Resources. The location, size, and stature of Sonoma Mountain make it a primary scenic resource for the region. The Property, located on the northern slope of the mountain and reaching from Sonoma Mountain Road up to the summit, is one of the most significant Sonoma County viewsheds from Bennett Valley, Sonoma Valley, the city of Santa Rosa and elsewhere throughout the county. The Property is within a Scenic Landscape Unit, designated as such in the Sonoma County General Plan to preserve the visual quality of the area as a landscape of special importance to Sonoma County. Sonoma Mountain Road, which borders a portion of the Property, is a General Plan-designated Scenic Corridor.

2.2 Natural Resources. The Property supports a mosaic of redwood groves, oak woodlands, bay forests, grasslands, creeks, wetlands and springs, and important plant communities that provide habitat for a wealth of species. A diverse assemblage of native wildlife inhabit or travel through the Property.

The redwood groves on the Property comprise most of the redwoods remaining on Sonoma Mountain, and their unique location, structure (including old-growth characteristics), and genetic diversity play a critical role in the ecological integrity and landscape diversity of Sonoma Mountain. This habitat type is considered sensitive across California, as more than 90% of the state’s original redwood forest has been lost.

Oregon white oak woodland and coast live oak woodland on the Property serve as valuable wildlife habitat and, like the other woodland and forest types on the Property, provide additional ecosystem services such as soil development, watershed protection, carbon sequestration, and air quality improvement. Oregon white oak woodland is considered sensitive because it has declined throughout the state. A number of very large, multi-stemmed, old individual California bay trees are scattered throughout the Property; extensive stands of California bay, or those composed of large individuals, are relatively rare and are also considered sensitive.

The Property’s woodlands, forests and grasslands provide suitable habitat for diverse species of birds, mammals, amphibians, and reptiles. The grasslands especially provide cover for smaller species such as birds, small mammals, and reptiles, and foraging opportunities in the form of seeds, other plant parts, and insects. Isolated habitats free of human disturbance provide escape, cover, and nesting sites for a number of larger mammals, including mountain lion and coyote, as well as bobcat and gray fox. The presence of a large number of vertebrate species, such as birds, small mammals, and herpetofauna may serve as a significant food source for these larger predatory mammals.

The forests and grasslands on the Property also serve as groundwater recharge and storage areas. Intact swaths of forest protect the headwaters of the Matanzas Creek watershed, contributing to water quality in the Laguna de Santa Rosa downstream. The Property includes two headwater forks of Matanzas Creek - the main stem and the south fork. Matanzas Creek and South Fork Matanzas Creek run all year, joining at the southern end of Bennett Valley to feed into Santa Rosa Creek, which eventually runs into the Russian River. A number of springs and ephemeral drainages primarily drain to the north, although some, on a small portion of the Property, drain to Sonoma Creek.

The Property supports a number of seasonal wetland habitats, including vernal seeps, freshwater marsh and ponds. These aquatic habitats serve as significant resources for terrestrial and aquatic wildlife. The largest pond on Walsh Ranch provides water year-round while several others provide habitat from late fall through early summer. These more permanent water sources are important breeding grounds for local amphibian populations and aquatic invertebrates. At least one location on the Property supports California red-legged frog, a special-status species.

Given the Property's extensive native habitats and proximity to other undeveloped lands, it plays a critical role in providing both core wildlife habitat and connectivity with adjacent habitats. Preservation of habitat connectivity both within the Property and with surrounding lands on Sonoma Mountain will allow the continued movement of species and maintenance of biodiversity, particularly in the face of climate change. The Property's location adjacent to over 3,000 acres of protected land creates an extensive protected area in the Sonoma Mountain Range, increasing its value as wildlife habitat.

2.3 Recreational and Educational Resources. The Property provides the unique opportunity for a low impact trail system that preserves natural resources, connects adjacent protected lands, and facilitates an eventual regional trail connection between Jack London State Historic Park and other parklands. Given its rich natural resources and its high elevations, the Property provides recreational and educational opportunities for residents and visitors to experience the natural environment and spectacular views of Sonoma County and the greater Bay Area. In addition, both the 1989 and the 2020 Sonoma County General Plans identify a park in the lower elevations of the Property.

2.4 Agricultural Resources. The Property has historically been grazed, since at least the 1950s and maybe since the 1850s. Although acquired by DISTRICT primarily for scenic and natural resource preservation and recreational use, the Property also provides the opportunity for continued grazing of the open grasslands, with infrastructure such as barns and water sources available. Grazing can help reduce grass fire hazard by reducing highly flammable herbaceous fuels. Properly managed, grazing can also enhance grassland biodiversity by providing a disturbance regime to decrease thatch, increase openings in grassland canopy, manage targeted exotic annual grasses, and invigorate senescent native perennial grass plants.

3. Conservation Purpose. It is the purpose of this Easement to preserve and protect forever the Conservation Values of the Property, as described in Section 2. This purpose shall hereinafter be referred to as "the Conservation Purpose of this Easement." GRANTOR and DISTRICT intend that this Easement will confine the use of the Property to activities that are

consistent with the Conservation Purpose of this Easement and will prohibit and prevent any use of the Property that will materially impair or interfere with the Conservation Values of the Property. GRANTOR and DISTRICT intend that all Conservation Values of the Property will be fully preserved and protected in perpetuity. In the event, however, that the preservation and protection of one Conservation Value becomes irreconcilably inconsistent with the preservation and protection of another Conservation Value, the following priorities shall be followed: preservation and protection of scenic resources, then natural resources, then recreational and educational resources, then agricultural resources.

PART TWO: RESERVED AND RESTRICTED RIGHTS

4. Affirmative Rights of DISTRICT. DISTRICT shall have the following affirmative rights under this Easement:

4.1 Protecting Conservation Values. DISTRICT shall have the right to preserve, protect and document in perpetuity the Conservation Values of the Property.

4.2 Property Inspections. DISTRICT shall have the right to enter upon the Property and to inspect, observe, and study the Property for the purposes of (i) identifying the current activities and uses thereon and the condition thereof, (ii) monitoring the activities and uses thereon to determine whether they are consistent with the terms, conditions and Conservation Purpose of this Easement, (iii) enforcing the terms, conditions and Conservation Purpose of this Easement, and (iv) exercising its other rights under this Easement. Such entry shall be permitted at least once a year at reasonable times, upon one week's prior notice to GRANTOR, and shall be made in a manner that will not unreasonably interfere with GRANTOR's use of the Property pursuant to the terms and conditions of this Easement. Each entry shall be for only so long a duration as is reasonably necessary to achieve the purposes of this Section 4.2, but shall not necessarily be limited to a single physical entry during a single twenty-four hour period. Notwithstanding the foregoing, should DISTRICT's General Manager have a reasonable belief that GRANTOR is in breach of this Easement, DISTRICT shall have the right at any time, upon twenty-four hours' prior notice to GRANTOR, to enter upon the Property for the purpose of determining whether such breach has occurred. The rights of entry provided by this Section 4.2 shall extend to the officers, agents, consultants, and volunteers of DISTRICT.

4.3 Enforcement. DISTRICT shall have the right to enforce the rights herein granted and to prevent or stop, by any legal means, any activity or use on the Property that is inconsistent with the terms, conditions or Conservation Purpose of this Easement and to require restoration of such areas or features as may be damaged by such activities or uses.

4.4 Audit DISTRICT shall have the right to inspect, copy and audit GRANTOR's financial and programmatic records, of any type, nature or description, as DISTRICT deems necessary to ensure GRANTOR's compliance with Paragraph 1(g) of Exhibit B.

4.5 Approval of Certain Uses. DISTRICT shall have the right to review and approve proposed uses and activities on the Property as more specifically set forth in Section 5, Section 6, and Exhibit B.

4.6 DISTRICT Signage. DISTRICT shall have the right to erect and maintain a sign or other appropriate marker in a location on the Property acceptable to GRANTOR, visible from a public road, bearing information indicating that the Property is protected by DISTRICT and acknowledging the sources of DISTRICT funding for the acquisition of this Easement. The wording and design of the sign or marker shall be determined by DISTRICT with consent of GRANTOR. No such sign or marker shall exceed thirty-two (32) square feet in size nor be artificially illuminated. DISTRICT shall be responsible for the cost of erecting and maintaining such sign or marker.

5. GRANTOR's Obligations and Reserved and Restricted Rights.

5.1 Limitations on Use and Development. GRANTOR shall confine the use of the Property to activities and uses that are consistent with the Conservation Purpose of this Easement. Any activity or use that is inconsistent with the Conservation Purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the activities and uses described in Exhibit B are expressly reserved, restricted or prohibited as set forth therein.

5.2 Public Access Limitations. GRANTOR and DISTRICT understand and agree that the Property will be developed for and continue to be a public park and open space preserve in perpetuity. GRANTOR, however, reserves the right to exclude the public from the Property, in part or in whole, on a temporary basis to the extent necessary for public health or safety or for preservation of the Conservation Values of the Property. Nothing in this Easement shall be construed to preclude GRANTOR's right to grant access to third parties to the Property consistent with the terms, conditions and Conservation Purpose of this Easement.

5.3 Easements. GRANTOR may continue the use of existing easements of record granted prior to this Easement. The granting of new temporary or permanent easements, and the modification or amendment of existing easements is prohibited without the prior written approval of the DISTRICT. It is the duty of GRANTOR to prevent the use of the Property by third parties that may result in the creation of prescriptive rights.

5.4 Accounting Requirements and Records Retention. GRANTOR shall maintain a separate accounting system with respect to the receipt and expenditure of all revenues generated on the Property ("Accounting System").

5.4.1 The Accounting System shall be developed and maintained in accordance with sound, generally accepted accounting procedures and standards, and as such:

- i. Shall accurately reflect all fiscal transactions, with the necessary controls and safeguards; and
- ii. Shall provide a solid audit trail of the receipt and subsequent expenditure of all revenues generated on the Property, including original source documents such as receipts and accountings of revenues received, and invoices, timecards, and evidence of payment for all expenditures; and

- iii. Shall include documentary evidence of all products and services received through the expenditure of revenues generated on the Property, sufficient to confirm compliance with Paragraph 1(g) of Exhibit B. The documentary evidence shall establish the nature of the product or service received, its location, and the date of its receipt.

5.4.2 All Accounting System records shall be maintained for no less than seven (7) years from the date of their creation.

PART THREE: PROCEDURES AND REMEDIES

6. Approval Procedures. All activities and uses on the Property require prior written approval of DISTRICT. GRANTOR shall use the procedures set forth below to obtain that approval. All requests for approval shall include all information necessary to permit DISTRICT to make an informed judgment as to the consistency of GRANTOR's request with the terms, conditions and Conservation Purpose of this Easement. Forms for requests for approval shall be available at DISTRICT's offices

6.1 Trail Plan. On March 18, 2008, DISTRICT's Board of Directors approved the North Slope Sonoma Mountain Trail Plan ("Trail Plan") for the Property. All uses and improvements described in that Trail Plan, all development reasonably necessary to implement those described uses and improvements, and all improvements previously constructed by DISTRICT in connection with that Plan shall be deemed to be approved under this Section 6 and shall be permitted on the Property with no further notice to or approval by DISTRICT required. All such uses and improvements shall remain subject to the substantive limitations of Exhibit B.

6.2 Master Plan. GRANTOR and DISTRICT acknowledge that GRANTOR intends to develop a comprehensive master plan for the Property ("Master Plan"). The Master Plan shall be subject to District approval in accordance with this Section 6 and shall not be implemented on the Property until such written approval is obtained. The Master Plan shall, at a minimum, identify (a) all major components of use of the Property (including recreational, educational, and resource management use); (b) the nature of each proposed use and its intended location; (c) all proposed structures and improvements; and (d) all actions to be taken to protect natural resources. GRANTOR shall demonstrate that the Master Plan preserves the Conservation Values identified in Section 2 and avoids significant adverse impacts on the resources set forth in Section # (Paragraph 2 of Exhibit B). DISTRICT's approval of the Master Plan shall be based upon the Master Plan's consistency with the terms, conditions and Conservation Purpose of this Easement. DISTRICT acknowledges that time is of the essence and DISTRICT's approval shall not be unreasonably withheld or delayed. GRANTOR shall use the procedure set forth in Section 6.4 to obtain DISTRICT's approval for the Master Plan.

6.3. Amendments, Revisions and Updates. The Trail Plan and any Master Plan adopted by GRANTOR and approved by DISTRICT may be amended, revised, or updated from time to time ("Revision"), subject to written approval of DISTRICT. GRANTOR shall submit the proposed Revision to DISTRICT for review in accordance with Section 6.4. GRANTOR

shall demonstrate that the Revision preserves the Conservation Values identified in Section 2 and avoids significant adverse impacts on the resources set forth in Section # (Paragraph 2 of Exhibit B). The Revision shall not be implemented on the Property until receipt of DISTRICT written approval. DISTRICT's approval shall be based upon the Revision's consistency with the terms, conditions and Conservation Purpose of this Easement. DISTRICT acknowledges that time is of the essence and DISTRICT's approval shall not be unreasonably withheld or delayed. GRANTOR shall use the procedure set forth in Section 6.4 to obtain DISTRICT's approval for all Revisions.

6.4 Plan Approval Procedure.

6.4.1. Request for Approval. GRANTOR may, at its discretion, at any time, submit a Master Plan or Revision to DISTRICT for its review and approval. DISTRICT shall have forty-five (45) days from the receipt of the Master Plan or Revision, plus fourteen (14) days from any subsequent or follow up submittal, to review the Master Plan or Revision and either approve the Master Plan or Revision or notify GRANTOR of any objection thereto. DISTRICT's response, whether approval or objection, shall be in writing and delivered to GRANTOR in accordance with Section 19. If DISTRICT has any objections to the Master Plan or Revision, it shall state such objections in sufficient detail to enable GRANTOR to modify the Master Plan or Revision so as to bring it into compliance with the terms, conditions and Conservation Purpose of this Easement.

6.4.2 DISTRICT's Failure to Respond. Should DISTRICT fail to respond to GRANTOR's request for approval within forty-five (45) days of the receipt of GRANTOR's request, GRANTOR may, after giving DISTRICT ten (10) days written notice by registered or certified mail, commence an action in a court of competent jurisdiction to compel DISTRICT to respond to GRANTOR's request. In the event that such legal action becomes necessary to compel DISTRICT to respond and GRANTOR prevails in that action, DISTRICT shall reimburse GRANTOR for all reasonable attorney fees incurred in that action. In the alternative, GRANTOR may commence a proceeding in arbitration under Section 12.

6.4.3 Environmental Review. In connection with any environmental review of the Master Plan or Revision under the California Environmental Quality Act ("CEQA") or any successor statute then in effect, GRANTOR shall provide DISTRICT with notification of and opportunity to comment on any draft environmental document made public under the statute, prior to adoption or certification of that environmental document.

6.4.4 Plan Approval. Upon DISTRICT's approval of the Master Plan or Revision, all uses and improvements described therein and all development reasonably necessary to implement those described uses and improvements, shall be deemed to be consistent with the terms, conditions and Conservation Purpose of this Easement and shall be permitted on the Property with no further notice to or approval by DISTRICT required. All such uses, development, improvements

and activities shall at all times remain subject to the substantive limitations of Exhibit B.

6.5 Approval of Uses/Activities Not Described in an Approved Plan. For uses and activities not described in a park plan approved by DISTRICT pursuant to Section 6.1 through 6.4, the procedures set forth below shall be followed for obtaining DISTRICT approval. Unless and until such approval is obtained in accordance with this Section 6.5, any such activity or use shall be deemed to be prohibited on the Property. DISTRICT's approval shall be based solely upon its reasonable determination as to whether the activity or use is consistent with the terms, conditions and Conservation Purpose of this Easement.

6.5.1 Request for Approval. For any activity or use not described in a park plan approved by DISTRICT, GRANTOR shall file a request for approval ("GRANTOR's request") at least forty-five (45) days prior to the intended commencement of such activity or use. The request shall, at a minimum, identify the nature of all proposed activities or uses and their intended location; (c) all proposed structures and improvements; and (d) all actions to be taken to protect natural resources. GRANTOR shall demonstrate that the activity or use is designed and will be implemented in a manner that preserves the Conservation Values identified in Section 2 and avoids significant adverse impacts on the resources set forth in Section # (Paragraph 2 of Exhibit B). DISTRICT shall have forty-five (45) days from the receipt of a complete request for approval to review the request and to approve, conditionally approve, disapprove or notify GRANTOR of any objection thereto. Disapproval or objection, if any, shall be based on DISTRICT's determination that the proposed activity or use is inconsistent with the terms, conditions or Conservation Purpose of this Easement or that GRANTOR's request is incomplete or contains material inaccuracies. If, in DISTRICT's judgment, the proposed activity or use would not be consistent with the terms, conditions or Conservation Purpose of this Easement or the request is incomplete or contains material inaccuracies, DISTRICT's notice to GRANTOR shall inform GRANTOR of the reasons for DISTRICT's disapproval or objection. Only upon DISTRICT's express written approval, given by DISTRICT's General Manager, may the proposed activity or use be commenced, and then only in accordance with the terms and conditions of DISTRICT's approval.

6.5.2 DISTRICT's Failure to Respond. Should DISTRICT fail to respond to GRANTOR's request for approval within forty-five (45) days of the receipt of GRANTOR's request, GRANTOR may, after giving DISTRICT ten (10) days written notice by registered or certified mail, commence an action in a court of competent jurisdiction to compel DISTRICT to respond to GRANTOR's request. In the event that such legal action becomes necessary to compel DISTRICT to respond and GRANTOR prevails in that action, DISTRICT shall reimburse GRANTOR for all reasonable attorney fees incurred in that action. In the alternative, GRANTOR may commence a proceeding in arbitration under Section 12.

6.5.3 Environmental Review. In connection with any environmental review of any proposed activity or use under the California Environmental Quality Act ("CEQA")

or any successor statute then in effect, GRANTOR shall provide DISTRICT with notification of and opportunity to comment on any draft environmental document made public under the statute, prior to adoption or certification of that environmental document.

7. Costs and Liabilities Related to the Property.

7.1 Operations and Maintenance of the Property. GRANTOR agrees to bear all costs and liabilities of any kind related to the operation, upkeep, and maintenance of the Property and does hereby indemnify and hold DISTRICT harmless therefrom. Without limiting the foregoing, GRANTOR agrees to pay any and all real property taxes, fees, exactions, and assessments levied or imposed by local, state or federal authorities on the Property. GRANTOR further agrees to maintain general liability insurance or adequate self-insurance covering acts on the Property. Except as specifically set forth in Section 8.2 below, DISTRICT shall have no responsibility whatever for the operation of the Property, the monitoring of hazardous conditions thereon, or the protection of GRANTOR, the public, or any third parties from risks relating to conditions on the Property. Except as otherwise provided in Section 8.1, GRANTOR hereby agrees to indemnify and hold DISTRICT harmless from and against any damage, liability, claim, or expense, including attorneys' fees, relating to such matters.

7.2 Hazardous Materials.

7.2.1 No DISTRICT Obligation or Liability. Notwithstanding any other provision of this Easement to the contrary, the parties do not intend and this Easement shall not be construed such that it creates in DISTRICT:

- a) The obligations or liabilities of an “owner” or “operator” as those words are defined and used in environmental laws, as defined below, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 United States Code, sections 9601 et seq.) (“CERCLA”);
- b) The obligations or liabilities of a person described in 42 United States Code section 9607(a)(3) or any successor statute then in effect;
- c) The right to investigate and remediate any hazardous materials, as defined below, on or associated with the Property; or
- d) Any control over GRANTOR’s ability to investigate and remediate any hazardous materials, as defined below, on or associated with the Property.

7.2.2 Warranty of Compliance. GRANTOR represents, warrants, and covenants to DISTRICT that GRANTOR’s use of the Property shall comply with all environmental laws, as defined below.

7.2.3 Definitions. For the purposes of this Easement:

a) The term "hazardous materials" includes, but is not limited to, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in CERCLA, the Hazardous Materials Transportation Act, as amended (49 United States Code sections 1801 et seq.), the Resource Conservation and Recovery Act of 1976, as amended (42 United States Code sections 6901 et seq.), sections 25117 and 25316 of the California Health & Safety Code, and in the regulations adopted and publications promulgated pursuant to them, or any other federal, state, or local environmental laws, ordinances, rules, or regulations concerning the environment, industrial hygiene or public health or safety now in effect or enacted after the date of this Easement.

b) The term "environmental laws" includes, but is not limited to, any federal, state, local or administrative agency statute, regulation, rule, ordinance, order or requirement relating to environmental conditions or hazardous materials.

8. Indemnification.

8.1 GRANTOR's Indemnity. GRANTOR shall hold harmless, indemnify, and defend DISTRICT, its agents, employees, volunteers, successors and assigns, from and against all damages, liabilities, claims and expenses, including reasonable attorneys' fees, arising from or in any way connected with (i) injury to or the death of any person, or physical damage to any property resulting from any act, omission, condition or other matter related to or occurring on or about the Property, except to the extent that such damage, liability, claim or expense is the result of the negligence, gross negligence, or intentional misconduct of DISTRICT (it being the intent of this provision to limit GRANTOR's indemnity to the proportionate part of DISTRICT's damage, liability, claim or expense for which GRANTOR is responsible); and (ii) the obligations specified in Section 7; and (iii) any approvals given under Section 6. In the event of any claim, demand, or legal complaint against DISTRICT, the right to the indemnification provided by this Section 8.1 shall not apply to any cost, expense, penalty, settlement payment, or judgment, including attorneys' fees, incurred prior to DISTRICT's written notice of such claim, demand, or legal complaint to GRANTOR, unless GRANTOR has acquired knowledge of the matter by other means, nor to any costs, expenses, or settlement payment, including attorneys' fees, incurred subsequent to that notice unless such cost, expense, or settlement payment shall be approved in writing by GRANTOR, which approval shall not be unreasonably withheld.

8.2 DISTRICT's Indemnity. DISTRICT shall hold harmless, indemnify, and defend GRANTOR, its heirs, devisees, successors and assigns, from and against all damages, liabilities, claims and expenses, including reasonable attorneys' fees, arising from or in any way connected with injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property and attributable to DISTRICT, except to the extent that such damage, liability, claim or expense is the result of the negligence, gross negligence, or intentional misconduct of GRANTOR (it being the intent of this provision to limit DISTRICT's indemnity to the proportionate part of GRANTOR's damage, liability, claim or expense for which DISTRICT is responsible). In the event of any claim, demand, or legal complaint against GRANTOR, the right to the

indemnification provided by this Section 8.2 shall not apply to any cost, expense, penalty, settlement payment, or judgment, including attorneys' fees, incurred prior to GRANTOR's written notice of such claim, demand, or legal complaint to DISTRICT, nor to any costs, expenses, or settlement payment, including attorneys' fees, incurred subsequent to that notice unless such cost, expense, or settlement payment shall be approved in writing by DISTRICT, which approval shall not be unreasonably withheld. DISTRICT hereby also agrees to hold harmless, indemnify and defend GRANTOR from and against all damages, liabilities, claims and expenses, including attorneys' fees, asserted against GRANTOR by any officer, agent, employee, or volunteer of DISTRICT, for personal injury and/or property damage arising out of any inspection or visit to the Property by any such officer, agent, employee or volunteer on behalf of DISTRICT, except to the extent that such injury is attributable to the negligence, gross negligence or intentional misconduct of GRANTOR.

9. Baseline Documentation for Enforcement. In order to establish the present condition of the Property, DISTRICT has prepared a Baseline Documentation Report which will be maintained on file with DISTRICT and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this Easement. The Baseline Documentation Report includes a Baseline Site Map, which sets forth (a) the building envelopes designated in Exhibit C, and (b) the boundaries of the Walsh Ranch. A copy of the Baseline Documentation Report has been reviewed and approved by GRANTOR. The parties agree that the Baseline Documentation Report provides an accurate representation of the Property at the time of the execution of this Easement.

10. Remedies for Breach.

10.1 DISTRICT's Remedies. In the event of a violation or threatened violation by GRANTOR of any term, condition or restriction contained in this Easement, DISTRICT may, following notice to GRANTOR, institute a suit to enjoin and/or recover damages for such violation and/or to require the restoration of the Property to the condition that existed prior to such violation. The DISTRICT's notice to GRANTOR shall contain a general description of the condition claimed by DISTRICT to be a violation and shall contain a reasonable and specific cure period by which the violation is to cease and the Property is to be restored to the condition that existed prior to the violation. The notice shall be provided in accordance with Section 19. If DISTRICT reasonably determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values protected by this Easement, DISTRICT (a) may pursue any and all remedies available under law without waiting for the cure period to expire, and (b) shall have the right, upon the giving of 24 hours' notice, to enter the Property for the purpose of assessing damage or threat to the Conservation Values protected by this Easement and determining the nature of curative or mitigation actions that should be taken. DISTRICT's rights under this Section 10 shall apply equally in the event of either actual or threatened violations of the terms of this Easement. GRANTOR agrees that DISTRICT's remedies at law for any violation of the terms of this Easement are inadequate and that DISTRICT shall be entitled to injunctive relief, both prohibitive and mandatory and including specific performance, in addition to such other relief, including damages, to which DISTRICT may be entitled, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies.

10.2 DISTRICT's Discretion. Enforcement of the terms of this Easement shall be at the sole discretion of DISTRICT, and any forbearance by DISTRICT to exercise its rights under this Easement in the event of any violation or threatened violation of any term of this Easement shall not be deemed or construed to be a waiver by DISTRICT of such term or of any subsequent violation or threatened violation of the same or any other term of this Easement. Any failure by DISTRICT to act shall not be deemed a waiver or forfeiture of DISTRICT's right to enforce any terms or conditions of this Easement in the future.

10.3 Liquidated Damages. Inasmuch as the actual damages that would result from the loss or deprivation of the Conservation Values of the Property caused by a violation by GRANTOR of the terms of this Easement are uncertain and would be impractical or extremely difficult to measure, GRANTOR and DISTRICT agree that the damages allowed by Civil Code section 815.7(c) shall be measured as follows:

a) For an improvement prohibited by this Easement, an amount equal to the product of (i) the market value of the improvement, (ii) the length of time that the improvement exists on the Property (in terms of years or portion thereof) after notice of violation has been given, and (iii) the then current annual interest rate for post judgment interest; and

b) For an activity or change in use prohibited by this Easement, whether or not it involves an improvement, an amount equal to any economic gain realized by GRANTOR because of the activity or change in use; and

c) For an activity or change in use prohibited by this Easement, whether or not it involves an improvement and where there is no measurable economic gain realized by GRANTOR, the product of (i) the cost of restoration, as set forth in a written estimate by a qualified person selected by DISTRICT, (ii) the length of time that the prohibited activity or use continues (in terms of years or portion thereof) after notice of the violation has been given, and (iii) the then current annual interest rate for post judgment interest.

10.4 GRANTOR's Compliance. If DISTRICT, in the notice to GRANTOR, demands that GRANTOR remove an improvement, discontinue a use or both and claims the damages allowed by Civil Code section 815.7(c), then GRANTOR may mitigate damages by fully complying with DISTRICT's notice within the cure period provided therein. If GRANTOR so complies, then in the event of litigation arising out of the notice, brought either by GRANTOR or by DISTRICT, if GRANTOR prevails, then GRANTOR shall be entitled to economic damages, if any, resulting from its compliance with DISTRICT's notice. Neither DISTRICT nor GRANTOR shall be entitled to damages where DISTRICT has not claimed damages in its notice.

10.5 Remedies Nonexclusive. The remedies set forth in this Section 10 are in addition to, and are not intended to displace, any other remedy available to either party as provided by this Easement, Civil Code sections 815 et seq. or any other applicable local, state or federal law.

11. Acts Beyond GRANTOR's Control. Nothing contained in this Easement shall be construed to entitle DISTRICT to bring any action against GRANTOR for any injury to or change in the Property resulting from causes beyond GRANTOR's control, including, but not limited to, fire, flood, storm, earth movement, or a tortious or criminal act of a third party which GRANTOR could not have reasonably prevented, or from any prudent action taken by GRANTOR to prevent, abate, or mitigate significant injury to the Property resulting from such causes so long as such action, to the extent that GRANTOR has control, is designed and carried out in such a way as to further the Conservation Purpose of this Easement.

12. Arbitration. If a dispute arises between the parties concerning the consistency of any activity or use, or any proposed activity or use, with the terms, conditions or Conservation Purpose of this Easement, or any other matter arising under or in connection with this Easement or its interpretation, either party, with the written consent of the other, may refer the dispute to arbitration by a request made in writing upon the other. Provided that GRANTOR agrees not to proceed with any activity or use that is the subject of the dispute pending resolution of the dispute, the parties shall select a single arbitrator to hear the matter. If the parties are unable to agree on the selection of a single arbitrator, then each party shall name one arbitrator and the two arbitrators thus selected shall select a third arbitrator who shall be a retired United States District Court or California Superior Court judge; provided, however, if either party fails to select an arbitrator within fourteen (14) days of delivery of the request for arbitration, or if the two arbitrators fail to select a third arbitrator within fourteen (14) days after the appointment of the second arbitrator, then, in each such instance, a proper court, on petition of any party, shall appoint the second or third arbitrator or both, as the case may be, in accordance with California Code of Civil Procedure sections 1280 et seq., or any successor statutes then in effect. The arbitration shall be conducted in accordance with said statute, including, without limitation, the provisions of Section 1283.05 of the Code of Civil Procedure which are incorporated into, made a part of, and made applicable to any arbitration pursuant to this Section. The Conservation Purpose of this Easement, the terms and conditions of this Easement, and the applicable laws of the State of California shall be the bases for determination and resolution, and a judgment of the arbitration award may be entered in any court having jurisdiction thereof. The prevailing party shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for all its costs and expenses related to such arbitration, including, but not limited to, the fees and expenses of the arbitrators, but excluding attorneys' fees, which sum shall be determined by the arbitrators and any court of competent jurisdiction that may be called upon to enforce or review the award.

13. Extinguishment and Condemnation.

13.1. Extinguishment. Subject to the requirements and limitations of California Public Resources Code section 5540, or successor statute then in effect, if circumstances arise in the future that render the Conservation Purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. In the event of extinguishment, DISTRICT shall be entitled to be compensated for the fair market value of the land at the time extinguishment, determined as though this easement and any other interest held by DISTRICT did not exist. GRANTOR shall be entitled to retain fee title and the value of any improvements

made on the Property. All proceeds paid to DISTRICT shall be used by DISTRICT for the purpose of the preservation of agriculture and open space within Sonoma County.

13.2 Condemnation. If all or any part of the Property is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation; whether by public, corporate, or other authority, so as to terminate this Easement in whole or in part, either GRANTOR or DISTRICT (or both, on such conditions as they may agree) may commence appropriate actions to recover the full value of the Property (or portion thereof) subject to the condemnation or in-lieu purchase and all direct or incidental damages resulting therefrom. Any expense incurred by GRANTOR or DISTRICT in any such action shall first be reimbursed out of the recovered proceeds; the remainder of such proceeds shall be divided between GRANTOR and DISTRICT in proportion to their interests in the Property, as established by Section 13.3.

13.3 Property Interest and Fair Market Value. This Easement constitutes a real property interest immediately vested in DISTRICT. For the purpose of this Section 13, the parties stipulate that, in the event of condemnation of the Property or any portion thereof, the fair market value of the Property for purposes of just compensation shall be determined as though this Easement and any other interest held by DISTRICT did not exist. GRANTOR and DISTRICT shall share the compensation on the following basis: GRANTOR: 100% of the value of any improvements and DISTRICT: 100% of the value of the land, or as otherwise agreed upon by them in writing at the time of condemnation.

PART FOUR: MISCELLANEOUS

14. Approvals. Whenever in this Easement the consent or approval of one party is required for an act of the other party, such consent or approval shall not be unreasonably withheld, conditioned or delayed.

15. Interpretation and Construction. To the extent that this Easement may be uncertain or ambiguous such that it requires interpretation or construction, then it shall be interpreted and construed in such a way that best promotes the Conservation Purpose of this Easement.

16. Easement to Bind Successors. The Easement herein granted shall be a burden upon and shall continue as a restrictive covenant and equitable servitude running in perpetuity with the Property and shall bind GRANTOR, GRANTOR's heirs, personal representatives, lessees, executors, successors, including but not limited to purchasers at tax sales, assigns, and all persons claiming under them forever. The parties intend that this Easement shall benefit and burden, as the case may be, their respective successors, assigns, heirs, executors, administrators, agents, officers, employees, and all other persons claiming by or through them pursuant to the common and statutory law of the State of California. Further, the parties agree and intend that this Easement creates an easement encompassed within the meaning of the phrase "easements constituting servitudes upon or burdens to the property," as that phrase is used in California Revenue & Taxation Code section 3712(d), or any successor statute then in effect, such that a purchaser at a tax sale will take title to the Property subject to this Easement.

17. Subsequent Deeds and Leases. GRANTOR agrees that a clear reference to this Easement will be made in any subsequent deed, or other legal instrument, by means of which any interest in the Property (including, but not limited to, a leasehold interest) is conveyed and that GRANTOR will attach a copy of this Easement to any such instrument. In addition:

a) Conveyance of Deed. GRANTOR shall not convey fee title to the Property, or any portion thereof, without the consent of a majority of the voters of Sonoma County in an election called and conducted by the DISTRICT's Board of Directors in accordance with Public Resources Code section 5540.6.

b) Conveyance of Lease. GRANTOR shall give written notice to DISTRICT of the conveyance of any lease in the Property at least ten (10) days prior to any such conveyance. No such lease shall exceed twenty-five (25) years.

These obligations of GRANTOR shall not be construed as a waiver or relinquishment by DISTRICT of rights created in favor of DISTRICT by Section 16 of this Easement, and the failure of GRANTOR to perform any act required by this Section 17 shall not impair the validity of this Easement or limit its enforceability in any way.

18. Warranty of Ownership. GRANTOR warrants that it is the owner in fee simple of the Property, and that on the date it executed this Easement the Property is not subject to any liens or deeds of trust.

19. Notices.

19.1 Method of Delivery. Except as otherwise expressly provided herein, all notices, (including requests, demands, approvals or communications) under this Easement shall be in writing and either served personally or sent by first class mail, postage prepaid, private courier or delivery service or telecopy addressed as follows:

To GRANTOR: Regional Parks Director
2300 County Center Drive, Suite 120A
Santa Rosa, CA 95403
(707) 565-2041 (phone)
(707) 579-8247 (fax)

To DISTRICT: General Manager
Sonoma County Agricultural Preservation and Open Space District
747 Mendocino Avenue, Suite 100
Santa Rosa, CA 95401
(707) 565-7360 (phone)
(707) 565-7359 (fax)

Or to such other address as such party from time to time may designate by written notice pursuant to this Section 19.

19.2 Effective Date of Notice. Notice shall be deemed given for all purposes as follows:

a) When mailed first class postage prepaid to the last address designated by the recipient pursuant to Section 19.1, notice is effective one business day following the date shown on the postmark of the envelope in which such notice is mailed or, in the event the postmark is not shown or available, then one business day following the date of mailing. A written declaration of mailing executed under penalty of perjury by the GRANTOR or DISTRICT or an officer or employee thereof shall be sufficient to constitute proof of mailing.

b) When sent by telex or fax to the last telex or fax number of the recipient known to the party giving notice, notice is effective on receipt as long as (i) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery or (ii) the receiving party delivers a written confirmation of receipt. Subject to the foregoing requirements, any notice given by telex or fax shall be considered to have been received on the next business day if it is received after 5 p.m. (recipient's time) or on a non-business day.

c) In all other instances, notice shall be deemed given at the time of actual delivery.

19.3 Refused or Undeliverable Notices. Any correctly addressed notice that is refused or undeliverable because of an act or omission of the party to be notified shall be considered to be effective as of the first date that the notice was refused or considered undeliverable by the postal authorities, messenger, or overnight delivery service.

20. Amendment. If circumstances arise under which an amendment or modification of this Easement would be appropriate, GRANTOR and DISTRICT shall be free to jointly amend this Easement, provided that any amendment shall be consistent with the Conservation Purpose of this Easement, shall ensure continued protection of the Conservation Values of the Property, shall not affect the Easement's perpetual duration and shall be consistent with Public Resources Code sections 5540 and 5540.6, and any successor statutes then in effect. Any such amendment shall be in writing, executed by GRANTOR and DISTRICT, and recorded in the Office of the Sonoma County Recorder.

21. No Forfeiture. Nothing contained in this Easement shall result in a forfeiture or reversion of GRANTOR's title in any respect.

22. Termination of Rights and Obligations. A party's rights and obligations under this Easement shall terminate upon transfer of the party's interest in the Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

23. Enforceable Restriction. This Easement and each and every term contained herein is intended for the benefit of the public and constitutes an enforceable restriction pursuant to the

provisions of Article XIII, section 8 of the California Constitution, California Public Resources Code section 5540, and California Revenue and Taxation Code section 421 et seq., or any successor constitutional provisions or statutes then in effect.

24. Applicable Law and Forum. This Easement shall be construed and interpreted according to the substantive law of California, excluding the law of conflicts. Any action to enforce the provisions of this Easement or for the breach thereof shall be brought and tried in the County of Sonoma.

25. DISTRICT's General Manager. Wherever used herein, the term DISTRICT's General Manager, and any pronoun used in place thereof, shall mean and include the General Manager of DISTRICT and his duly authorized representatives.

26. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to this Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to this Easement, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in a written amendment prepared, executed and recorded in accordance with Section 20.

27. Severability. In the event any provision of this Easement is determined by the appropriate court to be void and unenforceable, all remaining terms and conditions shall remain valid and binding. If the application of any provision of this Easement is found to be invalid or unenforceable as to any particular person or circumstance, the application of such provisions to persons or circumstances, other than those as to which it is found to be invalid, shall not be affected thereby.

28. Estoppel Certificates. DISTRICT shall, at any time during the existence of this Easement, upon not less than thirty (30) days' prior written notice from GRANTOR, execute and deliver to GRANTOR a statement in writing certifying that this Easement is unmodified and in full force and effect (or, if modified, stating the date of execution and date of recording of the respective amendment) and acknowledging that there is not, to DISTRICT's knowledge, any default by GRANTOR hereunder, or, if DISTRICT alleges a default by GRANTOR, specifying such default. DISTRICT's obligation to deliver the statement of certification is conditioned on GRANTOR's reimbursing DISTRICT for all costs and expenses reasonably and necessarily incurred in its preparation as determined by DISTRICT's General Manager.

29. No Liens, Encumbrances, or Conveyances. GRANTOR warrants that after it has executed this Easement, it will not record any lien, encumbrance, or otherwise convey any right, title, or interest in and to the Property until such time as this Easement has been accepted and recorded by DISTRICT.

30. Effective Date. This Easement shall be effective as of the date of its acceptance by DISTRICT pursuant to California Public Resources Code sections 5500 et seq.

IN WITNESS WHEREOF, GRANTOR and DISTRICT have executed this Easement this day of _____, 20__.

GRANTOR:

By: _____
Chair of the Board of Supervisors

DISTRICT:

SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE
DISTRICT

By: _____
President of the Board of Directors

ATTEST:

Clerk of the Board of Directors

**NOTE: ACKNOWLEDGMENTS MUST BE ATTACHED FOR ALL
SIGNATORIES.**

Exhibit A
Legal Description

DRAFT

Exhibit B
Uses Limitations and Reserved Rights
North Slope Sonoma Mountain

All activities, uses and improvements on the Property shall be subject to the provisions of this Exhibit B.

1. Use of Property. Use of the Property shall be limited to:
 - a. Natural resource protection, preservation, restoration and enhancement, undertaken in accordance with sound conservation practices.
 - b. Public outdoor recreation and education, including hiking, bicycling, horseback riding, nature study, non-motorized trail events, camping, and other recreational and educational uses of similar nature and intensity, subject to the following:
 - i. Camping shall occur only within the Primary Building Envelopes, the Walsh Building Envelope and the Environmental Camping Envelopes, all as designated in Exhibit C.
 - ii. Except as otherwise provided in subparagraph (e)(ii), below, trail and other public events, shall take place only within the Primary Building Envelopes, the Walsh Building Envelope or on trails constructed in accordance with this Easement. Events within the Walsh Building Envelope shall be limited as set forth in subparagraph (e)(ii).
 - c. Grazing of livestock, undertaken in accordance with sound agricultural practices.
 - d. Residential use, not to exceed three residences on the Property. All residences shall be located within the Primary Building Envelopes or the Walsh Building Envelope, as further set forth in Paragraph 4.
 - e. Commercial activities in connection with outdoor recreation, education, grazing, and residential use, including recreational concessions, overnight lodging, agricultural and residential leases, special events, and camping, subject to the following:
 - i. All structures and improvements associated with permitted commercial activities shall be located within the Primary Building Envelopes or the Walsh Building Envelope as further set forth in Paragraph 4.
 - ii. All special events, whether public or private, shall take place within the Primary Building Envelopes, the Walsh Building Envelope or on trails constructed in accordance with this Easement except as follows:
 1. Up to four daytime special events per calendar year may take place on the summit knoll on Walsh Ranch, outside the Walsh Building Envelope, the

Environmental Camping Envelope and off trail, as shown in Exhibit C. Such events shall be limited to no more than one hundred (100) people in attendance, not including event staff and service personnel.

2. Events within the Walsh Building Envelope shall be limited to no more than sixty (60) people in attendance, not including event staff and service personnel.

f. Operation of communication towers and associated facilities, provided that such towers and associated facilities shall be located within the Cell Tower Site designated in Exhibit C, in accordance with Paragraph 4.

g. All revenue generated from activities and uses on the Property shall be used toward the cost of operating and maintaining the Property, restoring and enhancing its natural resources, and/or toward the cost of recreation and/or educational programs that take place on the Property.

2. Protection of Conservation Values. Consistent with the Conservation Purpose of this Easement, all activities, uses and improvements on the Property shall be designed and undertaken in a manner that preserves and protects forever the Conservation Values identified in Section 2 of this Easement. Without limiting the generality of the foregoing:

a. Protection of Native Plant and Animal Species. No activity, use or improvement on the Property shall be designed or undertaken in a manner that causes or results in significant adverse impacts to any native plant or animal species identified in Section 2 of this Easement or identified under state or federal law as rare, endangered or threatened.

Without limiting the foregoing:

Native trees and vegetation shall not be removed or destroyed except as reasonably necessary (i) to control insects and disease; (ii) to prevent personal injury and property damage; (iii) for natural resource preservation, restoration and enhancement in accordance with sound conservation practices; (v) within permitted trail corridors and pathways; and (iv) within the footprint of permitted structures and improvements within the Primary Building Envelopes and Walsh Building Envelopes.

Native animals shall not be removed or destroyed except (i) under imminent threat to human life or safety; and (ii) as reasonably necessary to promote or sustain biodiversity in accordance with sound conservation practices and using selective control techniques consistent with the policies of the Sonoma County Agricultural Commissioner and other governmental entities having jurisdiction

b. Protection of Sensitive Habitat. No activity, use or improvement on the Property shall be designed or undertaken in a manner that causes or results in significant adverse impacts to any of the following sensitive biological habitats:

Redwood groves
Native grasslands
Native Oak woodlands
Native Bay forests
Vernal pools and wetlands, as defined under state or federal law
Perennial streams and their riparian corridors

c. Protection of Habitat Connectivity. No activity, use or improvement on the Property shall be designed or undertaken in a manner that causes or results in significant adverse impacts on wildlife corridors or materially interferes with the movement of native wildlife on or through the Property.

d. Protection of Soil and Water. No activity, use or improvement on the Property shall be undertaken in a manner that causes or results in significant soil degradation or pollution, or significant degradation or pollution of any surface or subsurface waters.

e. Protection of Scenic Values. No activity, use or improvement on the Property shall be designed or undertaken in a manner that causes or results in significant adverse impacts to the scenic values of the Property.

f. Protection of Public Outdoor Recreation. No activity, use or improvement on the Property shall be designed or undertaken in a manner that causes or results in significant disruption to the general public's use and enjoyment of the Property for low intensity public outdoor recreation and education, except as necessary for protection, preservation or enhancement of natural resources or for public health or safety.

3. District Approval. All activities, uses and improvements on the Property shall be subject to prior written approval of DISTRICT, as follows:

a. Trail Plan. On March 18, 2008, the DISTRICT's Board of Directors adopted the North Slope Sonoma Mountain Ridge Trail Plan ("Trail Plan") for the Property. All structures and improvements identified in the Trail Plan, and all improvements previously constructed by District in connection with that Plan, shall be permitted on the Property without further notice to or approval by DISTRICT required.

b. Master Plan. GRANTOR intends to develop and implement a comprehensive master plan for the Property ("Master Plan"). The Master Plan is subject to review and approval by DISTRICT in accordance with Section 6.1 of this Easement. DISTRICT's approval shall be based upon the Plan's consistency with the terms, conditions and Conservation Purpose of this Easement. Once the Master Plan is approved by DISTRICT, the activities, uses and improvements described therein shall be permitted on the Property without further notice to or approval by DISTRICT required. The Master Plan shall not be implemented on the Property until it has been approved by DISTRICT.

c. Amendments and Updates. The Trail Plan and Master Plan may each be amended, revised or updated from time to time, provided that such amendment, revision or

update (“Revision”) shall be subject to DISTRICT’s approval in accordance with Section 6.1 of this Easement. DISTRICT’s approval shall be based upon the Revision’s consistency with the terms, conditions and Conservation Purpose of this Easement. Once the Revision is approved by DISTRICT, the activities, uses and improvements described therein shall be permitted on the Property without further notice to or approval by DISTRICT required. Revisions shall not be implemented on the Property until they have been approved by DISTRICT.

d. Uses Not Specified in a Plan. For activities, uses and improvements not described in the Trail Plan or a Master Plan approved by the DISTRICT, GRANTOR shall follow the procedures set forth in Section 6.2 of this Easement to obtain DISTRICT approval. Such activities, uses and improvements shall not be initiated until such approval is obtained.

4. Development Envelopes. The Primary Building Envelopes, the Walsh Building Envelope, the Environmental Camping Envelopes and the Cell Tower Site (collectively “the Development Envelopes”) are as designated in Exhibit C.

a. Primary Building Envelopes. All development rights within the Primary Building Envelopes are extinguished except as follows:

i. Within the Primary Building Envelopes, GRANTOR reserves the right to construct, reconstruct, place and maintain the following:

1. Up to three residences, and related accessory structures, provided however, that, at no time, shall there be more than a total of three residences on the Property as a whole, including those located within the Primary Building Envelopes and within the Walsh Building Envelope.

2. Structures and improvements associated with outdoor recreation and education and related commercial activities permitted under this Easement, including group picnicking facilities, camping facilities, play courses, educational facilities, concession stands, overnight lodging facilities, water fountains, restrooms, trails and similar recreational and educational structures and improvements.

3. Structures and improvements accessory to permitted agricultural uses, including barns, corrals and equipment storage facilities and similar agricultural structures and improvements.

4. Roadways and parking lots to serve permitted uses and activities on the Property.

5. Utilities to serve permitted uses and activities on the Property.

6. Utilities to serve existing easements of record as of the date of recordation of this Easement.

7. Other structures related to permitted uses, consistent with the Conservation Purpose of this Easement.

ii. Enclosed structures (enclosed on at least three sides by fabric or solid walls) within the Primary Building Envelopes shall not, at any time, cumulatively exceed 23,300 square feet. Personal tents brought by visitors to the Property shall not be subject to the limitations of this subsection (ii).

iii. All structures and improvements within the Primary Building Envelopes shall be subject to DISTRICT approval pursuant to Paragraph 3 of this Exhibit B.

b. Walsh Building Envelope. All development rights within the Walsh Building Envelope are extinguished except as follows:

i. Within the Walsh Building Envelope, GRANTOR reserves the right to construct, reconstruct, place and maintain the following:

1. Up to one ranger / caretaker residence, and related accessory structures, provided however, that, at no time, shall there be more than a total of three residences of any kind on the Property as a whole, including those located within the Primary Building Envelopes and within the Walsh Building Envelope.

2. Camping facilities, picnic tables, water fountains, restrooms, trails and similar structures and improvements associated with low-intensity public outdoor recreation and education.

3. Overnight lodging facilities including tent cabins, bunkhouses, huts, and similar structures, cumulatively to support overnight use for up to 35 people.

4. Utilities to serve permitted uses and activities on the Property.

5. Utilities to serve existing easements of record as of the date of recordation of this Easement.

ii. Enclosed structures (enclosed on at least three sides by fabric or solid walls) within the Walsh Building Envelope shall not, at any time, cumulatively exceed 3,000 square feet. Personal tents brought by visitors to the Property shall not be subject to the limitations of this subsection (ii).

iii. All structures and improvements within the Walsh Building Envelope shall be subject to DISTRICT approval pursuant to Paragraph 3 of this Exhibit B.

c. Environmental Camping Envelopes. All development rights within the Environmental Camping Envelopes are extinguished except as follows:

i. Within the Environmental Camping Envelopes, GRANTOR reserves the right to construct, reconstruct, place and maintain six primitive camp sites, each of which may include two tent sites, a picnic table, food locker, and similar improvements associated with hike-in, low-impact environmental camping.

ii. All improvements within the Environmental Camping Envelopes shall be subject to District approval pursuant to Paragraph 3 of this Exhibit B.

d. Cell Tower Site. All development rights within the Cell Tower Site are extinguished except as follows:

i. Within the Cell Tower Site, GRANTOR reserves the right to reconstruct, replace and maintain up to three communication towers, together with related foundations, utility lines, transmission lines, storage facilities and other equipment and structures accessory to the maintenance and operation of such towers.

ii. Improvements within the Cell Tower Site shall be subject to District approval pursuant to Paragraph 3 of this Exhibit B.

e. Lands Outside the Development Envelopes (Forever Wild Area). All development rights on lands outside the designated Development Envelopes are extinguished except as follows:

i. On lands outside the Development Envelopes, GRANTOR reserves the right to construct, reconstruct, place and maintain the following:

1. Trails, benches, water troughs, individual picnic tables, and similar minor improvements associated with low-intensity public outdoor recreation and education.

2. Water and septic utilities to serve permitted uses on the Property, but only to the extent that such utilities cannot reasonably be placed within either the Primary Building Envelopes or the Walsh Building Envelope.

3. Utilities to serve existing easements of record as of the date of recordation of this Easement.

4. Roadways to provide access to the Primary Building Envelopes, the Walsh Building Envelope or the Cell Tower Site from public roads.

5. GRANTOR may maintain and use roadways existing on the Property as of the date of this Easement for property management, agricultural uses and emergency access.

ii. There shall be no lighting placed outside the Development Envelopes except wayfinding lighting along roadways leading from public roads to the Primary Building Envelopes.

iii. There shall be no amplification of sound outside the Development Envelopes except as reasonably necessary in association with the four daytime special events permitted on the summit knoll on Walsh Ranch under Section 1.e.ii.

iv. All improvements outside the Development Envelopes shall be subject to District approval pursuant to Paragraph 3 of this Exhibit B.

DRAFT

Exhibit C
Project Structure Map

DRAFT

RECORDING REQUESTED BY AND RETURN TO:

Clerk of the Board of Directors
Sonoma County Agricultural
Preservation and Open Space District
575 Administration Drive, Room 102A
Santa Rosa, CA 95403

Free recording per Government Code Section 6103

NORTH SONOMA MOUNTAIN
RECREATION CONSERVATION COVENANT
(California Civil Code §§815 *et seq.*)

THIS AGREEMENT is entered into by and between the Sonoma County Agricultural Preservation and Open Space District (“the District”) and the County of Sonoma, a political subdivision of the State of California, its successors and assigns and those claiming under it (“the Owner”) pursuant to Government Code section 5540.6.

Recitals

A. The District was formed for the purpose of preserving open space in the County of Sonoma and is funded by a voter-approved sales tax, the expenditure of which is directed and limited by the Sonoma County Agricultural Preservation & Open Space 2006 Expenditure Plan (“the 2006 Expenditure Plan” or “the Plan”) adopted as part of the Sonoma County Open Space, Clean Water and Farmland Protection Measure (Sonoma County Ordinance No. 5677R).

B. Among the categories of open space identified for protection in the 2006 Expenditure Plan are “fee interests for outdoor public recreation where the public use would not be inconsistent with the open space designations” listed in the Plan. In accordance with this requirement, the District acquired the fee interest in a set of properties, which, in their aggregate, are commonly known as the North Sonoma Mountain properties. These properties, located in

the unincorporated area of Sonoma County, are more particularly described in Exhibit “A,” attached hereto and incorporated herein by this reference (“the Property”).

C. In a companion transaction of even date, the District has transferred fee interest in the Property to the Owner pursuant to Public Resources Code section 5540.6.

D. On March 18, 2008, the District’s Board of Directors approved that certain plan entitled North Slope Sonoma Mountain Ridge Trail Plan (the “Trail Plan”) and the Initial Study/Proposed Mitigated Negative Declaration North Slope Sonoma Mountain Ridge Trail Project. On August 14, 2012, the Board of Directors approved the Addendum to Initial Study and Mitigated Negative Declaration for the North Slope Sonoma Mountain Ridge Trail Project Adopted on March 18, 2008 (the “Addendum”), which addressed certain minor modifications to the trail alignment set forth in the Trail Plan. The Trail Plan, as modified, indicates the nature of the recreational trail system of the Property anticipated by the parties. The Trail Plan was designed to ensure that the recreational use of the Property would be consistent with the Property’s non-recreational open space values, including its natural resources, scenic resources and agricultural values.

E. In a companion transaction of even date, the Owner has conveyed a conservation easement (the “Conservation Easement”) to the District generally limiting the use of the Property to natural resource preservation, limited agriculture, residential uses and low-intensity public outdoor recreation consistent with identified open space values. This Covenant is intended to complement the Conservation Easement by assuring the continued and perpetual recreational use of the Property consistent with the Conservation Easement.

E. In companion transactions of even date, the Owner has granted to the District and its assignees an irrevocable offer of dedication of the fee interest in the Property to secure the Owner’s performance under this Covenant (the “Irrevocable Offer of Dedication”).

Agreement

FOR VALUABLE CONSIDERATION, the Owner hereby undertakes the following obligations for the benefit of the District:

1. *The Covenant.* The Owner hereby conveys to the District a recreation conservation covenant (“Covenant”) within the meaning of Restatement Third, Property (Servitudes) §1.6(1) and pursuant to the authority of Civil Code §§815 *et seq.* and the common law of California, to assure that the Property will be continuously used, maintained and operated by the Owner and its successors in interest as a public park and open space preserve in perpetuity, available to the public for low-intensity public outdoor recreation and educational uses in a manner consistent with the Conservation Easement and the provisions herein.

2. *Obligation to Provide Low-Intensity Public Outdoor Recreation and Educational Uses.*

A. The Owner hereby agrees to use, operate and maintain the Property as a public park and open space preserve in perpetuity, available to the public for low-intensity outdoor public recreation and educational uses in a manner consistent with the Conservation Easement and the provisions herein. Such use, operation, and maintenance of the Property as a public park and open space preserve shall commence no later than sixty (60) days from the date of final completion of the new vehicular access bridge over Matanzas Creek and shall include, at a minimum, general availability of the Property for public hiking, picnicking and nature study no less than six hours per day, seven days per week, except as otherwise provided in Section 5.6 of the Conservation Easement (Public Access Limitations).

B. The Owner shall not engage in activities that impede public access to or public use of the Property for low-intensity outdoor public recreation and educational uses pursuant to this Covenant, except as otherwise provided in Section 5.6 of the Conservation

Easement (Public Access Limitations).

C. The Owner's use, operation and maintenance of the Property for low-intensity outdoor public recreation and educational uses shall be consistent with the Trail Plan. The Trail Plan may be amended or revised from time to time, provided that any such amendment or revision shall be subject to the District's approval, in accordance with the procedures and standards set forth in Sections 5.1.6, 5.1.7 and 6.1 of the Conservation Easement. If a master plan is prepared and approved pursuant to Sections 5.1.7 and 6.1 of the Conservation Easement, the Owner's use, operation and maintenance of the Property as a public park and open space preserve shall be in accordance with such master plan.

D. The Owner shall place and maintain one entry sign at the primary access point off Sonoma Mountain Road and a minimum of one trailhead sign at every staging area, each recognizing the District's contribution. The design of such signs shall be consistent with the Hybrid Sign Graphics Style Guide ("Style Guide") dated November 9, 2012, available at the District office. The Style Guide may be amended or revised from time to time, with consent of the District and the Owner.

3. *Enforcement.*

A. In the event of an uncured breach by the Owner of any of its obligations under this Covenant, the District may: (1) institute a suit for specific performance or other equitable relief; (2) institute a suit to recover damages; (3) accept the Irrevocable Offer of Dedication; or (4) pursue any combination of the foregoing.

B. Prior to taking any action under Paragraph 3.A, the District shall provide the Owner with a notice to cure ("Notice"). The Notice shall be a written notification generally describing the condition or event claimed by the District to be a breach of the Owner's obligations that is either mailed or otherwise delivered by the District to the Owner. The Notice

shall include a reasonable period in which the breach must be cured to the reasonable satisfaction of the District. The remedies provided by Paragraph 3.A shall be available to the District immediately upon expiration of the cure period.

C. Enforcement of the obligations created by this Covenant shall be at the sole discretion of the District. Any forbearance by the District to exercise its rights under this Covenant shall not be deemed or construed to be a waiver or forfeiture by the District.

D. The actual damages incurred by the District and allowed by Civil Code section 815.7(c) resulting from the Owner's breach of the obligations imposed by this Covenant are uncertain and would be impractical or extremely difficult to measure. Accordingly, the parties agree that the District's damages shall be measured by the fair market value of the Property, unencumbered and without regard to the Conservation Easement or this Covenant, multiplied by the length of time in years, including fractions thereof, during which the breach remains uncured after Notice has been given by the District pursuant to Paragraph 3.B, multiplied by the then current annual interest rate for post judgment interest, provided however, that:

(i) No action for liquidated damages under this Paragraph D shall be filed without the consent of the District's Board of Directors; and

(ii) No liquidated damages shall be assessed during any period for which the Owner's governing body has, based upon substantial evidence, declared a fiscal emergency rendering it financially unable to perform its obligations under this Covenant; and

(iii) In no case shall liquidated damages exceed Two-Million Dollars (\$2,000,000) for any single breach. The Owner's liability for damages is discharged if the Owner cures the breach within the time specified in the District's Notice.

E. The remedies set forth in this Paragraph 3 are in addition to and not intended to displace any other remedy available to either party as provided by this Covenant, the Conservation Easement, Civil Code Sections 815 *et seq.*, the common law or any other applicable local, state or federal law.

F. Nothing contained in this Paragraph 3 shall be construed to entitle the District to bring any action against the Owner for any failure to perform resulting from causes beyond the Owner's control, including, without limitation, wildfire, flood, storm, and earth movement, or from any prudent action taken by the Owner under emergency conditions to prevent, abate, or mitigate a failure to perform resulting from such causes so long as such action, to the extent that the Owner has control, is designed and carried out in such a way as to further the purpose of this Covenant.

4. *Fee Transfers; Approval of Grantees.* No sale or transfer of the fee interest in the Property may occur without (a) the consent of a majority of the voters of the County of Sonoma at an election called and conducted by the Board of Directors of the District, and (b) the District's determination that the prospective buyer or transferee of such interest is reasonably qualified to perform the obligations created by this Covenant and the Conservation Easement. Neither the District's call of election nor its determination and consent shall be unreasonably withheld. A failure to comply with these requirements is a material breach of this Covenant subject to the remedies set forth in Paragraph 3.

5. *Third Party Beneficiaries.* The District and the Owner do not intend and this Covenant shall not be construed to create any rights in third parties.

6. *Integration.* This Agreement is the final and complete expression of the agreement between the parties and any and all prior or contemporaneous agreements written or oral have

been merged into this written instrument, other than the Conservation Easement which remains in full force and effect.

7. *Inspection.* The District may, within its sole discretion and from time to time, inspect the Property to determine if the Owner is in compliance with this Covenant.

8. *Covenant to Bind Successors.* This Covenant shall be a burden upon and shall continue as a restrictive covenant and equitable servitude running in perpetuity with the Property and shall bind the Owner and its successors in interest, including but not limited to purchasers at tax sales, assigns, and all persons claiming under them forever. The parties intend that this Covenant shall benefit and burden, as the case may be, their respective successors, assigns, heirs, executors, administrators, agents, officers, employees, and all other persons claiming by or through them pursuant to the common and statutory law of the State of California. Further, the parties agree and intend that this Covenant creates an easement encompassed within the meaning of the phrase “easements constituting servitudes upon or burdens to the property,” and irrevocable offers of dedication encompassed within the meaning of the phrase “unaccepted, recorded, irrevocable offers of dedication,” as those phrases are used in California Revenue & Taxation Code section 3712(d) and (e), or any successor statute then in effect, such that a purchaser at a tax sale will take title to the Property subject to this Covenant.

IN WITNESS WHEREOF, OWNER and DISTRICT have executed this Covenant this _____ day of _____, 2014.

OWNER:
COUNTY OF SONOMA

By: _____
David Rabbitt
Chair of the Board of Supervisors

DISTRICT:
SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT

By: _____
David Rabbitt
President of the Board of Directors

ATTEST:

Clerk of the Board of Directors/Supervisors

NOTE: ACKNOWLEDGMENTS MUST BE ATTACHED FOR ALL SIGNATORIES.

Exhibit A
Property Legal Description

Attachment 8

IRREVOCABLE OFFER OF DEDICATION (Public Resources Code §5565.5)

FOR VALUABLE CONSIDERATION, the County of Sonoma (“County”) hereby grants and makes to the Sonoma County Agricultural Preservation and Open Space District (“District”) an irrevocable offer of dedication of the fee interest in the real property (“the Property”) that is located in _____ and is more particularly described in Exhibit “A” attached hereto and incorporated herein as though fully set forth. This offer may be accepted by the District at any time that its Board of Directors determines, in its sole discretion, that there exists an uncured material breach of that certain North Sonoma Mountain Recreation Covenant entered into by and between the County and District recorded with the Sonoma County Recorder on _____ [Date] as Instrument No. _____.

This Irrevocable Offer of Dedication shall run with the land and shall be binding upon the Owner and all assigns, grantees, successors, transferees and/or heirs of the Owner.

[THIS AREA IS LEFT BLANK INTENTIONALLY.]

IN WITNESS WHEREOF, County has executed this Irrevocable Offer of Dedication this _____ day of _____, 2014.

OWNER: County of Sonoma

By: _____
Chair of the Board

ATTEST:

Clerk of the Board

NOTE: ACKNOWLEDGMENTS MUST BE ATTACHED FOR ALL SIGNATORIES.

Exhibit A: Legal Description

Attachment 9

RECORDING REQUESTED BY:
Fidelity National Title Company
Order No.: FSNX-7051400288

When Recorded Mail Document To:
County of Sonoma

APN/Parcel ID(s): 049-030-097
136-190-012
136-190-014
136-190-003
136-190-008
136-190-015
136-190-016
055-130-009

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

The undersigned grantor(s) declare(s)

This transfer is exempt from the documentary transfer tax.
"The grantee is the United States or an agency or instrumentality thereof, a state or territory, or political subdivision thereof, R & T 11922."

The documentary transfer tax is \$_____ and is computed on:
 the full value of the interest or property conveyed.
 the full value less the liens or encumbrances remaining thereon at the time of sale.

The property is located in the City of Santa Rosa.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Sonoma County Agricultural Preservation and Open Space District

hereby GRANT(S) to County of Sonoma, a political subdivision of the State of California

the following described real property in the City of Santa Rosa, County of Sonoma, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

RESERVING THEREFROM EASEMENTS FOR CONSERVATION PURPOSES AS FURTHER DESCRIBED AND DEFINED IN THOSE CERTAIN "DEED AND AGREEMENT BY AND BETWEEN THE COUNTY OF SONOMA AND THE SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT CONVEYING A CONSERVATION EASEMENT AND ASSIGNING DEVELOPMENT RIGHTS" AND "AND RECREATION COVENANT" RECORDED CONCURRENTLY HEREWITH.

MAIL TAX STATEMENTS AS DIRECTED ABOVE

GRANT DEED

(continued)

APN/Parcel ID(s): 049-030-097
136-190-012
136-190-014
136-190-003
136-190-008
136-190-015
136-190-016
055-130-009

Dated: July 9, 2014

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Sonoma County Agricultural Preservation and Open Space District

BY: _____
Name:
Title:

State of California

County of _____

On _____ before me, _____, Notary Public, personally appeared _____, 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.

Signature

(Seal)

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 049-030-097, 136-190-012, 136-190-014, 136-190-003, 136-190-008, 136-190-015, 136-190-016 and 055-130-009

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SANTA ROSA, COUNTY OF SONOMA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

TRACT ONE:

Parcel One:

The Southwest quarter of Section 14, Township 6 North, Range 7 West, Mount Diablo Base & Meridian.

Excepting therefrom any portion thereof conveyed by Quitclaim Deed recorded under Recorder's Document No. 80-23872, Sonoma County Records.

Parcel Two:

Commencing at the Southwest corner of the Northwest quarter of Section 14, in Township 6 North, of Range 7 West, Mount Diablo Base & Meridian; thence North along the West line of said quarter Section 20 chains, more or less, to the County Road leading from Sonoma to Petaluma through Bennett Valley; thence Easterly along said road 18 feet; thence South 20 chains, more or less, to the South line of said quarter Section; thence West 18 feet to the point of commencement being a portion of the Northwest quarter of Section 14, Township 6 North, Range 7 West.

Parcel Three:

Commencing at the Southwest corner of the Southwest quarter of the Northwest quarter of Section 14, Township 6 North, Range 7 West, Mount Diablo Base & Meridian; thence running East along the South line of said quarter Section 225 feet to a point; thence Northwesterly in a straight line to a point on the West line of said quarter Section, distant 225 feet North of the Place of commencing; thence South along the West line of said quarter Section, 225 feet to the place of commencement.

Excepting therefrom, however, that portion thereof included within the boundaries of Parcel Two hereinabove described.

Parcel Four:

An easement for roadway and access purposes as created in that certain agreement executed by and between Beatrice Catey Armstrong and Floyd W. Bartlett and Margaret Bartlett, his wife, recorded September 5, 1963 in Book 1985 at Page 631, Series No. H-54039 and "Deed of Easement" recorded August 13, 2003 Series No. 03-169337 and as shown on Parcel Map No. 5357, recorded September 12, 1997 in Book 258 of Maps at Pages 3 and 4, Sonoma County Records, being a strip of land Thirty-two feet in width over a portion of the lands of Gary W. Russey as described in Deed under Document Number 1987-098055, Sonoma County Records and the lands of Harvey E. Eckhart as Trustees of The Harvey E. Eckhart and Esther H. Eckhart Revocable Trust dated July 7, 1998 as described in Deed under Document Number 1998-0080375, Sonoma County Records; also being portions of Parcels 1 and 2 as shown on Parcel Map No. 5357 filed in Book 258 of Maps at Page 3, Sonoma County Records; being more particularly described as follows:

Beginning at a found one-half inch iron pipe tagged R. C. E. 9858 on the Northerly line of said Parcel 1 from which the Northeasterly corner of said Parcel 1 bears North 64 ° 30' 46" East, 36.09 feet; thence South 02 ° 03' 00" West, 1,182.62 feet; thence South 87 ° 57' 00" East, 32.00 feet to the Easterly line of said Parcel 2; thence along the Easterly line of said Parcel 2 and said Parcel 1 North 02 ° 03' 00" East, 1191.31 feet to the Northeasterly corner of said Parcel 1; thence along the Northerly line of said Parcel 1 South 64 ° 30' 46" West, 36.09 feet to the point of beginning.

Basis of bearing of this description is the abovementioned Parcel Map.

EXHIBIT "A"
Legal Description

Parcel Five:

Any portion of that property conveyed to John P. Sibbald, Eileen Sibbald and E. Kent Sibbald by Deed recorded in Book 2091 of Official Records, Page 114, Book 3561 of Official Records, Page 223, Book 3562 of Official Records, Page 34, and Book 3562 of Official Records, Page 35, Sonoma County Records, lying Easterly of the following described line segment:

Beginning at a found 1/2" iron pipe, untagged, at the Southeast corner of Parcel 2, Parcel Map No. 5357, recorded in Book 258 of Maps, Pages 3 and 4; thence South 01 ° 10' 50" West, 922.99 feet to a set iron pipe and South 00 ° 18' 20" West, 1709.91 feet to a set iron pipe at fence corner and the point of termination.

Parcel Six:

Beginning at an angle point in the Southern line of that parcel of land conveyed from Hubert H. Wheeler and wife to Richard R. Mow and June A. Mow, his wife by Deed dated February 14, 1947 and recorded March 1, 1947 in the Office of the Sonoma County Recorder under said Recorder's Serial No. C38629, said angle point being also the Southeastern corner of Parcel Three in the Deed to William J. Jacobs and Ruth M. Jacobs, his wife dated November 4, 1983 and recorded November 29, 1983 in the Office of the Sonoma County Recorder under said Recorder's Document No. 83079955; thence Easterly along the common line of said Jacobs and Mow, 435 feet, more or less to corner common to said Jacobs, Mow and John E. Black, as said corner was established by Boundary Line Agreement recorded in the Office of the Sonoma County Recorder under said Recorder's Serial No. K27707; (said corner also being shown as the Southwestern corner of the John E. Black property on that Record of Survey Map recorded April 21, 1967 in the Office of the Sonoma County Recorder in Book 117 of Maps, at Page 46); thence North 1 ° 23' 40" East, and along the common boundary line so established between Mow and Black by said Agreement referred to as K27707, 340 feet; more or less to the intersection of said line with centerline of Metanzas Creek; thence following the meanderings of said Creek centerline, in a Westerly direction to the intersection of said creek centerline with the Western line of the said Mow parcel (C38629), being also the Eastern line of Parcel Two as set forth in the Jacobs Deed (83079955); thence Southerly, along the last mentioned division line between Mow and Jacobs, 425 feet, more or less to the Northernmost corner of said Parcel Three of said Jacobs Deed (83079955); thence Southeasterly along the Northeastern line of said Parcel Three to the point of beginning.

APN: 049-030-097

TRACT TWO: Pursuant to Lot Line Adjustment 03-0077

Being a portion of the lands of Daniel C. Skiles and Martha J. Skiles as described in that Grant Deed recorded under Document No. 1993-165997, Official Records of the County of Sonoma, particularly described as follows:

Commencing at a one-half inch diameter iron pipe tagged "LS 6149" marking the Southwesterly corner of the building envelope as shown on that Record of Survey filed in Book 605 of Maps at Page 11, Sonoma County Records;

Thence along the South line of said building envelope South 70 ° 40' 00" East 240.98 feet to a one-half inch diameter iron pipe tagged "LS 6149" according to said Record of Survey;

Thence leaving said South line 40 ° 59' 04" East 935.69 feet to a one-half inch diameter iron pipe tagged "LS 6149" marking the True Point of Beginning;

Thence South 82 ° 30' 00" East 10.00 feet to a wire fence;

Thence along said wire fence South 00 ° 13' 26" East 595.78 feet;

Thence South 89 ° 44' 19" West along a wire fence 2643.28 feet to a North-South wire fence;

EXHIBIT "A"
Legal Description

Thence North 00 ° 21' 14" East along said wire fence 954.75 feet;

Thence leaving said wire fence South 82 ° 30' 00" East 10.00 feet to a one-half inch diameter iron pipe tagged "LS 6149" from which a one-half inch diameter iron pipe tagged "LS 2798" marking the North quarter corner of Section 24 T. 6 N., R. 7W, MDM as shown on that Record of Survey filed in Book 112 of Maps at Page 28 bears North 01 ° 23' 18" West 385.91 feet;

Thence South 82 ° 30' 00" East 2637.77 feet to the True Point of Beginning.

APN 136-190-012

TRACT THREE: Pursuant to Lot Line Adjustment 04-0062

Lying within Section 24, Township 6 North, Range 7 West, Mount Diablo Base and meridian and being a portion of the lands of Wilroth, a partnership, a California corporation, a described by Deed recorded under Document Number 80-028520, Official Records of Sonoma County, also being a portion of the "PARCEL TO BE CONVEYED", as shown on that Record of Survey filed in Book 112 of Maps, Page 28, Sonoma County Records, described as follows:

Beginning at the Northeast corner of said lands of Wilroth, said corner also being the one quarter corner of Sections 24 and 13, being marked by a found one half inch iron pipe tagged LS 2798 as shown on that Record of Survey filed in Book 112 of Maps, Page 28, Sonoma County Records;

Thence along the East line of the lands of Wilroth South 00 ° 04' 13" West, 757.42 (Deed=South 0 ° 04' 59" West) to a set one half inch iron pipe tagged LS 7237;

Thence leaving said East line and parallel with the North line of said lands of Wilroth South 88 ° 27' 43" West, 639.24 feet to a set one half inch iron pipe tagged LS 7237;

Thence North 01 ° 32' 17" West, 757.12 feet to a set one inch iron pipe tagged LS 7237 on the North line of the lands of Wilroth, said North line being coincident with the North line of said Section 24;

Thence along the North line of the said lands of Wilroth, North 88 ° 27' 43" East 660.50 feet, to the **Point of Beginning**.

APN: 136-190-014

TRACT FOUR:

The land referred to herein is situated in the State of California, County of Sonoma, Unincorporated Area, and is described as follows:

Parcel One:

South 1/2 of Southeast 1/4 of Section 24, Township 6 North, Range 7 West, and Lots 1 and 2, of Section 25, Township 6 North, Range 7 West, Mount Diablo Base and Meridian.

Saving and excepting therefrom any portion thereof lying within the bounds of the Petaluma Rancho.

APN: 136-190-016 and 136-190-003

Parcel Two:

EXHIBIT "A"
Legal Description

South 1/2 of the Northeast 1/4 and the North 1/2 of the Southeast 1/4 of Section 24, Township 6 North, Range 7 West, Mount Diablo Base and Meridian.

Assessor's Parcel Numbers: 136-190-008 and 136-190-015

Parcel Three:

An easement for right of way for pass and re-pass on foot or with animals, vehicles, loads, or otherwise through, over and upon the following real property, as conveyed in Grant of Easement recorded January 17, 1961 in Book 1803, Page 505, Sonoma County Records, more particularly described as follows:

Being a portion of Section 25 Township 6 North, Range 7 West, Mount Diablo Meridian and a portion of the lands of Charlotte A. Anderson, et al, as recorded in Book 367, Official Records Page 255, Sonoma County Records and being more particularly described as follows:

Beginning at a point in a rock fence in the Easterly line of the above said lands of Charlotte A. Anderson, et al, from which the Section corner of Section 24 and 25, T. 6 N, R. 7 W., M.D.M. and Sections 19 and 20 T. 6 N, R.6 W., M.D.M., bears N. 52° 26' 15" E., a distance of 2514.15 feet; thence S. 35° 27' W. along said Easterly line of Anderson 2601.45 feet more or less to a point in the fence marking the Northerly right of way of Sonoma Mountain Road; thence Northwesterly along said Northerly right of way 40.00 feet measured perpendicular to the Easterly line of the lands of Anderson; thence N. 35° 27' E. 40.00 feet from and parallel to said Easterly line of Anderson to a point in the fence dividing the said lands of Anderson and the lands of John L. Stevenson, as recorded in Book 713, Official Records, Page 137, Sonoma County Records; thence Southerly along said fence to the point of beginning.

TRACT FIVE:

Parcel One:

Being a portion of the East 1/2 of Section 14, Township 6 North, Range 7 West, M.D.B. & M. and being more particularly described as follows:

Beginning at a 2 inch iron pipe found at the common corner to Sections 13, 14, 23 and 24, Township 6 North, Range 7 West, M. D. B. & M.; thence from said to the point of beginning and along the line common to Sections 13 and 14, North 0° 29' 05" East, 2,628.00 feet to a 20 inch oak tree, said tree being the 1/4 corner common to Sections 13 and 14; thence continuing along said line common to said Sections 13 and 14, North 0° 36' 57" East, 496.74 feet to a point in the centerline of the existing pavement of Sonoma Mountain Road from which point a 1 inch iron belt found bears South 0° 36' 57" West, 4.63 feet; thence along said centerline of Sonoma Mountain Road the following courses: North 29° 45' 50" West, 88.85 feet; thence curving to the right with a radius of 825.00 feet, through a central angle of 6° 54' 40" for a distance of 99.51 feet; thence North 22° 51' 10" West, 52.19 feet; thence on a curve to the left with a radius of 270.68 feet, through a central angle of 42° 47' 20" for a distance of 202.15 feet; thence continuing curving to the left from a tangent that bears North 65° 38' 30" West with a radius of 230.00 feet, through a central angle of 22° 20' 10" for a distance of 89.66 feet; thence North 87° 58' 40" west, 101.08 feet; thence on a curve to the right with a radius of 190.00 feet, through a central angle of 32° 27' 50" for a distance of 107.65 feet; thence North 55° 30' 50" West 14.78 feet; thence on a curve to the left with a radius of 175.00 feet, through a central angle of 21° 01' 20" for a distance of 64.21 feet; thence North 76° 32' 10" West, 46.23 feet; thence on a curve to the right with a radius of 261.61 feet, through a central angle of 22° 04' 30" for a distance of 100.79 feet; thence on a curve to the left from a tangent that bears North 54° 27' 40" West, with a radius of 225.00 feet, through a central angle of 10° 45' 10" for a distance of 42.23 feet; thence curving to the right from a tangent that bears North 65° 12' 50" West with a radius of 124.80 feet, through a central angle of 35° 04' 30" for a distance of 76.40 feet; thence North 30° 08' 20" West, 11.54 feet; thence on a curve to the left with a radius of 180.00 feet, through a central angle of 16° 59' 50" for a distance of 53.40 feet; thence North 47° 08' 10" West, 18.32 feet; thence on a curve to the right with a radius of 100.00 feet through a central angle of 44° 46' 40" for a distance of 78.15 feet to Point "A"; thence on a curve to the left from a tangent that bears North 2° 31' 30" West with a radius of 237.50 feet, through a central angle of 28° 16' 10" for a distance of 117.18 feet; thence North 30° 37' 40" West, 81.14

EXHIBIT "A"
Legal Description

feet; thence on a curve to the left with a radius of 320.00 feet, through a central angle of 53 ° 38' for a distance of 299.55 feet; thence North 84 ° 15' 40" West, 129.19 feet; thence on a curve to the right with a radius of 235.00 feet through a central angle of 46 ° 23' 50" for a distance of 190.30 feet; thence North 37 ° 51' 50" West, 181.6 feet; thence on a curve to the left with a radius of 365.00 feet through a central angle of 23 ° 47' 20" for a distance of 151.55 feet; thence on a curve to the right from a tangent that bears North 61 ° 39' 10" West with a radius of 543.73 feet; through a central angle of 10 ° 12' 10" for a distance of 96.82 feet; thence North 51 ° 27' West, 88.56 feet; thence on a curve to the left with a radius of 215.00 feet, through a central angle of 40 ° 55' 50" for a distance of 153.59 feet; thence South 87 ° 37' 10" West, 96.87 feet to a 1 inch bolt; thence continuing South 87 ° 37' 10" West, 115.89 feet to a 1 inch bolt; thence South 82 ° 21' 10" West, 213.99 feet to a 1 inch bolt; thence South 64 ° 56' 10" West, 245.84 feet, more or less, to a point in the West line of Picher; thence leaving said Sonoma Mountain Road and along said West line in a Southerly direction 4,410.22 feet, more or less, to the Southwest corner of said lands of Picher; thence along the South boundary of said land North 89 ° 38' 10" East, 2,607.25 feet more or less to the point of beginning.

Excepting therefrom the following described parcels:

Lying within the East 1/2 of Section 14, Township 6 North, Range 7 West, M. D. B. & M. and being more particularly described as follows:

(A) Commencing at a 1/2 iron pipe at the most Westerly corner of that 16.0 acre exception as described in that Deed recorded December 29, 1961 in Book 1864 of Official Records, Page 477 under Recorder's Serial No. G-76102, Sonoma County Records; thence along the Easterly edge of a 50.0 foot right of way, as described in said Deed, the following courses: South 37 ° 01' 20" East, 195.48 feet; thence South 7 ° 44' 50" East, 101.93 feet; thence South 42 ° 06' 50" East, 156.96 feet; thence North 79 ° 32' 40" East, 114.40 feet; thence South 78 ° 13' 50" East, 113.42 feet to a 1/2 inch iron pipe; thence South 60 ° 26' East, 67.36 feet; thence South 53 ° 33' 30" East, 55.43 feet; thence South 32 ° 12' 20" East, 81.28 feet; thence South 15 ° 22' East, 62.59 feet; thence South 0 ° 55' 30" West, 108.22 feet to a 1/2 iron pipe; thence South 5 ° 36' 10" East, 66.56 feet; thence South 3 ° 35' 30" East, 64.48 feet; thence South 1 ° 53' 50" West, 58.04 feet; thence South 4 ° 31' East, 63.46 feet to a 1/2 inch iron pipe; thence leaving the Easterly edge of said right of way North 89 ° 55' 10" East, 25.00 feet to a 1/2 inch iron pipe; thence continuing North 89 ° 55' 10" East, 165.00 feet to a 1/2 inch iron pipe; thence South 43 ° 27' 40" East, 284.42 feet to the point of beginning of the parcel of land to be herein described; thence from said point of beginning continuing South 43 ° 27' 40" East, 65.00 feet; thence North 46 ° 32' 20" East, 100.00 feet; thence South 43 ° 27' 40" East, 515.00 feet; thence South 46 ° 32' 20" West, 311.63 feet; thence North 43 ° 27' 40" West, 580.00 feet; thence North 46 ° 32' 20" East, 211.63 feet to the point of beginning of the parcel of land herein described.

(B) Commencing at a 1/2 inch iron pipe at the most Westerly corner of that 16.0 acre exception as described in that Deed recorded December 29, 1961 in Book 1864 of Official Records, Page 477 under Recorder's Serial No. G-76102, Sonoma County Records; thence along the Easterly edge of a 50.0 foot right of way, as described in said Deed; the following courses: South 37 ° 01' 20" East, 195.48 feet; thence South 7 ° 44' 50" East, 101.93 feet; thence South 42 ° 06' 50" East, 156.96 feet; thence North 79 ° 32' 40" East, 114.40 feet; thence South 78 ° 13' 50" East, 113.42 feet to a 1/2 inch iron pipe; thence South 60 ° 26' East, 67.36 feet; thence South 53 ° 33' 30" East, 55.43 feet; thence South 32 ° 12' 20" East, 81.28 feet; thence South 15 ° 22' East, 62.59 feet; thence South 0 ° 55' 30" West, 108.22 feet to a 1/2 inch iron pipe; thence South 5 ° 36' 10" East, 66.56 Feet; thence South 3 ° 35' 30" East, 64.68 feet; thence South 1 ° 53' 50" West, 58.04 feet; thence South 4 ° 31' East, 63.46 feet to a 1/2 inch iron pipe and the point of beginning of the parcel of land to be herein described; thence from said point of beginning and leaving said right of way North 89 ° 55' 10" East, 25.00 feet to a 1/2 inch pipe; thence South 19 ° 31' 50" West, 256.38 feet; thence South 6 ° 21' 30" East, 402.41 feet; thence South 83 ° 38' 30" West, 243.85 feet; thence North 6 ° 21' 30" West, 672.20 feet t a 1/2 inch iron pipe; thence North 89 ° 55' 10" East, 332.94 feet to the point of beginning of the parcel of land herein described.

(C) Commencing at a 1/2 inch iron pipe at the most Westerly corner of that 16.0 acre exception as described in that Deed recorded December 29, 1961 in Book 1864 of Official Records, Page 477 under Recorder's Serial No. G-76102, Sonoma County Records; thence along the Easterly edge of a 50.0 foot right of way, as described in said Deed, the following courses: South 37 ° 01' 20" East, 195.48 feet; thence South 7 ° 44' 50" East, 101.93 feet; thence South 42 ° 06' 50" East, 156.96 feet; thence North 79 ° 32' 40" East, 114.40 feet; thence South 78 ° 13' 50" East, 113.42 feet to a 1/2 inch iron pipe; thence South 60 ° 26' East, 67.36 feet; thence South 53 ° 33' 30" East, 55.43 feet; thence South 32 ° 12'

EXHIBIT "A"
Legal Description

20" East, 81.28 feet; thence South 15 ° 22' East, 62.59 feet; thence South 0 ° 55' 30" West, 108.22 feet to a 1/2 inch iron pipe; thence South 5 ° 36' 10" East, 66.56 feet; thence South 3 ° 35' 30" East, 64.48 feet; thence South 1 ° 53' 50" West, 58.04 feet; thence South 4 ° 31' East, 63.46 feet to a 1/2 inch iron pipe and the point of beginning of the parcel of land to be herein described; thence from said point of beginning and leaving said right of way North 89 ° 55' 10" East, 190.00 feet to a 1/2 inch iron pipe; thence South 43 ° 27' 40" East, 349.42 feet; thence North 46 ° 32' 20" East, 237.00 feet; thence North 43 ° 27' 40" West, 211.85 feet; thence North 0 ° 04' 50" West, 189.09 feet; thence South 89 ° 55' 10" West, 230.06 feet to a 1/2 inch iron pipe; thence continue South 89 ° 55' 10" West, 239.94 feet to a 1/2 inch iron pipe set in the said Easterly edge of said right of way; thence along same South 5 ° 36' 10" East, 66.56 feet; South 3 ° 35' 30" East, 64.48 feet; South 1 ° 53' 50" West, 58.04 feet and South 4 ° 31' East, 63.46 feet to the point of beginning of the parcel of land herein described.

(D) Commencing at a 1/2 inch iron pipe at the most Westerly corner of that 16.0 acre exception as described in that Deed recorded December 29, 1961 in Book 1864 of Official Records, Page 477 under Recorder's Serial No. G-76102, Sonoma County Records; thence along the Easterly edge of a 50.00 foot right of way, as described in said Deed, the following courses: South 37 ° 01' 20" East, 195.48 feet; thence South 7 ° 44' 50" East, 101.93 feet; thence South 42 ° 06' 50" East, 156.96 feet; thence North 79 ° 32' 40" East, 114.40 feet; thence South 78 ° 13' 50" East, 113.42 feet to 1/2 inch iron pipe and the point of beginning of the parcel of land to be herein described; thence from said point of beginning and leaving said right of way, North 89 ° 55' 10" East, 172.12 feet to a 1/2 inch iron pipe; thence North 0 ° 04' 50" West, 47.30 feet; thence North 89 ° 55' 10" East, 458.78 feet; thence South 0 ° 04' 50" East, 351.02 feet; thence South 89 ° 55' 10" West, 230.06 feet to a 1/2 inch iron pipe; thence continuing South 89 ° 55' 10" West, 239.94 feet to a 1/2 inch iron pipe in the Easterly edge of said right of way, thence along said line North 0 ° 55' 30" East, 108.22 feet; thence North 15 ° 22' West, 62.59 feet; thence North 32 ° 12' 20" West, 81.28 feet; thence North 53 ° 33' 30" West, 55.43 feet and thence North 60 ° 26' West, 67.36 feet to the point of beginning of the parcel of land herein described.

(E) Commencing at a 1/2 inch iron pipe at the most Westerly corner of that 16.0 acre exception as described in that Deed recorded December 29, 1961 in Book 1864 of Official Records, Page 477 under Recorder's Serial No. G-76102, Sonoma County Records; thence along the Easterly edge of a 50.0 foot right of way, as described in said Deed, the Following Courses: South 37 ° 01' 20" East, 195.48 feet; thence South 7 ° 44' 50" East, 101.93 feet; thence South 42 ° 06' 50" East, 156.96 feet; thence North 79 ° 32' 40" East, 114.40 feet; thence South 78 ° 13' 50" East, 113.42 feet to a 1/2 inch iron pipe; thence South 60 ° 26' East, 67.36 feet; thence South 53 ° 33' 30" East, 55.43 feet; thence South 32 ° 12' 20" East, 81.28 feet; thence South 15 ° 22' East, 62.59 feet; thence South 0 ° 55' 30" West, 108.22 feet to a 1/2 inch iron pipe; thence leaving said right of way North 89 ° 55' 10" East, 239.94 feet to a 1/2 inch iron pipe; thence continuing North 89 ° 55' 10" East, 230.06 feet to the point of beginning of the parcel of land to be herein described; thence from said point of beginning South 0 ° 04' 50" East, 189.09 feet; thence South 43 ° 27' 40" East, 36.4 feet; thence North 0 ° 04' 50" West, 215.54 feet; thence South 89 ° 55' 10" West, 25.0 feet to the point of beginning .

Parcel Two:

Being a parcel of land located in the East 1/2 of Section 14, Township 6 North, Range 7 West, M. D. B. & M, and being more particularly described as follows:

Commencing at a 1/2 inch iron pipe at the most Westerly corner of that 16.0 acre exception as described in that Deed recorded December 29, 1961 in Book 1864 of Official Records, Page 477 under Recorder's Serial No. G-76102, Sonoma County Records; thence along the Easterly edge of a 50.0 foot right of way, as described in said Deed, the following courses: South 37 ° 01' 20" East, 195.48 feet; thence South 7 ° 44' 50" East, 101.93 feet; thence South 42 ° 06' 50" East, 156.96 feet; thence North 79 ° 32' 40" East, 114.40 feet; thence South 78 ° 13' 50" East, 113.42 feet to a 1/2 inch iron pipe; thence South 60 ° 26' East, 67.36 feet; thence South 53 ° 33' 30" East, 55.43 feet; thence South 32 ° 12' 20" East, 81.28 feet; thence South 15 ° 22' East, 62.59 feet; thence South 0 ° 55' 30" West, 108.22 feet to a 1/2 inch iron pipe; thence leaving said right of way North 89 ° 55' 10" East, 239.94 feet to a 1/2 inch iron pipe; thence continuing North 89 ° 55' 10" East, 230.06 feet; thence South 0 ° 04' 50" East, 189.09 feet; thence South 43 ° 27' 40" East, 211.85 feet to the point of beginning of the parcel of land herein described; thence from said point of beginning South 46 ° 32' 20" West, 237.0 feet; thence North 43 ° 27' 40" West, 21.34 feet; thence North 46 ° 32' 20" East 237.0 feet; thence South 43 ° 27' 40" East, 21.34 feet to the point of beginning.

EXHIBIT "A"
Legal Description

Excepting therefrom those certain water rights more particularly defined in the Water Agreement and grant of Easements recorded January 31, 2005, Document No. 2005 12965, for the benefit of the homesite parcels described in Exceptions A, B, C and D of Parcel One above, including but not limited to rights to water from the spring water source as stated in Agreement.

APN; 055-130-009

*need exhibit code
of acceptance*

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

Sonoma County Agricultural
Preservation and Open Space District
747 Mendocino Avenue, Suite 100
Santa Rosa, CA 95401

(SPACE ABOVE FOR RECORDER'S USE ONLY)

**AGREEMENT FOR PERMANENT EASEMENT, TEMPORARY
CONSTRUCTION EASEMENT, AND MAINTENANCE EASEMENT**

This Agreement for Permanent Easement, Temporary Construction Easement, and Maintenance Easement (the "Agreement") is entered into by and between Steven Rose ("Grantor") and the Sonoma County Agricultural Preservation and Open Space District ("Grantee").

RECITALS

- A. Grantor owns of record certain real property located at 5365 Sonoma Mountain Road in Sonoma County, California, which is also known as Sonoma County Assessor's Parcel Number 049-030-090 ("Grantor's Property").
- B. Grantee owns of record certain real property adjacent to Grantor's Property also located at 5297 Sonoma Mountain Road in Sonoma County, California, which is also known as Sonoma County Assessor's Parcel Number 049-030-097 ("Grantee's Property") which Grantee intends to improve into a public park. Grantor's Property and Grantee's Property are sometimes referred to in this Agreement collectively as "the Property." Grantee, pursuant to boundary surveys, has discovered that a portion of the existing bridge on Grantee's Property is located on Grantor's Property.
- C. Grantee wishes to obtain a permanent easement over a portion of Grantor's Property (the "Permanent Easement Area") for the purposes of using, maintaining and replacing the existing vehicular bridge on Grantee's Property, and Grantor is willing to grant a permanent easement. The Permanent Easement Area is more particularly described on the attached and incorporated Exhibit A (legal description) and Exhibit B (plat).
- D. Grantee wishes to obtain a temporary construction easement over a portion of Grantor's Property (the "Temporary Easement Area") for use in the construction of the replacement vehicular bridge. The Temporary Construction Area is more particularly described on the attached and incorporated Exhibit C (legal description) and Exhibit D (plat).
- E. Grantor wishes Grantee to provide maintenance of an improved portion of Grantor's access driveway to Sonoma Mountain Road (the "Maintenance Easement

Area”). The Maintenance Easement Area is more particularly described on the attached and incorporated Exhibit E (legal description) and Exhibit F (plat).

NOW, THEREFORE, for good and valuable consideration which is hereby acknowledged, Grantor and Grantee covenant and agree as follows:

1. Grant of Easements.

1.1 Permanent Easement. Grantor, for themselves and for the their successors and assigns, hereby conveys and grants to Grantee, its successors and assigns, a permanent, non-exclusive easement over, under, in, along, across and upon the Permanent Easement Area solely for the lawful construction, installation, maintenance, operation, repair, replacement and use of a vehicular bridge.

1.2 Temporary Construction Easement. Grantor, for themselves and for their successors and assigns, hereby conveys and grants to Grantee, its successors and assigns, a temporary, non-exclusive easement over, under, in, along, across and upon the Temporary Easement Area for use in the construction of a replacement vehicular bridge and other construction purposes reasonably related to the replacement vehicular bridge. Prior to commencement of the temporary construction easement, Grantee shall have access to the temporary Easement Area during normal business hours to conduct all studies, tests, examinations and surveys necessary to the construction of the replacement vehicular bridge.

1.3 Maintenance Easement. Grantor, for themselves and for their successors and assigns, hereby conveys and grants to Grantee, its successors and assigns, a permanent, non-exclusive easement over, under, in, along, across and upon the Maintenance Easement Area solely for the purpose for Grantee to maintain this improved portion of Grantor’s access driveway. Grantee agrees to maintain this Maintenance Easement Area.

2. Term of Temporary Construction Easement. The temporary construction easement shall commence on the effective date of this Agreement and shall automatically terminate and expire upon the date construction of the replacement bridge is completed, as evidenced by a Notice of Completion signed by the Director of Sonoma County Regional Parks, or on December 31, 2015, whichever occurs first. Upon the expiration of the term of the temporary construction easement, all of the rights and benefits of Grantee in, to and under this Agreement with respect to the temporary construction easement shall automatically terminate and be of no further force and effect.

3. Reservation by Grantor/Non-Exclusive Use. All right, title and interest in and to any easement area under this Agreement which may be used and enjoyed without interfering with the rights conveyed by this Agreement are reserved to Grantor, provided, however, that Grantor shall not enact or maintain any improvements which may cause damage to or interfere with the bridge to be placed within the Permanent Easement Area; or develop, landscape, or beautify the Permanent Easement Area or the Temporary

Easement Area (collectively “the Easement Areas”) in any way which would unreasonably or materially increase the costs to Grantee of constructing, using, or maintaining the replacement bridge or restoring any of the Easement Areas after such installation.

4. Construction of the Replacement Vehicular Bridge.

4.1 Costs/Lien-Free Construction. Grantee shall bear and promptly pay without the imposition of any lien or charge on or against all or any portion of Grantor’s Property all costs and expenses of construction and maintenance of the replacement vehicular bridge.

4.2 Compliance with Laws. Grantee shall construct the replacement vehicular bridge in a workmanlike manner and in compliance with the applicable statutes, ordinances, rules and regulations of all governing public authorities as those statutes, ordinances, rules and regulations are amended from time to time.

4.3 Indemnification. Grantee agrees to, and hereby does, indemnify, hold harmless, and defend Grantor from any liability arising out of Grantee’s operations under this agreement. “Grantee’s operations” as used herein, includes the actions or inactions (including all proximately caused damages thereof) of the Grantee, its officers, agents, employees, contractors, and invitees, related to Grantee’s construction and maintenance of the replacement vehicular bridge as set forth in this Agreement; but does not include claims for damage to the extent caused by or arising out of the negligence or willful misconduct of Grantor or their agents or invitees. Grantee further agrees to assume responsibility for any damages proximately caused by reason of Grantee’s operations under this Agreement and Grantee will, at its option, either repair or pay for such damage. Grantee’s agreement to indemnify Grantor does not include any actions, claims, damages, liabilities, or expenses that predate or are unrelated to the Grantee’s operations as set forth in this Agreement. Grantor agrees to promptly notify Grantee of any claims to which this indemnification provision might apply, and to fully cooperate in the investigation and defense of any such claim.

4.4 Restoration of Temporary Easement Area. In the event the surface of the Temporary Easement Area is disturbed by Grantee’s exercise of any of its temporary easement rights under this Agreement, Grantee shall, to the extent feasible, restore such areas to the condition in which it existed at the commencement of such activities. Grantor acknowledges and is aware that the construction activities will require minor grading and vegetation removal in the Temporary Easement Area, and Grantor acknowledges and agrees that Grantee’s restoration obligation under this subsection is limited to grading to restore approximate original contours, replacing fencing, and placing straw on and seeding the disturbed area.

5. Compensation.

5.1 Payment. At the close of escrow and recording of this Agreement, Grantee shall pay Grantor \$9,000.00. Grantee shall pay all escrow fees and costs in connection with this Agreement.

5.2 Restoration of continuous fence along driveway to Grantee's property. Upon completion of the construction of the replacement vehicular bridge, Grantee shall, at its own expense, ensure that there is a continuous fence, consistent with the existing four-strand wire fence, along the western edge of Grantor's property along the driveway from Sonoma Mountain Road to Grantee's property.

6. General Provisions.

6.1 Covenants Running with the Land/Assignment. The parties to this Agreement acknowledge and agree that the easements and other rights conferred by this Agreement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the parties and their respective grantees, heirs, successors and assigns. Without limiting the foregoing, Grantor acknowledges that Grantee's rights under this Agreement are assignable; that Grantee may enter into agreements to sell or otherwise may transfer Grantee's Property, and that Grantor hereby consent to Grantee's assignment of all of its right, title and interest and its delegation of all of its obligations created under this Agreement upon any such the sale or transfer and, upon any such assignment, Grantee shall be forever released and discharged from any and all claims, demands and damages which Grantor may have, make or suffer as a result of any thing done or occurring after the date of such assignment. Nothing contained in this Section 5.1, however, shall in any way be construed as releasing Grantee's successors and assigns from any obligations to Grantor created by this Agreement or to in any way limit Grantor's remedies at law or in equity as against such successors and assigns.

6.2 Effective Date. This agreement shall be effective upon the date it is executed by an authorized representative of each signing party.

6.3 Plan. Upon Grantor's request, Grantee shall provide Grantor with available as-built information, including engineering reports, regarding the improvements installed in the Permanent Easement Area.

6.4 Further Cooperation. Each of the signators to this Agreement agree to execute such other documents and to perform such other acts as may be reasonably necessary or desirable to further the expressed intent and purpose of this agreement.

IN WITNESS THEREOF, the undersigned have executed this Agreement as set forth below:

Dated this 2nd day of JULY, 20 14.

SRM, Grantor _____, Grantee

STEVEN HARRY ROSE

By: _____

By: _____

By: _____

By: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE § 1189

State of California

County of Sonoma

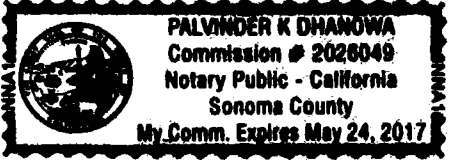
On 7-2-2014 before me, Palvinder K. Dhanowa, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Steven Harry Rose
Name(s) of Signer(s)

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.
 Signature: [Signature]
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
 Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
<input type="checkbox"/> Corporate Officer — Title(s): _____	<input type="checkbox"/> Corporate Officer — Title(s): _____
<input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General	<input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General
<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact	<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact
<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator	<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____

Signer Is Representing: _____ Signer Is Representing: _____

EXHIBIT A
PERMANENT EASEMENT

ALL THAT REAL PROPERTY SITUATED IN THE COUNTY OF SONOMA, STATE OF CALIFORNIA, AND BEING A PORTION OF THE LANDS OF ROSE, AS DESCRIBED BY DEED RECORDED AS DOCUMENT NUMBER 2007-017439, OFFICIAL RECORDS OF SONOMA COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY CORNER OF PARCEL ONE, AS SHOWN ON THAT CERTAIN PARCEL MAP NO. 5357, RECORDED IN BOOK 258 OF MAPS PAGE 3, SONOMA COUNTY RECORDS, FROM WHICH A 1/2" IRON PIPE TAGGED RCE 9858 BEARS SOUTH 64°30'46" WEST 36.09 FEET; THENCE ALONG THE EASTERLY LINE OF SAID PARCEL ONE SOUTH 02°02'59" WEST 575.53 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL ONE, FROM WHICH A 1/2" IRON PIPE TAGGED RCE 9858 BEARS NORTH 87°57'01" WEST 32.00 FEET; THENCE ALONG THE EXTENSION OF THE SOUTHERLY LINE OF SAID PARCEL ONE SOUTH 87°57'01" EAST 15.96 FEET MORE OR LESS TO THE EASTERLY LINE OF THE LANDS OF SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT AS DESCRIBED IN DOCUMENT NUMBER 2003-169338, SONOMA COUNTY RECORDS; THENCE ALONG THE COMMON LINE BETWEEN THE SAID LANDS OF SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT AND SAID LANDS OF ROSE SOUTH 02°02'59" WEST 65.84 FEET TO **THE TRUE POINT OF BEGINNING**; THENCE LEAVING SAID LINE SOUTH 72°34'00" EAST 33.34 FEET; THENCE SOUTH 02°02'59" WEST 35.00 FEET MORE OR LESS TO THE COMMON BOUNDARY LINE BETWEEN SAID LANDS OF SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT AND SAID LANDS OF ROSE, BEING THE CENTERLINE OF METANZAS CREEK; THENCE ALONG THE CENTERLINE OF METANZAS CREEK IN A WESTERLY DIRECTION 33.0 FEET MORE OR LESS TO A POINT FROM WHICH THE POINT OF BEGINNING BEARS NORTH 02°02'59" EAST; THENCE LEAVING SAID CENTERLINE AND ALONG THE COMMON LINE BETWEEN THE SAID LANDS OF SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT AND SAID LANDS OF ROSE NORTH 02°02'59" EAST 45.00 FEET MORE OR LESS TO THE POINT OF BEGINNING.

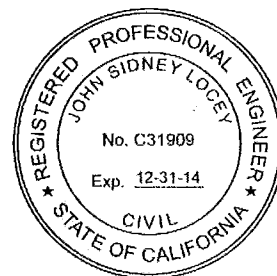
CONTAINING 1245 SQUARE FEET, MORE OR LESS

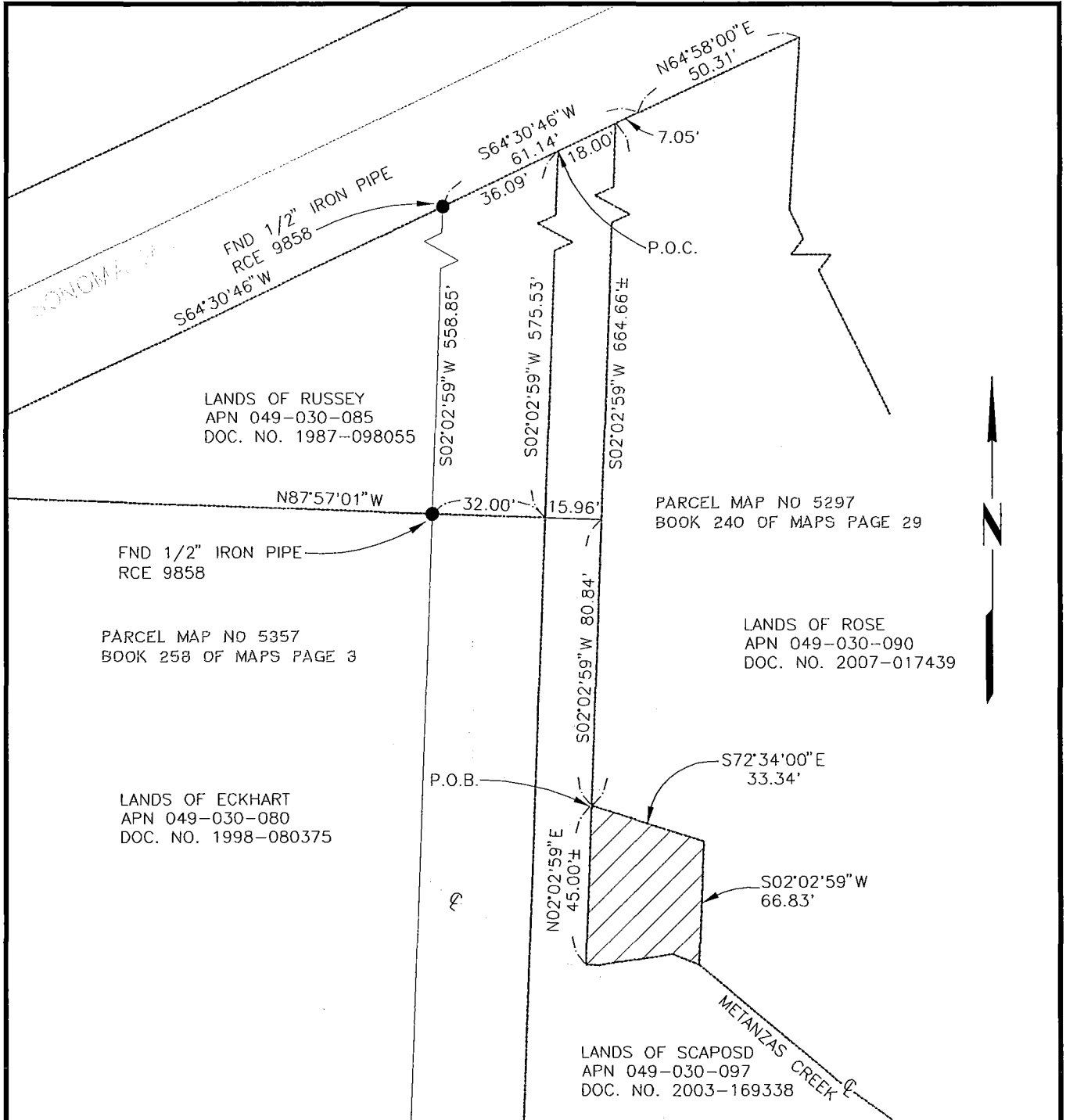
APN: 049-030-090

DATE: February 7, 2014

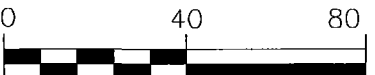
PREPARED BY: BRELJE & RACE, CONSULTING ENGINEERS

JOB NO.: 3262





THIS EXHIBIT IS FOR GRAPHIC PURPOSES ONLY. ANY ERRORS OR OMISSIONS ON THIS EXHIBIT SHALL NOT AFFECT THE DEED DESCRIPTION.



SCALE IN FEET
1" = 40 Ft.



JOHN SIDNEY LOCEY RCE 31909

EXHIBIT B

PERMANENT EASEMENT

OWNER: STEVEN HERRY ROSE
5365 SONOMA MOUNTAIN ROAD
SANTA ROSA, CA 95405

DOC. NO. 2007-017439 | A.P.N. 049-030-090

PREPARED BY

Brelje & Race
CONSULTING CIVIL ENGINEERS

JOB NO. 3262.01

02-07-14 story \3262.mxd\2262-R-Sheet-Entrance-Revised 2014.dwg TAB. Sheet 1-True Parcel

EXHIBIT C

TEMPORARY CONSTRUCTION EASEMENT

ALL THAT REAL PROPERTY SITUATED IN THE COUNTY OF SONOMA, STATE OF CALIFORNIA, AND BEING A PORTION OF THE LANDS OF ROSE, AS DESCRIBED BY DEED RECORDED AS DOCUMENT NUMBER 2007-017439, OFFICIAL RECORDS OF SONOMA COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY CORNER OF PARCEL ONE, AS SHOWN ON THAT CERTAIN PARCEL MAP NO. 5357, RECORDED IN BOOK 258 OF MAPS PAGE 3, SONOMA COUNTY RECORDS, FROM WHICH A 1/2" IRON PIPE TAGGED RCE 9858 BEARS SOUTH 64°30'46" WEST 36.09 FEET; THENCE ALONG THE EASTERLY LINE OF SAID PARCEL ONE SOUTH 02°02'59" WEST 575.53 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL ONE, FROM WHICH A 1/2" IRON PIPE TAGGED RCE 9858 BEARS NORTH 87°57'01" WEST 32.00 FEET; THENCE ALONG THE EXTENSION OF THE SOUTHERLY LINE OF SAID PARCEL ONE SOUTH 87°57'01" EAST 15.96 FEET MORE OR LESS TO THE EASTERLY LINE OF THE LANDS OF SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT AS DESCRIBED IN DOCUMENT NUMBER 2003-169338, SONOMA COUNTY RECORDS; THENCE ALONG THE COMMON LINE BETWEEN THE SAID LANDS OF SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT AND SAID LANDS OF ROSE SOUTH 02°02'59" WEST 65.84 FEET TO **THE TRUE POINT OF BEGINNING**; THENCE LEAVING SAID LINE SOUTH 87°57'01" EAST 47.18 FEET; THENCE SOUTH 02°02'59" WEST 70 FEET MORE OR LESS TO THE COMMON BOUNDARY LINE BETWEEN SAID LANDS OF SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT AND SAID LANDS OF ROSE, BEING THE CENTERLINE OF METANZAS CREEK; THENCE ALONG SAID CENTERLINE 19 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF A PERMANENT EASEMENT; THENCE LEAVING SAID CENTERLINE NORTH 02°02'59" WEST 35.00 FEET MORE OR LESS TO THE NORTHEAST CORNER OF SAID PERMANENT EASEMENT; THENCE ALONG THE NORTH LINE OF SAID PERMANENT EASEMENT NORTH 72°34'00" WEST 33.84 FEET; NORTH 02°02'59" EAST 15.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1597 SQUARE FEET, MORE OR LESS

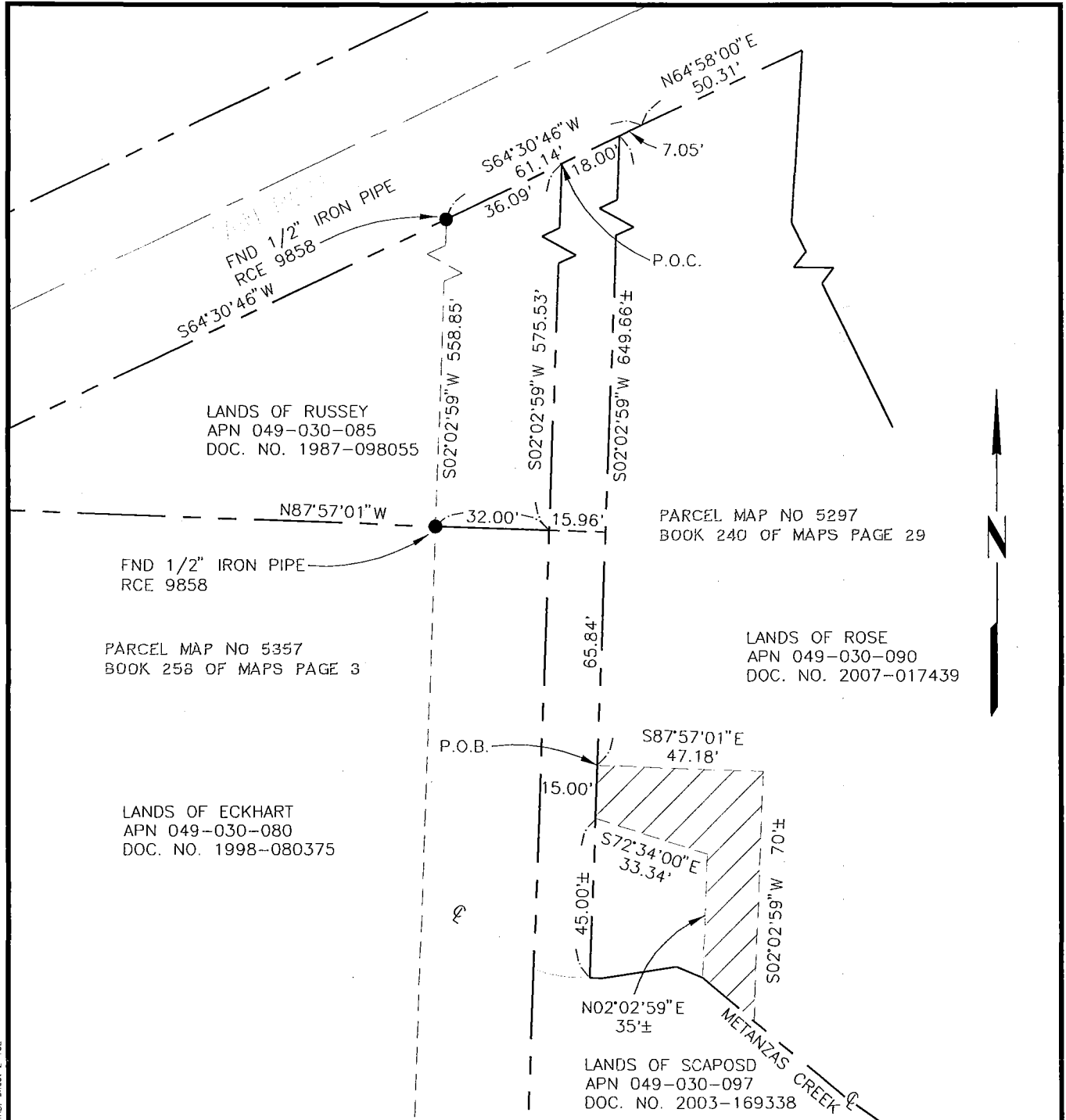
APN: 049-030-090

DATE: February 7, 2014

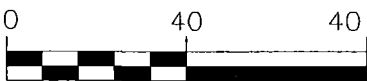
PREPARED BY: BRELJE & RACE, CONSULTING ENGINEERS

JOB NO.: 3262

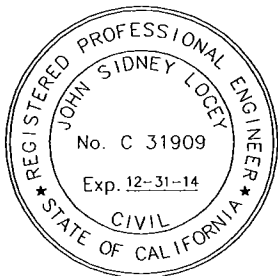




THIS EXHIBIT IS FOR GRAPHIC PURPOSES ONLY. ANY ERRORS OR OMISSIONS ON THIS EXHIBIT SHALL NOT AFFECT THE DEED DESCRIPTION.



SCALE IN FEET
1" = 40 Ft.



JOHN SIDNEY LOCEY RCE 31909

EXHIBIT D

TEMPORARY CONSTRUCTION EASEMENT

OWNER: STEVEN HERRY ROSE
5365 SONOMA MOUNTAIN ROAD
SANTA ROSA, CA 95405

DOC. NO. 2007-017439 | A.P.N. 049-030-090

PREPARED BY

Brelje & Race
CONSULTING CIVIL ENGINEERS
5310 State St. Ste. 1, Santa Rosa, CA 95405-7074 | 707.576.1118 | www.breljeandrace.com

JOB NO. 3262.01

02-07-14 story \3202\map\3262-R-Sheet-Entrance- Revised 2014.dwg TAB: Sheet 2-TCE

EXHIBIT E
MAINTENANCE EASEMENT

ALL THAT REAL PROPERTY SITUATED IN THE COUNTY OF SONOMA, STATE OF CALIFORNIA, AND BEING A PORTION OF THE LAND OF ROSE, AS DESCRIBED BY DEED RECORDED AS DOCUMENT NUMBER 2007-017439, OFFICIAL RECORDS OF SONOMA COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LANDS AS SHOWN ON PARCEL MAP NO. 5297 FILED IN BOOK 240 OF MAPS PAGES 29-30, SONOMA COUNTY RECORDS FROM WHICH A FOUND 1/2" IRON PIPE TAGGED RCE9858 AS SHOWN ON PARCEL MAP NO. 5357 FILED IN BOOK 258 OF MAPS PAGES 3-4, SONOMA COUNTY RECORDS BEARS SOUTH 64°30'46" WEST 54.09 FEET, THENCE ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SONOMA MOUNTAIN ROAD NORTH 64°30'46" EAST 7.05 FEET; THENCE CONTINUING ALONG THE SAID RIGHT OF WAY LINE NORTH 64°58'00" EAST 6.98 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE SOUTH 05°35'49" EAST 26.81 FEET; THENCE SOUTH 72°47'19" WEST 16.98 FEET TO THE WESTERLY LINE OF SAID LANDS; THENCE ALONG SAID WESTERLY LINE NORTH 02°02'59" EAST 25.74 FEET MORE OR LESS TO THE POINT OF BEGINNING.

CONTAINING 384 SQUARE FEET MORE OR LESS

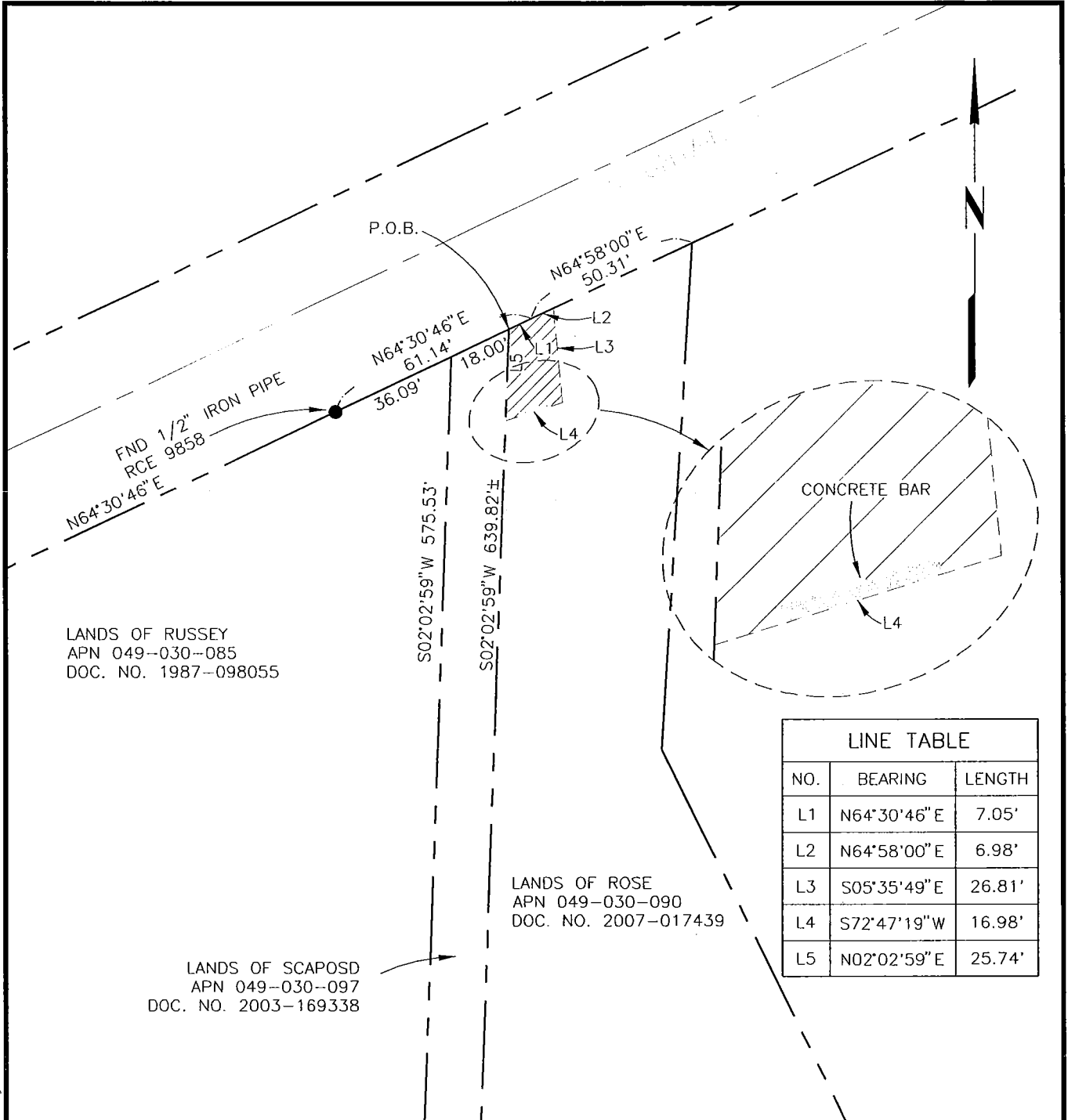
APN: 049-030-090

DATE: April 3, 2014

PREPARED BY: BRELJE & RACE, CONSULTING ENGINEERS

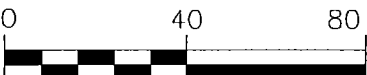
JOB NO.: 3262.03



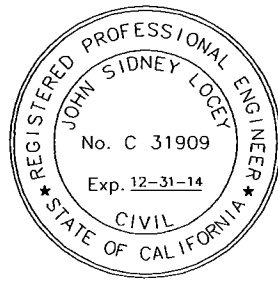


LINE TABLE		
NO.	BEARING	LENGTH
L1	N64°30'46" E	7.05'
L2	N64°58'00" E	6.98'
L3	S05°35'49" E	26.81'
L4	S72°47'19" W	16.98'
L5	N02°02'59" E	25.74'

THIS EXHIBIT IS FOR GRAPHIC PURPOSES ONLY. ANY ERRORS OR OMISSIONS ON THIS EXHIBIT SHALL NOT AFFECT THE DEED DESCRIPTION.



SCALE IN FEET
1" = 40 Ft.



JOHN SIDNEY LOCEY RCE 31909

EXHIBIT F

MAINTENANCE EASEMENT

OWNER: STEVEN HERRY ROSE
5365 SONOMA MOUNTAIN ROAD
SANTA ROSA, CA 95405

DOC. NO. 2007-017439 | A.P.N. 049-030-090

PREPARED BY

Brelje & Race
CONSULTING CIVIL ENGINEERS

JOB NO. 3252.03

04-03-14 story \3252\map\2252-R-Sheet-Entrance Maintenance Easement\3252.mxd

**North Sonoma Mountain Regional Park Open Space Preserve
Initial Public Access and Operation Maintenance Funding Recommendation**

Attachment 11

WORK TYPE	ITEM	COST ESTIMATE	NOTES
INITIAL PUBLIC ACCESS			
Planning & Environmental Work			
	Park Management Plan & Initial Public Access Walsh	\$ 125,000	Includes extensive neighbor and stakeholder outreach, 3 public meetings, CEQA (MND), CRLF BO, road sediment study, updated traffic study Walsh: Includes geomorph for roads/trails Walsh: Road Decomm/trail conversion, CLRF, SWPPP, ACOE, CDFW
	PM, Planning & Eng. Bid & Construction Management	\$ 40,000	
	Reg Permits, SWPPP	\$ 25,000	
	SUBTOTAL	\$ 190,000	
Improvements			
	Trails	\$ 80,000	Walsh: Road to trail conversion, connecting spurs
	Interpretive Information and Signage	\$ 5,000	Includes SOD MND info
	SUBTOTAL	\$ 85,000	
Resource Work			
	Vegetation - Habitat Improvements & Monitoring		
	Range Improvements/Fuel load mgmt	\$ 86,000	Fencing @\$9LF, water troughs, piping, per existing 2 Grazing Plans. Plan update to fine-tune recommended improvements.
	SUBTOTAL	\$ 86,000	
INITIAL PUBLIC ACCESS SUBTOTAL		\$ 361,000	
OPERATION AND MAINTENANCE			
Park Operations			
	Routine park inspection/Park ranger patrols		
	Daily park opening-closing, visitor security, search & rescue		
	Fee collection (park paystation, iron ranger, reservable picnic/group areas, special use permits)		
	Law enforcement/emergency response		
	Sanitation services (litter cleanup, trash pickup, restroom cleaning)		
	Park mngmt/direct admin (staff supervision, risk mgmt, revenue mgmt, contract/lease admin, permits)		
	Sanitation supplies (cleaning products, trash cans, liners, tp)		
	Sanitation services (portapotty, dumpsters, restrooms)		
	Professional services		
	SUBTOTAL	\$ 338,588	
Park Maintenance			
	Park infrastructure (structures, gates, signs, trail markings, parking lot maintenance)		
	Vandalism repair, graffiti removal, encampment removal		
	Maint. mngmt/direct admin (staff supervision, risk mgmt, revenue mgmt, contract admin, permits)		
	Park furniture (tables, benches, dog waste supplies, signage)		
	Professional services		
	Volunteer park services - admin support (patrols, park host, mounted assistance unit)		
	Marketing/promotion/public relations/env. ed/park interpretation		
	Building maintenance - staff		
	Building materials - services and supplies		
	SUBTOTAL	\$ 319,792	
One-time Resource Work			
	Dirt - Fire/Ranch Roads	\$ 70,000	Skiles: road sediment reduction
	Building complex removal on Walsh	\$ 75,000	Assumes lead paint or asbestos
	Dump removal on Walsh	\$ 15,000	Near southwest boundary, to west of cabin complex. Assumes no toxics.
	SUBTOTAL	\$ 160,000	
OPERATION AND MAINTENANCE SUBTOTAL		\$ 818,380	
TOTAL RECOMMENDATION		\$ 1,179,380	

Attachment 12

RESOLUTION NO.: _____

DATED: _____

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SONOMA COUNTY OPEN SPACE FISCAL OVERSIGHT COMMISSION DETERMINING THAT THE VALUE TO BE RECEIVED BY THE SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT FOR THE CONVEYANCE OF THE FEE INTEREST IN THE NORTH SONOMA MOUNTAIN PROPERTY TO THE COUNTY OF SONOMA SATISFIES THE FAIR MARKET VALUE STANDARD

WHEREAS, per Resolution No. 10-0832, adopted by the Board of Directors on December 7, 2010, this Commission must “determine whether the Sonoma County Agricultural Preservation and Open Space District ("the District") is not paying more or receiving less than fair market value for any real property interests to be acquired or conveyed by the District;” and

WHEREAS, the District owns fee title to that certain 736.1-acre property in Sonoma County commonly known as the North Sonoma Mountain property (the “Property”); and

WHEREAS, the Property includes a cell tower site, with long-term leases currently valued at approximately \$1.6 million, which generate, and will continue to generate for the foreseeable future, approximately \$130,000 - \$150,000 annually (“Cell Tower Lease Revenues”);

WHEREAS, the District’s General Manager is proposing to recommend to the District Board of Directors the conveyance of the fee interest in the Property to the County of Sonoma (“the County”) in exchange for (1) a conservation easement limiting the use of the Property to preservation of natural resources and scenic values and public outdoor recreation compatible with the conservation values of the Property, and requiring that all income generated on the Property is re-invested in the Property, and (2) a recreation conservation covenant obligating the County to improve, maintain and operate the Property for public outdoor recreation and precluding the County from conveying the Property without the District’s consent and voter approval pursuant to Public Resources Code section 5540 (“the Encumbrances”).

NOW THEREFORE BE IT RESOLVED, that this Board of Commissioners hereby finds, determines, declares and orders as follows:

1. *Truth of Recitals.* The foregoing recitals are true and correct.

2. *Fair Market Value Determination.* The Cell Tower Lease Revenues significantly impact the value of the Property. The cell tower leases are unrelated to resource preservation or the recreational use of the property and generate revenues of a magnitude not seen in any other District transaction. If the cell tower leases did not exist, this Commission would have concluded that the cumulative value of the Encumbrances would be equal to or exceed the fair market value of the fee interest in the Property. However, the Cell Tower Lease Revenues are of such financial significance that this Commission is unable to make that finding. To the contrary, the Commission finds that the District will receive *less* than fair market value unless it either retains the Cell Tower Lease Revenues for the life of the current leases or receives compensation for their assignment.

The Commission finds that the District's fiscal integrity is best protected if the District receives full present value for the Cell Tower Lease Revenues. At the very minimum, the Commission urges that the District recoup, dollar for dollar, its original investment in the Cell Tower Lease Revenues. The Commission reluctantly supports the General Manager's suggestion that credit may be given for revenues received to date and that the remainder may be paid either through retention of lease payments for a period of time or through reduction of planned payments to the County for initial public access and operations and maintenance.

3. *Recommendation.* The General Manager is directed to transmit the Commission's determinations and recommendations to the District's Board of Directors at the time that he makes his recommendation for the conveyance of the Property to the County.

COMMISSIONERS:

AYES: _____ NOES: ____ ABSTAIN: _____ ABSENT: _____

SO ORDERED.

CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)
OF REAL PROPERTY BY THE
BOARD OF DIRECTORS OF THE
SONOMA COUNTY AGRICULTURAL PRESERVATION
AND OPEN SPACE DISTRICT

This is to certify that the interests in real property conveyed by the Conservation Easement Agreement dated _____ from the County of Sonoma, a public agency, to the Sonoma County Agricultural Preservation and Open Space District, a governmental agency formed pursuant to the provisions of Public Resources Code Section 5506.5, is hereby accepted by the President of the Board of Directors on behalf of the District pursuant to the authority conferred by Resolution No. _____ of the Board of Directors, dated _____ and the District consents to the recording thereof by its duly authorized officer.

Sonoma County Agricultural Preservation and
Open Space District

Dated: _____

By: _____
David Rabbitt, President
Board of Directors

ATTEST:

Clerk of the Board of Directors

CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)
OF REAL PROPERTY BY THE
BOARD OF DIRECTORS OF THE
SONOMA COUNTY AGRICULTURAL PRESERVATION
AND OPEN SPACE DISTRICT

This is to certify that the interests in real property conveyed by the Recreation Conservation Covenant dated _____ from the County of Sonoma, a public agency, to the Sonoma County Agricultural Preservation and Open Space District, a governmental agency formed pursuant to the provisions of Public Resources Code Section 5506.5, is hereby accepted by the President of the Board of Directors on behalf of the District pursuant to the authority conferred by Resolution No. _____ of the Board of Directors, dated _____ and the District consents to the recording thereof by its duly authorized officer.

Sonoma County Agricultural Preservation and
Open Space District

Dated: _____

By: _____
David Rabbitt, President
Board of Directors

ATTEST:

Clerk of the Board of Directors

CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)
OF REAL PROPERTY BY THE
BOARD OF DIRECTORS OF THE
SONOMA COUNTY AGRICULTURAL PRESERVATION
AND OPEN SPACE DISTRICT

This is to certify that the interests in real property conveyed by the Agreement for Permanent Easement, Temporary Construction Easement, and Maintenance Easement dated _____ from Steven Rose, to the Sonoma County Agricultural Preservation and Open Space District, a governmental agency formed pursuant to the provisions of Public Resources Code Section 5506.5, is hereby accepted by the President of the Board of Directors on behalf of the District pursuant to the authority conferred by Resolution No. _____ of the Board of Directors, dated _____ and the District consents to the recording thereof by its duly authorized officer.

Sonoma County Agricultural Preservation and
Open Space District

Dated: _____

By: _____
David Rabbitt, President
Board of Directors

ATTEST:

Clerk of the Board of Directors

CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)
OF REAL PROPERTY BY THE
BOARD OF SUPERVISORS
COUNTY OF SONOMA

This is to certify that the interests in real property described in the attached Exhibit A, conveyed by the Grant Deed dated _____ from the Sonoma County Agricultural Preservation and Open Space District, a governmental agency formed pursuant to the provisions of Public Resources Code Section 5506.5, to the County of Sonoma, a political subdivision of the State of California, (“Grantee”), is hereby accepted by the Chair of the Board of Supervisors, pursuant to the authority conferred by Resolution No. _____ of the Board of Supervisors, dated _____ and the Grantee consents to the recording thereof by its duly authorized officer.

County of Sonoma

Dated: _____

By: _____
David Rabbitt, Chair
Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

Exhibit A

Property Legal Description

NOTICE OF EXEMPTION
CALIFORNIA ENVIRONMENTAL QUALITY ACT

PROJECT TITLE: North Sonoma Mountain Property Transfer

PROJECT LOCATION: 5297 Sonoma Mountain Road, Santa Rosa, CA

PROJECT DESCRIPTION: The Sonoma County Agricultural Preservation and Open Space District (District) is proposing to enter into a transfer agreement with the County of Sonoma pursuant to which the District will transfer in fee the approximately 736-acre North Sonoma Mountain Property, subject to a conservation easement and recreation conservation covenant (covenant) held by the District, for the purposes of preserving the open space, scenic, and natural values of the property and to support public recreational use. In accordance with the transfer agreement, the District will provide funding to Sonoma County for operation and maintenance of the property and to plan for and develop initial public access improvements, for which a future master plan and CEQA analysis will be completed.

PUBLIC AGENCY APPROVING PROJECT: Sonoma County Agricultural Preservation and Open Space District
747 Mendocino Avenue, Suite 100
Santa Rosa, CA 95401-4850

PUBLIC AGENCY CONTACT: Sara Press, Associate Open Space Planner (707) 565-7360

EXEMPT STATUS:

- Ministerial** (Section 15073)
- Declared Emergency** (Section 15071(a))
- Emergency Project** (Section 15071(b) & (c))
- Categorical Exemption** pursuant to Sections 15313(a) and (c) (Acquisition of Lands for Wildlife Conservation Purposes), 15316(a) (Transfer of Ownership of Land in Order to Create Parks), 15317 (Open Space Contracts or Easements), and 15325 (a), (b), (c), and (f) (Transfer of Ownership of Interest in Land to Protect Existing Natural Conditions) of Title 14, of the California Environmental Quality Act (CEQA). In addition, to the extent that the transfer agreement anticipates funding for operation and maintenance of the property or capital improvements prior to development of a master plan, it is exempt as providing for repair and maintenance of existing facilities (CEQA Guidelines Section 15301); replacement or reconstruction (CEQA Guidelines Section 15302); minor alterations to land (CEQA Guidelines Section 15304); information collection (CEQA Guidelines Section 15306); accessory structures (CEQA Guidelines Section 15311); and transfer of ownership of land in order to create parks when a management plan has not been prepared (CEQA Guidelines Section 15316(a))

REASONS WHY PROJECT IS EXEMPT:

The project is exempt pursuant to Section 15316(a), Transfer of Ownership of Land in Order to Create Parks, of Title 14 of the California Code of Regulations because the purpose of the acquisition is to establish a public park where the land is in a natural condition and a management plan has not been prepared.

Alternatively, the project is exempt pursuant to Section 15317, Open Space Contracts or Easements, of Title 14 of the California Code of Regulations because the purpose of the acquisition is to maintain the open space character of the area. The project restricts use on the Property primarily to natural resource protection and recreational and educational activities, thus maintaining the open space character of the property.

Alternatively, the project is exempt pursuant to Section 15313(a) and (c), Acquisition of Lands for Wildlife Conservation Purposes, of Title 14 of the California Code of Regulations because the purpose of the acquisition is to preserve fish and wildlife habitat, and to preserve access to public lands and waters where the purpose is to preserve the land in its natural condition, respectively. The conservation easement restricts use on the Property primarily to natural resource protection, habitat restoration and enhancement, and recreational and educational activities.

Alternatively, the project is exempt pursuant to Section 15325(a), (b), (c) and (f), Transfer of Ownership of Interest in Land to Preserve Existing Natural Conditions, of Title 14 of the California Code of Regulations because the purpose of the acquisition is to preserve the existing natural conditions including plant and animal habitats, to allow continued agricultural use, to allow for restoration of natural conditions including plant and animal habitats, and to preserve open space or lands for park purposes, respectively. The project provides protection of sensitive natural resources and provides for public recreational and educational opportunities.

Alternatively, to the extent that the transfer agreement anticipates funding for operation and maintenance of the property prior to development of a master plan, the project is exempt pursuant to Section 15301 Existing Facilities, of Title 14 of the California Code of Regulations because the purpose of the funding is to operate, repair and maintain existing facilities.

Alternatively, to the extent that the transfer agreement anticipates funding for operation and maintenance of the property prior to development of a master plan, the project is exempt pursuant to Section 15302 Replacement or Reconstruction, of Title 14 of the California Code of Regulations because the purpose of the funding is to provide for replacement or reconstruction of existing structures and facilities.

Alternatively, to the extent that the transfer agreement anticipates funding for operation and maintenance of the property prior to development of a master plan, the project is exempt pursuant to Section 15304 Minor Alterations to Land, of Title 14 of the California Code of Regulations because the purpose of the funding is to implement minor alterations of land, water and/or vegetation which do not involve removal of healthy, mature, scenic trees.

Alternatively, to the extent that the transfer agreement anticipates funding for operation and maintenance of the property prior to development of a master plan, the project is exempt pursuant to Section 15306 Information Collection, of Title 14 of the California Code of Regulations because the purpose of the funding is to conduct resource evaluation activities which do not result in a serious or major disturbance to an environmental resource.

Alternatively, to the extent that the transfer agreement anticipates funding for operation and maintenance of the property prior to development of a master plan, the project is exempt pursuant to Section 15311 Accessory Structures, of Title 14 of the California Code of Regulations because the purpose of the funding is to construct or replace minor structures in an open space preserve such as signs and portable restrooms.

Alternatively, to the extent that the transfer agreement anticipates funding for capital improvements, those improvements have not yet been determined and will be subject to CEQA analysis prior to any District funding. The District's reservation of such funding in connection with the transfer of the property is exempt pursuant to Section 15316(a), transfer of ownership of land in order to create parks when a management plan has not been prepared, of Title 14 of the California Code of Regulations.

THIS NOTICE OF EXEMPTION IS BEING FILED BY THE PUBLIC AGENCY APPROVING THE PROJECT.

William J. Keene, General Manager
SCAPOSD



NOTICE OF EXEMPTION

To: County Clerk, Sonoma County
2300 County Center Drive, B177
Santa Rosa, California 95403

From: Sonoma County Regional Parks
2300 County Center Drive, Suite 120A
Santa Rosa, California 95403

The Sonoma County Regional Parks Department, pursuant to Section 23A-11 of the Sonoma County Code, determines that the following project is exempt from the requirements of the California Environmental Quality Act:

NORTH SONOMA MOUNTAIN – PROPERTY ACQUISITION

Project Title

5297 Sonoma Mountain Road

APN: 049-030-097, 136-190-012, 136-190-014, 055-130-009, 136-191-003, 136-191-008, 136-190-015, 136-190-016

Project Location - Specific

Unincorporated, Rohnert Park nearest incorporated city Sonoma

Project Location - City

Project Location - County

Description of Nature, Purpose, and Beneficiaries of Project: The project consists of acquisition of fee title to the North Sonoma Mountain properties from the Sonoma County Agricultural Preservation and Open Space District. The properties consist of a total of 736.1± acres including the eight Assessor Parcels listed above. The purpose of the acquisition is to preserve the open space values of the property and preserve the property for the benefit of the general public into the future. While the North Slope Sonoma Mountain Ridge Trail Plan has been approved and a trail and staging areas constructed, a comprehensive master plan has not yet been established for the property. The County will prepare a management plan for the recreational use of the property at some point in the future. Until that time, the County will manage the existing facilities and the surrounding property will remain in its natural condition until appropriate CEQA analysis and master plan is completed. The County may replace or reconstruct existing structures, provide minor fuel management around existing structures, limited habitat restoration, and provide for interim public use such as guided tours on the property beyond the existing facilities to acquaint the public with the property.

Sonoma County

Sonoma County Regional Parks Department

Public Agency Approving Project

Person or Agency Carrying Out Project

Exempt Status

- Ministerial [§21080(b)(1); §15268; §15269(b)(c)]
Declared Emergency [§21080(b)(3); §15269(a)]
Emergency Project [§21080(b)(4)]
Statutory Exemption §15260-15285
General Rule §15061(b)(3): Review for Exemption
Categorical Exemption §15301: Existing Facilities; §15302: Replacement or Reconstruction; §15304: Minor Alterations to Land; §15306: Information Collection; §15311: Accessory Structures; §15316: Transfer of Ownership of Land in Order to Create Parks; and §15004: Time of Preparation

Reasons why project is exempt: The project consists of the acquisition of property, management and operation of existing trail and staging area facilities, and possible guided public tours of the undeveloped property. The County has not prepared a comprehensive Management Plan for the property and therefore, the property will remain in its current natural condition until such time that the County has prepared a management plan and has completed CEQA compliance for future park development. The project will not result in the removal healthy, mature, scenic trees, and will not result in cumulative impacts or significant effects to scenic or historical resources. The project area is not located on a site that is included on the lists compiled pursuant to §65962.5 of the Government Code. The acquisition will not affect any wetland, officially designated scenic area, or officially mapped area of severe geologic hazard.

Contact Person: Steve Ehret, Planning Manager
Sonoma County Regional Parks Department

Telephone Number: (707) 565-2041

Date: August 19, 2014



August 11, 2014

Chair David Rabbitt
Sonoma County Board of Supervisors
575 Administration Drive, Room 100 A
Santa Rosa, CA 95403

RE: Sonoma Mountain revenue for land management

Dear Chair Rabbitt and Sonoma County Board of Supervisors:

The Coastal Conservancy was pleased to provide \$1,500,000 towards the acquisition of the Walsh property as a part of the protection of Sonoma Mountain. Conservancy staff continue to work with partners, Sonoma County Agricultural Protection and Open Space District (SCAPOS) and Sonoma County Regional Parks (SCR), on numerous projects related to Bay Area Ridge Trail planning and construction in the vicinity of Sonoma Mountain.

Conservancy staff have been working with both SCAPOS and SCR on the transfer of the Sonoma Mountain property to SCR. Conservancy staff visited the Walsh property with SCAPOS and SCR in order to refine a common vision for public access and resource protection at the site. Further, Conservancy staff have drafted an amended Offer to Dedicate (OTD) to be recorded along with the Conservation Easement (CE) to be held by SCAPOS for the transfer of the Sonoma Mountain property to SCR.

The Conservancy's OTD anticipates the on-going use of the cell towers by the owner of the Walsh property on Sonoma Mountain. SCAPOS's CE, as drafted, ensures use of revenue generated on the property for the protection and maintenance of Sonoma Mountain. As a matter of general principle the Conservancy prefers for any revenue generated on land acquired with Conservancy funds to go towards the operation and maintenance of the purchased property. We are amenable to a mutually agreed upon plan to address the cell tower revenue.

Sincerely,


Samuel Schuchat
Executive Officer

1330 Broadway, 13th Floor
Oakland, California 94612-2512
510-286-1015 Fax: 510-286-0470