

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

FRIDAY

NOVEMBER 14, 2014

1:00 P.M.

Susan Gorin
David Rabbitt
Shirlee Zane
Mike McGuire
Efren Carrillo

First District
Second District
Third District
Fourth District
Fifth District

Veronica A. Ferguson County Administrator
Bruce Goldstein County Counsel

**PLEASE NOTE: THIS MEETING WILL OCCUR ON
FRIDAY COMMENCING AT 1 P.M.,
WITH PUBLIC COMMENTS HEARD AT 3:00 P.M.**

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 usually regularly scheduled each Tuesday at 8:30 a.m. Your interest is encouraged and appreciated.

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

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

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

Public Transit Access to the County Administration Center:

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

Santa Rosa CityBus: Rt. 14

Golden Gate Transit: Rt. 80

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

APPROVAL OF THE CONSENT CALENDAR

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

PUBLIC COMMENT

Any member of the audience desiring to address the Board on a matter on the agenda: Please walk to the podium and after receiving recognition from the Chair, please state your name and make your comments. In order that all

interested parties have an opportunity to speak, please be brief and limit your comments to the subject under discussion. Each person is usually granted 3 minutes to speak; time limitations are at the discretion of the Chair. While members of the public are welcome to address the Board, under the Brown Act, Board members may not deliberate or take action on items not on the agenda, and generally may only listen.

1:00 P.M. CALL TO ORDER

PLEDGE OF ALLEGIANCE

I. APPROVAL OF THE AGENDA

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

II. BOARD MEMBER ANNOUNCEMENTS

III. CONSENT CALENDAR

(Items 1 through 23)

PRESENTATIONS/GOLD RESOLUTIONS

(Item 1)

PRESENTATION AT THE BOARD MEETING

1. Adopt a Gold Resolution commending Barbara Lee for 20 years of service to the Northern Sonoma County Air Pollution Control District and the Department of Transportation and Public Works. (Transportation and Public Works)

AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT

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

2. Authorize the General Manager of the Sonoma County Agricultural Preservation and Open Space District to enter into an agreement with the Conservation Biology Institute for the production of a land conservation and management decision support tool for \$115,866 for one year from the date of execution.

AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT

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

AND

TRANSPORTATION AND PUBLIC WORKS

3. Urban Footprint Climate Scenario Modeling Tool Development -
 - (A) Authorize the General Manager of the Agricultural Preservation and Open Space District to enter into an agreement with Calthorpe Associates in the amount of \$250,000 to develop the climate scenario modeling tool Urban Footprint.
 - (B) Ratify the Memorandum of Understanding between Transportation and Public Works and the Open Space District to distribute grant funds to the Open Space District for implementation of the Urban Footprint.

CONSENT CALENDAR (Continued)

SONOMA COUNTY WATER AGENCY

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

4. Mirabel Fish Screen and Fish Ladder Replacement Change Order – Authorize the General Manager to execute Change Order No. 3 to a contract with F&H Construction, Inc. totaling \$142,000 for additional work required to maintain minimum in-stream flows and to complete a rock fish passage. (Fifth District)
5. Authorize the Chair to execute the second amended agreement with Dina Luvishis for as-needed database and web development services, increasing the consultant's rate by \$5 per hour to \$70 per hour and the not-to-exceed amount by \$90,000, and extending the agreement term by two years for a new agreement total not-to-exceed \$170,000 and an end date of December 31, 2016.
6. Authorize the Chair to execute an agreement with Vistronix, LLC, for remote website hosting and services for IBM® Maximo® asset management software for the amount of \$139,000; agreement terminates on July 31, 2016.

SONOMA VALLEY COUNTY SANITATION DISTRICT

(Directors: Gorin, Rabbitt, Rouse, Alternate McGuire)

7. Sonoma Valley Trunk Main Replacement Project Geotechnical and Environmental Site Assessment –
 - (A) Authorize the Chair to execute a first amended agreement with Kleinfelder, Inc. increasing the amount payable by \$11,472 and expanding the scope of work to include additional geotechnical borings, for a new not-to-exceed agreement total of \$187,438 and retaining the same end date of March 31, 2017.
 - (B) Authorize the Chair to execute a first amended agreement with ERM-West, Inc. increasing the amount payable by \$2,500 and expanding the scope of work for the Phase 2 Environmental Site Assessment to include additional field work for more borings, for a new not-to-exceed agreement total of \$36,085 and retaining the same end date of July 31, 2015. (First District)

AUDITOR-CONTROLLER-TREASURER-TAX COLLECTOR

8. Accept the Sonoma County Economic Development Board and Sonoma County Economic Development Foundation Internal Audit Report for the period July 1, 2011 through June 30, 2013.

COUNTY ADMINISTRATOR

9. Approve an agreement between Sonoma County Fair and Exposition, Inc., the County of Sonoma, and Tawny Tesconi regarding employment services for Interim Director of the Department of General Services from November 17, 2014 through August 31, 2015.

CONSENT CALENDAR (Continued)

10. Long Term Road Plan Outreach Effort and Contract Amendment -
(A) Approve the outline for the Long Term Road Plan public education and outreach effort.
(B) Authorize the County Administrator to approve the first amendment to an agreement with Fairbanks, Maslin, Maullin, Metz & Associates (FM3), in an amount not-to-exceed \$100,000, expanding the scope of work to include additional surveys and facilitation services, and extending the contract term, for a new not-to-exceed contract total of \$200,000 and end date of November 30, 2015.

DISTRICT ATTORNEY/HUMAN SERVICES

11. U. S. Department of Justice, Office on Violence Against Women Abuse in Later Life (OVW/AILL) Program –
Authorize the Director of Human Services Department to sign and execute agreements with the Council on Aging for a grant of \$54,900 and with Legal Aid of Sonoma County for \$38,625. Through a Memorandum of Understanding, Human Services is the lead agency collaborating with the Office of the District Attorney to administer these contracts. The contract period will be November 3, 2014 through April 30, 2016.

ECONOMIC DEVELOPMENT BOARD

12. Approve a Revised Joint Powers Agreement with the County of Mendocino for the formation of the Sonoma Mendocino Economic Development District.

FAIRGROUNDS

13. Ratify the County Administrator's action executing an emergency contract with American Technologies, Inc. (ATI) for immediate fire remediation services under the authority of Ordinance No. 4851 on the Grace Pavilion for an amount not-to-exceed \$300,000.

FIRE AND EMERGENCY SERVICES

14. Adopt a Resolution approving the 2014 update to the Sonoma County Operational Area Hazardous Materials Incident Response Plan.
15. Adopt a Resolution extending the proclamation of a local state of emergency in the Sonoma County Operational Area due to damage arising from the August 24, 2014, South Napa Earthquake.

GENERAL SERVICES/ECONOMIC DEVELOPMENT BOARD

16. Authorize the General Services Director to execute a lease amendment with Hilltop Medical Center, LLC, successor-in-interest to Madalyn, LLC, for the Economic Development Board / Creative Sonoma Arts Program, the Workforce Investment Board Business Services Program, and the Bilingual Business Assistance Program, for approximately 1,747 sq. ft., in the building located at 141 Stony Circle, Santa Rosa, for an additional \$2,533 per month, or an additional \$30,398 per year, for a term to expire on October 31, 2017, with options to extend the term through October 31, 2021, concurrent with the existing lease.

CONSENT CALENDAR (Continued)

GENERAL SERVICES/HUMAN SERVICES

17. Authorize the Clerk to publish a notice, declaring the Board's intent to enter into a lease with Cornerstone Properties II S, LLC, for approximately 5,252 rentable sq. ft. of office space, in Building H located at 3645 Westwind Boulevard, Santa Rosa, for an initial rental rate of \$1.70 per sq. ft. per month (\$8,928 per month or \$107,140 per year), subject to adjustment as described in said lease, for an initial 2 and one-half year term to expire on May 31, 2017.

HUMAN RESOURCES

AND

SONOMA COUNTY WATER AGENCY

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

AND

AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT

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

AND

COMMUNITY DEVELOPMENT COMMISSION

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

AND

NORTHERN SONOMA COUNTY AIR POLLUTION CONTROL DISTRICT

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

18. Miscellaneous Classification and Compensation Changes –
- (A) Approve a concurrent Resolution amending the Salary Resolution No. 95-0926, Appendix A - Salary Tables, to reflect the retitling of the classification of Assistant Registrar of Voters to Chief Deputy Registrar of Voters; amending the Memorandum of Understanding between the County and SEIU Local 1021, Appendix A - Salary Table Scales, to reflect the re-titling of the classification of Supervising Child Support Officer to Child Support Services Supervisor; and to establish the new classification and salary of Refuse Enforcement Specialist, effective November 14, 2014.
- (B) Approve a Resolution amending the Department Allocation List for the Department of Child Support Services to reflect the deletion of 1.0 Full-Time Equivalent (F.T.E.) Child Support Financial Supervisor and 3.0 F.T.E. Legal Staff Supervisor allocations, and the addition of 4.0 F.T.E. Child Support Services Supervisor allocations; amending the Department Allocation List for the Department of Transportation and Public Works to add 1.0 F.T.E. Refuse Enforcement Specialist allocation; and amending the Department Allocation List for Fire and Emergency Services to delete 1.0 F.T.E. Account Clerk II and to add 1.0 F.T.E. Senior Account Clerk allocations, effective November 14, 2014.

TRANSPORTATION AND PUBLIC WORKS

19. Authorize the Chair to execute an agreement with Russian Riverkeeper, totaling \$173,880 for five years from the agreement execution date, for creek bank restoration and riparian habitat enhancement as mitigation relating to the Charles M. Schulz – Sonoma County Airport Runway Safety Improvement Project. (Fourth District)

CONSENT CALENDAR (Continued)

20. Authorize the Chair to execute the third amendment to the second amended agreement for Professional Services with Mead & Hunt, Inc. in the amount of \$560,579 for a total agreement amount not-to-exceed \$8,053,095 for construction management services relating to the Airport Runway Safety Area Project and design services relating to the terminal remodel. (Fourth District)

TRANSPORTATION AND PUBLIC WORKS
AND
NORTHERN SONOMA COUNTY AIR POLLUTION CONTROL DISTRICT
(Directors: Gorin, Rabbitt, Zane, McGuire, Carrillo)

21. Adopt a Resolution authorizing the Air Pollution Control Officer of the Northern Sonoma County Air Pollution Control District to:
- (A) Execute a Funding Agreement for electric vehicle charging stations, in a form approved by County Counsel, with the Best Western Dry Creek Inn in Healdsburg for the amount of \$17,623 to fund the purchase and installation of two electric vehicle chargers, one dual-unit and one single-unit; and
 - (B) Amend the agreement, in a form approved by County Counsel, provided there is no increase in the funding amount.

MISCELLANEOUS

22. Approve the Minutes of the Meeting of October 21, 2014 for the following: Agricultural Preservation and Open Space District, Community Development Commission, Northern Sonoma County Air Pollution Control District, Occidental County Sanitation District, Russian River County Sanitation District, South Park County Sanitation District, Sonoma County Water Agency, and Board of Supervisors; and Approve the Minutes of the Meeting of October 21, 2014 for the Sonoma Valley County Sanitation District.

APPOINTMENTS/REAPPOINTMENTS

(Item 23)

23. Approve the appointment of Carol Eber to the Sonoma County Regional Parks Foundation for a term of two years, beginning November 14, 2014 through November 14, 2016. (Second District)

IV. REGULAR CALENDAR

(Items 24 through 26)

COUNTY ADMINISTRATOR

24. Fiscal Year 2014-15 Advertising Program Category A5 Grant Awards -
- (A) Approve Fiscal Year 2014-15 Advertising Program Category A5 - Visitor Way Finding and Signage grant awards and authorize the County Administrator to execute contracts.
 - (B) Approve an allocation in the amount of \$200,000 to the Sonoma County Fair Foundation for the construction of the Saralee and Richard's Barn agricultural education center, granting a one year contribution of \$100,000, and pledging \$100,000 in matching funds toward the fundraising campaign.

COUNTY ADMINISTRATOR

AND

COMMUNITY DEVELOPMENT COMMISSION

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

AND

NORTHERN SONOMA COUNTY AIR POLLUTION CONTROL DISTRICT

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

AND

AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT

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

AND

SONOMA COUNTY WATER AGENCY

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

AND

RUSSIAN RIVER COUNTY SANITATION DISTRICT

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

AND

OCCIDENTIAL COUNTY SANITATION DISTRICT

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

AND

SOUTH PARK COUNTY SANITATION DISTRICT

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

AND

SONOMA VALLEY COUNTY SANITATION DISTRICT

(Directors: Gorin, Rabbitt, Rouse, Alternate McGuire)

25. Fiscal Year 2014-15 1st Quarter Budget Update –
- (A) Receive Fiscal Year 2014-15 Budget Information.
 - (B) Adopt a Concurrent Resolution of the Board of Supervisors, the Community Development Commission, the Northern Sonoma County Air Pollution Control District, the Agricultural Preservation & Open Space District, the Russian River County Sanitation District, the Occidental County Sanitation District, the South Park County Sanitation District, and the Sonoma County Water Agency adjusting Fiscal Year 2014-15 Budget Appropriations and Position Allocations.
 - (C) Adopt a Resolution of the Sonoma Valley County Sanitation District, adjusting the Fiscal Year 2014-15 Budget.
(4/5 vote required)

REGULAR CALENDAR (Continued)

TRANSPORTATION AND PUBLIC WORKS
AND
NORTHERN SONOMA COUNTY AIR POLLUTION CONTROL DISTRICT
(Directors: Gorin, Rabbitt, Zane, McGuire, Carrillo)

26. **2:00 P.M.** Northern Sonoma County Air Pollution Control District Rule Changes to Meet Environmental Protection Agency and State Implementation Plan Requirements - Conduct a Public Hearing and Adopt a Resolution of the Board of Directors of the Northern Sonoma County Air Pollution Control District to:
- (A) Amend the following District rules to meet new requirements of the EPA for approval as part of the State Implementation Plan (SIP):
 - a. Regulation 1, Rule 130 – Definitions
 - b. Regulation 1, Rule 200 – Permitting Requirements
 - c. Regulation 1, Rule 220 – New Source Review
 - d. Regulation 1, Rule 230 – Action on Applications;
 - (B) Direct the Air Pollution Control Officer to submit the amended rules for inclusion in the SIP and request that the EPA find the rules to be equivalent to, or more stringent than, the provisions of New Source Review Reform of 2002;
 - (C) Direct the Air Pollution Control Officer to withdraw the following rules from the SIP:
 - a. Regulation 1, Rule 160 – Ambient Air Quality Standards
 - b. Regulation 1, Rule 455 – Geothermal Emission Standards
 - c. Regulation 1, Rule 494 – Rule to Limit Potential to Emit
 - d. Regulation 1, Rule 500 – Enforcement;
 - (D) Direct the Air Pollution Control Officer to replace the table in Regulation 1, Rule 160 (Ambient Air Quality Standards) with regulatory references; and
 - (E) Direct the Air Pollution Control Officer to file a notice of exemption pursuant to the California Environmental Quality Act.
27. **PERMIT AND RESOURCE MANAGEMENT DEPARTMENT:
REVIEW AND POSSIBLE ACTION ON THE FOLLOWING:**
- a) Acts and Determinations of Planning Commission/Board of Zoning Adjustments
 - b) Acts and Determinations of Project Review and Advisory Committee
 - c) Acts and Determinations of Design Review Committee
 - d) Acts and Determinations of Landmarks Commission
 - e) Administrative Determinations of the Director of Permit and Resource Management
28. **3:00 P.M.** **PUBLIC COMMENT ON MATTERS NOT LISTED ON THE AGENDA**
(Comments are restricted to matters within the Board’s jurisdiction. The Board will hear public comments at this time for up to thirty minutes. Please be brief and limit your comments to three minutes. Any additional public comments will be heard at the conclusion of the meeting. While members of the public are welcome to address the Board, under the Brown Act, Board members may not deliberate or take action on items not on the agenda, and generally may only listen.)

V. CLOSED SESSION CALENDAR

(Item 29)

29. The Board of Supervisors will consider the following in closed session: Potential initiation of litigation – Lytton Band of Pomo Indians (Gov't. Code Section 54956.9(d)(4)).

30. **ADJOURNMENTS**

NOTE: The next Special Board Meeting will be held on Monday, November 24, 2014 commencing at 8:30 a.m. with public comments heard at 2 p.m.

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

1. November 24th (PM) - Riparian Corridor Zoning Amendments, ORD 13-0002.
2. December 2nd (PM) - General Plan Amendment/Zone Change, ZCE13-0003.
3. December 2nd (PM) - 2014 Housing Element, GPA13-0009.
4. December 2nd (PM) - Zone Change to remove the Z combining district; ZCE13-0017.
5. December 2nd (PM) - Third General Plan Amendment Package for 2014; PLP11-0040.
6. December 9th (PM) - Riparian Corridor Zoning Amendments, ORD 13-0002.



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 Directors of the Northern Sonoma County Air Pollution Control District and the County Board of Supervisors

Board Agenda Date: November 14, 2014

Vote Requirement: Majority

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

Staff Name and Phone Number:

Susan Klassen (707) 565-2231

Supervisorial District(s):

All

Title: Gold Resolution – Barbara Lee, Air Pollution Control Officer

Recommended Actions:

Adopt a resolution commending Barbara Lee for 20 years of service to the Northern Sonoma County Air Pollution Control District and the Department of Transportation and Public Works.

Executive Summary:

The Northern Sonoma County Air Pollution Control District (NSCAPCD) and the Department of Transportation and Public Works (TPW) would like to honor Barbara Lee for 20 years of exemplary service to the citizens of the County. Barbara began her time at NSCAPCD in 1994 and has served as the Air Pollution Control Officer at the NSCAPCD since 1996.

In the course of her years of service to Sonoma County, Barbara has played a pivotal role in shaping key air pollution control programs that have measurably improved air quality in Northern Sonoma County. Barbara has also taken a leadership role for the State of California and the Nation serving as co-chair of the National Association of Clean Air Agencies Monitoring Committee, co-chair of the California Environmental Protection Agency Environmental Justice Advisory Committee from 2005 to 2007, and as a member of the California Air Pollution Control Officers Association Board since 1995, where she served as president in 2000, 2005 and 2008.

Barbara has recently accepted an appointment by the Governor to the position of Executive Director of the State Department of Toxic Substances Control, and therefore has resigned her position with the District and the County effective November 30, 2014.

Prior Board Actions:

None.

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Honoring a long-term employee for her contributions to the County.

Fiscal Summary - FY 14-15

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

Narrative Explanation of Fiscal Impacts (If Required):

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Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

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Attachments:

Resolution

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

None



County of Sonoma
State of California

Date: November 14, 2014

Item Number: _____

Resolution Number: _____



4/5 Vote Required

Resolution Of The Board of Directors of the Northern Sonoma County Air Pollution Control District and the Board Of Supervisors Of The County Of Sonoma, State Of California, Commending Barbara Lee, For Her Dedication and Service To The Northern Sonoma County Air Pollution Control District and The Sonoma County Department of Transportation and Public Works.

Whereas, Barbara has worked for the Northern Sonoma County Air Pollution Control District for 20 years, beginning in 1994, and

Whereas, Barbara has served as the Air Pollution Control Officer at the Northern Sonoma County Air Pollution Control District since 1996, and

Whereas, Barbara played has played a pivotal role in shaping key air pollution control programs that have measurably improved air quality in Northern Sonoma; and

Whereas, Barbara has played a leadership role in the State of California and the Nation serving as co-chair of the National Association of Clean Air Agencies Monitoring Committee, co-chair of the California Environmental Protection Agency Environmental Justice Advisory Committee from 2005 to 2007, and as a member of the California Air Pollution Control Officers Association Board since 1995, where she served as president in 2000, 2005 and 2008, and

Whereas, Barbara has led District efforts to reduce emissions from woodstoves and fireplaces, monitor air emissions from the Geysers Geothermal area, and

Whereas, Barbara worked tirelessly to establish positive relationships and common goals between the District, the local fire protection agencies, the agricultural community, and the residents of Northern Sonoma County, and

Whereas, Barbara, has been willing to share her knowledge and experience with the Department of Transportation and Public Works, as well as other Departments and Agencies outside the District to further significant initiatives such as establishing an electric vehicle charging network, addressing climate change and promoting clean

Resolution #

Date:

Page 2

energy and sustainability, throughout Sonoma County and

Whereas, under Barbara's leadership the Northern Sonoma County Air Pollution Control District has attained compliance with all federal and state Ambient Air Quality Standards, and

Whereas, Barbara has been a mentor, a leader and a friend to those in the District office, and in the Department of Transportation and Public Works, and will be greatly missed.

Now, Therefore, Be It Resolved that the District Board of Directors and the County Board of Supervisors wishes to express their deep appreciation and commend the manner in which Barbara has led the District and served Board of Directors and the County Board of Supervisors.

Be It Further Resolved the District Board of Directors and the County Board of Supervisors of the County of Sonoma wishes to congratulate her on her appointment, by the Governor of the State of California, to the position of the Executive Director of the State Department of Toxic Substances Control and wish her the best in all future endeavors.

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma Agenda Item Summary Report

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

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

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

Board Agenda Date: November 14, 2014

Vote Requirement: Majority

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

Staff Name and Phone Number:

Program Manager: Karen Gaffney, 565-7344

Supervisorial District(s):

All

Title: Decision Support Tool for Assessing Agricultural and Natural Resource Conservation Priorities

Recommended Actions:

Authorize the General Manager of the Sonoma County Agricultural Preservation and Open Space District to enter into an agreement with the Conservation Biology Institute for the production of a land conservation and management decision support tool for Sonoma County for \$115,866.

Executive Summary:

The Sonoma County Agricultural Preservation and Open Space District (District) is seeking approval from its Board for the production of a land conservation and management decision support tool to enhance the efficiency and effectiveness of its land acquisition and management actions. The decision support tool, called Environmental Evaluation Modeling System (E.E.M.S.) produced by Conservation Biology Institute (C.B.I.), is widely used by conservation organizations and unites open space preservation planning practices, customized mapping technology, local environmental data, and mathematical decision analysis software to evaluate multiple open space benefits across the entire county. The tool and C.B.I.'s conservation planning expertise will enhance the District's current capacity to identify properties with high conservation value for acquisition, to prioritize land management actions, to engage stakeholders in conservation prioritization and to share information regarding District impact with the community. This tool represents a substantial enhancement to current District and County G.I.S. capacity and software – it is a new module that integrates with and builds on existing GIS capacity, and is customized for use in conservation planning. In order to develop a tool for the District that incorporates Sonoma County's diverse land cover and land uses, C.B.I. will work closely with District staff and its advisors to customize the tool's prioritization framework and source tool inputs from local environmental data, including from partner agencies such as County of Sonoma Information Services Department, Sonoma County Permit and Resource Management Department, and Sonoma County Water Agency, as well as from the Sonoma County Vegetation Mapping and LiDAR Program (<http://www.sonomavegmap.org>). The tool will include interactive online visualizations for public inspection of maps and understanding of how prioritizations are made. This tool will help carry out Board direction (see District Management Review, August 2014) to develop an integrated, hierarchical

planning framework, improve decision-making transparency, develop performance measures and move toward proactive land acquisition prioritization that incorporates all of the District's areas of focus (e.g., agriculture, greenbelts, water resources, habitat, climate adaptation and mitigation, and recreation). Implementation of the decision support tool will result in greater effectiveness, efficiency, and transparency in both decision-making and ultimate conservation outcomes, such as more acres of protected land, increased open space value per individual acquisition, and greater leveraging of District funds. The design of the tool is expected to last one year and will cost \$115,866. The District will receive all data and modeling code developed for the production of E.E.M.S., and will continue to use the tool for future prioritization and sharing of its activities. The District has in-house staff capacity to update tool input data, use the tool as built, and customize the software to meet future analysis needs.

Increasing effectiveness, efficiency, and transparency

The District continuously seeks to improve its effectiveness, efficiency, and transparency in accomplishing its diverse, multi-objective mission. One way in which the District is achieving increased effectiveness, efficiency, and transparency is by moving away from reactive, ad-hoc planning, and toward proactive, forward conservation planning using quality environmental data and modern decision support tools, such as E.E.M.S. The ability to deploy E.E.M.S. to support forward conservation planning is made possible by recent investments in high-quality, fine-scale environmental data (e.g., Sonoma County Vegetation Mapping and LiDAR Program, <http://www.sonomavegmap.org>) by the District and its partners.

Forward conservation planning

Forward conservation planning using E.E.M.S. involves compiling high-quality environmental data that represent important resources—such as sensitive habitats, groundwater recharge areas, scenic landscapes, and areas important to mitigating the effects of climate change (e.g., coastal habitats, riparian corridors, and agriculture on the urban edge)—and combining them in meaningful, objective and mathematically sound ways to arrive at a picture of relative value across the county. Relative value is then combined with degree of threat of conversion to produce potential priority acquisitions for District decision-makers to consider.

The benefits of forward conservation planning using E.E.M.S. are many. First, it streamlines the process to evaluate land for acquisition, which is currently done on a property-by-property basis. E.E.M.S. will allow the District to pre-evaluate all relevant properties in the county, saving significant staff time on evaluation and site visits. Second, E.E.M.S. is flexible and allows real-time shifts in priority based on conservation actions (such as the purchase of a conservation easement) and new data from important projects, such as the District's Climate Action Through Conservation project and the forthcoming deployment of the Urban Footprint greenhouse gas accounting model. This flexibility will allow the District to make informed decisions based on current conditions and knowledge, and new data as they become available. Third, forward conservation planning using E.E.M.S. will improve communication of District priorities and accomplishments with its Board, the public, and funders. E.E.M.S. is built using Geographic Information Systems (G.I.S.) software and its products are viewable on the Web via an interactive infographic called E.E.M.S. Explorer. These two technologies will enable District staff to rapidly produce and share maps, statistics, and methods of priorities and accomplishments per area of focus. This will also better position the District for external funding since regional, state, federal, and

foundation funders prefer, and in some cases require, geographically-explicit information about where and how priorities are determined.

Timing

There are several reasons the District needs to take this step toward forward conservation planning now. First, the District is engaged in several key initiatives designed to produce first-of-its-kind data for Sonoma County in the areas of climate change, ecosystem services/economic value, ecosystem health, habitat diversity, and agricultural viability. The District needs effective, efficient, and transparent methods for incorporating and combining these new data and synthesizing recommended actions. Data being produced under the District's Sonoma County Vegetation Mapping and LiDAR Program, Healthy Lands & Healthy Economies initiative, Urban Footprint (on today's Board agenda), Climate Action Through Conservation initiative, and other data development programs will result in fine-scale maps of the following natural resources:

- Agriculturally suitable land
- Oak woodland habitats and redwood forests
- Wetlands, vernal pools, and riparian corridors
- Groundwater recharge potential zones
- Carbon sequestration
- Lands important to climate change adaptation (e.g., coastal and riparian habitats)

To make the best use of these and other data, the District requires E.E.M.S., which is designed to consume data from a variety of sources and standardize them in a land conservation context so that decision-makers can make “apples-to-apples” comparisons.

Second, climate change adds particular challenges for prioritizing land acquisitions. New data on climate change and ecosystem resilience is emerging with greater frequency, including data about the critical role land conservation can play in a community's response to climate change, such as restoring coastal habitats to address sea level rise impacts, reducing greenhouse gas emissions through avoided conversion of forests, and reducing inefficient urban sprawl by protecting agricultural land on the urban edge. To effectively respond to these new challenges, the District needs a decision-making framework that allows the efficient incorporation of new data and criteria.

Third, the District will benefit greatly by aligning its countywide priorities with multiple planning efforts currently or soon to be underway. These efforts include *Climate Action 2020*, the Regional Climate Protection Authority's sustainable community strategy, the Sonoma County Permit and Resource Management Department's Local Coastal Plan update, health information from the Sonoma County Health and Human Services Department, socio-economic data from *A Portrait of Sonoma County : Sonoma County Human Development Report 2014*, the Association of Bay Area Government's Priority Conservation Areas process, the Sonoma County Water Agency's climate resilience initiative, and the California Air Resources Board carbon offsets revenue investment plan. Using E.E.M.S., the District will incorporate elements of these various plans and produce maps and information that illuminate the role land conservation plays in climate change and smart-growth solutions (e.g., how agricultural preservation on the urban edge leads to reduced greenhouse gas emissions).

Fourth, at the direction of its Board, the District plans to bring for Board approval an approach for an integrated, hierarchical planning framework and an update to its acquisition plan in 2016. The District expects E.E.M.S. to play a pivotal role in the planning process for data/analysis and public outreach in support of these Board-directed planning efforts.

Selection of E.E.M.S. and Conservation Biology Institute

The District conducted a R.F.Q. process in 2013 to identify and screen qualified contractors for GIS mapping and analysis services. The R.F.Q. included eight service areas. Contractors were requested to submit statements of qualification (S.O.Q.s) for one or more services. The service area covered under the subject contract was "Modeling and geodatabase development related conservation planning, including (but not limited to):

- Acquisition prioritization
- Project evaluation/site selection
- Conservation easement design
- Threat analyses
- Financial views
- Design of performance monitoring indicators".

Sixteen S.O.Q.s were received from the following firms: Baseline Consulting, Brian Fulfroost & Associates and PRBO, ECON, ECORP Consulting, Inc., Fugro, Geographic Resource Solutions, GHD, ICF International, Integrated Spatial Solutions, Inc., John Gallo and C.B.I., Kruse Imaging, NewFields, Sanborn, Sonoma Ecology Center, Spatial Informatics Group, and Tukman Geospatial. All firms except Geographic Resource Solutions and Kruse Imaging responded to the service area covered under the subject contract. A review committee comprised of District mapping and spatial analysis staff and management, as well as spatial data experts from Sonoma County I.S.D. reviewed all S.O.Q.s and selected a pool of qualified candidates. Environmental scientist John Gallo, a Mendocino County-based professional, and his affiliate organization, Conservation Biology Institute, an Oregon-based firm with extensive experience in conservation planning, GIS modeling, Web development, and science communication, were selected for the subject contract because of their diverse qualifications and high level of expertise, as well as their unique ability to provide E.E.M.S. The District determined E.E.M.S. is the best solution for its purposes for the following reasons: First, E.E.M.S. will best support the District as it adapts its decision-making criteria to changing conditions and new data. The underlying mathematical framework of E.E.M.S. is based on Multi-criteria Decision Analysis, the strength of which is greater flexibility in adding new factors and data. Second, E.E.M.S. will be easily utilized and customized by District staff because it is built with the same GIS software currently used by the District. Finally, E.E.M.S. will promote transparency and stakeholder engagement through an effective online infographic tool (E.E.M.S. Explorer) that allows users to view and inspect maps and the underlying mathematical decision-making framework. The agreement will be for one year from date of execution and a not-to-exceed amount of \$115,866.

Prior Board Actions:

8/19/2014 - Board approval of District Management Review conducted by CAO and Moss Adams (directed staff to develop an integrated, hierarchical planning framework, to develop performance

measures based on objective data and to more effectively share information with the Board and the community); 3/27/2012 – Board approval of District Three-year Work Plan (Enhance planning to effectively prioritize District actions); 2/24/2009 – Board approval of District Strategic Plan (Target acquisitions to protect headwaters, riparian corridors and floodplains, and groundwater storage basins; develop tools to assess climate change adaptation and mitigation benefits of District acquisitions and natural resource management activities); 6/6/2006 – Board adoption of Connecting Communities and the Land Acquisition Plan (Inventory and prioritization of high value agricultural land and habitats);

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Fiscal Summary - FY 14-15

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 115,866		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$ 115,866
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 115,866	Total Sources	\$ 115,866

Narrative Explanation of Fiscal Impacts (If Required):

Funding for E.E.M.S. is included in the District’s Fiscal Year 2014-2015 approved Conservation Planning program 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:

Agreement with Conservation Biology Institute, Inc.

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

N/A

AGREEMENT FOR CONSULTING SERVICES

This agreement ("Agreement"), dated November 10, 2014 ("Effective Date") is by and between the Agricultural Preservation and Open Space District, a California special district, (hereinafter "District"), and Conservation Biology Institute Inc., a non-profit 501(c)(3) Oregon corporation (hereinafter "Consultant").

RECITALS

WHEREAS, Consultant represents that it is a duly qualified consultant, experienced in conservation science and technology 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 development of a Spatial Decision Support System for use in the update of the District's acquisition plan;

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: Tom Robinson, Associate Planner	Name: James Strittholt, Executive Director
Address: 747 Mendocino Avenue Santa Rosa, CA 95401	Address: 136 SW Washington Avenue Corvallis, OR 97333
Phone: 707-565-7369	Phone: 415-662-2276
FAX: 707-565-7359	FAX:
Email: tom.robinson@sonoma-county.org	Email: john.gallo@consbio.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 the Consultants' representation of its professional ability and training as a material inducement to enter into this Agreement. Consultant hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by District shall not operate as a waiver or release. If District determines that any of Consultant's work is not in accordance with such level of competency and standard of care, District, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with District to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge as deemed reasonable by District; (c) terminate this Agreement pursuant to the provisions of Section 4; or (d) pursue any and all other remedies at law or in equity.

1.4 Assigned Personnel.

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

2. Payment

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

Consultant shall be paid on a time and material/expense basis in accordance with the budget set forth in Exhibit A, provided, however, that total payments to Consultant shall not exceed \$115,866 (one hundred fifteen thousand, eight hundred and sixty-six dollars) without the prior written approval of District. Consultant shall submit its invoices in arrears on a monthly basis in a form approved by District's General Manager or designee. Expenses not expressly authorized by the Agreement shall not be reimbursed. The invoices shall show or include, at a minimum, the following information:

- Name of Project: Spatial Decision Support System Development
- District Contract Number: #901
- Copies of all subconsultant/subcontractor invoices, if any

- Description of services performed
- The hourly rate or rates of the persons performing the task
- Copies of receipts for reimbursable materials/expenses, if any, and
- Any other information requested by the District

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 November 10, 2014 to November 10, 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 for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if District terminates the Agreement for cause pursuant to Section 4.2, District shall deduct from such amount the amount of damage, if any, sustained by District by virtue of the breach of the Agreement by Consultant.

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

5. Indemnification. Consultant agrees to accept all responsibility for loss or damage to any person or entity, including District, and to defend, indemnify, hold harmless, and release District, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, that arise out of, pertain to, or relate to Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant agrees to provide a complete defense for any claim or action brought against District based upon a claim relating to such Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant's obligations under this Section 5 apply whether or not there is concurrent negligence on District's part, but to the extent required by law, excluding liability due to District's conduct. District shall have the right to select its legal counsel at Consultant's expense, subject to Consultant's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

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

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

shall be extended by a number of days equal to the number of days Consultant has been delayed.

8. Modifications to Agreement. Extra or changed work or other modifications to this Agreement shall not be effective unless and until such change is evidenced by a writing signed by both parties. Minor changes, which do not increase the amount paid under the Agreement, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the District's General Manager in a form approved by District Counsel. The District's Board of Directors must authorize all other modifications to this Agreement. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, District personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Consultant to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the District.

9. Representations of Consultant.

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

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

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

9.4 Records Maintenance. Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are

compensable under this Agreement and shall make such documents and records available to District for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.

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

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

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

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

9.9 Ownership and Disclosure of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("Documents"), in whatever form or format prepared by Consultant or Consultant's subcontractors, consultants, and other agents in the performance of 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. Notwithstanding the forgoing, Documents or intellectual property owned by Consultant or owned or licensed by a third party to this Agreement that may be referenced or assembled by Consultant in the performance on this Agreement are excluded from the terms of this Section 9.9.

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

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

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

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

12. Method and Place of Giving Notice, Submitting Invoices and Making Payments. All notices, invoices, and payments shall be made in writing and may be given by personal delivery or by U.S. Mail, courier service, or the preferred method of email. 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 emailed to: apospd-accounts.payable@sonoma-county.org

TO CONSULTANT:

Conservation Biology Institute, Inc.
136 SW Washington Avenue, Suite 202
Corvallis, OR 97333
john.gallo@consbio.org

When a notice, invoice, or payment is given by a generally recognized overnight courier service, the notice, invoice or payment shall be deemed received on the next business day. When a copy of a notice, invoice, or payment is sent by facsimile or email, the notice, invoice, or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, invoice, or payment is promptly deposited in the U.S. mail and postmarked on the date

of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, invoices and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

13. Miscellaneous Provisions.

13.1 No Waiver of Breach. District's choice not to exercise, or delay in exercising, any right, power or privilege under this Agreement shall not operate as a waiver; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof. Waiver by District of a breach of any provision of this Agreement must be in writing and shall not operate or be construed as a waiver of any subsequent breach of the same or any other term or promise contained in this Agreement.

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

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

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

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

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

13.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure

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

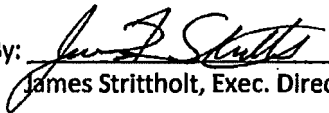
13.8. Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

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

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

CONSERVATION BIO INSTITUTE

SONOMA COUNTY AGRICULTURAL
PRESERVATION AND OPEN SPACE DISTRICT:

By: 
James Strittholt, Exec. Director

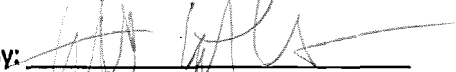
By: _____
William J. Keene, General Manager

Date: _____

Date: _____

APPROVED AS TO FORM FOR DISTRICT:

APPROVED AS TO SUBSTANCE FOR DISTRICT:

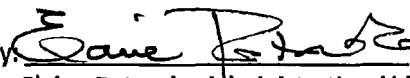
By: 
Elizabeth Coleman,
Deputy County Counsel

By: 
Tom Robinson, Associate Planner
Conservation Planning

Date: 11-4-2014

Date: 11/4/2014

CERTIFICATES OF INSURANCE ON
FILE WITH THE DISTRICT

By: 
Elaine Rotondo, Administrative Aide

Date: 11/4/14

Exhibit A

Spatial Decision Support System

Scope of Services

Conservation Biology Institute

Background

The District is in the process of developing a mapping tool, or Spatial Decision Support System (SDSS), that will efficiently integrate and synthesize the District's numerous and diverse environmental and economic data into priority conservation areas for District decision-makers on demand. The SDSS will fulfill the District's land conservation prioritization needs at a variety of scopes and scales. It will support the development of a ten-year, comprehensive conservation strategy as well as smaller-scale, focused information generation and prioritization analyses – e.g., calculating open space, natural resource, and climate benefits of a proposed conservation easement project. It will produce county-wide and localized outputs (e.g., high priority habitat areas) to be integrated with other open space planning and scenario-building processes (e.g., Urban Footprint, County General Plan updates, or updates to the Association of Bay Area Government's Priority Conservation Areas program). Finally, the SDSS prioritization framework (i.e., its hierarchical data integration architecture) will be published online as an interactive, Web-based program so the public can view and inspect the District's prioritization methods and priority conservation areas.

The District has laid the groundwork for an SDSS by acquiring geographic data representing the many different agricultural and other natural resources the District seeks to protect from development, and through the development of a prototype SDSS framework. The final stage of the SDSS development entails integrating the data and framework with an interactive software tool that the District can use to quickly generate information to support its programs and inform its Board and constituents.

This scope of work covers the final stage of SDSS development and will result in a fully-operable SDSS that is compatible with the District's Geographic Information Systems software. Work under this scope is to be completed by Conservation Biology Institute ("CBI" or "Consultant") in close collaboration with District staff. The principal consultant is CBI senior scientist, John Gallo, PhD, whose expertise is computer modeling for conservation science applications. For the District's SDSS, Mr. Gallo will be leveraging his past experience in helping to develop a prototype SDSS for the District as well as developing SDSSs for the Central California Coast, South Africa, and the Sierra Nevada mountains for a variety of public and private conservation organizations and agencies. Expertise on CBI staff also includes web software development and science communications.

Achieving a balance between scientific rigor and stakeholder buy-in is the most important factor in the success of the SDSS and the planning and decision-making processes eventually supported by it.

Consultant will be responsible for researching and integrating sound scientific methods into the District's SDSS while ensuring the SDSS framework and methods are practical, simple, and easily understandable by the District's stakeholders: the public and local decision-makers. The primary focus of this scope is developing work products, although there will be times where engaging the scientific community is necessary (e.g., feedback on model parameters).

The success of the SDSS development is also dependent upon the ability of District staff and consultants to clearly communicate the inner-workings of the SDSS. To that end, Consultant will research and document rationales for the inclusion of modeling factors and associated parameters in the form of concise memos that District staff can use as communication aids.

Roles and decision duration

While the Consultant Lead will understand more details about the project, the District Lead will understand the context of the project the most. Hence, the District Lead needs to approve the workplan, all major changes to the workplan, and the wireframe (detailed later). The District Lead will have two weeks for any such decision point, otherwise, the Consultant Lead will make the decision. However, the Consultant Lead can make changes to how any particular task is implemented without approval, as long as the overall task description is not changed. If there is a difference in opinion between the Consultant Lead and the District lead, then the District Lead will make the decision if it is a task level or higher decision, and the Consultant Lead will make the decision if it is about how a task will be implemented.

Tasks

1. Develop Spatial Decision Support System

Consultant will develop a Spatial Decision Support System (SDSS) for the District to support conservation planning. The SDSS will produce the following results:

- Relative conservation value across multiple ecosystem themes (e.g., agriculture, greenbelts around cities, biodiversity, climate resilience, ecosystem services). The values will be hierarchically integrated in order to produce overall rankings at various combinations.
- Generation of future land use scenarios that maximize a suite of ecosystem values.
- Quantitative evaluation and comparison of future land use/land cover scenarios generated from a variety of sources (e.g., District analysis, Urban Footprint, Sonoma County General Plan, and the SDSS)
- Online interface for public viewing and inspection

The SDSS will be developed such that District staff can efficiently produce the above results as needed to respond to requests by its Board and the public as well as for internal decision-making. The technical platform will include Environmental Evaluation Modeling System (EEMS). The EEMS model will interact

with Esri ArcGIS 10.2 software and will also be published on Data Basin website as an EEMS Explorer Display in order for the public to view and inspect the methodology.

The underpinning architecture of the SDSS will be a multi-criteria hierarchy using principles of multiple-criteria decision analysis (MCDA). MCDA facilitates the combining of diverse data inputs (e.g., habitat, carbon sequestration potential) per user-specified criteria (e.g., must be within a given distance of a geographic feature) using mathematical weighting factors that indicate relative importance of each input. The multi-criteria hierarchy will act as the blueprint of the core part of the decision-making framework and ultimately will be viewable in the EEMS Explorer Display. The actual analytical implementation of the hierarchy will be via Python and ModelBuilder scripts collated into one or several ArcGIS Script Tool(s) compatible with Esri ArcGIS 10.2, a Geographic Information System (GIS) software package.

Consultant's roles in developing the SDSS will involve 1) compiling foundational datasets (e.g., vegetation/habitat inventory, building footprints, groundwater recharge potential, pervious/impervious surfaces); 2) combining foundational datasets into intermediary datasets per thematic interest (i.e., areas suitable for agricultural production) using credible methods and criteria; 3) combining intermediary datasets, threat of conversion, and landscape ecology metrics (e.g., patch size, spatial optimization) to identify areas of maximum co-benefit, high risk of loss, and spatial efficiency (i.e., large connected blocks versus small disconnected fragments); and 4) providing content and assistance to District staff in its communications to the public about the technical and scientific aspects of the SDSS and conservation planning.

The District will supply Consultant with foundational datasets and some intermediary datasets (e.g., parcel developability, landscape naturalness). Consultant will be responsible for completing all intermediary datasets needed to implement the SDSS.

The development of the SDSS will involve multiple design decision points over the life of the process. For transparency reasons, it is important to document what was decided and why. For each decision point, Consultant will research, develop rationales for, and propose in the form of concise memos multiple solutions for District staff to evaluate and choose. Consultant will also memorialize each decision made in an ongoing technical memo. Quarterly updates to the Adaptive Work Plan will be the primary vehicle for conveying context and rationales for decision points. Individual memos may also be used when the timing of a decision point does not coincide with quarterly updates.

Deliverables: SDSS multi-criteria hierarchy in Microsoft Visio format and as EEMS Explorer Display. Individual Python and Modelbuilder scripts and Script Tools. Technical memo that documents the overall SDSS design, data inputs, and design/input decisions and rationales.

2. Reports, Invoicing, and Scheduling

Consultant will submit monthly 1 or 2-page progress reports. Monthly progress reports will be delivered along with an invoice. Information in the monthly progress reports includes work accomplished during the billing period, deliverables made, an up-to-date project schedule, and any changes made to

techniques or to the Work Plan. Project schedules are critical for meeting deadlines, and keeping a project on track. The project schedule, like the Work Plan, is a “working document,” changing to accommodate project shifts.

Deliverables: Monthly progress reports and invoices, up-to-date project schedule. A draft of the first monthly progress report will be submitted to the District for review and input.

Cost of Services and Schedule

Products and services		Estimated Completion Date	Labor Costs	Travel Expenses	Total Costs (\$)	Aggregate Totals (\$)
Billing Rate (per hr)						
1	Develop SDSS					
1.1	Produce wireframe (i.e. methods overview and high level Visio Diagrams) of SDSS (including multi-criteria hierarchy, software interface, priority mapping, and web interface). Detailed logic model done later in the Draft SDSS stage.	12/11/2014	\$ 4,000		\$ 4,000	
1.2	Obtain input on wireframe from District and technical reviewers	12/27/2014	\$ 1,557		\$ 1,557	
1.3	Refine wireframe as needed	1/10/2015	\$ 1,750		\$ 1,750	
*	Milestone: Project Preparation	1/10/2015				\$ 7,307
1.4	Update the Priority Mapper features to be added onto EEMS and detail the specs (e.g. Call External Models; Power Weighted Division; Connectivity (Linkage Mapper); and Representation)	1/31/2015	\$ 11,500	\$ 850	\$ 12,350	
1.5	Build these features into EEMS, and the EEMS Language	4/2/2015	\$ 16,000		\$ 16,000	
1.6	Build new features into EEMS Explorer (e.g. Include LinkageMapper into EEMS Explorer, include Marginal Value Functions (i.e. Representation), therefore include EEMS within EEMS, include Division)	4/27/2015	\$ 6,750		\$ 6,750	
*	Milestone: Integration of much of LandAdvisor and pre-existing District Prototype Techniques into EEMS Framework and EEMS Explorer	4/27/2015				\$ 35,100
1.7	Copy District Data, compile other data, and generate and implement the multi-scale pre-processing model for the SDSS.	3/27/2015	\$ 12,220		\$ 12,220	
1.8	Diagram the draft logic model with one round of District input, create the draft SDSS and generate draft Priority Mapper results	4/10/2015	\$ 2,415		\$ 2,415	
1.9	Create the draft SDSS and generate draft Priority Mapper results	5/11/2015	\$ 10,625		\$ 10,625	
*	Milestone: Draft SDSS	5/11/2015				\$ 14,635
1.10.	Produce draft white paper that describes inputs, logic model, and rationales	6/10/2015	\$ 7,500		\$ 7,500	
1.11	Port draft logic model and data (inputs, metadata, and draft results) to Data Basin website (& EEMS Explorer)	6/17/2015	\$ 7,440		\$ 7,440	

	for online inspection/ interactivity by internal and external Reviewers			
1.12	Draft plan and wireframes of multi-media communication products and aids	6/17/2015	\$ 3,870	\$ 3,870
*	Milestone: Draft report and Web-SDSS	6/17/2015		\$ 18,810
1.13	Facilitate review process (with online workshops/webinar); also do internal review.	7/11/2015	\$ 6,099	\$ 6,099
1.14	Revise SDSS based on reviews and upload new results	7/18/2015	\$ 2,500	\$ 2,500
1.15	Produce multi-media communication products and aids	7/27/2015	\$ 3,870	\$ 3,870
1.16	Finish white paper based on reviews, and updated wireframe figures and methods.	8/17/2015	\$ 5,820	\$ 5,820
	Milestone: Completed report and web-SDSS	8/17/2015		\$ 18,289
1.17	Transfer products and techniques to District Staff: Provide SDSS, and methods for revision of parameters, SDSS maintenance, & evaluation	9/2/2015	\$ 4,500	\$ 150
1.18	Transfer products and techniques to District Staff: : Provide three 2-hour training sessions for District staff (Core GIS Users, All Staff, and Managers)	9/10/2015	\$ 4,500	\$ 450
*	Milestone: Completed Product Transfer	9/10/2015		\$ 9,600
	Subtotal for Objective 2			\$ 114,366
2	Reports, Invoicing, and Scheduling			
2.1	Draft first monthly progress report, then refine and finalize as per District input	12/1/2015	\$ 250	\$ 250
2.2	Produce monthly progress reports, invoices, and up-to-date project schedule	8/15/2015	\$ 1,250	\$ 1,250
	Subtotal for Objective 3			\$ 1,500
	TOTAL COST OF SERVICES		\$ 114,416	\$ 1,450
				\$ 115,866

Hourly Billing Rates

Senior Scientist \$125

Executive Director \$188

Conservation Planning Director \$170

Communications Director \$155

GIS Programmer \$125

Web Programmer \$125

Ecological Modelling Director \$125

Communications Specialist \$66

GIS Technician \$68

Exhibit B

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

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

1. Workers Compensation and Employers Liability Insurance

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

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

2. General Liability Insurance

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

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

3. Automobile Liability Insurance

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

4. Standards for Insurance Companies

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

5. Documentation

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

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

6. Policy Obligations

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

7. Material Breach

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



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

Board Agenda Date: November 14, 2014

Vote Requirement: Majority

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

Staff Name and Phone Number:

Karen Gaffney, SCAPOSD, 565-7344
Susan Klassen, TPW, 565-2321

Supervisorial District(s):

all

Title: Urban Footprint Climate Scenario Modeling Tool Development

Recommended Actions:

1. Authorize the General Manager of the Sonoma County Agricultural Preservation and Open Space District (District) to enter into an agreement with Calthorpe Associates in the amount of \$250,000 to develop the climate scenario modeling tool Urban Footprint.
2. Ratify Memorandum of Understanding between Sonoma County Department of Transportation and Public Works and the District to distribute grant funds to the District for implementation of Urban Footprint.

Executive Summary:

Sonoma County is a nationally recognized leader on actions related to climate change, and is actively working to address and exceed the requirements included in California's landmark climate legislation AB 32. The Sustainable Communities and Climate Protection Act of 2008 (SB 375) tiers off of AB 32 and supports the State's climate action goals to reduce greenhouse gas (GHG) emissions through coordinated transportation and land use planning.

The One Bay Area Grant (OBAG) Priority Conservation Area (PCA) Grant Program was developed by the Metropolitan Transportation Commission (MTC) and Association of Bay Area Governments (ABAG) to support SB 375 implementation by preserving and enhancing the natural, economic and social value of rural lands amidst growing population across the Bay Area. The Sonoma County Agricultural Preservation and Open Space District (District) has actively protected Priority Conservation Area lands in Sonoma County via the purchase of fee title and conservation easements on agricultural, natural resource and open space lands. The District and the Regional Climate Protection Authority are actively collaborating – along with other county agencies and stakeholders – on strategies to implement the PCA

program in Sonoma County.

In June 2013, the Sonoma County Board of Supervisors adopted a resolution authorizing Sonoma County Transportation and Public Works (DTPW) to accept grant funds from the California Department of Transportation (“Caltrans”) pursuant to an agreement between DTPW and Caltrans and to partner with other agencies - including the District - as grant applicants so that the applicants might have access to non-infrastructure grant funds through the OBAG PCA Grant Program. Funds under this program are to be used for planning to preserve and enhance the natural, economic and social value of rural lands amidst growing population across the Bay Area. Staff for the District and DTPW have identified terms upon which DTPW will distribute OBAG PCA grant funds to the District to fund the proposed Calthorpe contract, and have memorialized those terms in a Memorandum of Understanding (“MOU”).

DTPW was awarded a \$250,000 grant to provide a contract to the District for development of *Urban Footprint* - a scenario-based planning tool that will integrate conservation with other GHG emissions reductions strategies, evaluate the GHG impacts of various land use scenarios, and support District prioritization of land conservation actions to address climate change. The District and the RCPA will jointly manage the development of *Urban Footprint* in close collaboration with other county agencies and stakeholders, including Sonoma County Water Agency, Permit and Resource Management Department, Regional Parks, Transportation and Public Works, Economic Development, Health and Human Services, and the Sonoma County Transportation Authority. This work is expected to provide information and scenarios to support Board decision making regarding land use and climate change, and to attract funding to the county for climate change actions. The tool is expected to be complete and available for use by the District, RCPA, other county agencies and partners by December 2016.

In July 2014, the District issued an RFP to over 50 firms. Calthorpe Associates was the only firm to submit a proposal – likely due to their extensive and unique experience in the implementation of Urban Footprint. Calthorpe Associates proposal was for \$250,000. The scope of work calls for completion of the project within one year. The District selected Calthorpe Associates as the most qualified entity to perform this work. Staff requests that the Board of Directors authorize the General Manager of the District to execute the proposed Agreement with Calthorpe Associates to perform the Urban Footprint work. Staff further requests that the Board of Supervisors and the Board of Directors ratify the MOU between DTPW and the District to allow DTPW to disburse the OBAG PCA grant funds to the District to effectuate the grant project.

Prior Board Actions:

6/25/13: adopted a resolution (#13-0276) authorizing Sonoma County Transportation and Public Works to apply for funds via the One Bay Area Grant Priority Conservation Areas Pilot Program for the development of Urban Footprint climate scenario modeling tool development; the Board of Directors has also passed resolutions directing District staff to map carbon sequestration potential in Sonoma County (2008; 3/22/11; Board approved RCPA Goals and Objectives). In March 2012, the Board approved the District’s three-year Work Plan and subsequent budgets that included mapping of carbon sequestration potential and climate change analyses related to conservation. Strategic Plan (February 2009 –develop tools to assess climate change adaptation and mitigation benefits of District acquisitions and natural resource management activities.

Strategic Plan Alignment		Goal 2: Economic and Environmental Stewardship	
Fiscal Summary - FY 14-15			
Expenditures		Funding Source(s)	
Budgeted Amount	\$ 250,000		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$ 250,000
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 250,000	Total Sources	\$ 250,000
Narrative Explanation of Fiscal Impacts (If Required):			
<p>This \$250,000 grant was awarded to the County DTPW who will be recording the receipt of federal funds. The District will be reimbursed from DTPW per the agreement relating to the work done by Calthorpe Associates, Inc. The District will reimburse DTPW for up to \$10,000 of costs associated with the administration of the grant. This funding is budgeted in the District's Conservation Planning program 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:			
<ol style="list-style-type: none"> 1. Calthorpe Associates, Inc. Agreement 2. Memorandum of Understanding 			
Related Items "On File" with the Clerk of the Board:			
N/A			

Professional Services Contract
Calthorpe Associates, Inc.

This agreement ("Agreement"), effective upon execution ("Effective Date"), is by and between the Sonoma County Agricultural Preservation and Open Space District (hereinafter "District") and Calthorpe Associates, Inc., a California Corporation (hereinafter "Consultant").

RECITALS

WHEREAS, Consultant represents that it provides consulting services in the area of resource assessments; and

WHEREAS, in the judgment of the General Manager of the District, it is necessary and desirable to employ the services of Consultant for the preparation of a greenhouse gas emissions modeling and analysis modeling tool using the open source software program UrbanFootprint.

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

AGREEMENT

1. **SERVICES TO BE PROVIDED.**

1.1 **Request for Services.** Consultant shall perform the services described in Exhibit A, attached hereto and incorporated herein by this reference (hereinafter "Scope of Work") upon direction by the District, and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibit A, the provisions in the body of this Agreement shall control.

1.2 **Cooperation with District.** Consultant shall cooperate with District and District staff in the performance of all work hereunder. Consultant shall coordinate the work with the District's Project Manager. Contact information and mailing addresses:

DISTRICT	CONSULTANT
So Co Ag Preservation & Open Space District	Calthorpe Associates, Inc.
747 Mendocino Avenue, Suite 100	2095 Rose Street, Suite 201
Santa Rosa, CA 95401	Berkeley, CA 94709
Phone: 707.565.7344	Phone: 510.548.6800
Email: kgaffney@sonoma-county.org	Email: joed@calthorpe.com

1.3 Performance Standard. Consultant shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant's profession. District has relied upon the 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 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 fee 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.

1.4.1 Removal of Personnel. Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time District, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from District.

1.4.2 Qualified Replacements. 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:

2.1 Hourly Rates: District agrees to pay Consultant for all services and incidental costs authorized hereunder on a time and material expense basis in accordance with the rates and charges set forth in Exhibit B. Total payments to Consultant pursuant to this Agreement shall not exceed Two Hundred Fifty Thousand Dollars (\$250,000).

2.2 Invoices: Consultant shall invoice District monthly based on work performed. Invoices shall be submitted separately for each project, shall be clearly marked with:

- a. Consultant name:
- b. Name of Project:
- c. Copies of all subconsultant/subcontractor invoices, if any
- d. District's Contract No.

- e. Description of tasks performed with itemized description of services rendered by date
- f. The hourly rate or rates of the persons performing the task
- g. Copies of receipts for reimbursable materials/expenses, if any
- h. Invoices may be sent to: APOSD-accounts.payable@sonoma-county.org

3. TERM OF AGREEMENT. The term of this Agreement shall be from the Effective Date and terminate upon depletion of the not-to-exceed amount listed in Section 2.1, unless terminated earlier in accordance with the terms herein.

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 provisions 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 and shall submit to District an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.4 Payment Upon Termination. Upon termination of this Agreement by District, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if District terminates the Agreement for cause pursuant to Section 4.2, District shall deduct from such amount the amount of damage, if any, sustained by District by virtue of the breach of the Agreement by Consultant.

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

5. INDEMNIFICATION. Consultant agrees to accept all responsibility for loss or damage to any person or entity, including District, and to indemnify, hold harmless, and release District, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, that arise out of, pertain to, or relate to Consultant's 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 Consultant's 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. This indemnity provision survives the Agreement.

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

7. PROSECUTION OF WORK. Performance of the services hereunder shall be completed with 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 the number of days equal to the number of days Consultant has been delayed. When work is requested of Consultant by the District, all due diligence shall be exercised and the work accomplished without undue delay, within the performance time specified in the Scope of Work.

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. The General Manager must authorize all extra or changed work. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, District personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Consultant to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work; and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy by way of restitution and *quantum meruit* for any and all extra work performed without such express and prior written authorization of District's General Manager. Minor revisions to the Scope of Work as approved by the District's Conservation and Planning Manager or General Manager and Consultant through the Adaptive Work Plan process as set forth in the Scope of

Work that do not modify the contract term, maximum payment, or rate of payment under this agreement shall not constitute changed work under this Section 8.

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, workers' compensation plan, insurance, bonus, or similar benefits District provides its employees. In the event District exercises its right to terminate this Agreement pursuant to Article 4 above, Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

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

9.4 Cost Disclosure. In accordance with Government Code section 7550, Consultant agrees to state in a separate section in any filed report the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of the report.

9.5 Records Maintenance. Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to District for inspection at any reasonable time. Records shall be maintained in accordance with Generally Accepted Accounting Principles and in a manner sufficient to enable the determination of incurred costs at interim points of completion. 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 or federal law, or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by District, Consultant shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with District disclosing Consultant's or such other person's financial interests.

9.7 Statutory and Grant 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. Consultant agrees that, to the extent any modifications to this Agreement are required in order to satisfy the terms of any grant to District related hereto, Consultant agrees that it will work with the District in good faith to agree to such modifications.

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

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

9.10 Ownership of Software. The parties acknowledge that Contractor created the UrbanFootprint software by combining pre-existing software that is licensed under the GNU General Public License (the "GPL"), version 2 or 3, with original software code created by or for Contractor, and that UrbanFootprint is subject to the terms of the GPL. Consultant and District acknowledge and agree that nothing in this Agreement or the performance thereof shall cause the District to acquire any ownership rights with respect to the UrbanFootprint software.

9.11 Ownership and Disclosure of Work Product. Notwithstanding the terms of Section 9.10, 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. Notwithstanding the forgoing, Documents owned or licensed by a third party to this Agreement that may be references or assembled by Consultant in the performance of this Agreement are excluded from the terms of this section 9.11.

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 10 limits District's rights to terminate this Agreement pursuant to Article 4.

11. ASSIGNMENT AND DELEGATION. Neither party shall 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 the other party has so consented.

12. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS AND MAKING PAYMENTS. All notices, invoices, and payments shall be made in writing and may be given by personal delivery or by U.S. Mail, courier service, or the preferred method of email. Notices, invoices, and payments shall be addressed as follows:

TO DISTRICT: William J. Keene, General Manager
Sonoma County Agricultural Preservation
and Open Space District
747 Mendocino Avenue
Santa Rosa, CA 95401

TO CONSULTANT: Joe DiStefano, Principal
Calthorpe Associates, Inc.
2095 Rose Street, Suite 201
Berkeley, CA 94709

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, 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, (2) the sender has a written confirmation of the facsimile transmission, and (3) the facsimile is transmitted before 5:00 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, bills, and payments are to be given by giving notice pursuant to this paragraph. Invoices may be e-mailed to: APOSD-accounts.payable@sonoma-county.org

13. Federal Requirements.

13.1 Contract Assurance. Neither Consultant nor any subconsultant shall discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Consultant shall carry out all applicable requirements of Part 26 of Title 49 of the Code of Federal Regulations in the award and administration of any United States Department of Transportation ("USDOT")-assisted contracts. Failure by Consultant to carry out these requirements shall constitute a material breach of this Agreement, which may result in the termination of this Agreement, or such other remedy as County deems appropriate. Consultant shall include the foregoing contract assurance statement in every subcontract entered into by Consultant in the performance of its obligations under this Agreement.

13.2 Prompt Progress Payments to Subcontractors. Attention is directed to Section 7108.5 of the California Business and Professions Code, which requires a prime contractor or subcontractor to pay any subcontractor not later than ten (10) days of receipt of each progress payment, unless otherwise agreed to in writing. In addition, federal regulations (Title 49 Code of Federal Regulations Part 26.29) require a prime contractor or subcontractor to pay a subcontractor no later than thirty (30) days of receipt of each payment, unless any delay or postponement of payment among the parties takes place only for good cause and with the prior written approval of County. Section 7108.5 of the California Business and Professions Code also contains enforcement actions and penalties. The requirements apply to both Disadvantaged Business Entities ("DBE") and non-DBE subcontractors. Consultant shall include the foregoing progress payment requirements in every subcontract entered into by Consultant in the performance of its obligations under this Agreement.

13.3 Prompt Payment of Withheld Funds to Subcontractors.

No retainage will be held by the Agency from incremental or progress payments due the prime consultant. Any retainage held by the prime consultant or subconsultants from incremental or progress payments due subconsultants shall be promptly paid in full to subconsultants within 30 days after the subconsultant's work is satisfactorily completed. Federal law (49 CFR26.29) requires that any delay or postponement of payment over the 30 days may take place only for

good cause and with the Agency's prior written approval. Any violation of this provision shall subject the violating prime consultant or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultant and subconsultants.

13.4 Disadvantaged Business Enterprise (DBE). This project is subject to Title 49 CFR 26.13(b). Consultant shall comply with all Federal regulations pertaining to Title 49 CFR 26.13(b), including but not limited to the information included in Exhibit C to this Agreement.

13.4.1. **The Disadvantaged Business Enterprise (DBE) goal for this project is 2.1%.** It is Consultant's responsibility to verify that the firm is certified as of the date of submittal.

13.4.2. Upon completion of the Agreement, a summary of all DBE records shall be prepared on "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First Tier Subcontractor's" Form CEM-2402(F), Exhibit 17-F, in the Caltrans Local Assistance Procedure Manual, and certified correct by the Consultant or the Consultant's authorized representative, and shall be furnished to the County.

13.4.3. Consultant acknowledges and agrees that it is its responsibility to comply with all DBE requirements imposed on this Agreement and the applicable provisions of Title 49 CFR 26.13(b). Consultant further warrants and represents to indemnify and hold County harmless from any and all assessments, penalties, and interest asserted against County by reason of the Consultant's failure to fully comply with said DBE requirements and the applicable provisions of federal law. All agreements and contracts entered into by Consultant with sub-contractors or sub-consultants related to this agreement are subject to audit by the County for compliance.

14. MISCELLANEOUS PROVISIONS.

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

14.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or

unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. 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.

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

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

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

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

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

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

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

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

CONSULTANT:

Calthorpe Associate, Inc.

By: _____

Name: _____

Title: _____

Date: _____

DISTRICT:

SONOMA COUNTY AGRICULTURAL PRESERVATION
AND OPEN SPACE DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

Approved as to Form for District:

By: _____

Elizabeth Coleman, Deputy County Counsel

Date: _____

Certificates of Insurance on File with District:

By: _____

Elaine Rotondo, Admin. Aide

Date: _____

Exhibit D:
Sonoma County Agricultural Preservation and Open Space District
Contract Insurance Requirements

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

1. Workers' Compensation and Employers Liability Insurance

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

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

2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than ISO form CG 00 01.
- b. Minimum Limits: 1,000,000 per Occurrence; 2,000,000 General Aggregate; 2,000,000 Products/Completed Operations Aggregate.
- c. Consultant shall disclose any deductible or self-insured retention in excess of \$25,000 and such deductible or self-insured retention must be approved in advance by District. Consultant is responsible for any deductible or self-insured retention.
- d. **Sonoma County Agricultural Preservation and Open Space District, its officers, agents and employees, 747 Mendocino Avenue, Ste 100, Santa Rosa, CA 95401**, 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 District, et al. additional insureds shall apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by them.
- f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between District and Consultant and include a "separation of insureds" or "severability" clause which treats each insured separately.
- h. Required Evidence of Coverage:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status, and

ii. Certificate of Insurance.

3. Automobile Liability Insurance

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

4. Professional Liability Insurance

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

5. Standards for Insurance Companies

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

6. Documentation

- a. All required Evidence of Coverage shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Coverage on file with District for the required period of insurance.
- 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 Coverage shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- d. Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- e. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

7. Policy Obligations

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

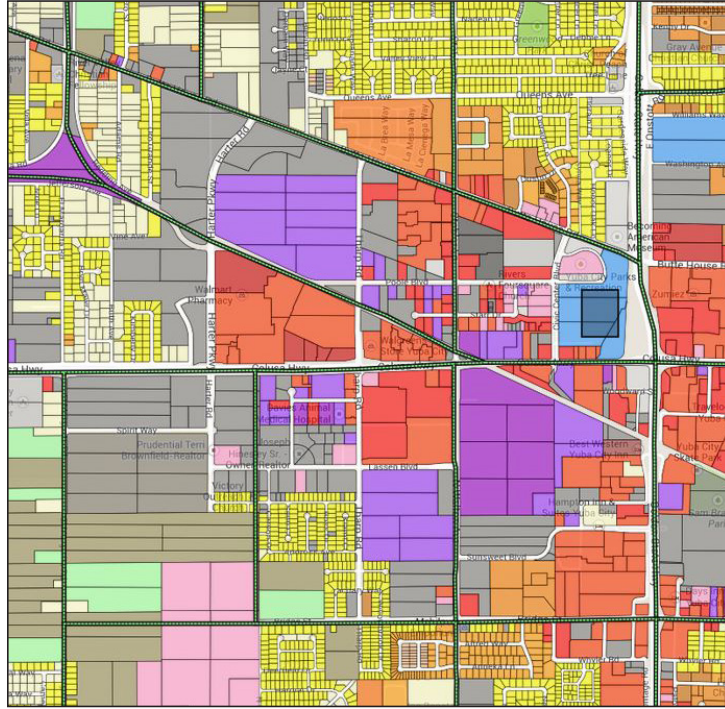
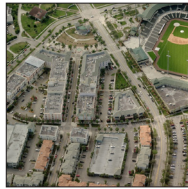
8. Material Breach

If Consultant fails to maintain insurance coverage which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. 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 coverage, 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.

Exhibit A/ page 1-34

Exhibit B/ page 35

Exhibit C/ page 38



PROPOSAL FOR

**SONOMA COUNTY
AGRICULTURAL PRESERVATION
AND OPEN SPACE DISTRICT**

**DEVELOPMENT OF URBANFOOTPRINT SCENARIO
MODELING TOOL & ANALYSES IN SUPPORT OF INTEGRATED
CONSERVATION PLANNING**

JULY 23, 2014

CALTHORPE ASSOCIATES

URBAN DESIGNERS. PLANNERS. ARCHITECTS

2095 ROSE STREET, SUITE 201, BERKELEY, CA 94709

P: 510-548-6800 F: 510-548-6848

CONTACT: JOE DISTEFANO, JOED@CALTHORPE.COM



SONOMA COUNTY
AGRICULTURAL PRESERVATION
AND OPEN SPACE DISTRICT

PROPOSAL COVER SHEET

Acceptance of District Contract Form

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

Certification of Authority

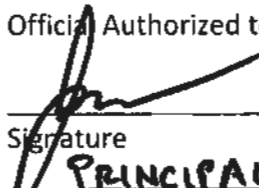
By signing below, the person executing the certificate on behalf of the proposer affirmatively represents that s/he has the requisite legal authority to do so on behalf of the proposer. Both the person executing this proposal on behalf of the proposer and proposer understand that the District is relying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

Official Authorized to Sign for Proposal/Consultant

Signature

Title

Date



JOE DISTEFANO

PRINCIPAL

JULY 23, 2014

CALTHORPE ASSOCIATES

URBAN DESIGNERS. PLANNERS. ARCHITECTS

July 23, 2014

Karen Gaffney, Conservation Planning Program Manager
Sonoma County Agricultural Preservation and Open Space District
747 Mendocino Avenue, Suite 100
Santa Rosa, CA 95401

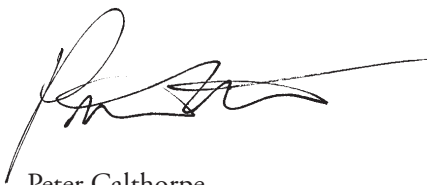
Ms. Gaffney,

Calthorpe Associates is pleased to submit this proposal for 'UrbanFootprint Scenario Modeling Tool & Analyses in Support of Integrated Conservation Planning.' As the originators and primary software developers of the UrbanFootprint model, we are particularly well poised to assist Sonoma County Agricultural Preservation and Open Space District in setting up and deploying the UrbanFootprint modeling platform in Sonoma County to support critical conservation, climate, energy, and related planning activities of the District, the Regional Climate Protection Authority (RCPA), and other Sonoma County agencies.

UrbanFootprint will be set up and utilized to study county-wide conservation, transport, environmental, public health, equity, and fiscal impacts of alternative approaches to development and conservation in Sonoma County. Scenario development and multi-metric analysis will serve to advance Sonoma County's climate, energy, water, mobility, and conservation planning and policy challenges. Moreover, it will proactively link planning across these sectors to state and regional goals and targets as conveyed by AB 32, SB 375, and the recently adopted Sustainable Communities Strategy (SCS) for the San Francisco Bay Area (Plan Bay Area).

Please do not hesitate to follow up with any questions or comments regarding this proposal submission. We look forward to working with you on this exciting project.

Sincerely,



Peter Calthorpe
Principal
Calthorpe Associates

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SECTION I. ORGANIZATIONAL INFORMATION

ORGANIZATIONAL INFORMATION

URBANFOOTPRINT SCENARIO MODELING TOOL & ANALYSES

LEAD CONSULTANT INFORMATION

LEGAL NAME

Calthorpe Associates, Inc.

ADDRESS

2095 Rose Street

Suite 201

Berkeley, CA 94709

(510) 548-6800

(510) 548-6848 (fax)

CONTRACT EXECUTOR

Peter Calthorpe, Founding Principal

(510) 548-6800

PRIMARY CONTACT

Joe DiStefano, Principal

(510) 548-6800, x29

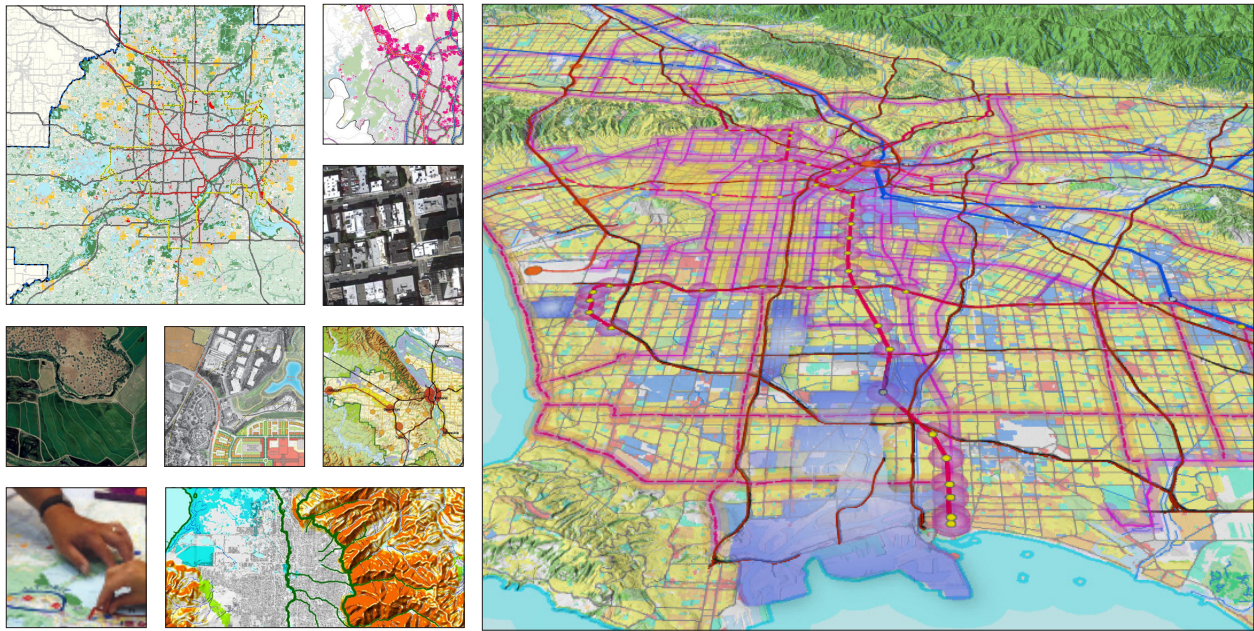
TYPE OF ENTITY

Private Corporation

SECTION II. QUALIFICATIONS AND EXPERIENCE

CALTHORPE ASSOCIATES FIRM PROFILE

URBANFOOTPRINT SCENARIO MODELING TOOL & ANALYSES



Calthorpe Associates is an international leader in regional and scenario planning and modeling. The firm brings extensive, unparalleled experience in scenario planning, open source software development, and integrated modeling of the costs, benefits, and consequences of land use, transportation, and related policy decisions. Having led some of the largest and most complex regional efforts in the US, the firm's work is grounded in a comprehensive understanding of the relationship between planning and infrastructure decisions and the fiscal, environmental, public health, and livability challenges facing states, regions, and cities across the nation.

Major regional projects include those for post-hurricane Louisiana, the Los Angeles, Salt Lake City, Austin, and Twin Cities regions, Honolulu, the San Francisco Bay Area, and California's Central Valley. Calthorpe Associates also led the Vision California project, which evaluated the energy, water, emissions, public health, and fiscal impacts of statewide land use and policy scenarios. The firm has been deeply involved in energy and carbon emissions policy and evaluation related to the implementation of California's AB 32 and SB 375 regulations. Calthorpe Associates' cutting-edge RapidFire and UrbanFootprint models offer unparalleled scenario development and modeling capability, as well as next-generation cost efficiency and transparency. The firm has been engaged in numerous recent and ongoing deployments of the RapidFire programmatic model, and is currently customizing and refining the UrbanFootprint model on behalf of three major Metropolitan Planning Organizations (MPOs) in California: the Sacramento Area Council of Governments (SACOG); the San Diego Association of Governments (SANDAG); and the Southern California Association of Governments (SCAG).

Calthorpe Associates is also well versed in the development and design details that come together to form sustainable and livable places, and has led the urban design and implementation of countless infill, redevelopment, new growth, and transit projects across this country and abroad. The firm is a national leader in smart growth, a founding partner in the Congress for New Urbanism, and active across the world in designing and implementing the next generation of sustainable plans, policies, and development projects.

CALTHORPE ASSOCIATES PROJECT TEAM

URBANFOOTPRINT SCENARIO MODELING TOOL & ANALYSES

JOE DISTEFANO, PRINCIPAL

Joe DiStefano leads the regional and large-scale planning team at Calthorpe Associates. He is an urban planner with more than 18 years of experience in land use and transportation planning and policy at the regional, corridor, and local levels. Building on nearly two decades of regional scenario process experience, Joe is leading the development and deployment of the RapidFire and UrbanFootprint modeling platforms, leading-edge tools that facilitate scenario planning and analyze the impacts of land use and transportation scenarios on a full suite of fiscal, environmental, and public health impacts.

Selected Project Experience

UrbanFootprint Development for California Metropolitan Planning Organizations – Calthorpe Associates is advancing and customizing the UrbanFootprint model on behalf of the Sacramento Area Council of Governments, San Diego Association of Governments, and Southern California Association of Governments as they transition to UrbanFootprint as their primary data organization and scenario development platform. UrbanFootprint will play a major role in the upcoming Sustainable Community Strategy/Regional Transportation Plan (SCS/RTP) processes of these and other agencies across California.

Vision California – Vision California explores the role of land use and transportation investments in meeting the environmental, fiscal, and public health challenges facing California over the coming decades. Funded by the California High Speed Rail Authority in partnership with the California Strategic Growth Council, the project produced two new scenario development and analysis tools, RapidFire and UrbanFootprint, to compare physical growth alternatives in the context of state goals for reducing greenhouse gas emissions, as well as broader objectives related to open space, farmland preservation, community health, mobility, housing affordability,



energy and water conservation, and more. The analytical methods of the models were closely peer reviewed by academics and California state agencies, and continue to be advanced and refined.

Southern California Sustainable Community Strategy Scenarios – Calthorpe Associates deployed its RapidFire model to produce a full range of scenarios and metrics for the Southern California Association of Governments’s (SCAG’s) SCS/RTP process. The model informed the public and decision makers about scenario impacts in a public workshop process, and was also used to evaluate scenarios for SCAG’s SCS Environmental Impact Report.

Honolulu Transit Oriented Development Study – Calthorpe Associates worked with the Pacific Resource Partnership to study transit-oriented development (TOD) potential along Honolulu’s planned rail transit corridor. Both the RapidFire and UrbanFootprint models were deployed to analyze the corridor and island-wide impacts of varying levels of TOD and transit investment. The project also includes a TOD implementation and policy framework that serves as a roadmap for developing support for and implementing successful TOD in Oahu.

Louisiana Speaks Regional Plan – Joe managed the award-winning effort to develop a long-range regional vision in the wake of the damage from the 2005

hurricanes Katrina and Rita. Detailed regional growth scenarios illustrated various ways by which Southern Louisiana and its constituent communities could recover and evolve over the long-term. Final products included a detailed strategic plan that tackles near-term recovery actions, long-term growth policies, and the institutional framework required to realize the vision. The plan was adopted by the Louisiana Recovery Authority in May 2007 and actions are underway to realize its key components.

Envision Utah – Joe managed a regional visioning and planning project along the 180-mile Wasatch Front region of Utah. The planning process, guided by an extensive study of the values of local residents, utilized an extensive public workshop process to develop regional growth strategies and a series of preferred development types for the region. In addition, a sophisticated land use-transportation modeling process analyzed a series of growth and infrastructure scenarios that were then be presented to decision-makers and the public through a comprehensive media campaign.

Education

University of North Carolina at Chapel Hill -
Masters in Regional Planning, 1997

University of California at Berkeley -
Bachelors in History, 1994

CALTHORPE ASSOCIATES PROJECT TEAM

URBANFOOTPRINT SCENARIO MODELING TOOL & ANALYSES

NICHOLAS WILSON, SENIOR PLANNER & GIS ANALYST

Nicholas Wilson is a Senior Planner on the regional and large-scale master planning team. Nick is a geographer by training with a focus on spatial modeling using Geographic Information Systems (GIS) for land use and land cover change analyses. Nick is passionate about the use of spatial techniques to inform regional planning for more sustainable communities that encourage walkability, transit oriented development and reduced sprawl. Nick is engaged in the development and deployment of the UrbanFootprint model.

Selected Project Experience

UrbanFootprint Development for California Metropolitan Planning Organizations – Calthorpe Associates is advancing and customizing the UrbanFootprint model on behalf of the Sacramento Area Council of Governments, San Diego Association of Governments, and Southern California Association of Governments as they transition to UrbanFootprint as their primary data organization and scenario development platform. UrbanFootprint will play a major role in the upcoming Sustainable Community Strategy/Regional Transportation Plan (SCS/RTP) processes of these and other agencies across California.

Vision California – Vision California explores the role of land use and transportation investments in meeting the environmental, fiscal, and public health challenges facing California over the coming decades. Funded by the California High Speed Rail Authority in partnership with the California Strategic Growth Council, the project produced two new scenario development and analysis tools, RapidFire and UrbanFootprint, to compare physical growth alternatives in the context of state goals for reducing greenhouse gas emissions, as well as broader objectives related to open space, farmland preservation, community health, mobility, housing affordability, energy and water conservation, and more. The



analytical methods of the models were closely peer reviewed by academics and California state agencies, and continue to be advanced and refined.

Honolulu Transit Oriented Development Study – Calthorpe Associates worked with the Pacific Resource Partnership to study transit-oriented development (TOD) potential along Honolulu’s planned rail transit corridor. The RapidFire and UrbanFootprint models were deployed to produce scenarios and model corridor and island-wide impacts of varying levels of TOD and transit investment on the island of Oahu. Model outputs included energy and water impacts, land conservation metrics, transportation impacts, greenhouse gas emissions, fiscal impacts to cities, household cost burdens, and housing mix and affordability. The project also includes a TOD implementation and policy framework that serves as a roadmap for developing support for and implementing successful TOD in Oahu.

Education

Clark University, Massachusetts - Masters in GIS for Development and Environment, 2011

Dalhousie University, Halifax, Nova Scotia - Bachelors of Arts in International Development and Sociology, 2005

ERIKA LEW, PROJECT COORDINATOR

Erika Lew is a Project Coordinator on the regional and large-scale master planning team. She has been engaged in evaluating institutional structures for land use and transportation policy, and in the development and deployment of the firm's RapidFire and UrbanFootprint models. Her work focuses using Geographic Information Systems (GIS) and other modeling tools to analyze interactions between the social, economic, and environmental factors related to urban development.

Selected Project Experience

Southern California Sustainable Community Strategy Scenarios – Calthorpe Associates deployed its RapidFire model to produce a full range of scenarios and metrics for the Southern California Association of Governments's (SCAG's) SCS/RTP process. The model informed the public and decision makers about scenario impacts in a public workshop process, and was also used to evaluate scenarios for SCAG's SCS Environmental Impact Report.

Vision California – Vision California explores the role of land use and transportation investments in meeting the environmental, fiscal, and public health challenges facing California over the coming decades. Funded by the California High Speed Rail Authority in partnership with the California Strategic Growth Council, the project produced two new scenario development and analysis tools, RapidFire and UrbanFootprint, to compare physical growth alternatives in the context of state goals for reducing greenhouse gas emissions, as well as broader objectives related to open space, farmland preservation, community health, mobility, housing affordability, energy and water conservation, and more. The analytical methods of the models were closely peer reviewed by academics and California state agencies, and continue to be advanced and refined.



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Louisiana Speaks Regional Plan – Worked on the award-winning effort to develop a long-range regional vision in the wake of the damage from the 2005 hurricanes Katrina and Rita. Detailed regional growth scenarios illustrated various ways by which Southern Louisiana and its constituent communities could recover and evolve over the long-term.

Education

San Francisco State University -
Bachelor of Arts in Urban Studies, 2007

CALTHORPE ASSOCIATES PROJECT TEAM

URBANFOOTPRINT SCENARIO MODELING TOOL & ANALYSES

ANDY LIKUSKI, SENIOR SOFTWARE ENGINEER & URBAN PLANNER

Andy Likuski is an urban planner and software programmer with the regional and large-scale master planning team. He works with the UrbanFootprint scenario planning model and leads development of UrbanFootprint's software framework and related advancements. He is an expert in open source software development and deployment.

Selected Project Experience

UrbanFootprint Development for California Metropolitan Planning Organizations – Calthorpe Associates is advancing and customizing the UrbanFootprint model on behalf of the Sacramento Area Council of Governments, San Diego Association of Governments, and Southern California Association of Governments as they transition to UrbanFootprint as their primary data organization and scenario development platform.

Vision California – Vision California explores the role of land use and transportation investments in meeting the environmental, fiscal, and public health challenges facing California over the coming decades. The project produced two new scenario development and analysis tools, RapidFire and UrbanFootprint, to compare physical growth alternatives in the context of state goals for reducing greenhouse gas emissions, as well as broader objectives related to open space, farmland preservation, community health, mobility, housing affordability, energy and water conservation, and more. The analytical methods of the models were closely peer reviewed by academics and California state agencies, and continue to be advanced and refined.

Education

Tufts University - Masters in Urban Planning, 2012

University of California at Davis - Bachelors of Science in Computer Science, 1999



EVAN BABB,
SOFTWARE ENGINEER &
URBAN PLANNER

Evan Babb is a planner and software engineer in the long-range and regional planning team. His work makes use of Geographic Information Systems (GIS) to produce models of the physical and social world. He strives to uncover uses of technology that allow for processing very large sets of data, and to develop easily understandable ways to communicate the results. Evan is engaged in the development and deployment of the UrbanFootprint model, with a specific focus on the web-based user interface, advanced mapping, and interactive scenario development.

Selected Project Experience

UrbanFootprint Development for California Metropolitan Planning Organizations – Calthorpe Associates is advancing and customizing the UrbanFootprint model on behalf of the Sacramento Area Council of Governments, San Diego Association of Governments, and Southern California Association of Governments as they transition to UrbanFootprint as their primary data organization and scenario development platform. UrbanFootprint will play a major role in the upcoming Sustainable Community Strategy/Regional Transportation Plan (SCS/RTP) processes of these and other agencies across California.

Vision California – Vision California explores the role of land use and transportation investments in meeting the environmental, fiscal, and public health challenges facing California over the coming decades. Funded by the California High Speed Rail Authority in partnership with the California Strategic Growth Council, the project produced two new scenario development and analysis tools, RapidFire and UrbanFootprint, to compare physical growth alternatives in the context of state goals for reducing greenhouse gas emissions, as well as broader objectives related to open space, farmland preservation, community health, mobility, housing affordability,



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Education

University of Chicago - Bachelor of Arts in
Geographical Studies, 2009

CALTHORPE ASSOCIATES REFERENCES

URBANFOOTPRINT SCENARIO PLANNING MODEL ENHANCEMENT AND OPERATION

References for Calthorpe Associates

Project: **Regional SCS Scenario Planning and UrbanFootprint Model Development**
Client Organization: San Diego Association of Governments
Contact Name & Title: Pat Landrum, GIS Manager
Address: 401 B Street, Suite 800
San Diego, California 92101
Telephone: 619.595.5602
Email: pat.landrum@sandag.org

Project: **Honolulu Transit-Oriented Development Study**
Client Organization: The Pacific Resource Partnership
Contact Name & Title: John White, Executive Director
Address: 1100 Alakea Street, 4th Floor
Honolulu, HI 96813
Telephone: 808.528.5557
Email: jwhite@prp-hawaii.com

Project: **UrbanFootprint Technical Review and Model Advancement**
Client Organization: Resources Legacy Fund
Contact Name & Title: Sandra Spelliscy, Vice President, Philanthropic Programs
Address: 555 Capitol Mall, Suite 1095
Sacramento, CA 95814
Telephone: 916.442.5057
Email: sspelliscy@resourceslegacyfund.org

Project Examples

- Southern California Regional Planning
- UrbanFootprint Model Development and Peer Review
 - Honolulu Transit-Oriented Development Study

SOUTHERN CALIFORNIA REGIONAL PLANNING

REGIONAL SCENARIO PLANNING

CLIENT: Southern California Association of Governments (Los Angeles, CA)
TYPE: Regional Planning
SCALE: 34,000 sq. mile, 6-county region, 18 million population
SUMMARY: Regional planning and scenario development process, with final Growth Vision Report;
RTP/SCS scenario modeling; UrbanFootprint model development
YEAR: 2001 to 2003; 2011; 2013 to present

Since 2001, Calthorpe Associates has engaged with the Southern California Association of Governments (SCAG), the nation's largest metropolitan planning organization, in a progression of regional planning processes. From the broad public engagement component of the Compass Blueprint project, to scenario development and modeling for the region's first Sustainable Communities Strategy using Calthorpe Associates' RapidFire model, to ongoing development of the UrbanFootprint model to bridge between local and regional planning, SCAG has evolved together with Calthorpe Associates to forward community-, economy- and climate-aware practices in comprehensive regional planning.

The Southern California Regional Growth Vision was driven by four key principles: mobility, livability, prosperity, and sustainability. The vision highlights these principles by illustrating growth in walkable, mixed-use centers along major transportation corridors, while preserving key open space areas.

Southern California Compass Blueprint Regional Planning

From 2001 to 2003, Calthorpe Associates and Fregonese Calthorpe Associates worked with the Southern California Association of Governments to craft a long-range vision for the Southern California region. Covering six counties, 185 cities, and more than 34,000 square miles of land, the project engaged a diverse public in crafting alternative development scenarios for the region's future.

The goal of the Compass project was to develop a comprehensive, far-sighted "vision" for Southern California that respects broad community values and takes best advantage of limited infrastructure dollars. The Compass vision scenario coordinates land use and population and employment growth with transportation investments. It focuses growth on major transit corridors and results in improved air quality, a reduction in roadway system impacts, expanded housing diversity, and reduced infrastructure cost.



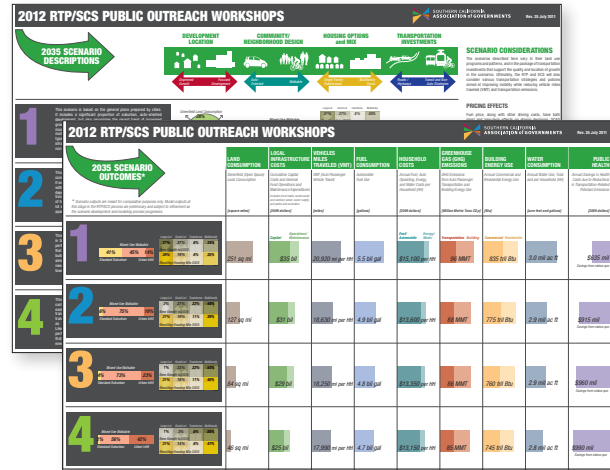
The Compass Blueprint process gathered ideas for planning the region's future from citizens in workshops throughout Southern California.



Regional Transportation Plan/ Sustainable Communities Strategy (RTP/SCS) Scenario Modeling

Calthorpe Associates assisted SCAG in their 2012 RTP/SCS process by providing timely development and analysis of a range of four regional land use and transportation scenarios using the spreadsheet-based RapidFire model. Integrating elements of existing plans and past planning efforts, the scenarios varied in their distribution of new homes and jobs throughout the region, the housing mix of new residential growth relative to past trends or future market demand, and their assumed levels of transportation investment.

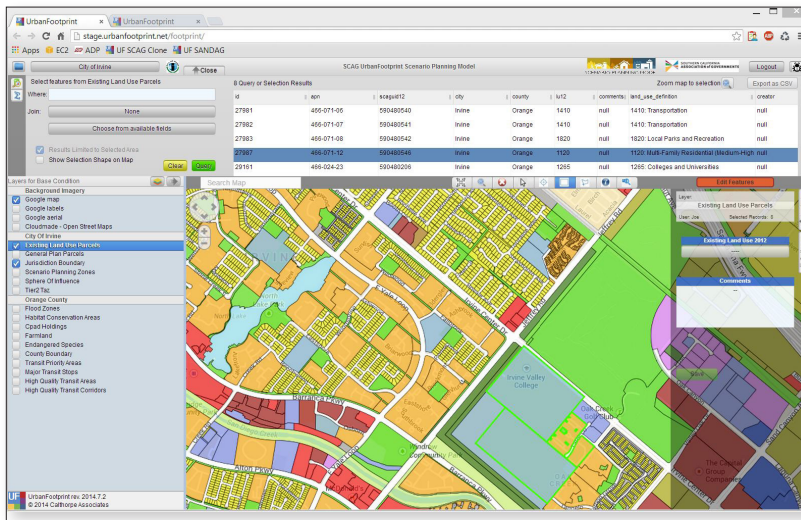
SCAG used the comparative results, which the agency would not have had the capacity to model otherwise, to facilitate discussion among its constituents and with the general public. With California regional planning now grounded in the Senate Bill 375 mandate to reduce greenhouse gas emissions, the relative savings in greenfield land consumption, local infrastructure costs; fuel, energy, and water use; household costs; and public health incidences and costs resulting from more compact, walkable, and transit-oriented growth patterns have been presented as “co-benefits” to reducing greenhouse gas emissions – underscoring the necessary role of land use and transportation investment strategies in achieving these complementary goals.



The SCAG RTP/SCS scenarios were clearly communicated using handouts that linked the growth concepts to their performance outcomes.

UrbanFootprint Model Development

Calthorpe Associates’ work with SCAG continues with customization of the geospatial UrbanFootprint model for local and regional use. The model is being set up to facilitate web-based region-to-local data and plan review, and to allow for the development and analysis of regional plan alternatives. Ultimately, the model could be served via the web to the nearly 200 jurisdictions in the SCAG region, and serve as a common language that elevates plan making, analysis, and communication across the 20 million-person area.



The UrbanFootprint model features a web-based front end designed for portability and ease of use in scenario planning, data review, and analysis.

URBANFOOTPRINT MODEL DEVELOPMENT AND PEER REVIEW

MODEL DEVELOPMENT

CLIENT: Southern California Association of Governments, Sacramento Area Council of Governments, San Diego Association of Governments (model development); Resources Legacy Fund (peer review and advancement)

TYPE: Model development

SCALE: Regional

SUMMARY: UrbanFootprint model development for MPOs; peer review by a technical advisory group

YEAR: 2012 to present

Model Development and Customization for California MPOs

In 2013, Calthorpe Associates began advancing and customizing the UrbanFootprint model on behalf of three of California’s largest metropolitan planning organizations (MPOs) – the Sacramento Area Council of Governments, San Diego Association of Governments, and Southern California Association of Governments – as they transition to UrbanFootprint as their data organization and scenario development platform. The Calthorpe Associates team has been working closely with these agencies to develop an advanced web-based user interface that can be used by MPO staff to build and model plans and policies for their next round of Sustainable Community Strategies/Regional Transportation Plans (SCSs/ RTPs).

Model development has included new parcel-level painting tools, scenario development functions, scenario and subarea query and reporting tools, data layer import and export features, a built form editor, and a place type visualizer. Notably, the development of these new features has been supported by significant advances to UrbanFootprint’s back-end architecture, which serves to make the software more scalable, powerful, and flexible.

This ongoing software development activity builds upon concurrent deployment of UrbanFootprint, including its use to develop and analyze SCS alternatives in San Diego, and work with NGOs and MPOs in the California’s Central Valley. New work is underway with the California Energy Commission to use UrbanFootprint in evaluating energy efficiency policies for new and existing buildings. Work is also beginning to advance the public health analysis capability of UrbanFootprint, and enhancements to open space modeling are likely to begin in the near future.

An overview of the UrbanFootprint v1.1.0b web-based user interface, which includes new features to support data editing and scenario development and analysis.

Project/Scenarios
The user can choose which scenario or base year to activate for editing or analysis in this section of the interface. A pull-down menu and dialogue box also allows the user to create a new scenario based upon the base/existing year or as a clone or copy of an existing scenario.

Layers
This section displays layers that have been loaded into UrbanFootprint, and that can be turned on for display and activated for selection, editing, and queries. A pull-down menu allows a user to export any layer to a geodatabase (.gdb) and import a shapefile (.shp) into the system.

Tools
These tools allow the user to navigate around the map, edit and paint scenarios, and select and identify map features.

Built Forms
This area is where users view, select, and apply place types and building types in the development of land use scenarios or existing condition/base year maps. A pull-down menu activates the built form editor, where a user can copy or create a new building, building type, or place type within the user interface. There is also a place type 'visualizer' that displays key statistics and representative images for the menu of types.

Map Area
This is where all map layers are displayed, and where the user makes selections and queries data with tools. Background/context imagery and data from Google, Open Street maps, and custom services can be activated via the Layers section.

Info Windows
Info windows allow the user to view, query, and in some cases edit or comment upon select layer attributes.

Charts
This section tracks study area/project-wide statistics, including population, dwelling units, and employment for the active scenario or base year. It also tracks dwelling units and employment by type for both the growth increment and end state of a future scenario.

Search Box
The user can zoom to any city, street intersection, or address using the search box.

Analytical Modules
Scenarios can be analyzed for a variety of impacts, including land consumption, fiscal impacts to cities, building energy and water use, VMT and travel impacts, public health consequences, and emissions.

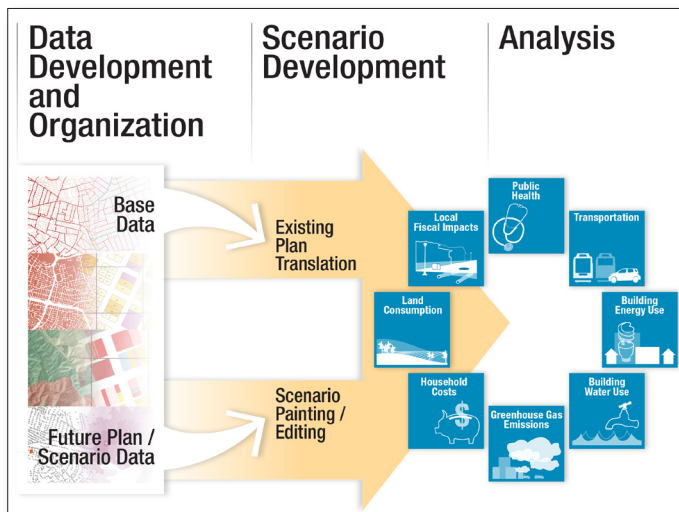
Peer Review and Advancement

With support from the Resources Legacy Fund, a technical advisory committee (TAC) was convened to review the analytical components of the UrbanFootprint model. Comprised of thirty experts from local, regional and state agencies and the academic, nonprofit, and private sectors, the TAC provided their perspective and critical expertise in reviewing the transportation, energy, water, and water-energy analysis methodologies used by the model. Through two in-person sessions, TAC members provided input to help prioritize model improvements and advancements for the near term and into the future.

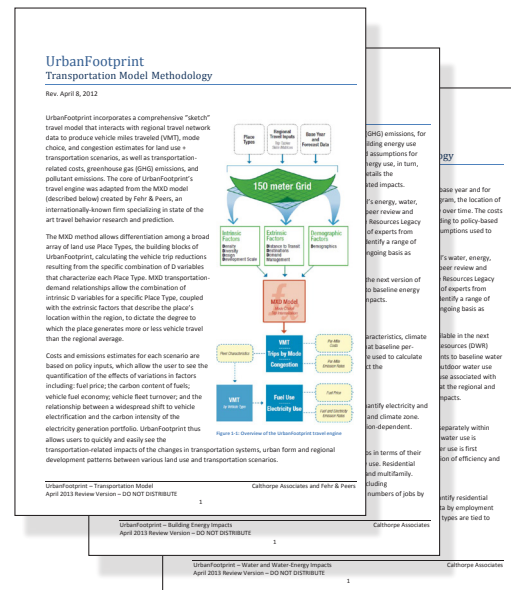
In response to the advisory input, Calthorpe Associates, along with staff from the UC Davis Urban Land Use and Transportation Center (ULTRANS) and Center for Water-Energy Efficiency, implemented a number of updates for water, energy, and water-energy analysis, and identified a path forward for further advancements to expand the capacity of the model in taking on more detailed inputs and policy-based assumptions. Feedback on the UrbanFootprint transportation modeling and impact analysis components was also incorporated into a detailed framework for longer-term advancements.

Near-term improvements implemented as part of this effort included the integration of logic to reflect changes in building stock and automobile fleet mix over time, refinement of energy and water use baselines, and incorporation of congestion effects and regional transportation demand management (TDM) modeling. Progress on other planned advancements is continuing in the context of projects for the California Energy Commission, MPOs, and others.

Technical advisory committee members reviewed UrbanFootprint's transportation, building energy, and water analysis methodologies, providing input and guidance that resulted in model advancements and plans for future improvements. Newly revised methodologies were documented in a set of white papers.



UrbanFootprint Analysis Flow.



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HONOLULU TRANSIT-ORIENTED DEVELOPMENT STUDY

REGIONAL SCENARIO PLANNING

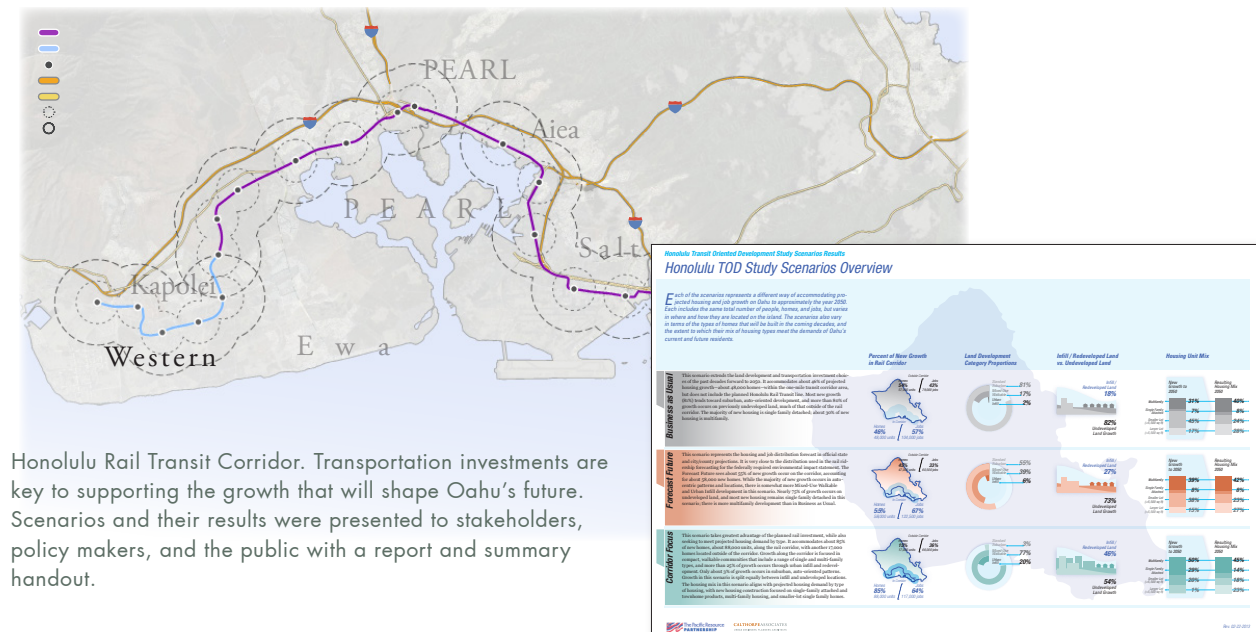
CLIENT: The Pacific Resource Partnership
TYPE: Scenario Planning and Analysis
SCALE: Island of Oahu
SUMMARY: Corridor/Regional Transit Oriented Development Study and Scenario Analysis
YEAR: 2011 to present (ongoing)
LINKS: http://www.calthorpe.com/Honolulu_TOD_Study

Calthorpe Associates worked with the Pacific Resource Partnership to study transit-oriented development (TOD) potential along Honolulu’s planned rail transit corridor. The study was undertaken to inform discussions about the role that rail transit and growth focused around transit can play in addressing the challenges facing Oahu today and into the next decades. The scenarios produced in this project posit varying futures in which population and job growth are more or less focused around the Honolulu Rail Transit corridor.

The firm’s RapidFire and UrbanFootprint models were deployed to produce the scenarios and model corridor- and island-wide impacts of varying levels of TOD and transit investment on Oahu. Model outputs included energy and water impacts, land conservation metrics, transportation impacts, greenhouse gas emissions, fiscal impacts to cities, household cost burdens, and housing mix and affordability. The project also

included an implementation and policy framework for TOD, which could serve as a roadmap for developing support for and implementing successful TOD in Oahu.

The project built on the station-area TOD studies that were completed or being undertaken by the City and County of Honolulu and other agencies, and added a higher-level, corridor-wide perspective to studies of demand, capacity, and development potential along the Honolulu Rail Transit corridor, with a specific focus on infill and redevelopment capacity. The scenarios shed critical light on the island-wide impacts and fiscal implications of how and where growth occurs on Oahu, providing a broader context for the public TOD station-area planning process and discussions. The study makes it evident that rail transit and related investments will play a significant role in the future of Honolulu.



Honolulu Rail Transit Corridor. Transportation investments are key to supporting the growth that will shape Oahu’s future. Scenarios and their results were presented to stakeholders, policy makers, and the public with a report and summary handout.

SECTION III. IDENTIFICATION OF SUBCONTRACTORS

IDENTIFICATION OF SUBCONTRACTORS

URBANFOOTPRINT SCENARIO MODELING TOOL & ANALYSES

Subcontractor Roles

Two subcontractors are included for the proposed scope of work: Fehr & Peers for transportation model calibration (Task 6), and Strategic Economics for fiscal impacts research and model assumptions development (Task 7).



Strategic Economics, an economic analysis consulting firm based in Berkeley, CA, will develop the municipal cost and revenue assumptions used by the model for fiscal impacts assessment.

- Strategic Economics will perform approximately 8% of the overall scope of work (in terms of cost).
- Strategic Economics is a certified Woman-Owned Business, Small Business, Small Local Emerging Business, and Disadvantaged Business Enterprise.
- Firm profile and qualifications begin on page 21.
- Strategic Economics' costs of service, including hourly rates and costs by task, are included in the budget in Section V, Cost of Service, on page 36.



Fehr & Peers, national transportation consultants, will calibrate the UrbanFootprint transportation model.

- Fehr & Peers will perform approximately 12% of the overall scope of work (in terms of cost).
- Qualifications begin on page 23.
- Fehr & Peers' costs of service, including hourly rates and costs by task, are included in the budget in Section V, Cost of Service, on page 36.

Strategic Economics is a national leader in providing the economic analysis and strategic thinking necessary to create sustainable, high-quality places for people to live and work. The firm guides local governments, developers, community groups, and non-profit organizations in planning efforts, investment decisions and policy design.



We are widely recognized for our strength in addressing complicated projects requiring innovative analysis and cross-disciplinary teamwork. Our staff brings extensive experience and expertise in many disciplines including urban economics, city planning, regional economic development, public policy, public finance, and real estate economics. We combine depth of technical knowledge with an understanding of “the big picture,” and excel at translating our work into materials that are comprehensible to any audience.

Examples of our work include: transit-oriented development planning, neighborhood and downtown growth and revitalization strategies, corridor revitalization studies, real estate transaction analysis and structuring, infrastructure financing, economic development strategies, regional growth management projects and retail development strategies.

Relevant work with Calthorpe Associates includes development of the RapidFire fiscal impact model for the Vision California project; development and calibration of fiscal impact assumptions for the Honolulu Transit-Oriented Development Study (commissioned by the Pacific Resource Partnership) and the Southern California Association of Governments (SCAG) 2012 RTP/SCS scenarios; and customization of residential and commercial fiscal impact assumptions for insight2050, a regional scenarios process for the Mid-Ohio Regional Planning Commission that is currently underway.

Other work includes Building Better Budgets, for which Smart Growth America (SGA) hired Strategic Economics to provide research and analysis for the preparation of a national evaluation of the fiscal impacts associated with differing growth patterns. Strategic Economics also assisted the U.S. Environmental Protection Agency’s (EPA) Office of Sustainable Communities in the development and delivery of the Economic and Fiscal Health tool under the Building Blocks for Sustainable Communities program, which included data exercises to help communities think through the relationship between development patterns and the fiscal and economic health of local governments.

Strategic Economics is a certified Woman-Owned Business, Small Business, Small Local Emerging Business, and Disadvantaged Business Enterprise.

Firm Address and Contact:

2991 Shattuck Ave	Primary Contact:
Suite 203	Sarah Graham
Berkeley, CA 94705	SGraham@strategieconomics.com
(510) 647-5291	(510) 647-5291 x114

STRATEGIC ECONOMICS PROJECT TEAM

URBANFOOTPRINT SCENARIO MODELING TOOL & ANALYSES

SARAH GRAHAM, PRINCIPAL

Sarah Graham specializes in assessing the economic and fiscal impacts of new development and land use policies, and on the implementation of infill and transit-oriented development (TOD). She has managed numerous projects related to measuring the economic benefits associated with improvements to transportation infrastructure and the funding and financing of public infrastructure. Ms. Graham also developed Strategic Economics' innovative approach for measuring costs and benefits of varying development patterns at the regional level for the RapidFire model as part of the Vision California process.

Ms. Graham has extensive experience in fiscal analysis work at both the local and regional levels. At the regional level, Ms. Graham has managed analysis or advised on projects for the Southern California region, Columbus, Ohio, and Honolulu, Hawaii. She has managed fiscal impact analyses for numerous California cities including Fremont, Fresno, King City, Menlo Park, Millbrae, and West Hollywood, as well as communities across the United States, including Eugene, OR, Hidden Springs, ID, and Nashville, TN. In addition to her analytical work, she has visited the communities of Bemidji, MN, Muskegon, MI, and Lake Worth, FL to provide technical assistance on the relationship between local land use decisions and economic and fiscal health as part of the U.S. Environmental Protection Agency's Building Blocks for Sustainable Communities program. Ms. Graham also recently contributed to the Smart Growth America report: *Building Better Budgets, A National Examination of the Fiscal Benefits of Smart Growth Development*.

Ms. Graham's recent work in Sonoma County includes managing the preparation of a market analysis, affordable housing strategy, and funding/financing strategy for the North Santa Rosa Station Area Specific Plan and managing the preparation of

a market analysis, employment analysis, and funding/financing strategy for the Central Healdsburg Avenue Plan.

Ms. Graham holds a Master's degree in Public Policy from the University of California at Berkeley, and a Bachelor of Arts in International Relations and Environmental and Economic Affairs from Tufts University.

DEREK W. BRAUN, SENIOR ASSOCIATE

Derek Braun's diverse experience includes the analysis of economic and fiscal impacts of development, market opportunities and demand, employment and industry trends, and implementation and public financing strategies for local area plans. Mr. Braun's fiscal analysis work includes studies at both the local and regional levels. At the regional level, Mr. Braun has provided market analysis or fiscal analysis of public expenses and costs for the RapidFire regional scenario planning model in contexts as varied as Columbus, Ohio and Honolulu, Hawaii. He has also modeled the impacts of local development plans on city finances in California cities including King City, Fremont, and Menlo Park.

Mr. Braun's market work includes housing, retail, and office strategy recommendations based on socioeconomic and real estate trends in diverse contexts, from Lansing, Michigan to neighborhoods in Long Beach, California. Additionally, he has conducted industry analyses to guide a number of General Plan updates and economic development strategies in California, and completed economic benefit analyses for property development proposals, large plan areas, and transit investments.

Mr. Braun holds a Master of Urban Planning degree from the University of Southern California, with a concentration in Economic Development. Mr. Braun also holds a Bachelor of Science degree in Management from Case Western Reserve University.

JERRY WALTERS, CHIEF TECHNICAL OFFICER



Jerry Walters is Fehr & Peers' Chief Technical Officer and leader of the firm's sustainable transportation planning practices. He has over thirty years' experience in transportation planning, engineering and travel forecasting. Jerry has led regional, State and Federal research and capacity-building efforts for the Transportation Research Board Strategic Highway Research Program (SHRP), U.S. EPA, and State DOT's and Metropolitan Planning Organizations.

Selected Project Experience & Publications

Jerry led nationwide studies for the U.S. EPA and General Services Administration developing nationally-applicable methods for predicting local vehicle miles travelled (VMT) based on accessibility and land use measures included in the US EPA Smart Location Database. He also developed nationally consistent methods for transportation and land use policy analysis by State DOTs and MPOs in *SHRP2 C16: The Effect of Smart Growth Policies on Travel Demand*. Jerry also contributed to *Methodologies and Data and Modeling Needs for Estimating GHG Emissions for Incorporation in the Transportation Planning Process Handbook* for FHWA, and *Estimating Demand for Non-Motorized Travel* (NCHRP 8-78).

Jerry served on the American Public Transit Association (APTA) working group on national guidelines for estimating climate change impacts of transit. He also developed project evaluation methods and metrics for the US EPA including the national guide *Mixed-use Development and Vehicle Trips: Improving the Standard Estimation Methodology* peer reviewed by the American Society of Civil Engineers and published by the American Planning Association. He co-authored *Growing Cooler – the Evidence on Urban Development and Climate Change* published by the Urban Land Institute.

Jerry was principal author on performance measurement for the California Smart Mobility Framework and is assisting the Oregon Department of Transportation in preparation of its Statewide Transportation Strategy and impact measurement tools for regional and local governments. He served on Regional Targets Advisory Committee to the Air Resources Board on implementing California's landmark transportation/ land use and climate law SB 375, and the on the California Transportation Commission working group on travel modeling guidelines for Regional Transportation Plans under law AB32. He also led development of Caltrans inter-regionally consistent, locally tailored travel forecasting tools for scenario planning by all California MPOs

Jerry served as advisor to FHWA and Utah DOT in preparation of Supplemental EIS on Legacy Parkway, including examination of potential benefits of optimal integration of transit and highway projects in the corridor and re-evaluation of project purpose and need, alternatives and transportation impacts.

Education

Master of Engineering in Transportation Engineering, Rensselaer Polytechnic Institute, 1974

Bachelor of Science in Engineering Science, Rensselaer Polytechnic Institute, 1971

Affiliations and Registrations

- Institute of Transportation Engineers (ITE)
- Licensed Traffic Engineer, State of California (#1467)

MACKENZIE WATTEN, SENIOR TRANSPORTATION ENGINEER

Mackenzie joined Fehr & Peers with a degree in civil engineering with a focus on transportation from the University of California, Berkeley. At Fehr & Peers, he has contributed substantially to a wide variety of studies, including travel demand modeling, transportation impact analyses, parking studies, climate action plans, smart growth planning, and environmental impact assessments. Mackenzie has worked extensively across California applying travel demand models at regional and local scales.

Mackenzie's software experience includes Synchro and Traffix for traffic operation and analysis, SimTraffic for traffic simulation, and Cube/Voyager and TransCAD for travel demand modeling.

Publications & Presentations

Parking Strategies for Smart Growth – Planning Tools for the San Diego Region (co-authored), SANDAG, 2010.

Trip Generation for Smart Growth – Planning Tools for the San Diego Region (co-authored), SANDAG, 2010.

Smart Growth Parking Requirements Review (co-authored with Richard Lee and Rob Rees), ITE Journal, December 2010.

Selected Project Experience

Vision California – Vision California developed tools that illustrate and comprehensively measure the role of land use and High Speed Rail and SB 375-mandated regional “Sustainable Communities Strategies” in meeting AB 32 greenhouse gas targets. The system of tools, known as UrbanFootprint, was developed through scenarios that were evaluated and compared with respect to their effects on transportation infrastructure and the environment using the modeling tools developed for the EPA

Mixed Use Trip Generation project. Mackenzie adapted the MXD tools used for the EPA project to the Vision California project.

San Joaquin Valley Model Improvement Project – As a project engineer, Mackenzie provided technical expertise to update and improve each of the eight San Joaquin Valley MPO traffic models in Cube/Voyager to meet near term needs and address continued maintenance and improvements, as defined under SB 375. Specific tasks that Mackenzie completed included improvements to models' sensitivities to the built environment or “4Ds” and creation of external model parameter spreadsheet to organize scenario planning. Mackenzie was involved in first-of-its-kind in-depth dynamic validation testing for San Joaquin Valley transportation models.

San Joaquin Council of Governments 4D Model Enhancements (San Joaquin County, CA) – Mackenzie assisted in developing in-line modeling procedures to adjust the SJCOG travel demand model in Cube/Voyager to estimate the per capita vehicle trip and vehicle miles traveled reductions that would occur with the implementation of smart growth policies and practices in San Joaquin County and its cities. This work was done in anticipation of modeling requirements for the 2011 San Joaquin Regional Transportation Plan (RTP) and compliance with SB 375.

Education

B.S. in Civil Engineering, University of California, Berkeley, 2009

Registrations

Engineer-In-Training (EIT) – State of California

SECTION IV. PROJECT APPROACH

PROJECT APPROACH

URBANFOOTPRINT SCENARIO MODELING TOOL & ANALYSES

OVERVIEW

This project will set up and deploy the UrbanFootprint modeling platform in Sonoma County to support critical conservation, climate, energy, and related planning activities of the Sonoma County Agricultural Preservation and Open Space District (SCAPOSD), the Regional Climate Protection Authority (RCPA), and other Sonoma County agencies. UrbanFootprint will be set up and utilized to study the impacts of alternative approaches to development and conservation in Sonoma County on county-wide conservation, transportation, environmental measures, public health, social equity, and fiscal expenditures and revenues. Scenario development and multi-metric analysis will serve to advance Sonoma County's climate, energy, water, mobility, and conservation planning and policy challenges. Moreover, it will proactively link planning across these sectors to state and regional goals and targets as conveyed by AB 32, SB 375, and the recently adopted Sustainable Communities Strategy (SCS) for the San Francisco Bay Area (Plan Bay Area).

The evolving array of analytical engines currently integrated into UrbanFootprint includes the ability to model impacts for a range of metrics or indicators, including:

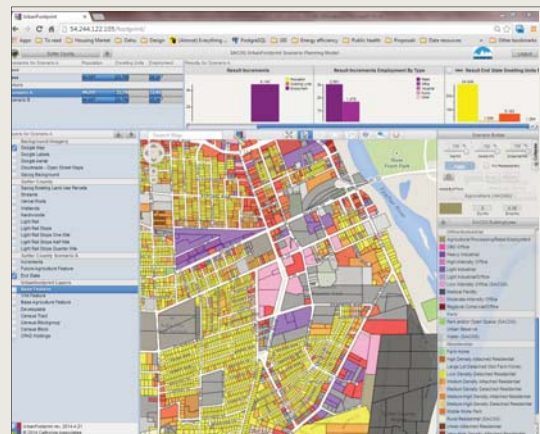
- Travel impacts: vehicle miles traveled (VMT), mode split, auto-related costs, and emissions (criteria pollutant and greenhouse gas);
- Land consumption;
- Building energy consumption and related greenhouse gas emissions and household cost impacts;
- Building water consumption and related energy, greenhouse gas emissions, and household cost impacts;
- Public health impacts (respiratory, activity-related, and auto/ped/bike collision incidences and costs);
- Local infrastructure costs (capital and operations & maintenance) and jurisdictional revenues;
- Household costs for transportation and utilities.

This project will also include select expansion of UrbanFootprint's analytical capability to focus on the quantitative measurement of key indicators pertaining to land conservation. Data depicting Sonoma County's open spaces and environmentally sensitive lands and resources will be integrated into the model's data schema to facilitate the measurement of greenhouse gas emissions, water supply and quality, impacts on habitat, and other critical indicators. A broader array of conservation-focused metrics will serve to facilitate the integration of the County's designated Priority Conservation Areas (PCAs) into broader land use planning and related policy initiatives. Conservation modeling capability and advancement will leverage and coordinate with the work completed or underway by SCAPOSD and The Nature Conservancy (TNC) to build conservation data and modeling capability in the county. The specific details and work plan for conservation modeling will be laid out and refined with the District based on established priorities, funding availability, and potential resources from and links to other projects or partners; Task 9 outlines the general approach to conservation modeling and software advancement.



UrbanFootprint is a cutting edge open source software platform that models the impacts of land use and transportation scenarios using a comprehensive set of metrics. UrbanFootprint was initially developed by Calthorpe Associates as part of the Vision California project which modeled land use and transportation scenarios to comprehensively measure travel, climate, energy, water, fiscal, land use, and public health impacts. UrbanFootprint creates a common framework for planning and analysis at multiple scales and meets the growing demand for rapid and comprehensive land use and transportation scenario planning tools by MPOs, local jurisdictions, and advocacy groups. The model is accessed via a web-interface and is designed to reduce the cost and complexity of access to powerful and dynamic planning and decision making tools.

UrbanFootprint's scenario development and analytical engines produce a wide range of inter-related metrics that allow for meaningful comparisons of alternative land use and transportation scenarios. The model works to combine the existing physical and demographic environment (at a very fine-grained geographic scale) with scenarios that depict different future conditions. Specific impacts, such as building energy and water consumption, vehicle miles traveled, health and fiscal impacts, and pollutant emissions, are calculated by modeling the relationships between physical, geographic, demographic, and policy inputs.



View of UrbanFootprint's web-based user interface (v1.1).

The UrbanFootprint modeling framework is sensitive to both land use variation and key policy and technology considerations (such as building energy and water conservation rates, auto fleet mix and fuel composition, energy portfolio mix) allowing for the testing and exploration of the combined impacts of land use and other policy decisions. This will be particularly useful in the development of climate action policies, energy- and water-related policy 'levers' aimed at buildings or energy generation, or policies related to vehicle fleets and fuels.

The major steps associated with the setup and deployment of UrbanFootprint in Sonoma County include the development and advancement of base data systems, the calibration and enhancement of analytical modules, and county-wide scenario development and analysis. These primary model development and deployment activities are described in Tasks 1-7 below. The enhancement of UrbanFootprint's conservation modeling capabilities, which is outlined in Task 8, will be covered by the 'addendum' resource described in the RFP; a more detailed scope of work for conservation-specific modeling will be developed in coordination with SCAPOSD and other relevant parties.

This project is expected to span approximately 9-12 months. Tasks and deliverables are detailed below, with a proposed project schedule included on page 34 and a detailed budget in Section 5 (Cost of Service).

PROPOSED SCOPE OF WORK

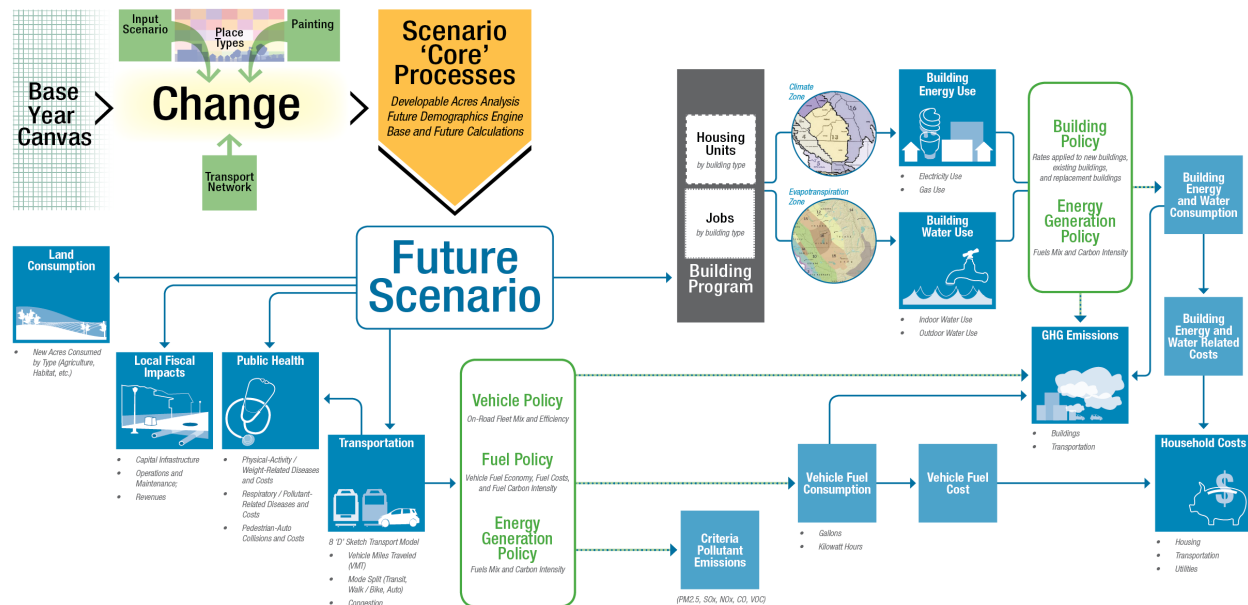
Task 1: Project Kick Off and Work Plan Refinement.

The project team will meet with SCAPOSD, RCPA, and other agencies as required to review the project scope and timeline, and discuss the goals and objectives of the project and its relationship to county planning activities. Scenario development and its relationship to County land use planning, climate action and conservation planning, and other processes will be discussed to ensure relevant connections between this and other processes. Specific focus will also be applied to the scope and breadth of the conservation modeling component of this project including how it will be integrated into scenario development and broader project objectives, and with ongoing SCAPOSD and other agency activities.

Early discussions with SCAPOSD and RCPA will also cover methods for engaging county staff across multiple agencies in this process, as well as the extent to which outside stakeholders will be engaged and leveraged for critical input into scenario development, analysis, and review.

Task 1 Budget: \$5,930

Task 1 Deliverables: Meetings with SCAPOSD and other agency staff; updated project scope and timeline, including refined work plan for conservation indicator modeling.



UrbanFootprint Model Flow.

Task 2: UrbanFootprint Development Environment and Local Access Setup.

This task involves setting up server systems and operations for a Sonoma County-specific UrbanFootprint deployment. In-house development environments will be established, and UrbanFootprint software and database structures will be set up for internal use and project-related access on Amazon EC2 cloud-server systems. Ultimately, UrbanFootprint can be hosted locally in Sonoma County, or from a remote location via the computing cloud. Longer-term hosting and support of an UrbanFootprint system will be discussed with appropriate Sonoma County parties.

Task 2 Budget: \$30,800

Task 2 Deliverables: Local (at Calthorpe Associates) and cloud-based development and modeling environments; documentation describing the modeling and server environments.

Task 3: Sonoma County Base Canvas Development.

This critical task includes the work associated with developing the detailed ‘urban’ (as distinct from ‘conservation’-focused) base data canvas for Sonoma County, including the integration and normalization of all necessary land use, demographic, transportation system, and related datasets. This task involves the compilation and preparation of base data for integration into the UrbanFootprint framework, as well as customization of data normalization and management scripts. Work includes compiling and integrating land cover, parcel, census, and other data required for land use planning and analytical processes. This task culminates in the canvas upon which land use scenarios/alternatives can be developed and analyzed. It is expected that this task will involve significant coordination with SCAPOSD, RCPA, and other agencies that house or coordinate data in the county.

It will be critical to link this task to the development of conservation-focused data components (see Task 9) and ultimately to integrate the conservation data schema into the overall data and modeling structure for Sonoma County. For the purposes of this work plan and the budgeting of project activities, the ‘urban’ data canvas and work to develop it is described as distinct from (but related to) the ‘conservation’ data canvas.

Task 3 Budget: \$37,150

Task 3 Deliverables: Complete ‘urban’ base canvas for Sonoma County; base canvas data catalog and documentation.

Task 4: Place and Building Type Customization.

This task focuses on the customization of UrbanFootprint’s scenario development components, including the model’s library of place types and building types (the building blocks for scenarios), and crosswalks between local/county land uses and the range of place and building types. The existing library of California place and building types will be modified as needed to reflect the range of current and potential future building and district-scale characteristics in Sonoma County. The project team will work with SCAPOSD, RCPA, and other agencies to review current types, identify gaps, and develop a plan to research and load additional types into the system. If significant research or district studies are required as part of this task, Sonoma County will need to

PROJECT APPROACH

URBANFOOTPRINT SCENARIO MODELING TOOL & ANALYSES

play a significant role in such efforts; Calthorpe Associates will work local staff to develop a process of building type and place type research and customization. Note that conservation and open space place types, which will play an important role in modeling conservation indicators, will be developed as part of the activities outlined in Task 9.

Task 4 Budget: \$19,500

Task 4 Deliverables: Customized UrbanFootprint building and place types for Sonoma County.

Task 5: Model Calibration and Select Analytical Engine Refinement.

To prepare for UrbanFootprint's use in planning and scenario development activities, the model's analytical engines and policy variables will be calibrated and customized to ensure that model outputs are reliable, defensible, and ready for use in internal and public settings. This task includes calibration and verification of the model's water and energy engines, land consumption engine, and household cost and emissions engines. Active transport-related public health impacts modeling will be calibrated and updated to reflect efforts currently underway to enhance UrbanFootprint's health impacts engine. Measurement of health impacts will be calibrated in this process; however, more advanced 'regionalization' and verification of the active transport-related health impacts engine will not be covered in this work plan. As part of this task, existing methods for modeling respiratory impacts and auto-pedestrian collisions will be calibrated to Sonoma County as needed.

Note that the calibration of the transportation modeling engine, and the customization of fiscal impacts assumptions used to derive capital and operations and maintenance costs for local infrastructure, are covered in separate tasks.

Task 5 Budget: \$29,250

Task 5 Deliverables: Customized energy, water, public health, emissions, and cost assumptions for UrbanFootprint model; spreadsheets and memoranda summarizing all assumptions.

Task 6: Transportation Model Calibration.

This task focuses on calibration of UrbanFootprint's 'MXD' sketch travel model. MXD is supported by the US EPA and APA, has been peer reviewed by the American Society of Civil Engineers, and has proven to be an accurate sketch-level replication of forecasts produced by sophisticated MPO regional travel models. Fehr & Peers will work with Calthorpe Associates to import and process regional travel accessibility measures from the MTC and Sonoma County travel models. UrbanFootprint transportation model calibration, data, scenario composition, and testing will be developed in a manner that assures Sonoma County agencies and the public of consistency with the goals of Plan Bay Area, SB 375 and AB 32.

The transportation engine will provide scenario-specific estimates of countywide VMT and mode share for the evaluation of fuel consumption, GHG, and other transportation emissions. To customize and calibrate the UrbanFootprint transportation engine for Sonoma County, Fehr & Peers will lead compilation of transportation data and testing and validation of the UrbanFootprint transport algorithms to ensure reliable and defensible quick-response forecasts of scenario VMT and mode shares for county households.

Based on 2010 County land use data at the parcel, grid cell, or census block level, and input from the county and regional transportation models, Fehr & Peers will apply the UrbanFootprint MXD algorithms to estimate household VMT generation at the TAZ and countywide aggregate levels for Sonoma's intra-county and external travel. Baseline estimates will be compared to those produced by the Sonoma County Travel Model for intra-county travel and MTC Travel Model for external travel to validate within professionally-accepted levels of travel forecast accuracy.

In preparation for scenario development and analysis, Fehr & Peers will extract relevant socioeconomic data (SED) and network performance data from MTC/ABAG and/or County models, and assist Calthorpe Associates with the integration of production/attraction matrices and skim matrices into UrbanFootprint.

Task 6 Budget: \$29,120

Task 6 Deliverables: Customized travel and related assumptions for UrbanFootprint MXD-based travel engine; memoranda describing model customization and calibration.

Task 7: Fiscal Impacts Research and Model Assumptions Development.

This project will include calibration of the California-wide assumptions (originally developed for the Vision California project and subsequent work in Southern California) that drive the fiscal impact module of the UrbanFootprint model. The market and fiscal impacts analysis experts at Strategic Economics will take on the majority of research and analysis associated with this task and adjust the California assumptions to Sonoma county-specific assumptions for capital infrastructure (local roads, water supply, sewer/wastewater, and other components to be determined) and operations & maintenance (O&M) expenditures for infill and greenfield development, as well as projected revenues related to development patterns in the region.

The regional fiscal impact assessment will measure the municipal general fund costs and revenues associated with future residential development. The analysis will include the following sub-tasks:

- Residential development assumptions: Strategic Economics will conduct targeted market research and work with Calthorpe Associates to develop assumptions about the type and value of residential development in Sonoma County.
- Capital cost assumptions: Strategic Economics will calibrate municipal capital cost assumptions previously developed through the Vision California project based on available impact fee data from cities located in Sonoma County.
- Operations and maintenance costs: General Fund O&M cost categories included in the statewide analysis are: public works; general government services; public safety (police and fire); and community services. Strategic Economics will update and calibrate the statewide results to reflect municipal budget data from Sonoma County cities.
- Revenues assumptions: Municipal general fund revenues will be estimated from the following tax and fee types: property tax; property transfer tax; sales tax; and vehicle license fees, based on conditions in Sonoma County.

PROJECT APPROACH

URBANFOOTPRINT SCENARIO MODELING TOOL & ANALYSES

- Fiscal impacts modeling: Municipal capital and O&M cost, as well as revenue assumptions developed by Strategic Economics, will be integrated into the UrbanFootprint model by Calthorpe Associates.

Task 7 Budget: \$26,793

Task 7 Deliverables: Customized Sonoma County capital, operations and maintenance, and local revenue assumptions for the UrbanFootprint model; technical memorandum summarizing the methodology for the fiscal impact analysis and the assumptions for the UrbanFootprint model.

Task 8: Scenario Development and Analysis.

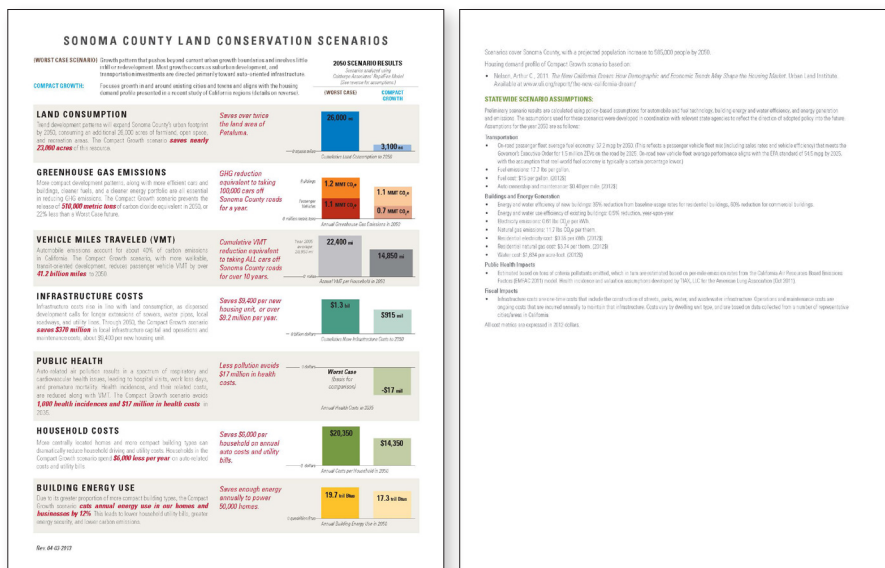
Working with county staff and select stakeholders, Calthorpe Associates will lead the development of a range of county-wide land use scenarios that explore the environmental, fiscal, health, and transport impacts of varying land use patterns, transportation investments, and policy directives. These scenarios will likely range from a trend-based or business-as-usual future to more compact land use patterns. Pending discussions with county staff, it is expected that one scenario would depict population and job growth to a target year (to be determined, likely 2040 or 2050) based on adopted general plans, and that another would be representative of the recently adopted Plan Bay Area Sustainable Community Strategy (SCS). The scenarios could explore the impacts of development patterns and investments that focus on Priority Development Areas (PDAs) as designated by the SCS, as well as the protection or expansion of Sonoma County's Priority Conservation Area (PCAs). In addition, the scenarios can test the impact of varying packages of energy and water efficiency policies (e.g., building standards improvements), passenger vehicle fleet or efficiency changes (e.g., varying levels of alternative vehicle use), and energy portfolio characteristics (e.g., varying degrees of renewable energy generation).

Task 8 Budget: \$70,845

Task 8 Deliverables: Three to four Sonoma County-wide scenarios development in the UrbanFootprint framework; full suite of UrbanFootprint model outputs; spreadsheets summarizing all scenarios and model outputs.

Communicating Scenario Results. Scenarios and results, along with their underlying assumptions, may be summarized for clear communication with stakeholders, policymakers, and the public.

Scenarios broadly depicting alternative land conservation futures for Sonoma County were developed and modeled using the RapidFire model in 2013, with results for a selection of metrics shared via a summary sheet.



Task 9: Conservation-Focused Analysis, Reporting, and Software Development.

This task focuses on the development of new conservation-focused analytical capability within the UrbanFootprint framework. A more detailed work plan for this part of the effort will be developed through consultation with county staff and will be calibrated to the resource available through the contract addendum noted in the RFP and/or other resources or projects that can be brought to bear for this advancement. Subsequent discussions will focus on how to prioritize this first round of conservation-focused enhancements. In general terms, the customization of modeling capability and software for conservation is focused on:

- *Conservation Data Schema Development:* The integration of environmental feature data developed by the county and its project partners (e.g., habitat/sensitive species lands, groundwater basins, agricultural lands, riparian corridors, soils data, carbon sequestration data coverages).
- *Conservation Place Type Development:* The development of conservation ‘place types’ that ultimately allow for the depiction of more refined existing environmental and conservation conditions, as well as the development of conservation scenarios.
- *Enhanced Analysis Integration:* The integration of methods to measure and model the impacts of land development patterns on key conservation indicators.
- *Software Customization:* Enhancements and customization of UrbanFootprint’s back-end software components, database structures, and user interface to bring conservation-focused planning and analysis into the software framework. As noted above, subsequent discussions will focus on the prioritization of data, analysis, and software-related activities in this project.

Pending further discussions, it is expected that this task will focus primarily on integrating conservation data and enhancing analytical capability for select prioritized conservation indicators. Such analysis can be integrated into the development and modeling of the scenarios crafted in Task 8 above as a means of elevating the role of conservation metrics and county PCAs in the review of scenario performance.

Task 9 Budget: To be determined

Task 9 Deliverables: Detailed work plan for conservation indicator modeling; data development and integration of open space data based on work plan and prioritized indicators; place type development based on work plan and prioritized indicators; scenario modeling and analysis based on work plan and prioritized indicators; software back-end and user interface customization based on work plan and prioritized indicators.

PROJECT APPROACH

URBANFOOTPRINT SCENARIO MODELING TOOL & ANALYSES

PROPOSED PROJECT SCHEDULE												
TASK	2014					2015						
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	
TASKS TIMELINE (2014-2015)												
1												
2												
3												
4												
5												
6												
7												
8												
9												

SECTION V. COST OF SERVICE

COST OF SERVICE

URBANFOOTPRINT SCENARIO MODELING TOOL & ANALYSES

BUDGET

Proposed project costs are summarized below by task and firm. A full budget is provided on the following page.

PROJECT BUDGET <i>UrbanFootprint Scenario Modeling Tool & Analysis in Support of Intergrated Conservation Planning - Sonoma County, CA</i>	TEAM TOTAL		Calthorpe Associates		Strategic Economics		Fehr & Peers	
			TOTAL		TOTAL		TOTAL	
	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
Tasks								
1 Project Kick Off and Work Plan Refinement	30	\$ 5,930	26	\$ 4,650	0	\$ -	4	\$ 1,280
2 UrbanFootprint Development Environment and Local Access Setup	200	\$ 30,800	200	\$ 30,800	0	\$ -	0	\$ -
3 Sonoma County Base Canvas Development	254	\$ 37,150	254	\$ 37,150	0	\$ -	0	\$ -
4 Place and Building Type Customization	120	\$ 19,500	120	\$ 19,500	0	\$ -	0	\$ -
5 Model Calibration and Select Analytical Engine Refinement	190	\$ 29,250	190	\$ 29,250	0	\$ -	0	\$ -
6 Transportation Engine Calibration	166	\$ 29,120	70	\$ 11,000	0	\$ -	96	\$ 18,120
7 Fiscal Impacts Research and Model Calibration	262	\$ 26,793	44	\$ 6,900	218	\$ 19,893	0	\$ -
8 Scenario Development and Analysis	451	\$ 70,845	400	\$ 61,000	0	\$ -	51	\$ 9,845
Subtotal	1673	\$ 249,388	1304	\$ 200,250	218	\$ 19,893	151	\$ 29,245
9 Conservation-Focused Analysis and Reporting (budget TBD)		\$ -		\$ -		\$ -		\$ -
Labor Subtotal	1,673	\$ 249,388	1304	\$ 200,250	218	\$ 19,893	151	\$ 29,245
Travel and Other Expenses (estimated, billed at actual cost only)		\$ 500						
TOTAL EXPENSES + LABOR		\$ 249,888						
Potential Web Server Setup and Service Expenses (to be discussed)		(approx \$250-350/month)						

HOURLY RATES

Hourly rates for project staff are as follows.

Project Team Member	Hourly Rate
Calthorpe Associates	
Joe DiStefano	\$225
Andy Likuski	\$160
Erika Lew	\$150
Nick Wilson	\$150
Evan Babb	\$150
Calthorpe Associates Planner/Analyst	\$125
Strategic Economics	
Sarah Graham	\$161
Derek Braun	\$110
Strategic Economics Associate	\$89
Strategic Economics Research Analyst	\$69
Fehr & Peers	
Jerry Walters	\$320
Mackenzie Watten	\$145

BUDGET (FULL)

PROJECT BUDGET	TEAM TOTAL		Cathrope Associates												Strategic Economics				Fehr & Peers		Other	
	Hours	Cost	Joe DiStefano	Andy Likavik	Erica Lew	Nick Wilson	Evan Babib	Other	Cathrope	Sarah Graham	Derek Braun	Associate	Research/Analyst	Strat Econ	Jerry Walters	Mackenzie Watten	Fehr & Peers	Web Development				
			Rate \$	Rate \$	Rate \$	Rate \$	Rate \$	Rate \$	Rate \$	Rate \$	Rate \$	Rate \$	Rate \$	Rate \$	Rate \$	Rate \$	Rate \$	Rate \$				
UrbanFootprint Scenario Modeling Tool & Analysis in Support of Integrated Conservation Planning - Sonoma County, CA																						
1. Project Kick Off and Work Plan Refinement	30	5,930	10	2,250	8	1,200	8	1,200	26	4,650												
2. UrbanFootprint Development Environment and Local Access Setup	200	30,800	14	3,150	40	6,000	80	12,000	200	30,800												
3. Sonoma County Base Census Development	254	37,150	10	2,250	40	6,000	40	6,000	254	37,150												
4. Model Calibration and Scenario Development	180	27,000	10	2,250	100	15,000	80	12,000	180	27,000												
5. Model Calibration and Scenario Development - Engine Refinement	166	29,120	10	2,250	20	3,000	30	4,500	70	11,000												
6. Transportation Engine Calibration	362	54,300	4	900	20	3,000	20	3,000	44	6,900												
7. Fiscal Impacts Research and Model Calibration	451	67,650	40	9,000	100	15,000	160	24,000	400	60,000												
8. Scenario Development and Analysis	1873	249,288	108	24,928	348	8,400	458	11,450	1384	35,200												
9. Conservation-Focused Analysis and Reporting (budget TBD)																						
Labor subtotal	1,073	249,388	108	24,928	348	8,400	458	11,450	1,004	20,250												
Travel Expenses (estimated, subject to review)																						
TOTAL EXPENSES - LABOR		249,388																				
Potential Web Server Setup and Service Expenses (to be discussed)																						

EXHIBIT 10-O1: LOCAL AGENCY CONSULTANT DBE COMMITMENT

(Inclusive of all DBEs at time of proposal)

NOTE: Please refer to instructions on the reverse side of this form.

Consultant to Complete this Section			
1. Local Agency Name: <u>Sonoma County Agricultural Preservation and Open Space District</u>			
2. Project Location: <u>Sonoma County</u>			
3. Project Description: <u>UrbanFootprint Scenario Modeling Tool & Analysis in Support of Integrated Conservation Planning</u>			
4. Consultant Name: <u>Calthorpe Associates</u>			
5. Contract DBE Goal %: <u>2.1</u>			
DBE Commitment Information			
6. Description of Services to be Provided	7. DBE Firm Contact Information	8. DBE Cert. Number	9. DBE %
Fiscal research and analysis	Strategic Economics, Inc., (510) 647-5291	33062	8%
Local Agency to Complete this Section		10. Total % Claimed	8 %
16. Local Agency Contract Number: _____			
17. Federal-aid Project Number: _____			
18. Proposed Contract Execution Date: _____			
Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:			
19. Local Agency Representative Name (Print)		11. Preparer's Signature <u>Joe DiStefano</u>	
20. Local Agency Representative Signature			
21. Date		12. Preparer's Name (Print) Principal, Calthorpe Associates	
22. Local Agency Representative Title			
23. (Area Code) Tel. No.		13. Preparer's Title <u>7/22/14</u> (510) 548-6800 x29	
		14. Date	
		15. (Area Code) Tel. No.	

Distribution: (1) Original – Submit with Award Package
(2) Copy – Local Agency files

INSTRUCTIONS - LOCAL AGENCY CONSULTANT DBE COMMITMENT

Consultant Section

EXHIBIT 10-O2: LOCAL AGENCY CONSULTANT DBE INFORMATION

(Inclusive of all DBEs listed at bid proposal)

NOTE: Please refer to instructions on the reverse side of this form.

Consultant to Complete this Section			
1. Local Agency Name: <u>Sonoma County Agricultural Preservation and Open Space District</u>			
2. Project Location: <u>Sonoma County</u>			
3. Project Description: <u>UrbanFootprint Scenario Modeling Tool & Analysis in Support of Integrated Conservation Planning</u>			
4. Total Contract Award Amount: \$ <u>249,888</u>			
5. Consultant Name: <u>Calthorpe Associates</u>			
6. Contract DBE Goal %: <u>2.1</u>			
7. Total Dollar Amount for <u>all</u> Subcontractors: \$ <u>49,138</u>			
8. Total Number of <u>all</u> Subcontractors: <u>2</u>			
Award DBE Information			
9. Description of Services to be Provided	10. DBE Firm Contact Information	11. DBE Cert. Number	12. DBE Dollar Amount
Fiscal research and analysis	Strategic Economics, Inc., (510) 647-5291	33062	19,893
Local Agency to Complete this Section		13. Total Dollars Claimed	\$ <u>19,893</u>
20. Local Agency Contract Number: _____		14. Total % Claimed	<u>8</u> %
21. Federal-aid Project Number: _____			
22. Contract Execution Date: _____			
Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:			
23. Local Agency Representative Name (Print)			
24. Local Agency Representative Signature	25. Date		
26. Local Agency Representative Title	27. (Area Code) Tel. No.		
Caltrans to Complete this Section		15. Preparer's Signature	
Caltrans District Local Assistance Engineer (DLAE) certifies that this form has been reviewed for completeness:		Joe DiStefano	
		16. Preparer's Name (Print)	
		Principal, Calthorpe Associates	
		17. Preparer's Title	
		7/22/14 (510) 548-6800 x29	
		18. Date	
		19. (Area Code) Tel. No.	
28. DLAE Name (Print)	29. DLAE Signature	30. Date	

Distribution: (1) Copy – Email a copy to the Caltrans District Local Assistance Engineer (DLAE) within 30 days of contract award. Failure to send a copy to the DLAE within 30 days of contract award may result in delay of payment.
 (2) Copy – Include in award package sent to Caltrans DLAE (3) Original – Local agency files

CALIFORNIA UNIFIED CERTIFICATION PROGRAM DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATE

STRATEGIC ECONOMICS, INC

2991 SHATTUCK AVENUE, SUITE 203
BERKELEY, CA 94705

Owner: DENA BELZER

Business Structure: CORPORATION

This certificate acknowledges that said firm is approved by the California Unified Certification Program (CUCP) as a Disadvantaged Business Enterprise (DBE) as defined by the U.S. Department of Transportation (DOT) CFR 49 Part 26, as may be amended, for the following NAICS codes:

NAICS Code(s) * Indicates primary NAICS code
* 541618 Other Management Consulting Services

Work Category Code(s)

C8700 CONSULTANT, NON ENGINEERING
C8702 MANAGEMENT INFORMATION SYSTEMS

C8701 BUSINESS ADMINISTRATION
I8740 MANAGEMENT & PUBLIC RELATIONS

Licenses

CERTIFYING AGENCY:

BAY AREA RAPID TRANSIT DISTRICT (BART)
300 LAKESIDE DRIVE, 18TH FLOOR
OAKLAND, CA 94612 0000
(510) 464-6195

UCP Firm Number: 33062

February 27, 2012


CUCP OFFICER

It is CUCP's policy and objective to promote and maintain a level playing field for DBEs in California on Federal-aid contracts. We ensure nondiscrimination in the award and administration of U.S. DOT assisted contracts based on the requirements of 49 CFR Parts 21 and 26.

SECTION VI. INSURANCE

Acord

CERTIFICATE OF LIABILITY INSURANCE

Date (MM/DD/YR)
1/2/2014

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INSURED Calthorpe Associates 2095 Rose St., Ste 201 Berkeley, CA 94709	INSURER A: Travelers Property Casualty Co. of Am.	25674
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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> GENERAL L LIABILITY	X		6809D794433	01/02/2014	01/02/2015	EACH OCCURRENCE	\$2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$4,000,000
							PRODUCTS - COM/OP AGG	\$4,000,000
								\$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY			BA9D794469	01/02/2014	01/02/2015	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS							
	<input checked="" type="checkbox"/> HIRED AUTOS		<input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS				BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			CUP9D794525	01/02/2014	01/02/2015	EACH OCCURRENCE	\$1,000,000
	<input type="checkbox"/> EXCESS LIAB							
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						AGGREGATE	\$1,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory In N.H.) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		72WECGC5356	01/02/2014	01/02/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	<input type="checkbox"/> OTH-ER
	E.L. EACH ACCIDENT						\$1,000,000	
	E.L. DISEASE - EA EMPLOYEE						\$1,000,000	
							E.L. DISEASE - POLICY LIMIT	\$1,000,000
C	Professional Liability			MCH288389223	01/02/2014	01/02/2015	Per Claim Aggregate	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Projects as on file with the insured including but not limited to West Valley Center Project. Accretive Capital Partners LLC and its members, managers, officers, directors, shareholders, employees & development managers of Owner are named as additional insureds on the general liability policy-see attached endorsement.

CERTIFICATE HOLDER **CANCELLATION**

Accretive Investments, Inc. Attn: Simon Malk 12275 El Camino Real, Ste 110 San Diego, CA 92130	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 

ACORD 25 (2010/05)

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SECTION VII. ADDITIONAL INFORMATION

- UrbanFootprint v1.0 Technical Summary
- Honolulu Transit-Oriented Development Study Results Summary
- Southern California RTP/SCS Workshop Scenarios Summary

URBAN FOOTPRINT

Technical Summary

Model Version 1.0

Team Credits

UrbanFootprint was developed with funding and support from :



California High Speed Rail Authority

California Strategic Growth Council

Additional technical and data support was provided by :



*Urban Land Use and Transportation Center
at the University of California at Davis*

UrbanFootprint Development Team :



*Model Developer:
Calthorpe Associates (www.calthorpe.com)*



*Transportation Model Development:
Fehr & Peers, Inc (www.fehrandpeers.com)*



*Public Health Model Development:
UrbanDesign4Health (urbandesign4health.com)*

*Programming Support:
Ragi Burhum (www.burhumllc.com) and Brian Hamlin*

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Introduction

The UrbanFootprint model is a powerful land use planning, modeling, and data organization framework designed to facilitate more informed planning by practitioners, public agencies, and other stakeholders. Built on fully open-source software platforms and tools, UrbanFootprint requires no proprietary software of any kind. Its development is led by Calthorpe Associates, a planning and urban design firm based in Berkeley, California.

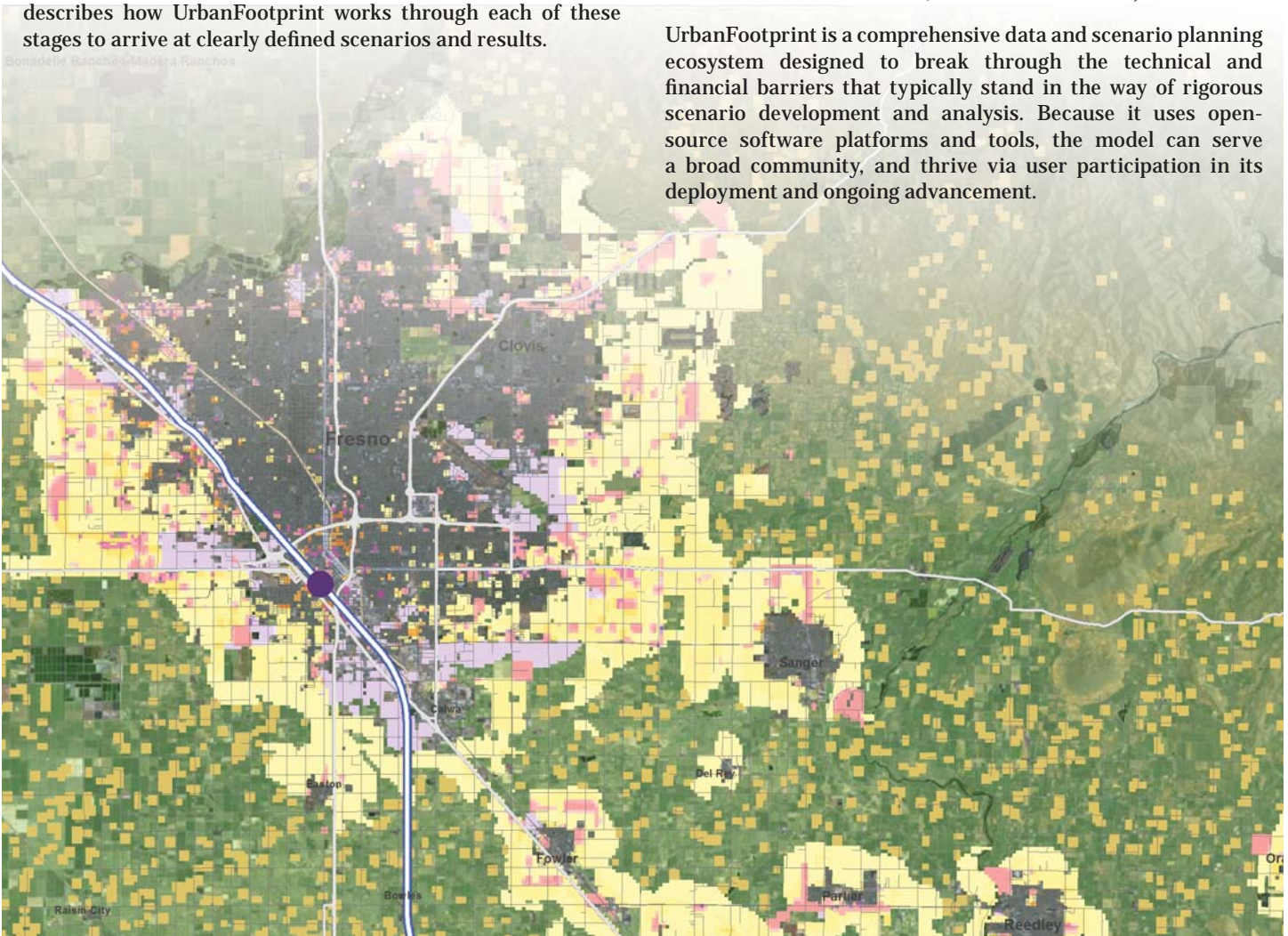
UrbanFootprint comprises a suite of tools and analytical engines that vastly decrease the time and resources required to get up and running with scenario development, while significantly increasing the technical capacity of state, regional, and local users to analyze the fiscal, environmental, transportation, and public health impacts of plans and policies. Moreover, it provides a common data framework within which planning efforts at various scales can be integrated and synced.

Scenario-based planning with UrbanFootprint involves four stages: data organization, the translation of existing plans, scenario development, and scenario analysis. This guide describes how UrbanFootprint works through each of these stages to arrive at clearly defined scenarios and results.

The model currently includes analytical engines that produce results for the following metrics (with more to come as the model is advanced through deployment and research-based activities):

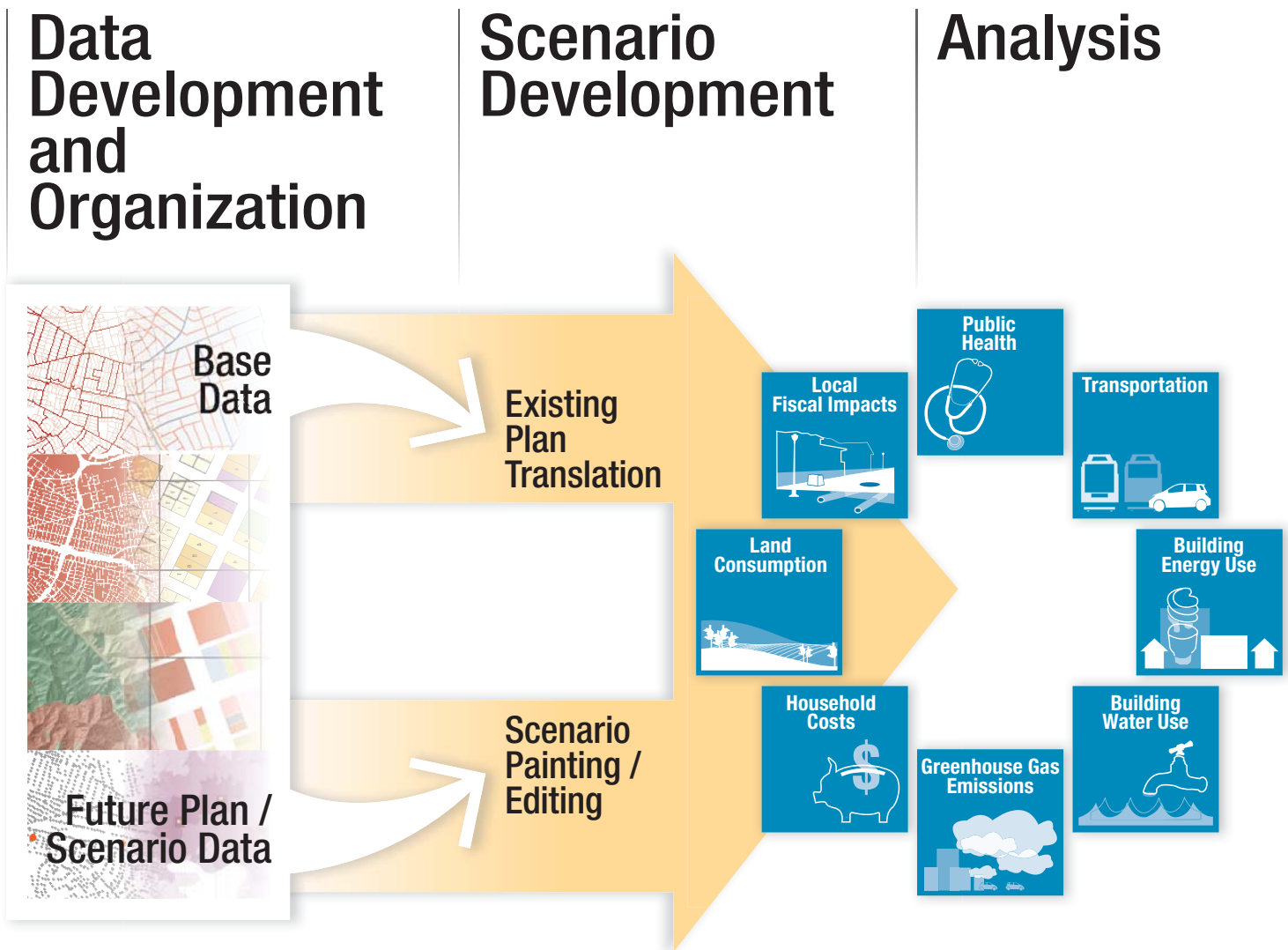
- Land consumption
- Vehicle miles traveled (VMT), travel mode, and fuel consumption
- Transportation greenhouse gas (GHG) and air pollutant emissions
- Building energy and water consumption, costs, and related GHG emissions
- Household costs for housing, transportation and utilities
- Public health impacts and costs (physical activity/weight-related, pollutant/respiratory-related, and pedestrian-safety)
- Local fiscal impacts (capital infrastructure and operations and maintenance costs, and tax/fee revenues)

UrbanFootprint is a comprehensive data and scenario planning ecosystem designed to break through the technical and financial barriers that typically stand in the way of rigorous scenario development and analysis. Because it uses open-source software platforms and tools, the model can serve a broad community, and thrive via user participation in its deployment and ongoing advancement.

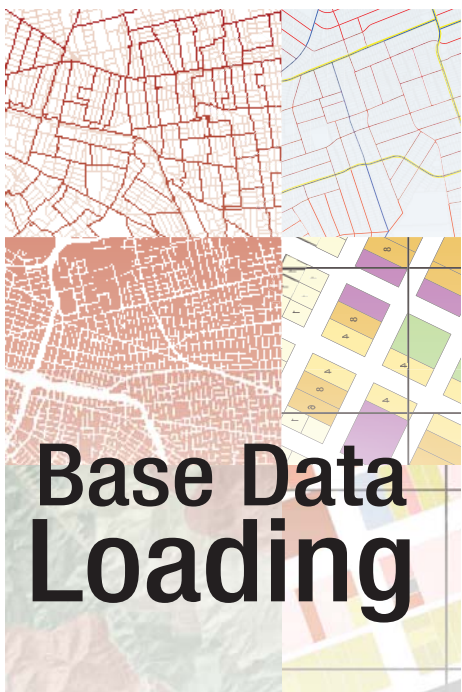


UrbanFootprint as an Ecosystem

The UrbanFootprint modeling framework functions as a data and scenario planning ecosystem. It includes *data development and organization tools* that streamline the creation, updating, and storage of detailed existing conditions data, existing city, regional, or other plans and policies, and future scenarios. It also includes novel *translation tools* that transform city, county, and regional plans into a common language of building and place types, and a web-based *scenario painter* that facilitates scenario creation and editing. Finally, UrbanFootprint includes analytical engines that measure the fiscal, environmental, transportation, public health, and community impacts of future scenarios.



UrbanFootprint Model Components



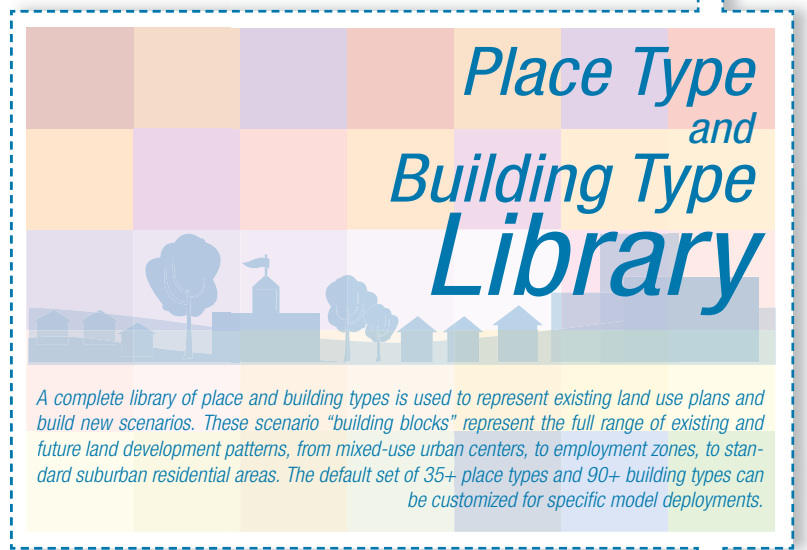
Base Data Loading

A dataset of existing conditions is required by the model's scenario development tools and analytical engines. The model streamlines the development of this base environment dataset through scripts and processes that draw from diverse sources. Deploying the model in any jurisdiction or region within the United States requires only minor modification; processes are also being developed to facilitate use of the model outside of the United States.



Existing Plan Translation

The translation engine analyzes existing local and regional plans and integrates them into the model for subsequent analysis or modification. "Translating" plans into the schema of UrbanFootprint Place Types facilitates the ongoing compilation or "stitching" of local plans and policies into a common regional or statewide fabric of land use and transportation plans.



Place Type and Building Type Library

A complete library of place and building types is used to represent existing land use plans and build new scenarios. These scenario "building blocks" represent the full range of existing and future land development patterns, from mixed-use urban centers, to employment zones, to standard suburban residential areas. The default set of 35+ place types and 90+ building types can be customized for specific model deployments.

The UrbanFootprint web-based painting tool facilitates scenario creation or editing. The current version of the model uses the 5.5-acre grid cell as the unit of painting and analysis; the model will be built to deploy at the parcel level as well the grid in the near future.



Scenario Painting / Editing

Land Consumption

*New Land Consumed
Agricultural, Sensitive Lands Consumed*

Local Fiscal Impacts

*Capital Costs for Local Infrastructure
Operations and Maintenance Costs
Local Tax and Fee Revenues*

Transportation

*Vehicle Miles Traveled (VMT)
Travel Mode (walk/bike/auto/transit)
Congestion
Greenhouse Gas and Criteria Pollutant Emissions*

Building Energy Use

*Residential Energy Use
Commercial Energy Use
Building-related CO₂e Emissions*

Building Water Use

*Indoor and Outdoor Water Use
Water-Related Electricity Use
Water-Related Electricity CO₂e Emissions*

Graphical User Interface (GUI)

UrbanFootprint features a web-based, platform-neutral GUI that operates in any web browser, on any operating system, and on most hardware (desktop, laptop, or tablet computer). The GUI can be used to control scenario setup, load Place Types, paint scenarios, run primary scenario and analysis engines, and report results. Scripts are used to perform other model functions. In time, all primary model functions, including public engagement functionality, will be integrated into the web-based interface.

Scenarios >



Analytical engines estimate travel impacts; greenhouse gas (GHG) and air pollutant emissions; building energy and water use; fiscal impacts (capital and operations and maintenance costs for local infrastructure); public health impacts; and land consumption.

Greenhouse Gas Emissions

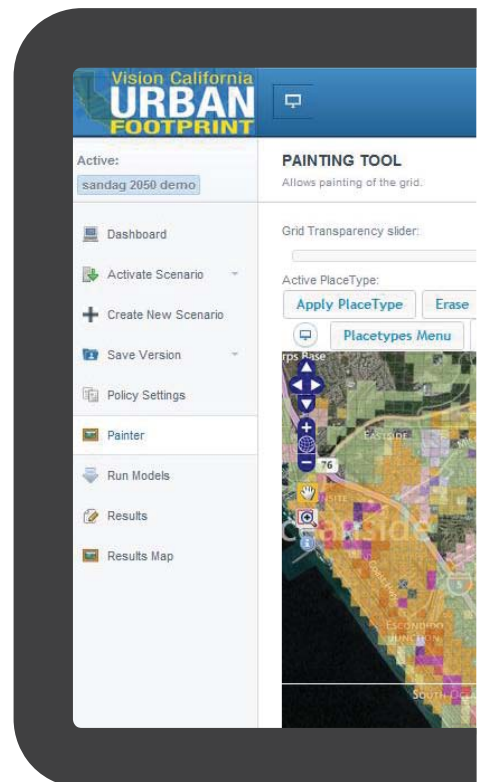
*Transportation (Liquid Fuel and Electricity) Emissions
Building Energy Emissions*

Public Health

*Physical Activity/Weight Related Disease Incidence and Costs
Respiratory/Pollution-Related Disease Incidence and Costs
Pedestrian-Auto Collisions and Associated Costs*

Household Costs

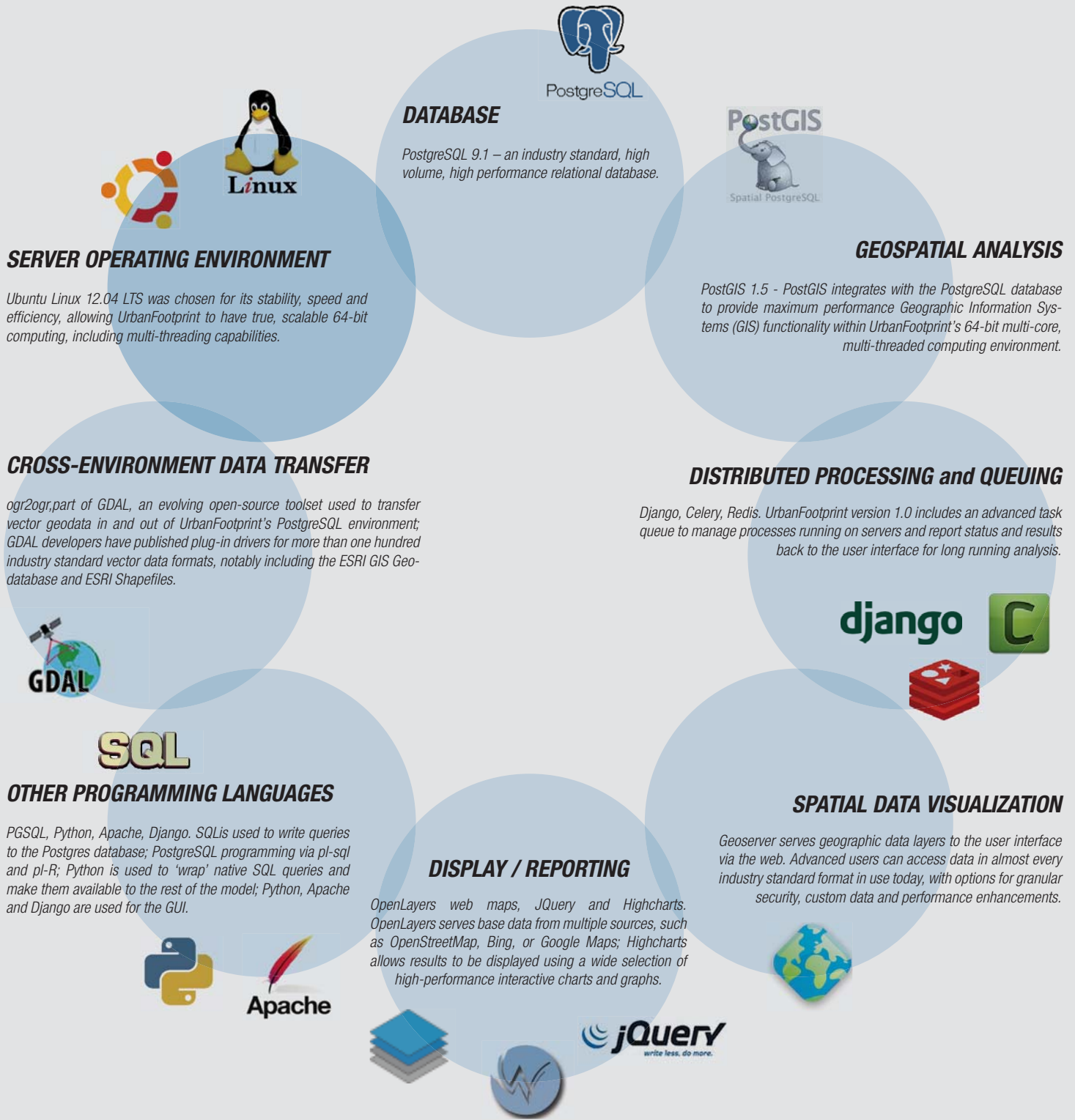
*Transportation (Driving and Related) Costs
Residential Energy and Water Costs*



Open Source Tools

UrbanFootprint is built on a suite of open source software platforms and tools, and requires no proprietary software of any kind. Ubuntu Linux-based server or desktop hardware hosts major model databases and analytical engines, which are accessed or controlled via a 'thin' web browser client and other tools from any hardware or operating system (i.e. Windows, Mac OS, Linux, iOS, Android).

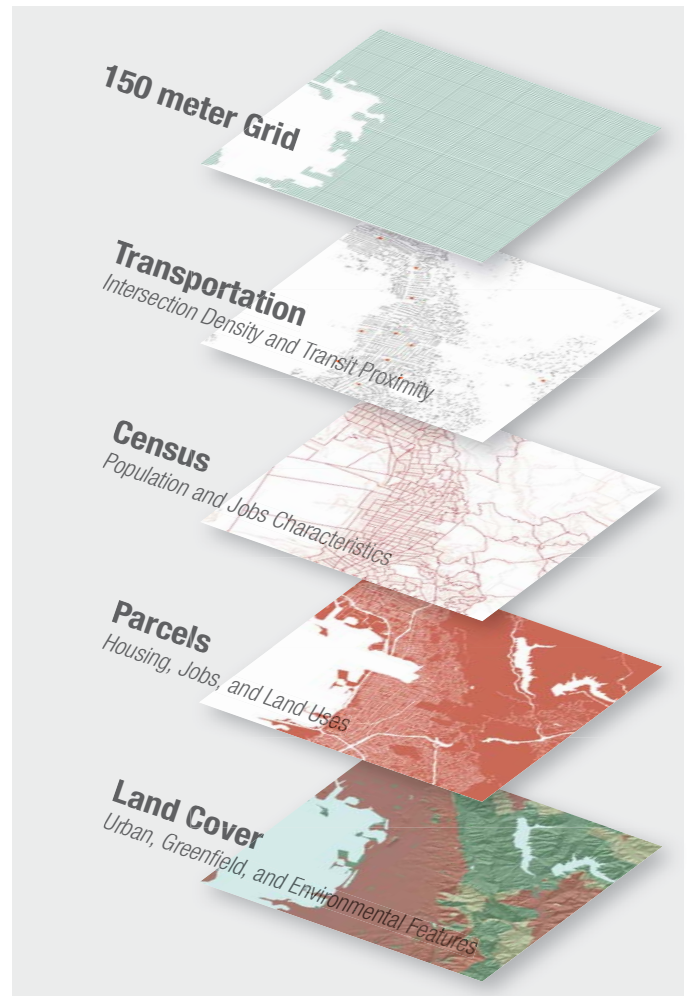
Major software components of UrbanFootprint v1.0 include:



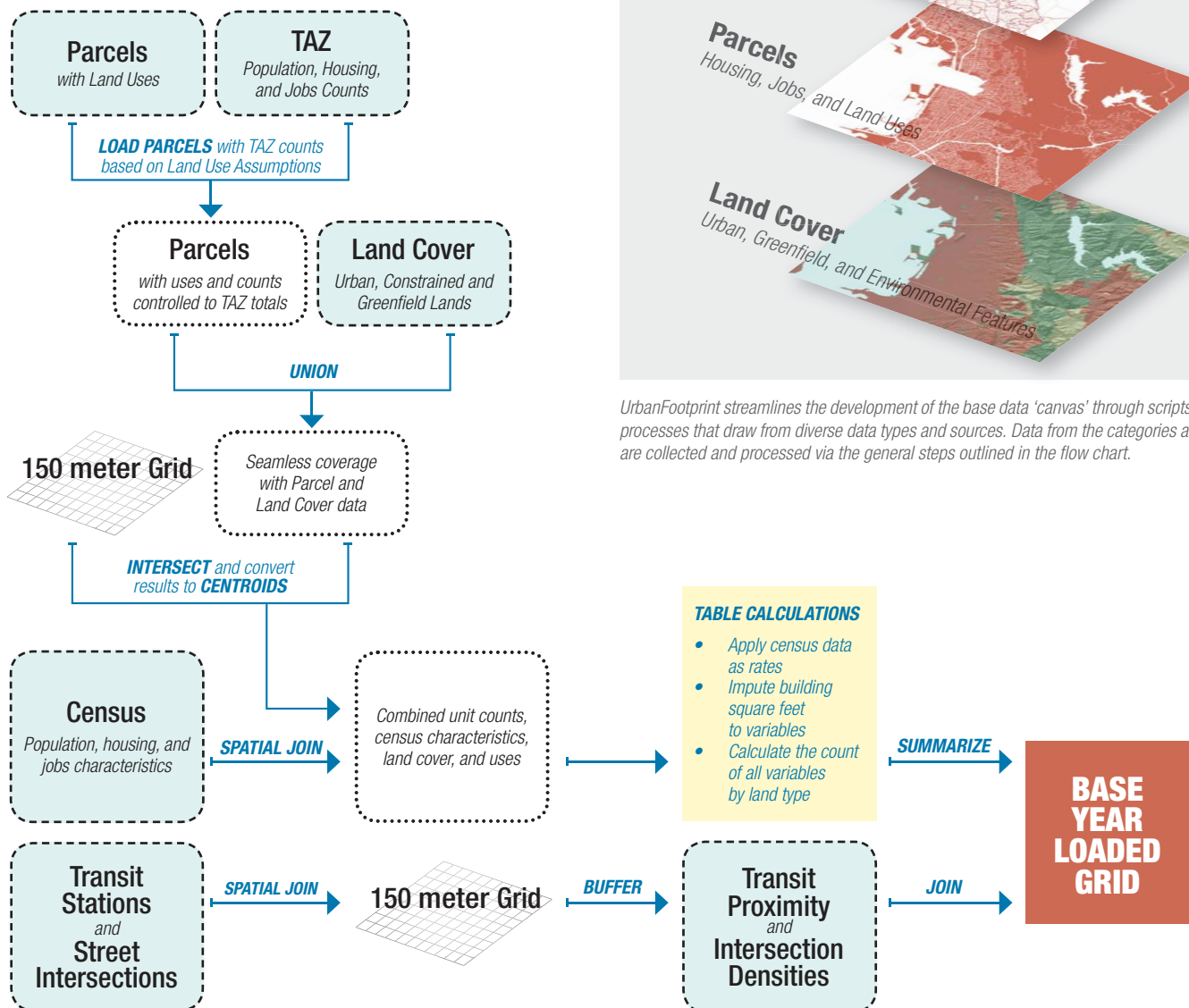
Base Data Loading

Scenarios are built upon a base-year grid that describes the existing environment. This highly detailed “canvas” of data constitutes a baseline assessment of land use, demographic characteristics, and other conditions, providing the context for scenario painting and the foundation for analysis by the various model engines.

UrbanFootprint uses a series of scripts to normalize data of varying quality, type, and scale from a wide range of sources and import them into the model analysis grid. As described in the graphics below, the base loading process brings a range of data types together into the model’s 5.5 acre (150 meter x 150 meter) grid, including: land cover and environmental features data; parcel-based data on housing, employment, and population; Census population, housing, and jobs characteristics; control total data from MPOs or other agencies, generally at the traffic analysis zone (TAZ) resolution; and roadway and transit data. The following pages describe the loading process for each of these data categories in more detail.



UrbanFootprint streamlines the development of the base data ‘canvas’ through scripts and processes that draw from diverse data types and sources. Data from the categories above are collected and processed via the general steps outlined in the flow chart.

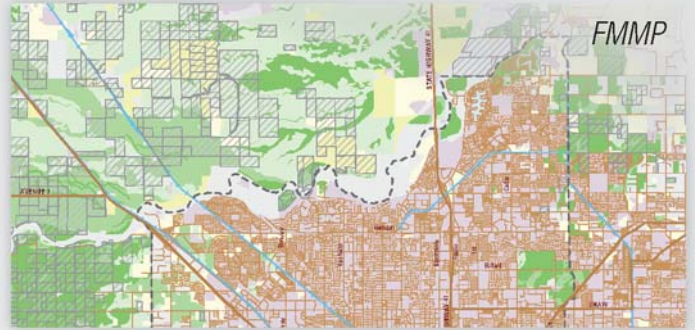


Base Data Loading



Land Cover and Environmental Data

UrbanFootprint classifies the landscape into three broad land type categories: urban, greenfield or constrained. Urban land includes lands that have already been urbanized. Constrained land includes water and lands legally protected from development. Greenfield land includes all other non-urban developable areas. In California, the primary dataset used to classify land as either urban or greenfield is the California Farmland Mapping and Monitoring Program (FMMP) dataset; greenfield data is further classified by the sub-categories in the FMMP dataset. Constrained lands include protected areas defined by the California Protected Areas Database (CPAD) dataset, as well as water bodies as defined by a combination of: the California Spatial Information Library (CASIL) 'Polygon Hydrologic Features' dataset; the water features contained in the FMMP dataset; and the Tele-Atlas North America (TANA) 'U.S. and Canada Water Polygons' dataset.

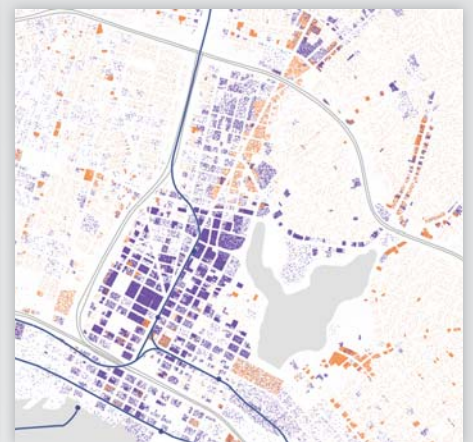
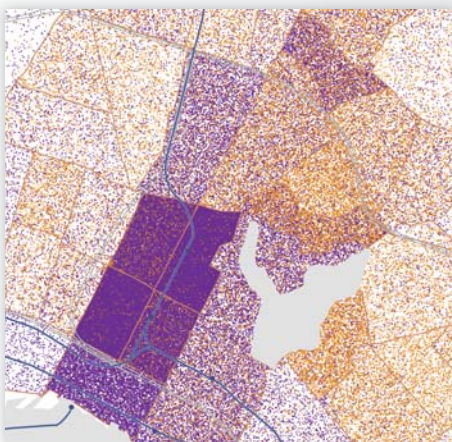


The California Farmland Mapping and Monitoring Program (FMMP) dataset is used to identify urban and greenfield lands, as well as specific categories of agricultural land. Other sources, such as the California Protected Areas Database (CPAD) dataset, are used to identify environmentally constrained land.



Parcel Data

Assessor's tax parcel data (cadastral data) is used as the finest grain of geographical resolution to which data is assigned in UrbanFootprint's base data loading process. The existing land use attribute of each parcel is used as the basis for allocating dwelling units and employees, as well as assessing lot coverage for the purposes of energy use, water consumption, and other analyses.

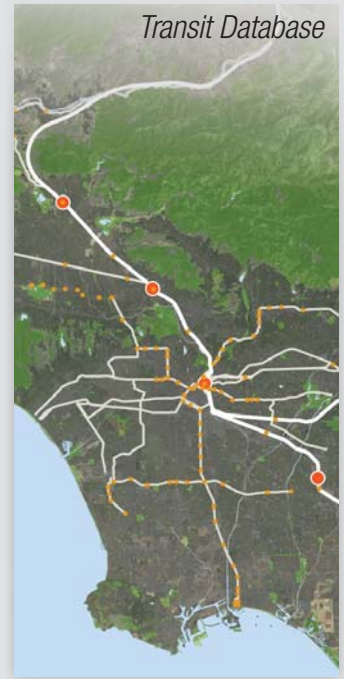
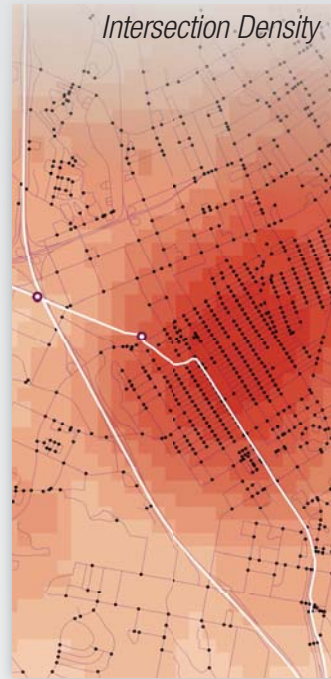


Parcel data is collected from state, regional, and local sources, including county assessor and commercial parcel databases. In this example, demographics and control totals are processed from traffic analysis zones (TAZs), attributed to appropriate land uses, and then distributed onto the landscape into parcels.

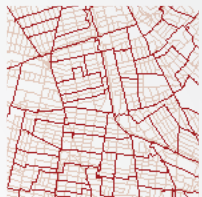


Transportation Features

Every grid cell is assigned a distance to the nearest passenger rail or other fixed-guideway transit stop. This information is used by many of UrbanFootprint’s engines, including travel and public health. A dataset of street intersections, which is critical for Place Type translation, travel, public health and other UrbanFootprint functions, was produced using street centerline data from Census Topologically Integrated Geographic Encoding and Referencing (TIGER) data.

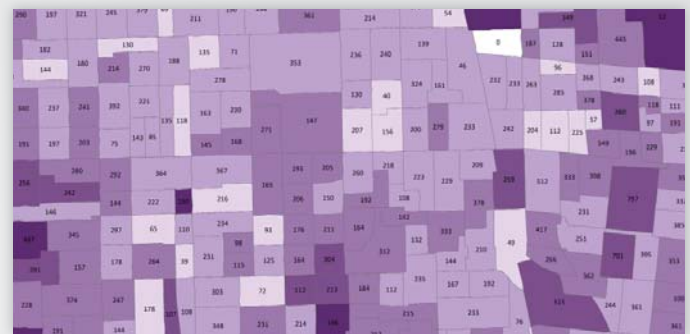
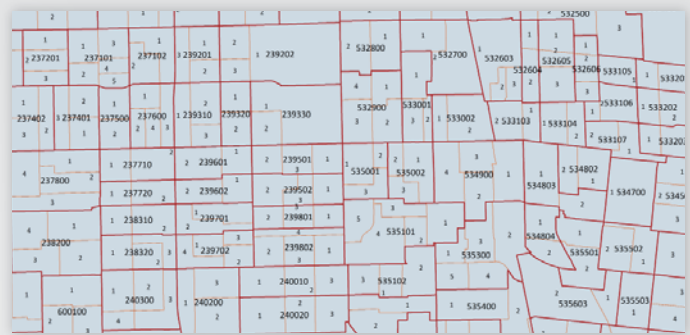


Intersection density and transit proximity are two critical components of the base environment in UrbanFootprint.



Census and Related Data

UrbanFootprint generates raw counts of population, dwelling units, jobs and other demographic variables at the parcel and grid level using a Census rate file. This rate file is generated from a combination of: Census Summary File 1 (SF1: blocks, from the short form); Summary File 3 (SF3:block groups, from the long form); Census Transportation Planning Package (CTPP2: block groups); Longitudinal Employer-Household Dynamics (LEHD: blocks); American Community Survey (ACS) and other data products, which in the State of California include job estimates and counts from the California Employment Development Department (EDD) and population counts and estimates from the California Department Of Finance (DOF).



UrbanFootprint derives critical demographic information from a variety of US Census and state data sources.

Place Types and Building Types

UrbanFootprint includes a library of more than 35 Place Types and 50 building types that make up the palette of development options used to translate or “paint” scenarios. Place Types – each composed of a mix of Building Types (based on studies of over 300 real-world buildings) – are the land use building blocks of future scenarios, and represent the complete range of potential development types and patterns that make up a scenario. They include a range of mixed-use centers, residential areas of varying densities and types, employment and industrial areas, and other land use types that make up existing and future urban land uses.

Study Areas

UrbanFootprint’s Place and Building Types are calibrated based on studies of exemplary places across California and the US, as well as detailed studies of a complete range of building types across California and the West. The UrbanFootprint Place Type library can be utilized by cities, regions, or MPOs as they develop their own plans – either as an “off the shelf” library or customized for their specific needs.

Place Type Studies

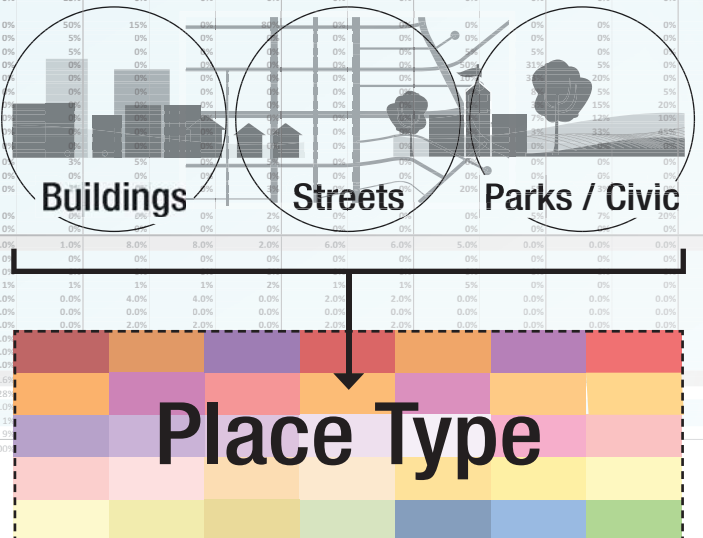
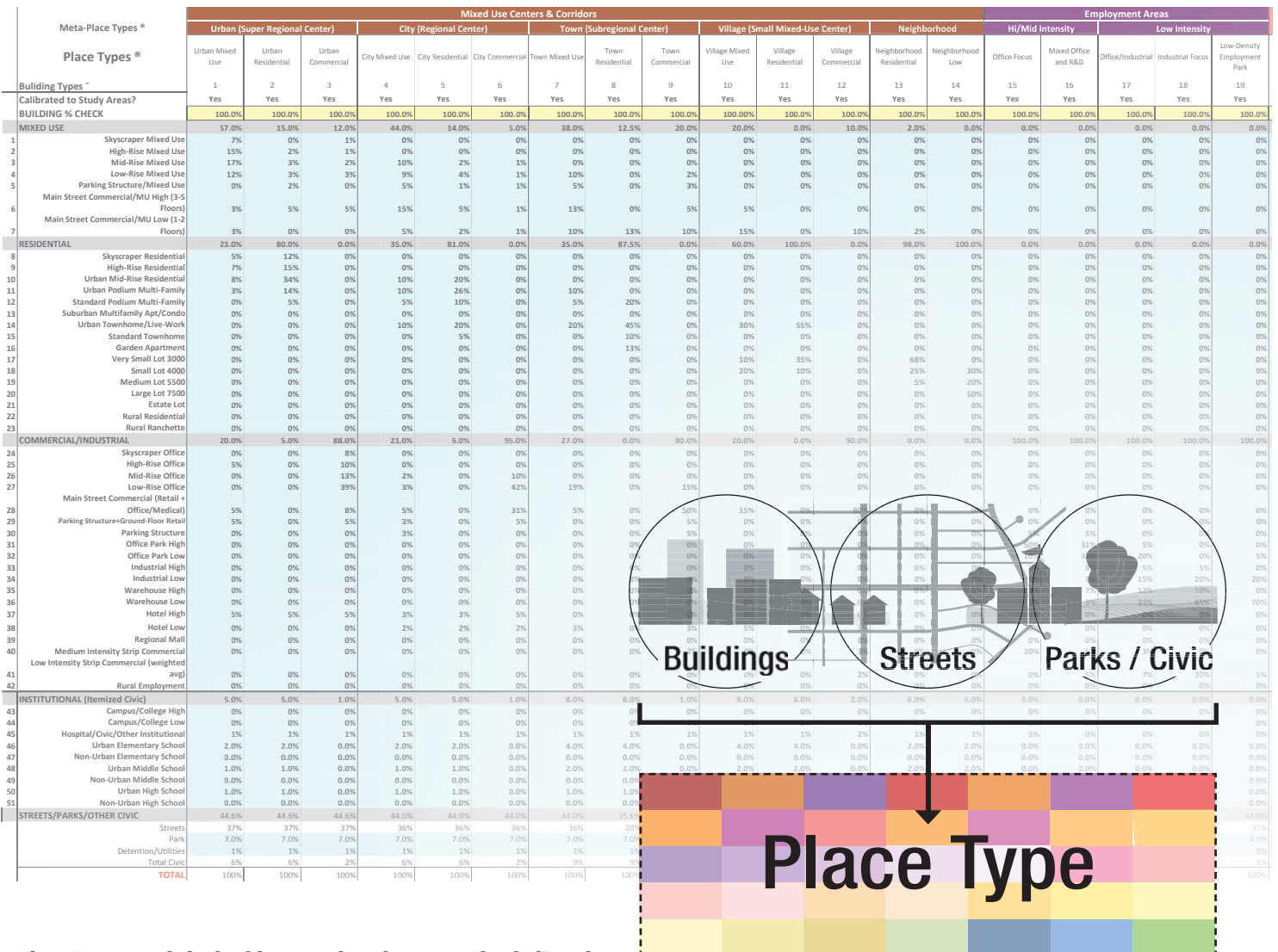


Building Type Studies



UrbanFootprint’s Place Types represent a full range of existing and future land development patterns, from mixed-use urban centers, to employment zones, to standard suburban residential areas. The default set of 35+ Place Types and 90+ Building Types includes detailed density, mix, demographic, and other characteristics

Mixed Use Centers and Corridors	1	Urban Mixed Use
	2	Urban Residential
	3	Urban Commercial
	4	City Mixed Use
	5	City Residential
	6	City Commercial
	7	Town Mixed Use
	8	Town Residential
	9	Town Commercial
	10	Village Mixed Use
	11	Village Residential
	12	Village Commercial
	13	Neighborhood Residential
	14	Neighborhood Low
Employment Areas	15	Office Focus
	16	Mixed Office and R&D
	17	Office / Industrial
	18	Industrial Focus
	19	Low-Density Employment Park
Suburban Commercial / Mixed Use	20	High Intensity Activity Center
	21	Mid Intensity Activity Center
	22	Low Intensity Retail Centered Neighborhood
	23	Retail: Strip Mall / Big Box
	24	Industrial / Office / Residential Mixed High
	25	Industrial / Office / Residential Mixed Low
Suburban Residential Single Use	26	Suburban Multifamily
	27	Suburban Mixed Residential
	28	Residential Subdivision
	29	Large Lot Residential Area
Rural	30	Rural Residential
	31	Rural Ranchettes
	32	Rural Employment
Institutional	33	Campus / University
	34	Institutional
	35	Parks and Open Space



- Site Size
- Block Size
- Densities
- Floor Area Ratio
- Land Use
- Population
- Housing
- Employment
- Streets

Place Types, and the buildings within them, are “loaded” with a unique set of assumptions that facilitate scenario modeling and testing at a variety of scales. Some assumptions are related to the individual buildings in a Place Type (i.e. commercial mid-rise, single family home, townhome), including:

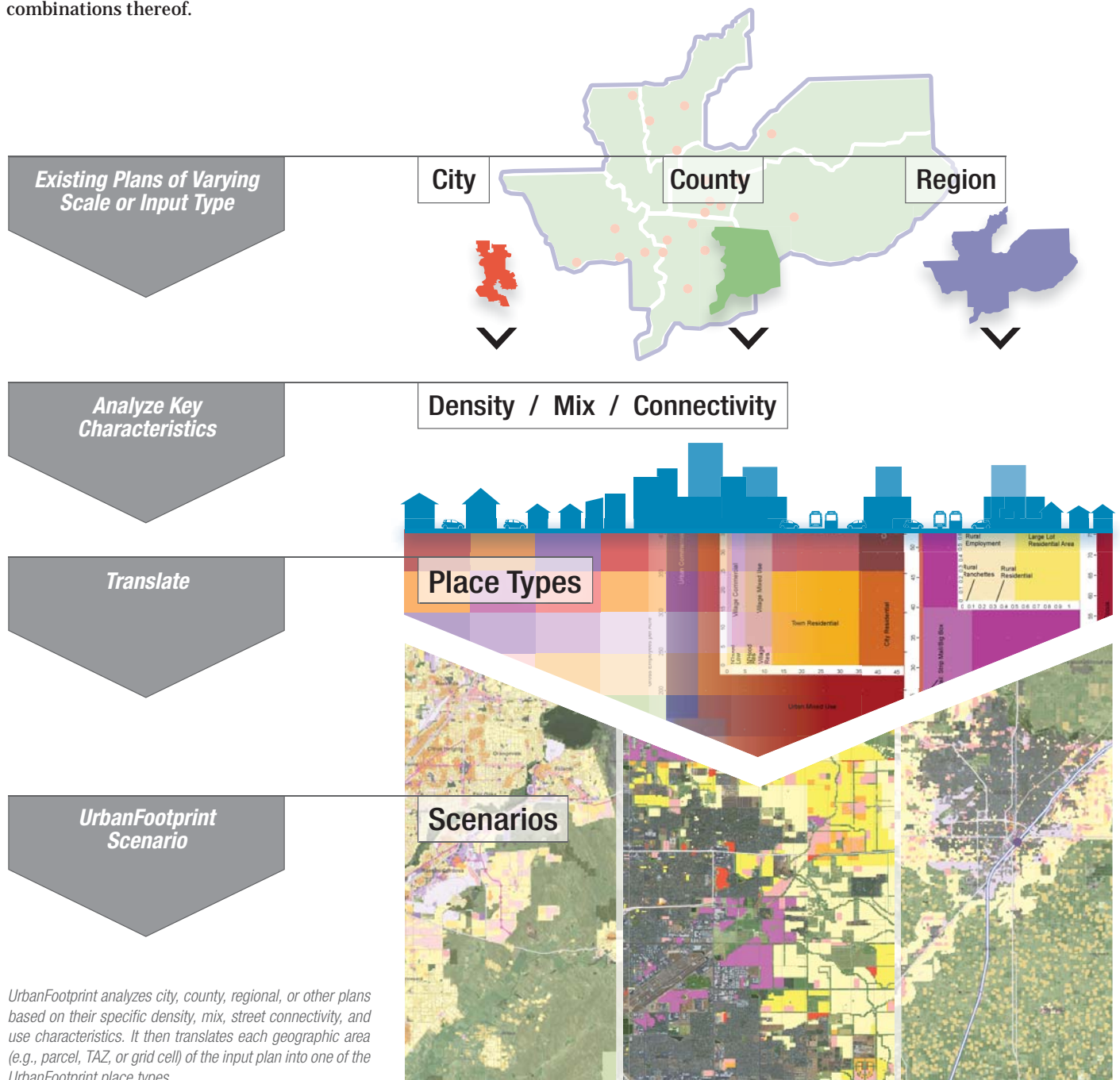
- Building energy and water consumption
- Building-related greenhouse gas emissions
- Infrastructure cost/burden (including operations and maintenance costs)
- Household costs and tax burden for utilities

Other assumptions are related to each Place Type’s unique density, location, transportation network, demographic context, and combination of buildings. These assumptions combine to predict the travel behavior of a scenario’s residents and employees and are thus critical in measuring passenger vehicle miles traveled (VMT); roadway congestion; and transportation-related greenhouse gas emissions, air pollutant emissions, public health outcomes, and state, regional, local, and household cost burdens.

Existing Plan Translation

UrbanFootprint includes tools that quickly translate any existing plan or scenario into the model's common language of Place and Building types. The model can translate jurisdictional, county, regional, and other plans, no matter what tool or process was used to create them. Once an existing plan is translated into UrbanFootprint, additional editing or scenario painting can be performed, and analytical engines can be run. The translation tools also provide the capacity to maintain a common “quilt” of local land use and transport plans, and perform consistent, compatible analysis on individual plans or combinations thereof.

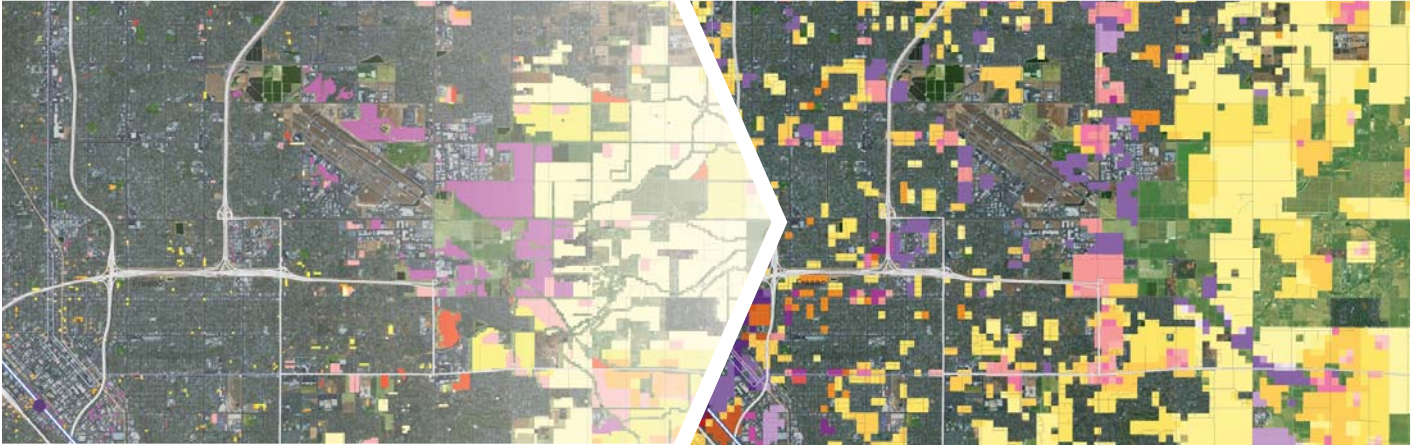
At the state and regional levels, UrbanFootprint can be used to integrate or stitch together Sustainable Community Strategies (SCSs), Regional Transportation Plans (RTPs) or similar regional scenarios, and general/local-scale plans as they are produced. This comprehensive plans database can be made available to local governments looking to coordinate their land-use assumptions with other localities and regions for SCS/ regional planning and analysis.



Translated Plans *UrbanFootprint can translate local or regional plans or scenarios produced by other land use tools or "sketch models", as well as those that were not created using a specific tool or process.*

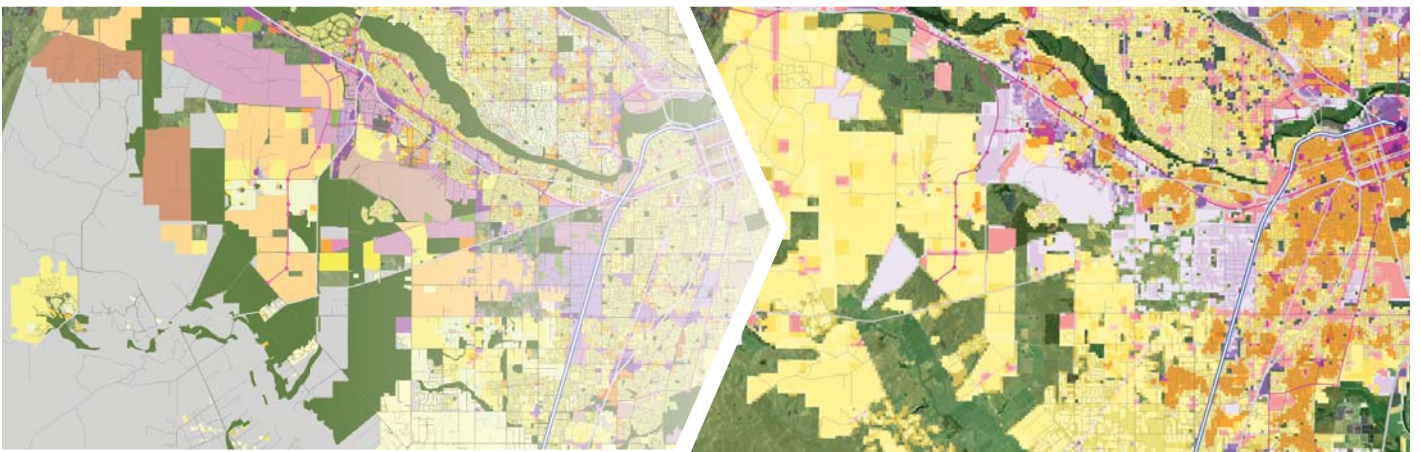
San Joaquin Valley 'UPlan' Scenario

San Joaquin Valley UrbanFootprint Scenario



Sacramento Area Council of Governments 'iPlaces' Scenario

Sacramento Area UrbanFootprint Scenario



Base + Future Modeling

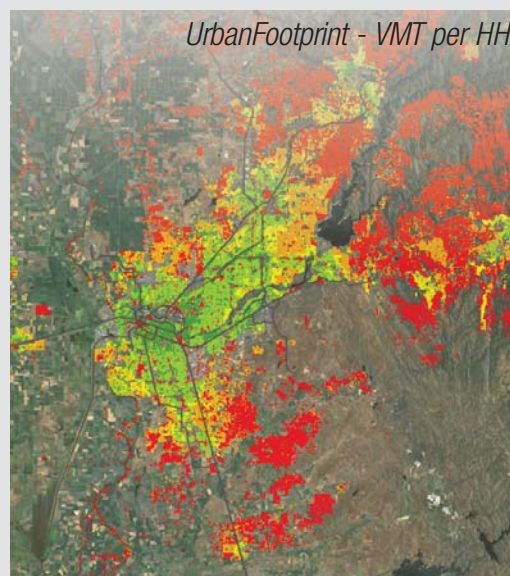
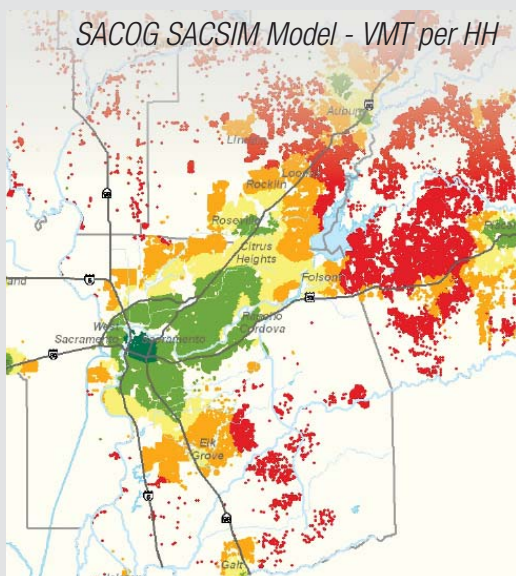
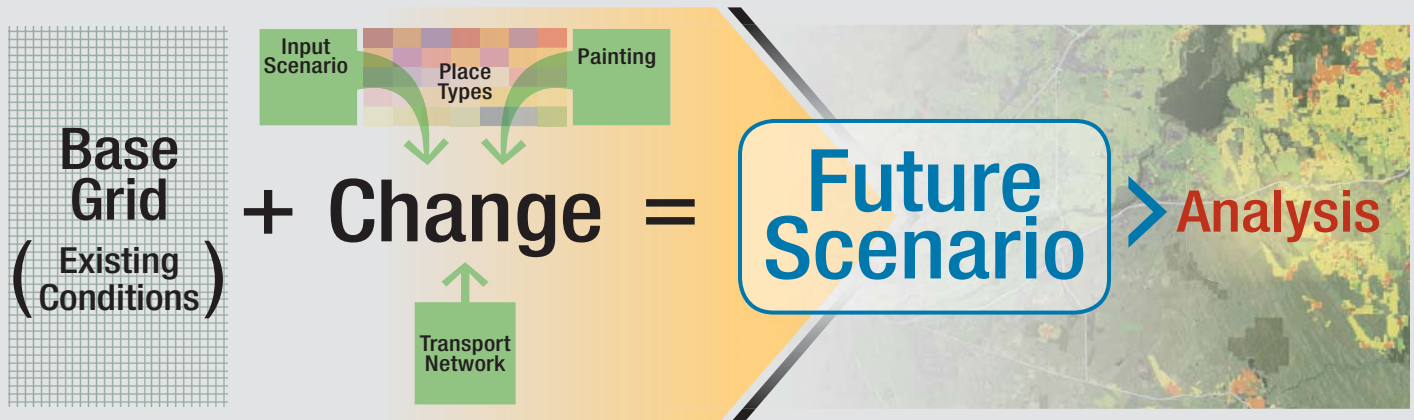
Many of the land use models in use today translate the existing environment into Place Types or similar theoretical building blocks, thus creating a virtual depiction of the present or base condition. The base environment is translated into the same language as that of the future. While this can be expedient, it can also lose valuable detail about the base environment, and limit the depth and research capacity of the models and resulting analysis.

The UrbanFootprint model is designed to overcome this limitation via processes that significantly cut down on the time and effort required to build a detailed depiction of the physical, demographic, and other key characteristics of the base environment required by the model's many analytical engines. The model includes tools that help methodically assess the intricate details of the existing urban (and non-urban) environment, and assign as much detail as possible to the

smallest level of geography. The resulting base data framework allows UrbanFootprint to analyze future scenarios as a mixture of places that have physically changed, and those that have not.

This depiction of the future as a combination of "change" and "no-change" areas is significant, as physical changes in change areas can impact behavior in adjacent no-change areas. UrbanFootprint estimates travel and other impacts of these conditions (e.g., where infill or new development occurs around but not directly within a district or neighborhood, or where parcels receiving infill development are surrounded by parcels that remain the same as in the base year). It also allows for validation of the many analytical engines in the UrbanFootprint model, as model outputs can be compared to and calibrated against known qualities (using empirical data about existing conditions) and other model depictions of the existing/base environment.

UrbanFootprint can analyze the Base / Existing Environment or a Future Scenario that combines the Base with Changes to land use and transportation networks.



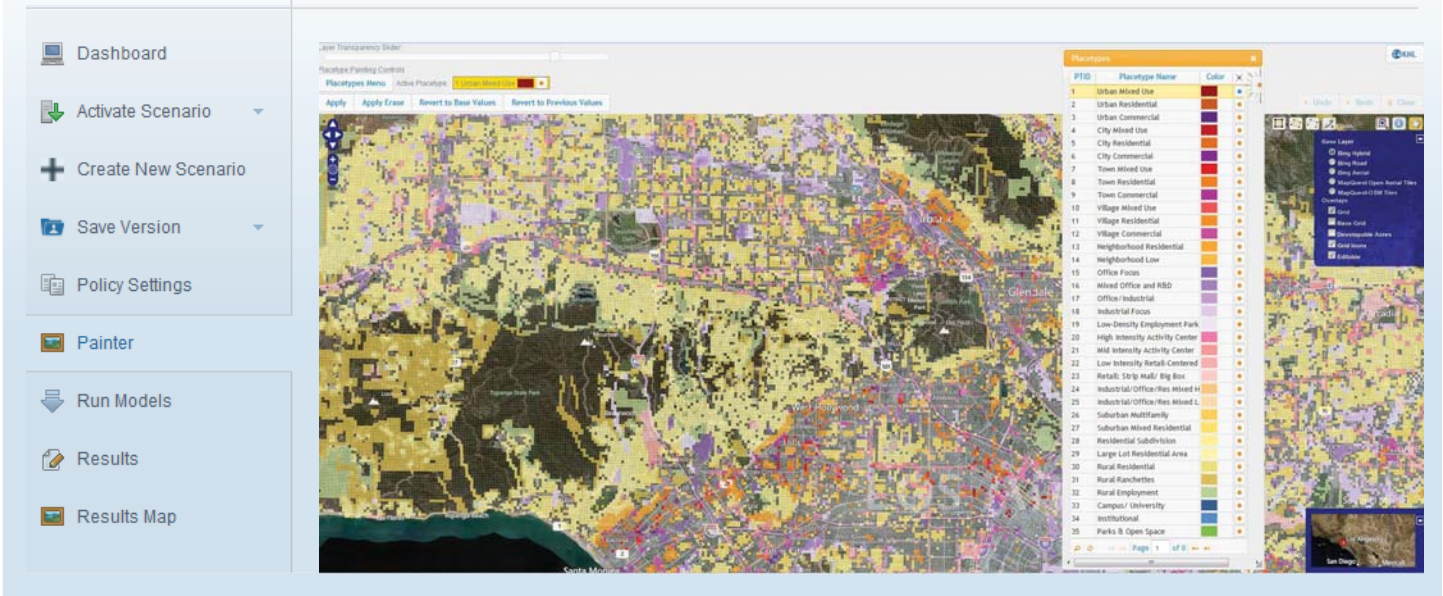
Detailed depiction of the existing environments allows UrbanFootprint's models to be calibrated to known / empirical conditions. At left a comparison of UrbanFootprint's depiction of 2010 VMT per Household compared to that of the Sacramento Area Council of Government's cutting-edge SACSIM Travel Model.

Scenario Painting and Editing

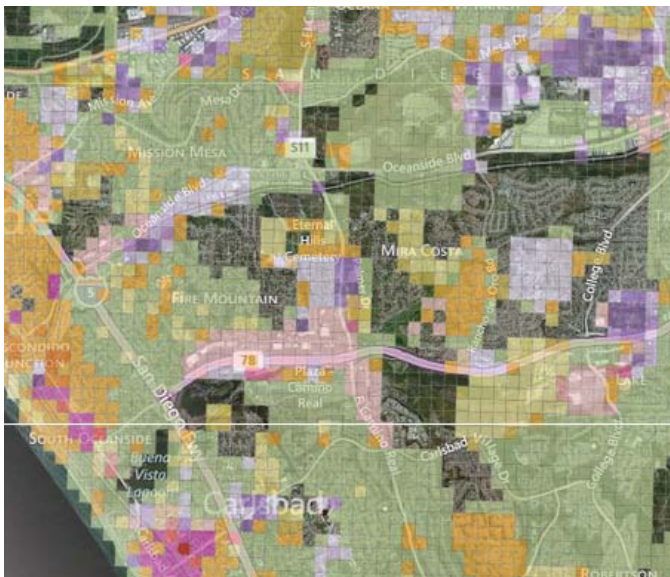
UrbanFootprint's web-based painting tool is integrated into the model's graphical user interface. It allows the user to edit or build upon a translated plan or scenario, or create new scenarios from scratch. The current version (1.0) of the model utilizes the 5.5-acre grid cell as the unit of painting and analysis. The model will soon be updated to work at parcel-level geography as well.

The web-based scenario painter can display and link to regularly updated base maps and data available on the web today (e.g., Google Maps, Mapquest, Bing), in addition to scenario- or project-specific data or imagery. The scenario painter's tools enable quick painting and editing of place types, and dynamic viewing of scenario results.

Painting Tool

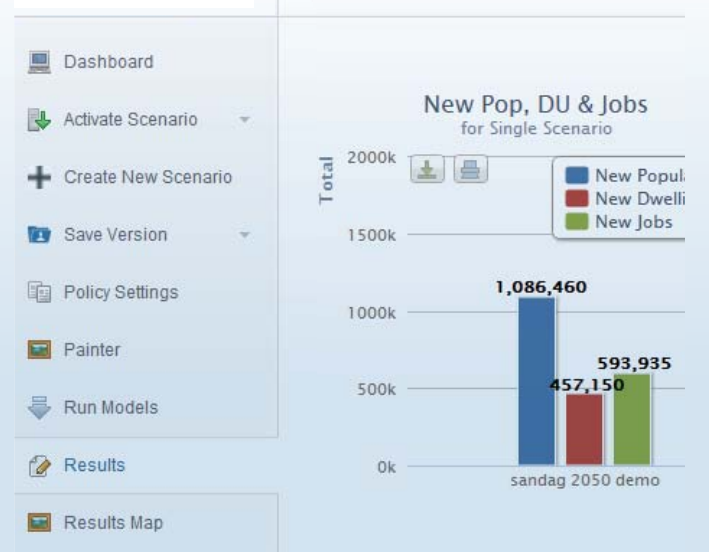


Place types are selected and applied to the landscape via a suite of selection and viewing tools.



Select scenario results can be viewed iteratively in order to inform the scenario creation process.

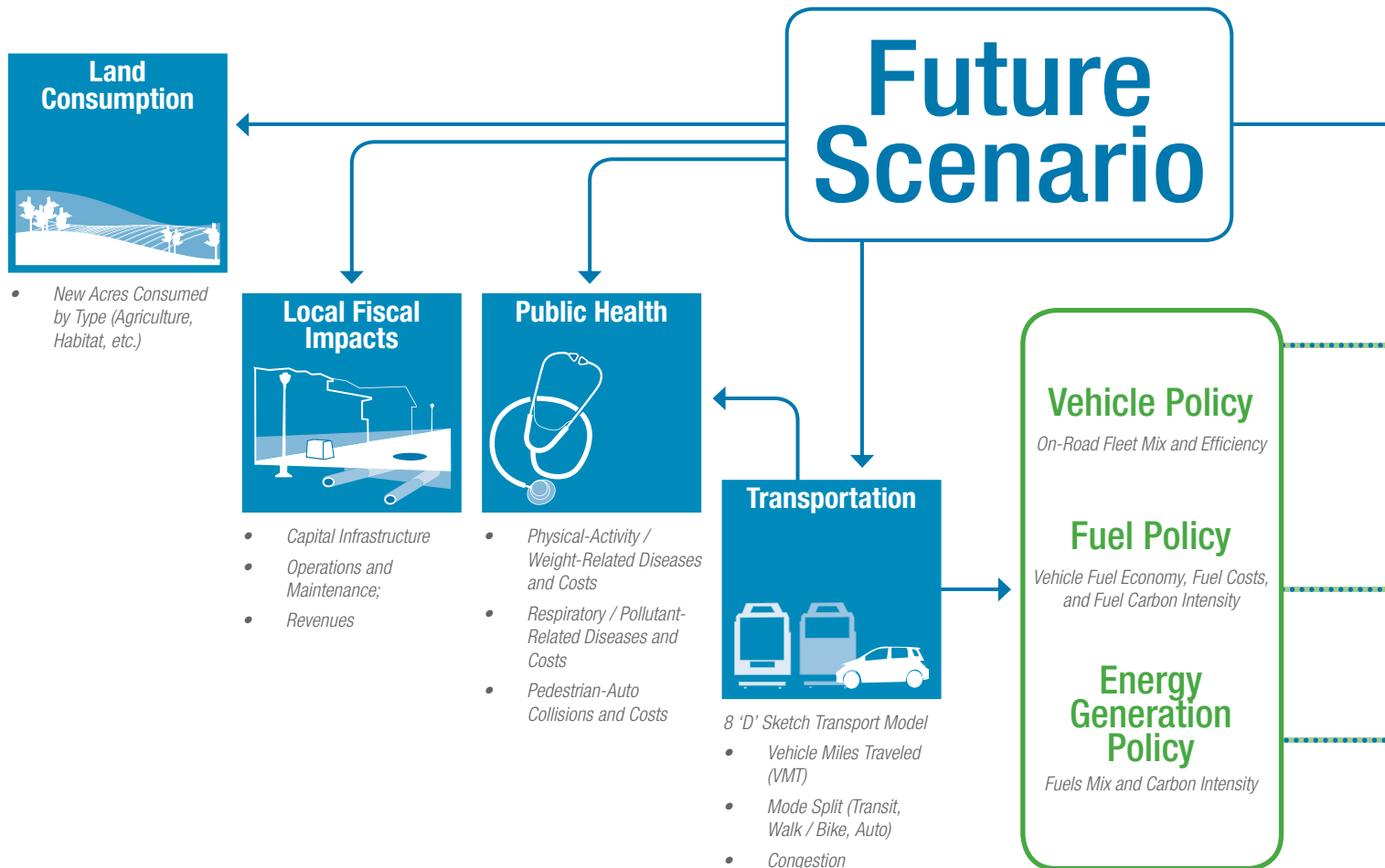
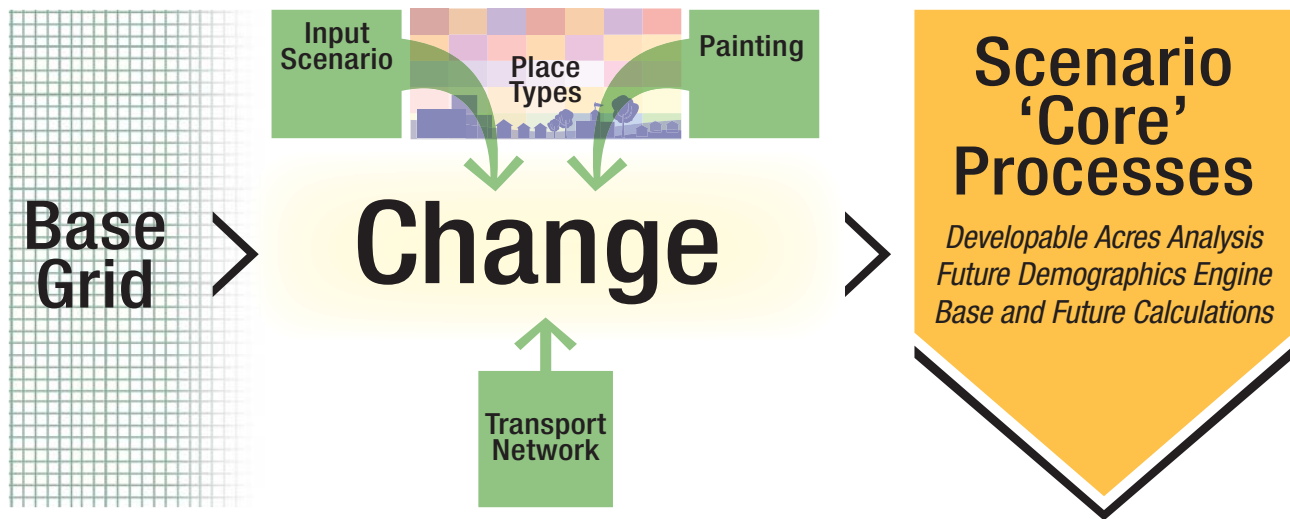
Scenario Results

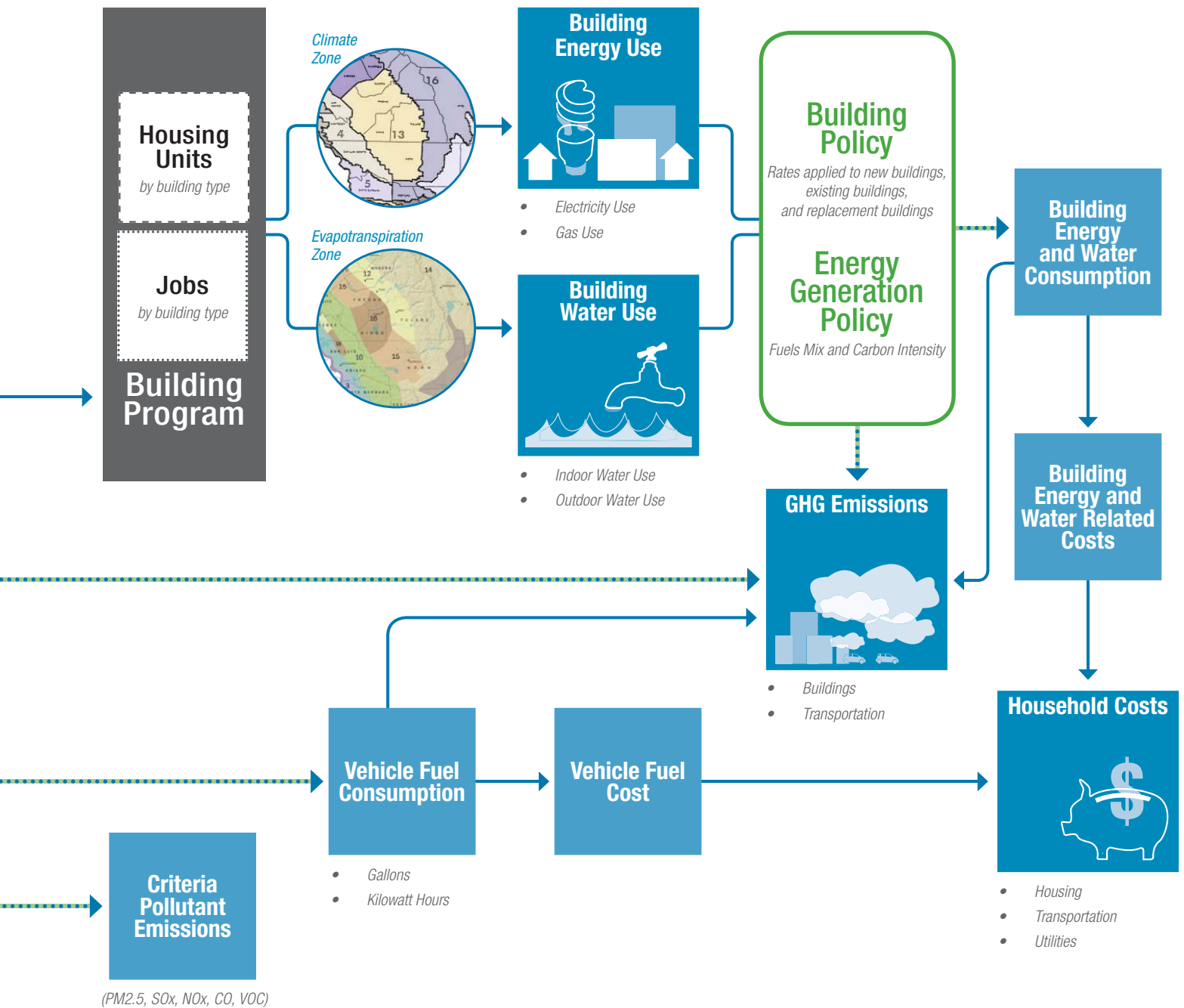


Scenario Analysis

As described in the diagram below, UrbanFootprint’s scenario development and analytical engines produce a wide range of inter-related metrics that allow for robust, meaningful comparisons of alternative land use + transportation scenarios. A series of scenario ‘core’ processes work to combine the existing physical and demographic environment with change or growth

input via existing plans and/or newly painted scenarios. These scenarios are then run through land use, transportation, fiscal impacts, public health, energy and water, household cost, and emissions engines that produce the range of metrics described below and detailed in the following pages.



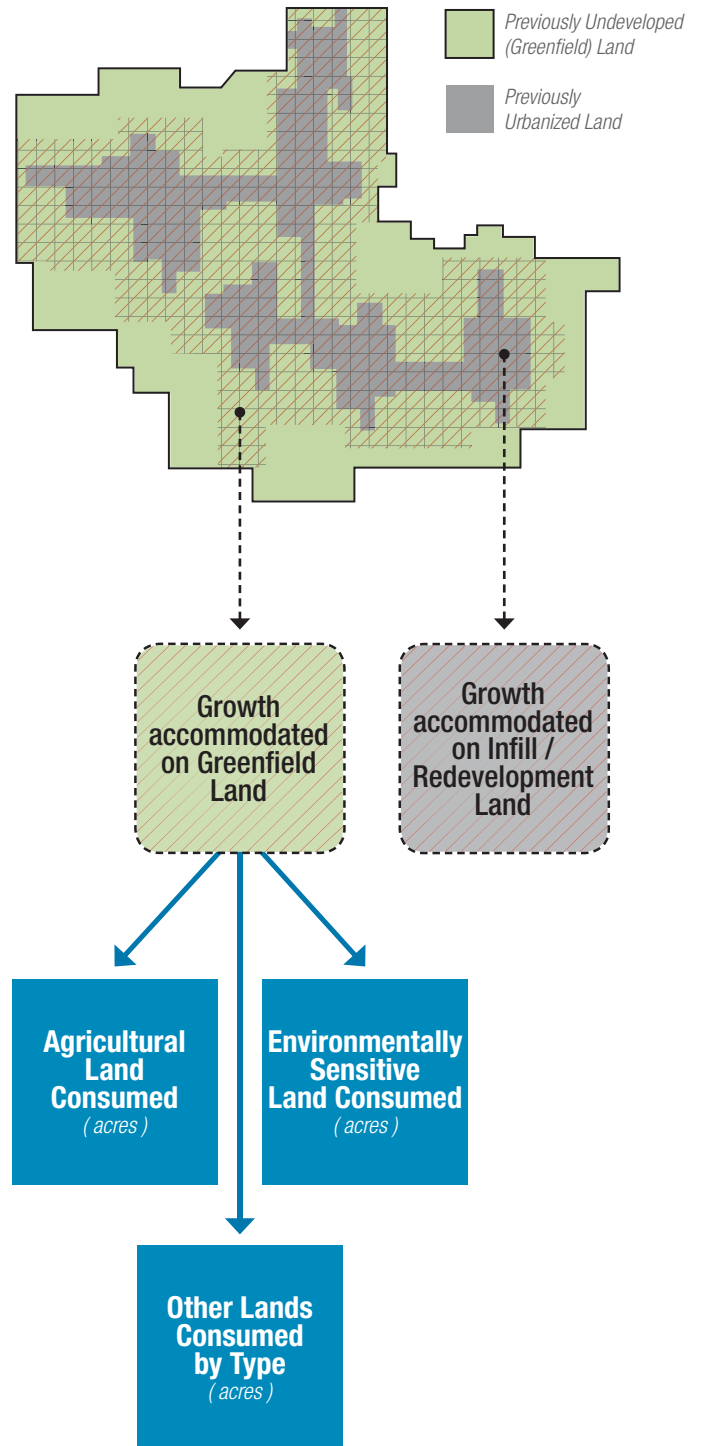


Land Consumption Analysis

As a spatial model, UrbanFootprint produces fine-grained assessments of how land is developed. In the context of the model, “land consumption” refers to the measurement of land area needed to accommodate new growth. This includes ‘greenfield’ development on previously undeveloped land, as well as infill and redevelopment in existing urban areas.

Land consumption calculations for future scenarios are built upon an assessment of the base (existing) environment. The base data loading process assigns each grid cell descriptors of its land type conditions – including whether land is developable, redevelopable, or constrained for environmental or other reasons (see page 12 for a more details about constraints in the base loading process). For a future scenario, UrbanFootprint analyzes the greenfield land consumed to accommodate new residential and employment growth, as well as the growth that occurs via reuse or intensification on previously urbanized land (refill development).

Given that the base environmental data includes sufficient detail, UrbanFootprint will report the specific types of land that are consumed to accommodate growth, including types of agricultural lands, habitat lands, aquifers, or other land types. For the Vision California process, using UrbanFootprint version 1.0, the model uses California Farmland Mapping and Monitoring Program (FMMP) and California Protected Areas Database (CPAD) data loaded into the base grid to assess greenfield land consumption, including specific types of prime agricultural land. Additional base data components would allow the model to provide further detail on land consumption. Near term advancements to the model will include assigning cost and carbon implications to the portfolio of land consumption outputs.



Fiscal Impact Analysis

UrbanFootprint calculates three metrics that reflect the fiscal impacts of new residential growth on local jurisdictions: capital infrastructure costs, operations and maintenance (O&M) costs, and revenues. Empirical data from local, regional, state, and utility sources are used to derive the cost and revenue factors, which vary by housing unit type, land development category, and land condition.

One-time capital costs for the following infrastructure elements are included:

- Local streets and transportation
- Water supply
- Sewage and wastewater
- Local parks

Annual operations and maintenance (O&M) costs include the following categories of general fund expenditures:

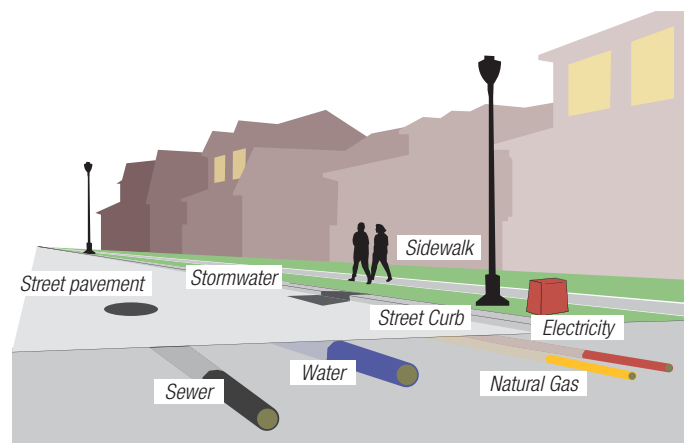
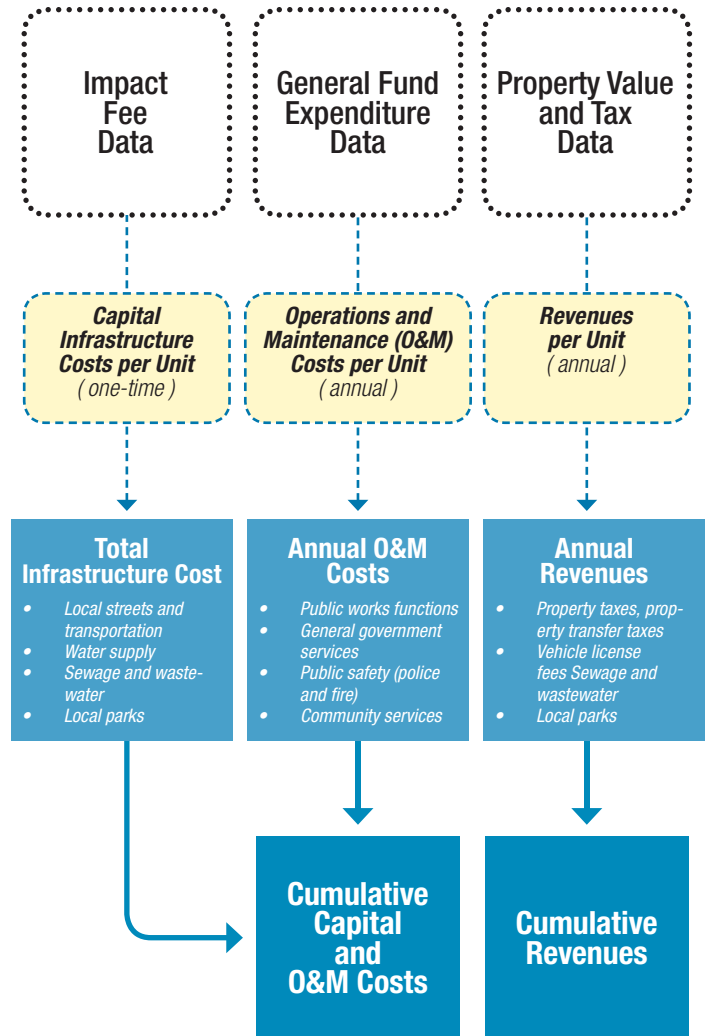
- Public works functions
- General government services
- Public safety (police and fire)
- Community services

Annual revenues are estimated from the following tax and fee types:

- Property taxes, property transfer taxes
- Vehicle license fees

The per-unit assumptions are applied as factors to counts of new housing units by type. Costs and revenues vary by land condition (greenfield or infill/redevelopment) and general land development category – a classification that categorizes all place types as either urban, compact walkable, or standard suburban. The model’s current cost and revenue assumptions are derived from studies of exemplary places throughout California¹, though assumptions can be localized for other study areas. Cost and revenue assumptions at a finer scale, generated through other processes or tools (such as the Sacramento Area Council of Governments’s iMPACS infrastructure cost model), can also be integrated. The cost and revenue assumptions are expressed in constant dollars, and are not assumed to change over time.

The current version of the model estimates the impacts of variations in residential development unit types and patterns; future versions will incorporate the fiscal impacts due to commercial development variations, as well as other methods for calculating fiscal impacts (i.e. the SACOG iMPACS model). The chart at right summarizes the process of calculating fiscal impacts.



Building Energy Analysis

UrbanFootprint calculates residential and commercial building energy use, and their related costs and greenhouse gas (GHG) emissions, for both new and existing buildings. Scenarios ultimately vary in their building energy use profiles due to their building program, the location of where new growth occurs, and policy-based assumptions about improvements in energy efficiency.

Calculating Energy Consumption

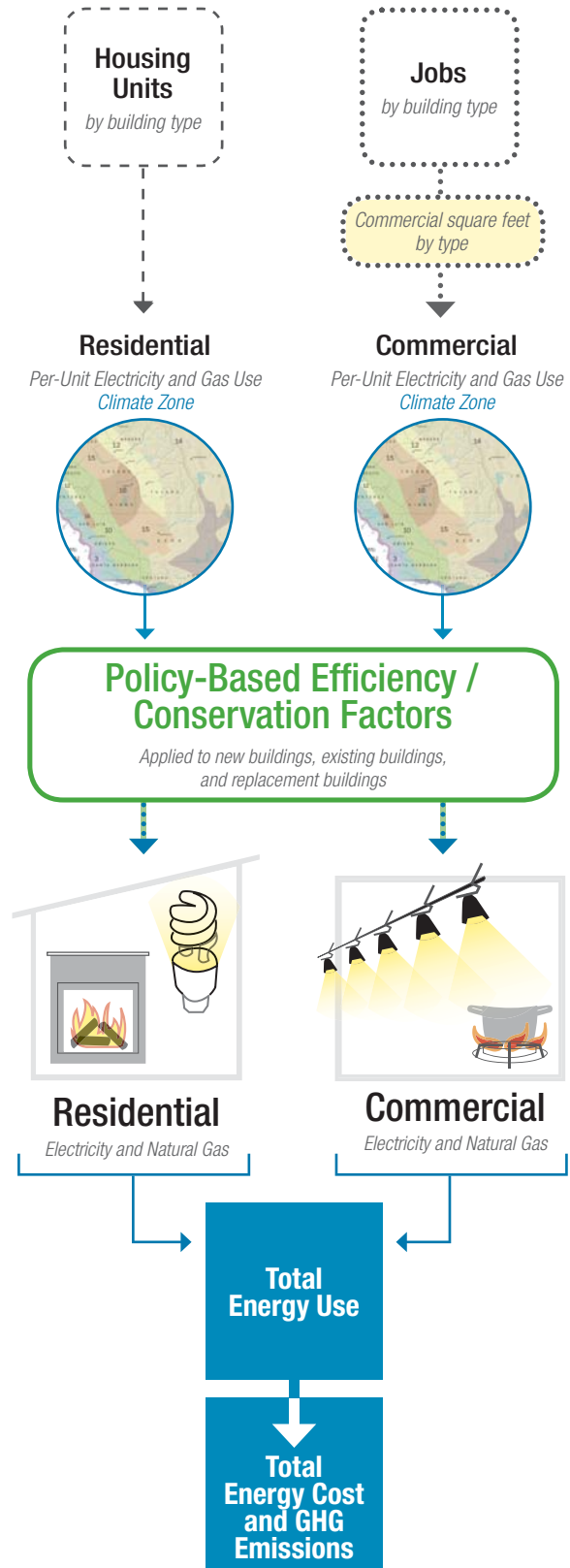
Residential energy use is calculated as a function of three factors: housing type, location by climate zone, and policy-based assumptions about building efficiency. Base-year energy use for housing units varies by building type, with larger home types requiring more energy, and climate zone, which affects heating and cooling needs. Base-year residential energy use factors for California come from California Energy Commission (CEC) Residential Appliance Saturation Survey data². Energy efficiency policy assumptions lead to reductions in energy use in future years. These assumptions vary for new and existing buildings, with new buildings assumed to meet increasingly stringent standards, and existing buildings assumed to be retrofitted or eventually replaced by new buildings. The figure at right summarizes the process of calculating energy use.

Similarly, commercial energy use is calculated using base-year rates and policy-based assumptions about future energy efficiency. Commercial energy intensities (electricity and natural gas use per square foot) vary by building type and climate zone. In California, these rates come from CEC Commercial End-Use Survey data³. Efficiency standards are different for new and existing units, with changes assumed to occur gradually over time as buildings age.

All calculations are based on data that resides at the grid-cell level – for instance, building square feet by commercial type. Thus, estimates can be made for user-defined geographies, such as a city within a region.

Calculating Energy Cost and Greenhouse Gas Emissions

The costs and GHG emissions associated with residential and commercial building energy use are calculated by applying retail prices and emissions rates to electricity and natural gas use results. Base-year energy prices and emissions rates are derived from state-level data, while future-year prices and rates are dependent upon policy-based assumptions. If necessary, energy prices and emission rates can be localized to the regional, county, or even local scale.



Water Analysis

UrbanFootprint calculates indoor and outdoor residential and commercial water use, and their related costs and greenhouse gas (GHG) emissions, for both new and existing buildings. Scenarios ultimately vary in their water use profiles due to their building program, as well as policy-based assumptions about conservation and improvements in efficiency. Water use among scenarios varies most according to irrigation needs, or outdoor water use, which relates strongly to urban form and climate.

energy intensities are derived from state-level data^{5,6}, while future-year prices are dependent upon policy-based assumptions. Energy intensities associated with delivering and treating water are not assumed to change over time. If necessary, water prices can be localized to the regional, county, or even local scale.

Calculating Water Consumption

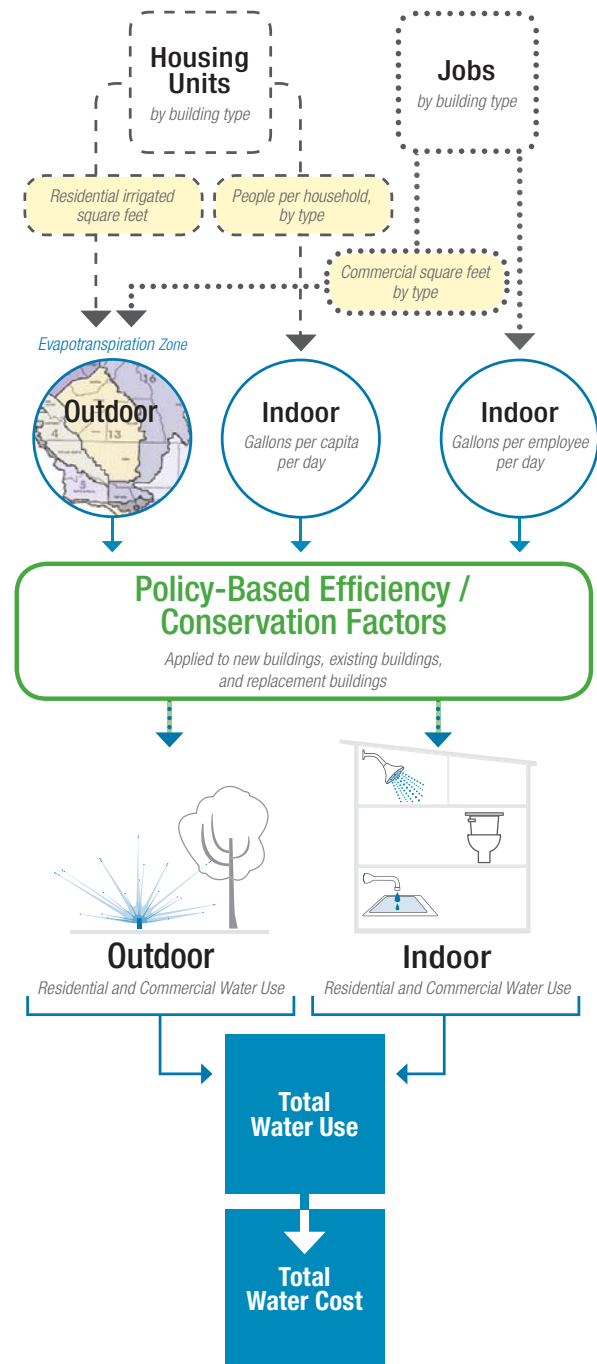
Residential water use is calculated as a function of three basic sets of assumptions: base-year indoor water use per capita, which varies by building type; base-year outdoor water use per household, which varies by building type and location; and policy-based conservation/efficiency assumptions that lead to reductions in water use in future years. Indoor water use factors reflect statewide averages, while outdoor residential water use factors are estimated based on lot size and landscaped area assumptions, and subsequent irrigation needs as determined by evapotranspiration zone⁴, a locational designation related to climate. The water efficiency policy assumptions vary for new and existing buildings, with new buildings assumed to meet increasingly stringent standards, and existing buildings assumed to be retrofitted or eventually replaced by new buildings. The figure at right summarizes the process of calculating water use.

Similarly, commercial water use is calculated using base-year rates and policy-based assumptions about future conservation and efficiency policies. Indoor commercial water use is based on per-employee use assumptions, which vary by job category. Outdoor water use is based on landscaped area assumptions, which vary by building type, and irrigation needs as determined by evapotranspiration zone. Efficiency standards are different for new and existing units, with changes assumed to occur gradually over time as standards evolve.

All calculations are based on data that resides at the grid-cell level – for instance, jobs by type. Thus, estimates can be made for user-defined geographies, such as a city within a region.

Calculating Water-Related Costs, Electricity Use, and Greenhouse Gas Emissions

The costs, electricity use, and GHG emissions associated with residential and commercial building water use are calculated by applying retail prices and energy intensities (expressed in kilowatt-hours per acre-foot of water) to water use results. Water-related electricity use refers to the energy required to transport, distribute, and treat water. Water-related GHG emissions are in turn calculated by applying electricity emission rates to the electricity use results. Base-year water prices and



Transportation Analysis

UrbanFootprint incorporates a comprehensive "sketch" travel model that produces vehicle miles traveled (VMT), mode choice, and congestion estimates for land use + transportation scenarios, as well as transportation-related costs, greenhouse gas (GHG) emissions, and pollutant emissions. The travel forecasting capabilities within UrbanFootprint are based on a comprehensive body of research on the relationships between travel generation and the characteristics of the built environment⁷.

This and other research has found that urban form, transportation supply, and management policies affect VMT, automobile, and transit travel through at least eight mechanisms, referred to as the "8 Ds":

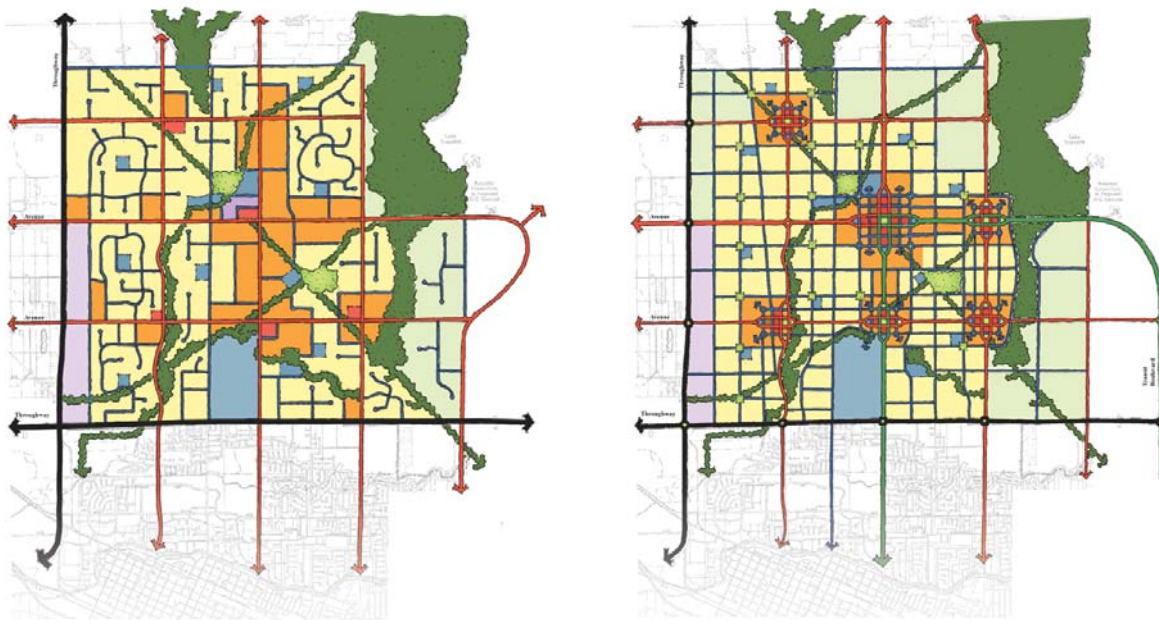
1. Density – residential and employment concentrations
2. Diversity – jobs/housing, jobs mix, retail/housing
3. Design – connectivity, walkability of local streets, and non-motorized circulation
4. Destination – accessibility to regional activities
5. Distance to Transit – proximity to high quality rail or bus service
6. Development Scale – critical mass and magnitude of compatible uses
7. Demographics – household size, income level, and auto ownership
8. Demand Management – pricing and travel disincentives

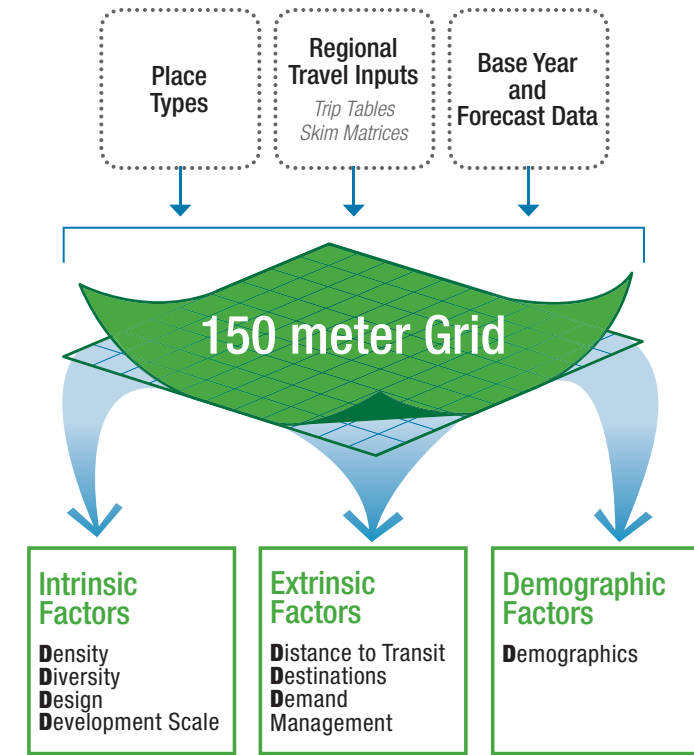
UrbanFootprint quantifies these relationships to the first seven "Ds" through a series of equations from the most recent and rigorous statistical study: *Traffic Generated by Mixed-Use Developments—Six-Region Study Using Consistent Built Environmental Measures*, prepared for the United States Environmental Protection Agency and the American Society of Civil Engineers. The study developed hierarchical models that capture the relationships between the "D" factors and the amount of travel generated by over 230 mixed-use developments in a wide variety of settings and sizes across the US, including developments in the Sacramento and San Diego regions. The predictive accuracy of the methods were validated through field surveys of traffic at almost 30 other development sites including locations in San Diego, Orange County, Sacramento, and the San Francisco Bay Area.

The MXD Method

The resulting method, known as the MXD method, uses a series of equations to estimate the likely degree to which a development area's external traffic generation will be reduced due to: a) trip internalization, b) walking, or c) transit use for off-site travel. The MXD method allows differentiation among a broad array of land use Place Types, the building blocks of UrbanFootprint future scenarios, calculating the vehicle trip reductions resulting from the specific combination of "D" variables that characterize each Place Type. MXD transportation-demand

The diagrams below illustrate the relationship between land use and travel behavior. A more connected configuration of streets, blocks, and land uses (right diagram) exhibits quantifiable reductions in auto trip generation, lowering social costs related to traffic congestion and air quality and increasing community livability, than a conventional suburban configuration of streets, blocks, and land uses (left diagram).



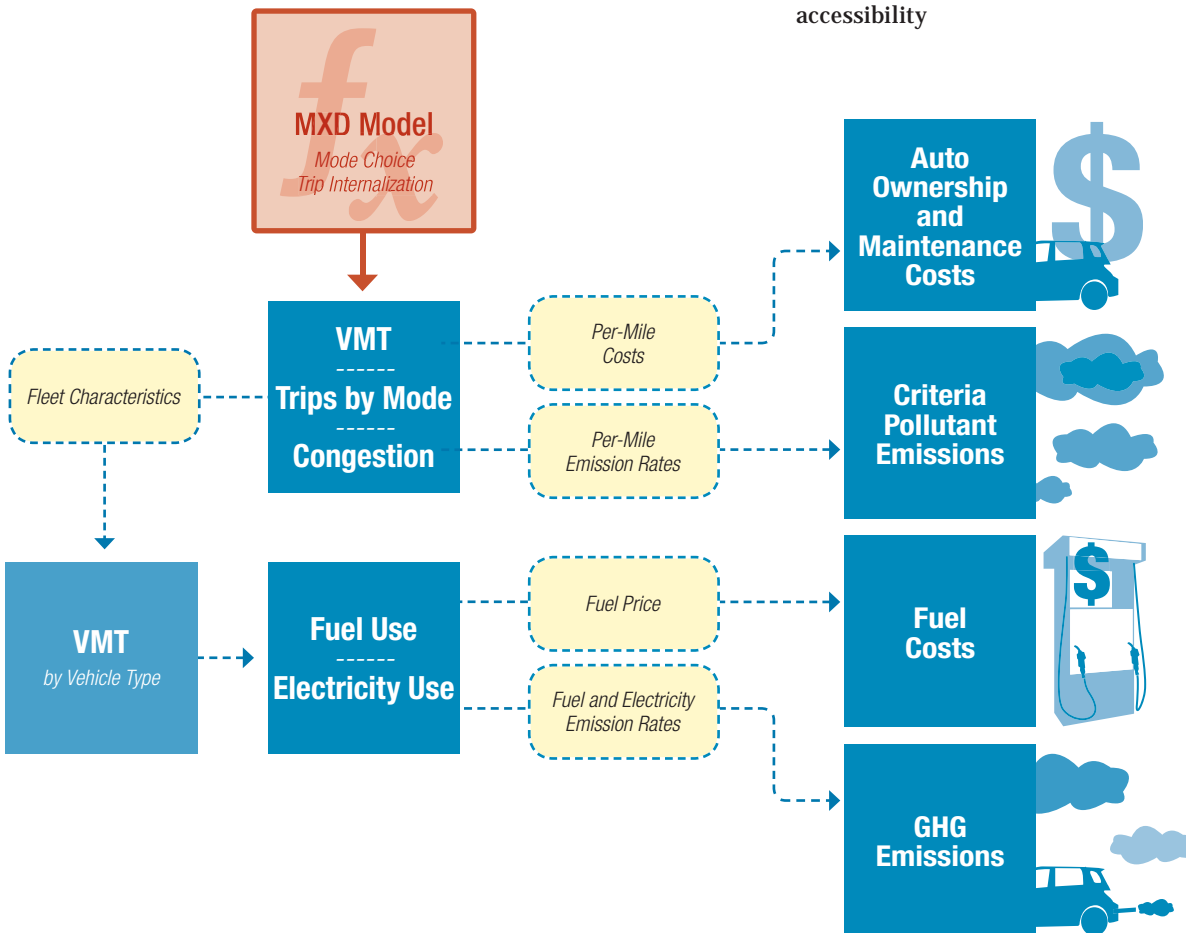


relationships allow the combination of intrinsic “D” variables for a specific Place Type, coupled with the extrinsic factors that describe a place’s location within the region, to dictate the degree to which the place generates more or less vehicle travel than the regional average.

The effects of the eighth “D” variable, Demand Management, are quantified in UrbanFootprint using relationships reported in Guidelines for Quantifying the GHG Effects of Transportation Mitigation, published by California Air Pollution Control Officers Association (CAPCOA). UrbanFootprint considers a set of demand management strategies relevant to regional planning and policy setting: pricing measures applied to automobile travel (through fuel charges, VMT charges, or roadway tolling), transit level of service improvements, parking policies, and employer trip reduction programs.

The use of “D” factors from the MXD and CAPCOA research allows UrbanFootprint to assess the amounts of travel and consequent energy consumption, GHG and pollutant emissions, and travel costs generated by land use types and scenarios for a variety of factors, such as:

- The effects of transit-oriented development
- Sensitivity to pricing schemes
- Impact of varying densities and use mixes
- Impacts of transit level of service and regional accessibility



Transportation Analysis

Within UrbanFootprint, each Place Type is described in terms of the eight demand-side “D” variables, based on the combination of the intrinsic characteristics of each Place Type and the location of the place within the regional context. Each geographic grid cell or place location is described in terms of its spatial relationship to all other locations within the study area, expressed in terms of travel time and cost by auto, transit, and non-motorized modes. As a result, every area described by a given Place Type and grid-cell location has vehicle, transit and non-motorized trips, and VMT associated with the Place Type’s density, diversity, design, destination accessibility, distance to transit, development scale, demographic, and demand management attributes.

Regional Travel Inputs

In addition to data contained within the Place Type and grid cell description of each region, UrbanFootprint exchanges, with each region’s official travel demand model, data on transportation network characteristics, regional accessibility, and travel distances and times among regional activities. These data, obtained from each Metropolitan Planning Organization’s (MPO) transportation model, include baseline “trip tables,” or matrices of travel origins and destinations for the region’s baseline land use, as well as “skim matrices” that capture travel time, distance, and cost among travel origins and destinations for the MPOs’ existing or planned transportation infrastructure and services.

These data allow the “8D” MXD and CAPCOA methods contained in UrbanFootprint to assess key factors related to regional accessibility and to translate vehicle trips between locations in the region into travel distance and VMT and, in the case of initial deployment in the Vision California process, to do so consistently with the transportation system plans and modeling methods of California’s major MPOs: SACOG, MTC, SCAG, SANDAG, and the eight MPOs of the San Joaquin Valley.

UrbanFootprint also uses the MPO transportation networks to ascertain each region’s transportation network supply, including the number of existing and future lane miles of freeway, arterials and local streets. This information, coupled with UrbanFootprint estimates of regional VMT, is used to estimate average regional travel speeds for purposes of refining the estimate of greenhouse gas and other emissions per VMT. These calculations are based on traffic data collected in over 100 regions across the US over the past 20 years by the Texas Transportation Institute (TTI) and the relationships between the TTI regional congestion indices and regional VMT per lane mile, as computed by the Oregon Department of Transportation for its GreenSTEP model.

Travel Model Validation

UrbanFootprint estimates of VMT, vehicle trips, and transit and non-motorized travel were validated, in the Vision California process, through a series of regional and local tests. The regional testing included comparing the UrbanFootprint travel estimates to those produced by the MPOs’ state-of-practice regional transportation models, which are themselves validated with respect to traffic count data from Caltrans Highway Performance Monitoring System (H PMS), transit ridership data, and household travel surveys. These comparisons were used to verify UrbanFootprint’s ability to replicate currently measured travel conditions in each region and to forecast change for future baseline scenarios in a manner consistent with the calibrated regional travel models developed under California Transportation Commission guidelines⁸.

Base-Year Vehicle Miles Traveled (VMT) Validation Chart

Region	Base Year Validation Daily VMT	UrbanFootprint Modeled Base Year Daily VMT
Sacramento Area (6 Counties, SACOG)	50,040,540 <small>(Fehr & Peers, SACOG - SACMET model, 2008 MTP)</small>	53,632,530
San Francisco Bay Area (9 counties, ABAG/MTC)	143,681,890 <small>(Fehr & Peers, MTC - MTC model, 2009 RTP)</small>	143,784,640
Southern California (6 Counties, SCAG)	378,105,370 <small>(Fehr & Peers, SCAG - SCAG model, 2008 RTP)</small>	378,117,580
San Diego (SANDAG)	80,584,670 <small>(Fehr & Peers, SANDAG - SANDAG model, 2001 RTP/SCS)</small>	82,432,940
San Joaquin Valley (8 Counties)	114,532,890 <small>(Fehr & Peers, UC Davis - CSTD 2009 Model)</small>	111,197,210

UrbanFootprint travel model validation included comparisons of base/existing environment VMT to model outputs in the major regions of California. This chart shows base year daily VMT as reported by the regions, and VMT as modeled by UrbanFootprint.

To assess UrbanFootprint’s ability to capture travel variations associated with regional, community, and local scale urban form, the 8D methods used in the model were validated in the following ways:

- *Mapping of VMT Variations* – SACOG produces maps of VMT generation for households in all neighborhoods throughout the greater Sacramento region from its sophisticated, validated activity-based travel model. This mapping of variability of VMT generation by neighborhood, or traffic analysis zone, was compared with neighborhood VMT generation estimates produced by UrbanFootprint for the SACOG region.

- *Community Types* – Data developed by John Holtzclaw for his research on location-efficient mortgages includes measures of annual VMT taken from California Department of Motor Vehicles odometer data on vehicles in households within different communities in the Los Angeles and San Francisco regions⁹. UrbanFootprint estimates of household VMT in the same communities or clusters of communities with similar built environment “D” variables were compared against these data.
- *Place Types* – UrbanFootprint estimates of VMT generation for each of its 35 Place Types were compared to household VMT reported in the National Household Travel Survey or most recent California Statewide Travel Survey for households located in settings comparable to each Place Type description. Recognizing that a given Place Type generates different amounts of VMT depending on its location in the region, a range of VMT generation was expressed for each type, representing the difference in generation rates for the Place Type when located in regionally centric versus remote suburban settings. The range of VMT rates from the household survey were compared with the range of rates estimated by UrbanFootprint.

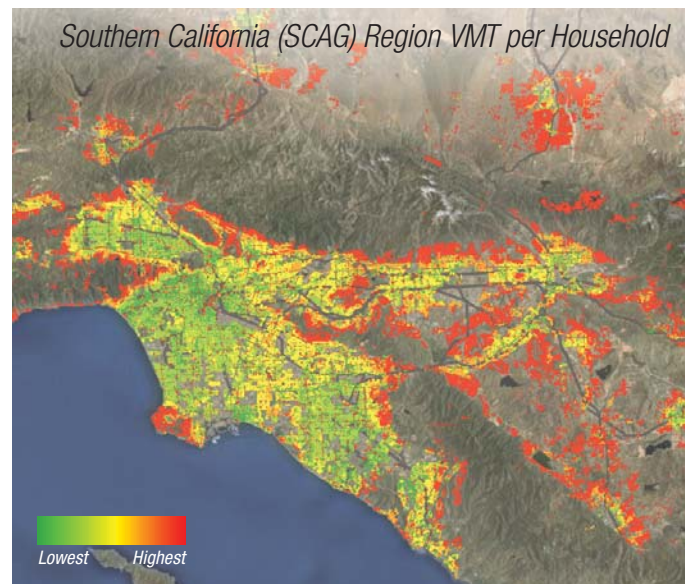
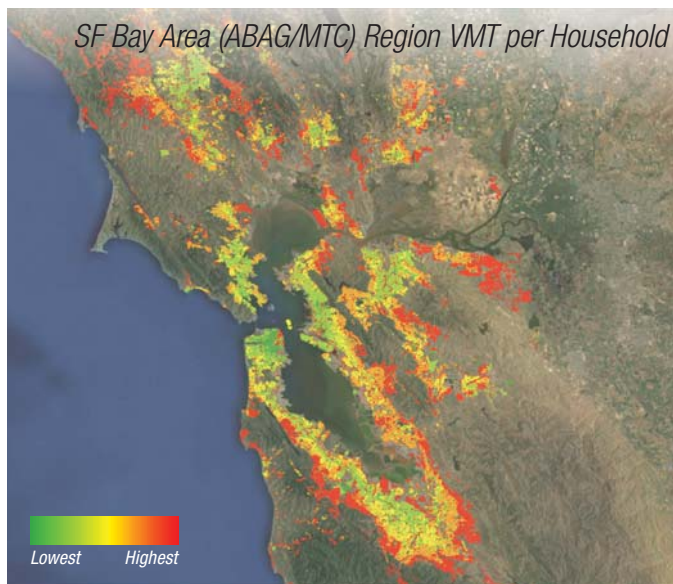
In each of these tests, the variation in trip generation throughout the region estimated by UrbanFootprint as a function of the built environment, as represented by Place Types, compared well with the empirical travel data, demonstrating that the transportation model within UrbanFootprint produces reasonable sensitivity to fine-grained land use variations, in addition to matching well at an aggregate level with regional VMT.

Fuel Use, Emissions, and Costs

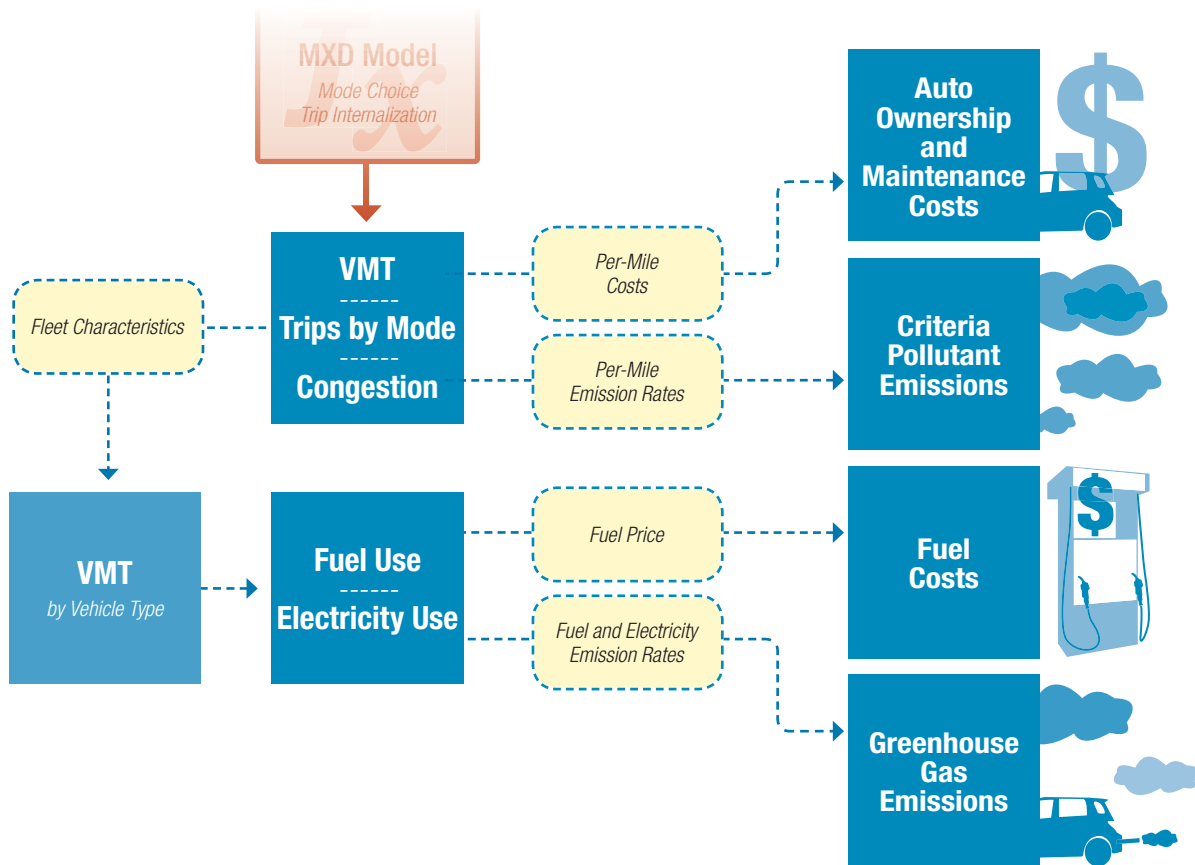
UrbanFootprint calculates transportation fuel use, greenhouse gas (GHG) and criteria pollutant emissions, and costs by applying policy-based assumptions to output VMT. Travel model outputs interact with preset or user-defined assumptions for vehicle efficiency, fleet mix, fuel mix, energy generation, and fuel and energy costs.

Fuel Use

Passenger vehicle fuel consumption estimates in UrbanFootprint are a function of VMT and assumptions about the mix of vehicle types in the on-road vehicle fleet (fleet mix), the efficiency of those vehicles, and the types of fuels they consume. Vehicle types include gas and diesel internal combustion engine (ICE) vehicles, battery electric vehicles (BEV), hybrid electric vehicles (HEV), plug-in hybrid electric vehicles (PHEV), and other zero-emission types (fuel cell, etc). VMT estimates from the travel modeling engine are assigned to the passenger vehicle fleet by type, and efficiency rates are applied to those types to generate liquid fuel and electricity use. Version 1.0 of the model accepts horizon-year efficiency rates by vehicle type, which are created using the fleet-mix model built into Calthorpe Associates’ RapidFire¹⁰ model. Near-term advancements to UrbanFootprint will integrate the fleet mix model into UrbanFootprint’s user interface. Vehicle efficiency is applied via a miles-per-gallon (mpg) estimate for the liquid fuels component of VMT, and miles per kilowatt hour (m/kWh) for the portion of VMT driven by electricity. This in turn produces liquid fuel (in gallons) and electricity consumption (in kilowatt hours) for a given scenario.



Transportation Analysis



Greenhouse Gas Emissions

Transportation GHG emissions are calculated by applying carbon intensity assumptions, expressed in pounds of carbon dioxide equivalent (CO₂e) per gallon or per kilowatt hour, to fuel consumption. The carbon intensity of liquid fuel is a product of the fuel mix in a given model year, and can be adjusted by the user. The carbon intensity of electricity is derived from user-defined assumptions about the overall power generation mix (which also impacts electricity generated by buildings and other non-transport sectors).

UrbanFootprint was designed to calculate emissions that occur upon fuel combustion (“tank-to-wheel” emissions), as well as those emitted during the full fuel lifecycle, from extraction and processing to transport and storage (“well-to-wheel” emissions). Users can look to either or both; typically, emission inventories compare tank-to-wheel emissions, although full well-to-wheel assessments are critical to developing climate change mitigation strategies. UrbanFootprint has the capacity to calculate both types of emission rates based on fuel mix assumptions, enabling an analysis of the role of fuel carbon intensity standards in meeting GHG reduction goals.

Criteria Pollutant Emissions

Transportation criteria pollutant emissions include Nitrogen Oxides (NO_x), Particulate Matter (PM_{2.5} and PM₁₀), Sulfur Oxides (SO_x), Carbon Monoxide (CO), and Reactive Organic Gases/Volatile Organic Chemicals (ROG/VOC). To calculate transportation criteria pollutant emissions, UrbanFootprint is loaded with default assumptions that are calculated using the California Air Resources Board’s latest Emissions Factors model (EMFAC 2011). EMFAC was run using default assumptions to determine regional-average criteria pollutant emissions for passenger vehicles (light-duty vehicles and motorcycles) for the years 2005, 2010, 2020, and 2035; 2035 rates (the last year for which EMFAC 2011 produces projections) were used for 2050. Emissions factors should be localized for different study areas.

Fuel and Other Driving Costs

UrbanFootprint estimates three components of transportation costs, including fuel, auto ownership, and maintenance. These costs are calculated separately using different assumptions. Fuel costs are calculated by multiplying fuel consumed by fuel price per gallon or per kilowatt hour. Auto ownership and maintenance costs are calculated by multiplying VMT by average price-per-mile factors. All per-gallon and per-mile prices change year upon year according to horizon-year projections.

Public Health Analysis

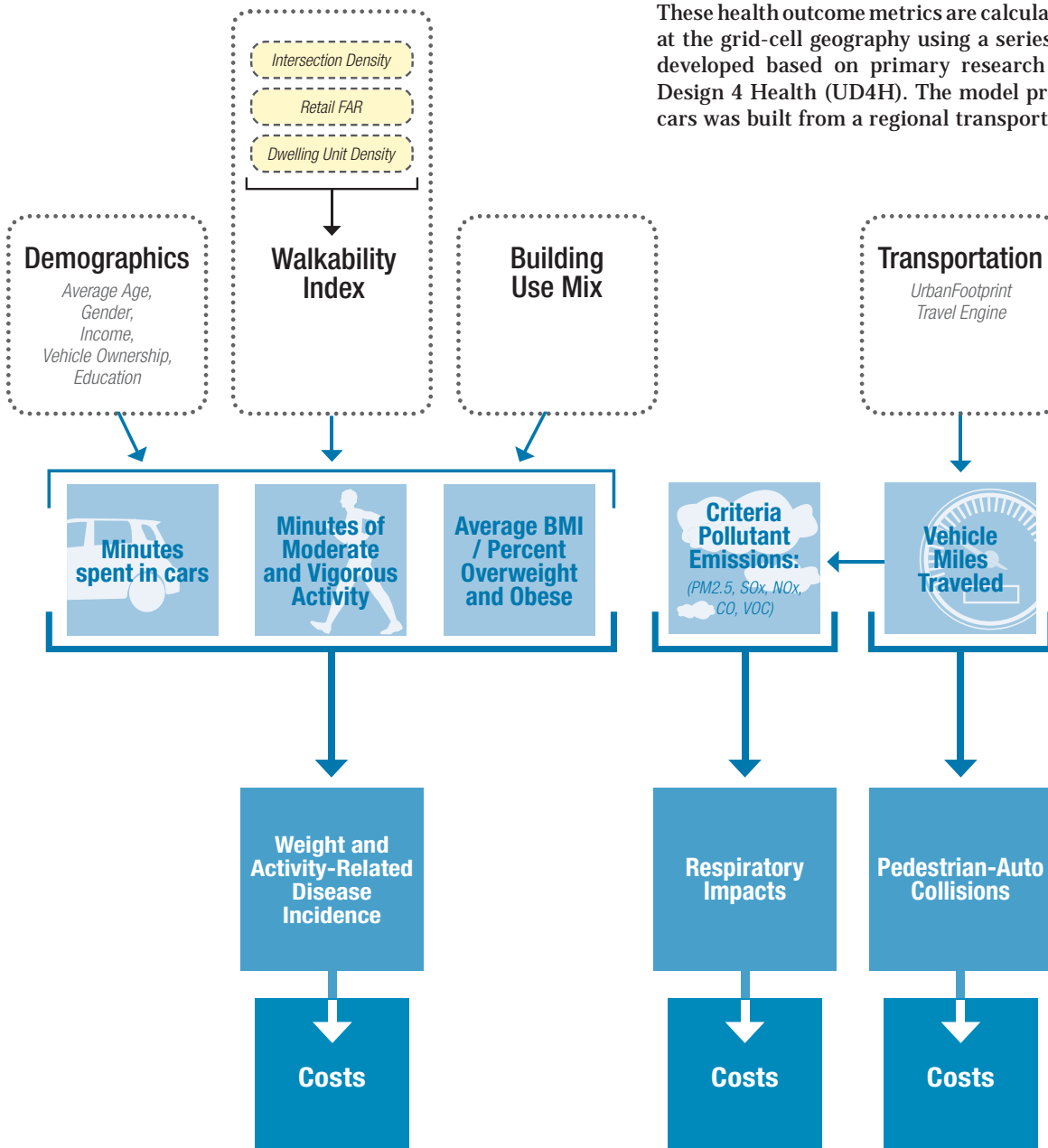


UrbanFootprint measures the impact of land use patterns and urban form on a range of health-related indicators. Public health metrics include physical activity-related weight and disease incidences, pedestrian safety measures, and respiratory impacts. In all cases, costs are applied to health impacts to highlight the fiscal implications of comparative land use + transportation scenarios.

Weight and Activity-Related Metrics

The public health engine models five primary weight and physical activity metrics for the adult population: minutes per day of moderate and vigorous physical activity, daily time spent in cars, the percent of the adult population that is overweight and obese, and average BMI (body mass index). These indicators are all correlated with BMI, though each is estimated independently in UrbanFootprint.

These health outcome metrics are calculated by UrbanFootprint at the grid-cell geography using a series of regression models developed based on primary research conducted by Urban Design 4 Health (UD4H). The model predicting time spent in cars was built from a regional transportation study conducted



Public Health Analysis

as part of the Atlanta Regional Commission’s Household Travel Survey¹¹, and the weight and physical activity models came out of the Neighborhood Quality of Life Study in Seattle and King County, Washington¹². Where possible, data from California Health Interview Survey (CHIS)¹³ and the San Diego Council of Governments (SANDAG)¹⁴ was used to validate the use of the public health models in California.

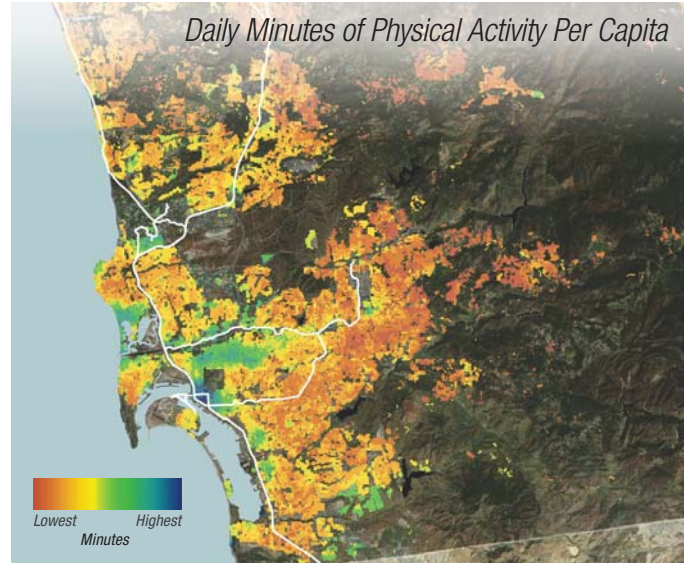
Primary data inputs for these five models include both measures of the built environment (intersection, retail floor area, and dwelling unit densities as well as building use mix) and demographics (gender, age, household income and auto ownership, and level of educational attainment). For public health modeling, future demographic variables were held constant with the base/existing conditions year data, calculated using US Census 2010 rates; this has the effect of isolating the effect of land use on public health.

A series of intermediate variables are calculated at the grid-cell level to allow the weight and activity-related models to run, including:

- *Walkability Index*. Produces a walkability rating via calculations of dwelling unit density, retail floor area ratio, and intersection density - all measured in a one-kilometer grid-cell buffer.
- *Building Use Mix*. Measures the distribution of residential, retail, office, and service sector building square feet within a one-kilometer grid-cell buffer.
- *Dwelling Unit Density*. A measure of housing density within a one-kilometer grid-cell buffer.
- *Network-Based Street Intersection Count and Density*. An estimate of network-based street connectivity within a one kilometer grid-cell buffer.
- *Household Income Categories Ranking Mean*. A weighted count of households in various income groups in each grid cell.
- *Educational Attainment Categories Ranking Mean*. A weighted count of population by educational attainment in each grid cell.

A series of coefficients, unique to each model, was applied to these intermediate variables as a part of a regression analysis to estimate final metrics.

As overweight and obesity rates are associated with numerous co-morbid health conditions, these weight metrics formed the basis for a series of post-process models predicting the adult incidence of type II diabetes, hypertension, coronary artery disease, osteoarthritis, chronic back pain, and colorectal and kidney cancer. Coefficients for these models were adapted from



UrbanFootprint measures physical activity levels based on the urban form and demographic characteristics of scenarios.

a range of published studies and validated and calibrated using CHIS data.

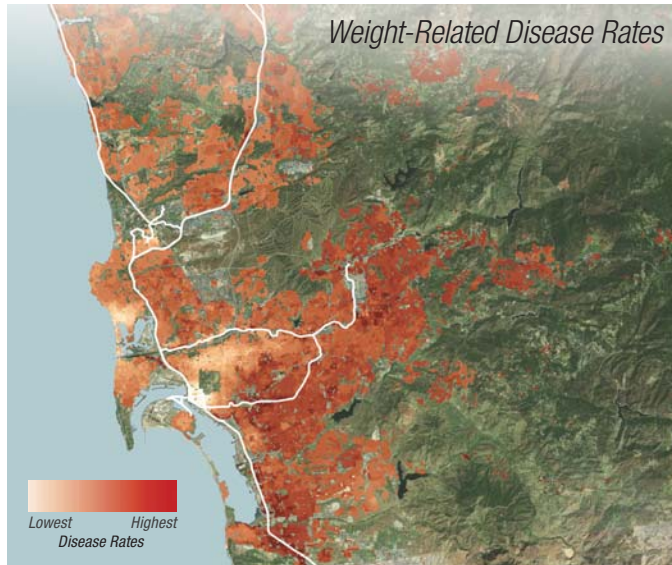
Relationships derived from published studies were used to calculate three classes of per capita fiscal impacts of estimated weight and activity-based health conditions. These costs are expressed in constant dollars, and include:

1. **Medical costs:** direct capital expenses related to a medical condition, such as doctor and hospital visits, prescription medicine, emergency services, etc.
2. **Productivity costs:** indirect costs related to lost or reduced work productivity as a result of a medical condition.
3. **Quality-adjusted life years (QALYs) lost:** an estimate of the economic value of a reduction in quality-of-life years lost as a result of a medical condition.

All public health models produce predictions that enable comparison not only across the range of future scenarios, but between base year and future states.

Pedestrian Safety

UrbanFootprint’s estimates of pedestrian-vehicle collisions are informed by data that associates per capita vehicle miles traveled (VMT) and pedestrian-auto collisions¹⁵. This data demonstrates a strong relationship between changes in per capita VMT and changes in per capita collisions.



UrbanFootprint measures weight-related disease rates based on the urban form and demographic characteristics of scenarios.

UrbanFootprint's public health engine produces future scenario-wide estimates of pedestrian-auto collisions based on a predicted collision rate. A per capita collision rate is calculated by multiplying change in daily per capita VMT over time, as estimated by the UrbanFootprint travel engine, by the 2009 per capita California pedestrian-vehicle collision rate, as documented by California Highway Patrol data¹⁶. A scenario's collision incidence is calculated by multiplying this rate by future population.

As with weight and activity-related conditions, cost factors for medical costs, productivity costs, and QALYs lost are applied to pedestrian-vehicle collisions to produce estimates of the fiscal impacts of a scenario's pedestrian-vehicle collisions estimates.

Respiratory Impacts

UrbanFootprint calculates the public health impacts of automobile transportation-related air pollution. The number of health incidences, and their related costs, are calculated on the basis of criteria air pollutant emissions (measured in tons). Note that these metrics express differences among scenarios, rather than measurements of total health incidences or costs.

UrbanFootprint's respiratory health assumptions were initially developed by TIAX LLC for the American Lung Association. Health incidence and valuation assumptions are based on research and national data from the EPA, Office of Air Quality Planning & Standards, Air Benefit and Cost Group^{17, 18}. Version 1.0 of the model includes system-wide respiratory impacts. That is, it examines the respiratory impacts and costs associated with changes in overall VMT and pollutant emissions. Model advancements will allow for additional measurements of geographically-specific emissions and their associated health impacts.

Respiratory health incidences include cases of: premature mortality; chronic bronchitis; acute myocardial infarction; respiratory and cardiovascular hospitalizations; respiratory-related ER visits; acute bronchitis; work loss days; asthma exacerbation; and acute, lower, and upper respiratory symptoms. Per-ton assumptions for each of these incidences are individually applied to emissions of the following criteria pollutants: PM_{2.5}, SO_x, NO_x, and VOC. The incidences are then totaled.

Respiratory health costs are based on per-ton valuations of emissions of the following pollutants: PM_{2.5}, SO_x, NO_x, CO, VOC, and indirect PM from NO_x, SO_x, and VOC. As for health incidences, these valuations are applied to emissions of individual pollutants, and then totaled.

Endnotes and References

1. Berkeley-based firm Strategic Economics gathered data from representative cities throughout California to develop a statewide fiscal impacts assumptions set. Regional assumptions were also developed for the Southern California Association of Governments (SCAG) region.
2. California Energy Commission. California Statewide Residential Appliance Saturation Survey (RASS). Sacramento: CEC. 2010.
3. California Energy Commission. California Commercial End-Use Survey (CEUS). Sacramento: CEC. 2006.
4. California Irrigation Management Information System. *Reference Evapotranspiration* (map). 1999.
5. Water price data from Public Policy Institute of California (PPIC) calculations using data from Black & Veatch and U.S. Census. *California Water Plan Update*. Department of Water Resources. 2005.
6. Water energy intensities from California Energy Commission. *California's Water-Energy Relationship*. Sacramento: CEC. 2005.
7. References include:
 - Ewing and Cervero. *Travel and the Built Environment*. 2010.
 - Ewing and Walters, et al. *Traffic Generated by Mixed-Use Developments—Six-Region Study*. 2011.
 - *2010 California Regional Transportation Plan Guidelines*. California Transportation Commission. 2010.
 - Caltrans, DKS. *Assessment of Local Models and Tools for Analyzing Smart-Growth Strategies*. 2007.
 - Ewing and Walters; et. al. *Growing Cooler – The Evidence on Urban Development and Climate Change*. 2008.
 - California Air Pollution Control Officers Association. *Guidelines for Quantifying the GHG Effects of Transportation Mitigation*. 2010.
8. Vehicle miles traveled (VMT) for both the regional transportation models and UrbanFootprint were calculated using the “origin-destination” method as recommended by the California Air Resource Board’s Regional Targets Advisory Committee. VMT attributable to land uses within a region were calculated as the VMT resulting from all trips traveling between origins and destinations within the region, and 50% of the VMT generated by trips with one end in the region and the other end outside the region. VMT due to trips traveling through the region without a stop in the region were not included.
9. Holtzclaw, J. VMT Analysis based on DMV Odometer Readings (data only). 1998.
10. For more information about the RapidFire model, see www.calthorpe.com/scenario_modeling_tools.
11. Frank, L. D., Sallis, J. F., Conway, T. L., Chapman, J. E., Saelens, B. E., & Bachman, W. Many Pathways From Land Use to Health: Associations Between Neighborhood Walkability and Active Transportation, Body Mass Index, and Air Quality. *Journal of the American Planning Association*, 72(1), 75–87. 2006.
12. Ibid.
13. California Health Interview Survey. CHIS 2009 Adult Public Use File, Los Angeles, CA: UCLA Center for Health Policy Research. Available: www.chis.ucla.edu/ (accessed June 21, 2012).
14. Urban Design 4 Health, Inc. Unpublished data used for Health Impact and Forecasting Assessment, Project No. 5001527 for The San Diego Association of Governments. June, 2012.
15. Ferreira J, Minikel E. *Pay-as-you-drive Auto Insurance in Massachusetts: A Risk Assessment and Report on Consumer, Industry, and Environmental Benefits*, Conservation Law Foundation Report. November 2010.
16. California Highway Patrol. *2009 Annual Report of Fatal and Injury Motor Vehicle Traffic Collisions*. Available: www.chp.ca.gov/switrs/switrs2009.html (accessed July 11, 2011).
17. Cases-per-ton estimates from Neal Fann of US Environmental Protection Agency (EPA). Premature mortality is the average of the American Cancer Society study (Pope et al. 2002) and the Six-Cities study (Laden et al., 2006). The rounded Six-Cities benefits per ton results are presented in the EPA’s Environmental Benefits Mapping and Analysis Program website: www.epa.gov/oaqps001/benmap/bpt.html. As presented by Chan, M. and Jackson, MD (TIAX LLC) for the American Lung Association in California. *Health Impact of Land Use VMT and In-Use Vehicle Fleets*. 2011.
18. PM-related valuations (Neal Fann of EPA) used average of American Cancer Society study (Pope, CA III et al. Cardiovascular mortality and long-term exposure to particulate air pollution: epidemiological evidence of general pathophysiological pathways of disease. *Circulation* 109(1):71–77. 2002) and the Six Cities Study (Laden, F. et al., *Reduction in Fine Particulate Air Pollution and Mortality: Extended Follow-up of the Harvard Six Cities Study*. 2006). Ozone and visibility valuations calculated based upon national results presented in a 2011 EPA report (EPA. “The Benefits and Costs of the Clean Air Act from 1990 to 2020”. 2011). As presented by Chan, M. and Jackson, MD (TIAX LLC) for the American Lung Association in California. *Health Impact of Land Use VMT and In-Use Vehicle Fleets*. 2011.

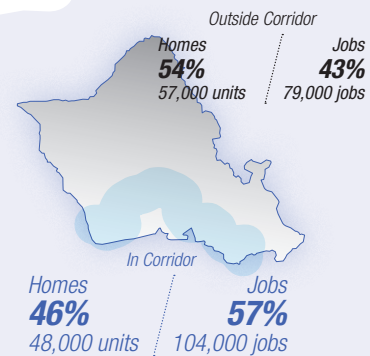
Honolulu TOD Study Scenarios Overview

Each of the scenarios represents a different way of accommodating projected housing and job growth on Oahu to approximately the year 2050. Each includes the same total number of people, homes, and jobs, but varies in where and how they are located on the island. The scenarios also vary in terms of the types of homes that will be built in the coming decades, and the extent to which their mix of housing types meet the demands of Oahu's current and future residents.

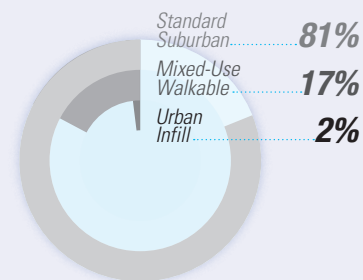
Business as Usual

This scenario extends the land development and transportation investment choices of the past decades forward to 2050. It accommodates about 46% of projected housing growth—about 48,000 homes—within the one-mile transit corridor area, but does not include the planned Honolulu Rail Transit line. Most new growth (81%) tends toward suburban, auto-oriented development, and more than 80% of growth occurs on previously undeveloped land, much of that outside of the rail corridor. The majority of new housing is single family detached; about 30% of new housing is multifamily.

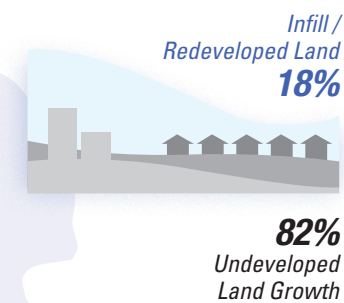
Percent of New Growth in Rail Corridor



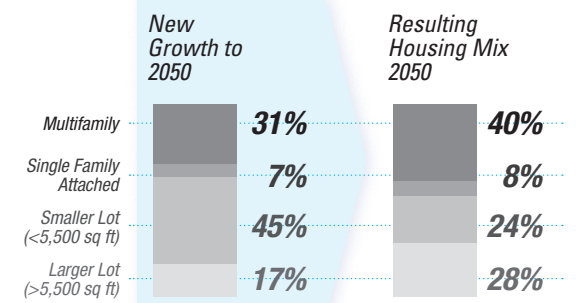
Land Development Category Proportions



Infill / Redeveloped Land vs. Undeveloped Land

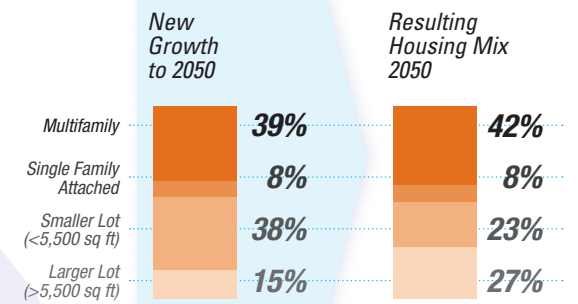
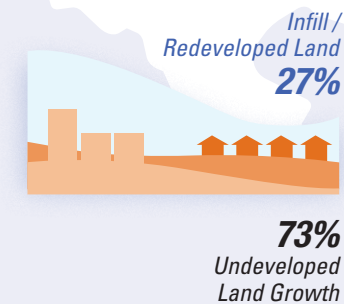
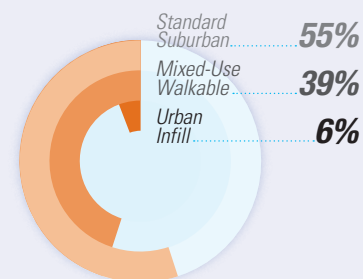
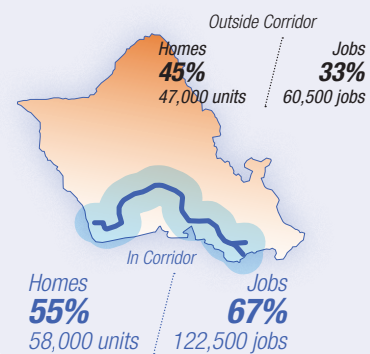


Housing Unit Mix



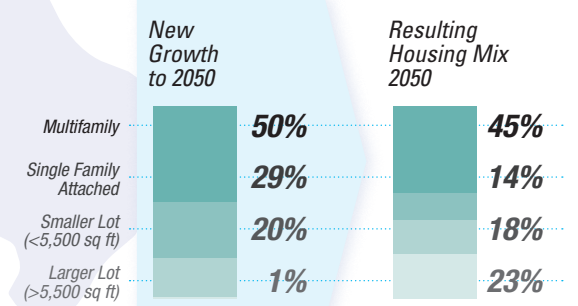
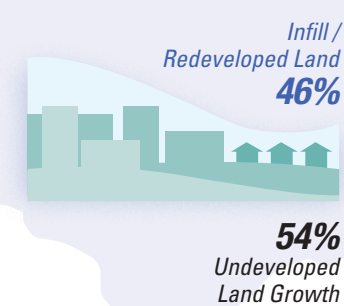
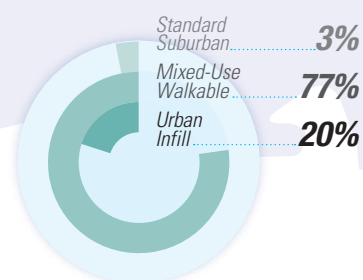
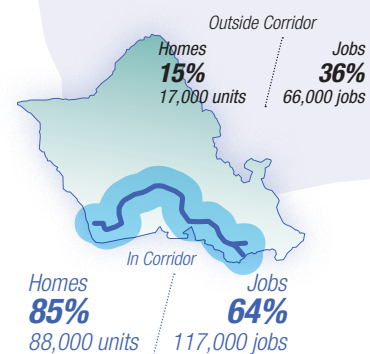
Forecast Future

This scenario represents the housing and job distribution forecast in official state and city/county projections. It is very close to the distribution used in the rail ridership forecasting for the federally required environmental impact statement. The Forecast Future sees about 55% of new growth occur on the corridor, accounting for about 58,000 new homes. While the majority of new growth occurs in auto-centric patterns and locations, there is somewhat more Mixed-Use Walkable and Urban Infill development in this scenario. Nearly 75% of growth occurs on undeveloped land, and most new housing remains single family detached in this scenario; there is more multifamily development than in Business as Usual.



Corridor Focus

This scenario takes greatest advantage of the planned rail investment, while also seeking to meet projected housing demand by type. It accommodates about 85% of new homes, about 88,000 units, along the rail corridor, with another 17,000 homes located outside of the corridor. Growth along the corridor is focused in compact, walkable communities that include a range of single and multi-family types, and more than 25% of growth occurs through urban infill and redevelopment. Only about 3% of growth occurs in suburban, auto-oriented patterns. Growth in this scenario is split equally between infill and undeveloped locations. The housing mix in this scenario aligns with projected housing demand by type of housing, with new housing construction focused on single-family attached and townhome products, multi-family housing, and smaller-lot single family homes.



Scenario Metrics Summary

The comparative scenario metrics summarized here are described in detail in the following sections. For clarity, values are rounded. All costs are expressed in 2011 dollars.



Land Consumption

Includes all previously undeveloped land that will be urbanized in a scenario.



Vehicle Miles Traveled (VMT)

Miles driven in passenger vehicles on Oahu.



Highway and Arterial Roadway Costs

Capital and ongoing operations and maintenance costs of additional roadway capacity needed to accommodate VMT increases.



Building Energy Use

Energy (electricity and gas) consumed by new and existing residential¹⁸ and commercial buildings.



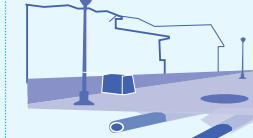
Water Consumption

Water used to serve and maintain new and existing homes.



GHG Emissions

CO₂e emissions from passenger vehicles, and residential and commercial buildings.



Fiscal Impacts of Development

Capital and ongoing operations and maintenance costs for new local roads, sewer, water, and wastewater infrastructure.



Rail Transit Ridership

Daily transit boardings on the proposed Honolulu Rail Transit line.



Household Costs

Automobile transportation (fuel, insurance, maintenance) and home energy and water costs.

Business as Usual

This scenario extends the land development and transportation investment choices of the past decades out to 2050.

21.8

square miles (cumulative to 2050)

6.2

billion miles (annual in 2050)

\$ 10.2

billion (cumulative to 2050)

22.2

trillion Btu (annual in 2050)

1,515

billion gallons (cumulative to 2050)

Transportation Buildings

1.65 2.93

4.58

MMT / year (annual in 2050)

\$ 8.6

billion (cumulative to 2050)

(does not include rail)

\$ 16,950

(per new household, 2050)

12,720

miles / year (per new household, 2050)

230

lane miles (to 2050)

5,800

kWh / year¹⁹ (per new household, 2050)

105,700

gallons / year (per new household, 2050)

\$ 81,900

(per new household, 2050)

Forecast Future

This scenario represents the housing and job distribution forecast in official state and city/county projections.

16.8

square miles (cumulative to 2050)

5.8

billion miles (annual in 2050)

\$ 9.4

billion (cumulative to 2050)

21.7

trillion Btu (annual in 2050)

1,500

billion gallons (cumulative to 2050)

Transportation Buildings

1.53 2.86

4.39

MMT / year (annual in 2050)

\$ 8.0

billion (cumulative to 2050)

Phase 1 Extensions

140,000

trips (daily in 2035)

\$ 14,750

(per new household, 2050)

10,650

miles / year (per new household, 2050)

155

lane miles (to 2050)

5,450

kWh / year (per new household, 2050)

101,850

gallons / year (per new household, 2050)

\$ 76,300

(per new household, 2050)

Corridor Focus

This scenario takes greatest advantage of the planned rail investment, while also seeking to meet projected housing demand by type.

7.1

square miles (cumulative to 2050)

4.8

billion miles (annual in 2050)

\$ 0

billion (cumulative to 2050)

20.8

trillion Btu (annual in 2050)

1,455

billion gallons (cumulative to 2050)

Transportation Buildings

1.28 2.75

4.03

MMT / year (annual in 2050)

\$ 7.1

billion (cumulative to 2050)

Phase 1 Extensions

160,000

trips (daily in 2035)

\$ 9,300

(per new household, 2050)

5,350

miles / year (per new household, 2050)

0

lane miles (to 2050)

[No add'l miles because VMT is held close to current rates]

4,950

kWh / year (per new household, 2050)

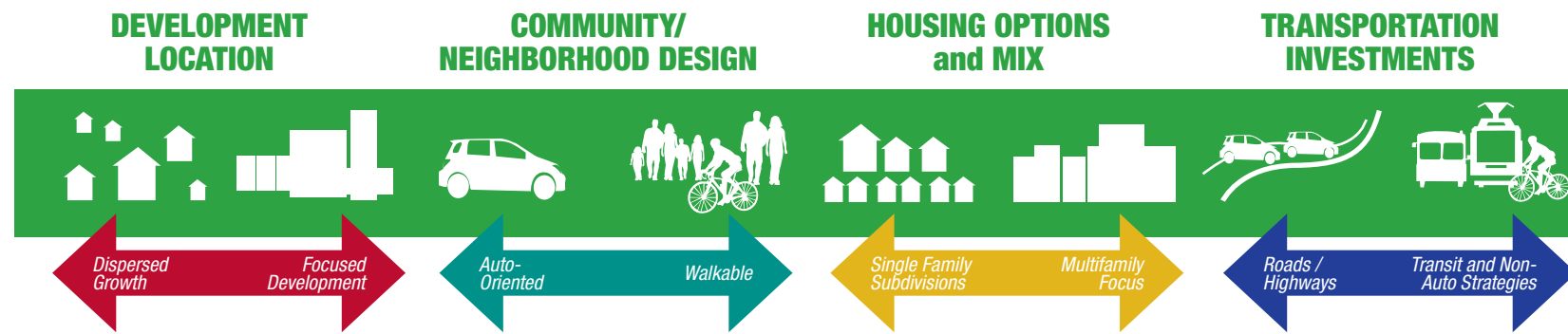
84,200

gallons / year (per new household, 2050)

\$ 68,000

(per new household, 2050)

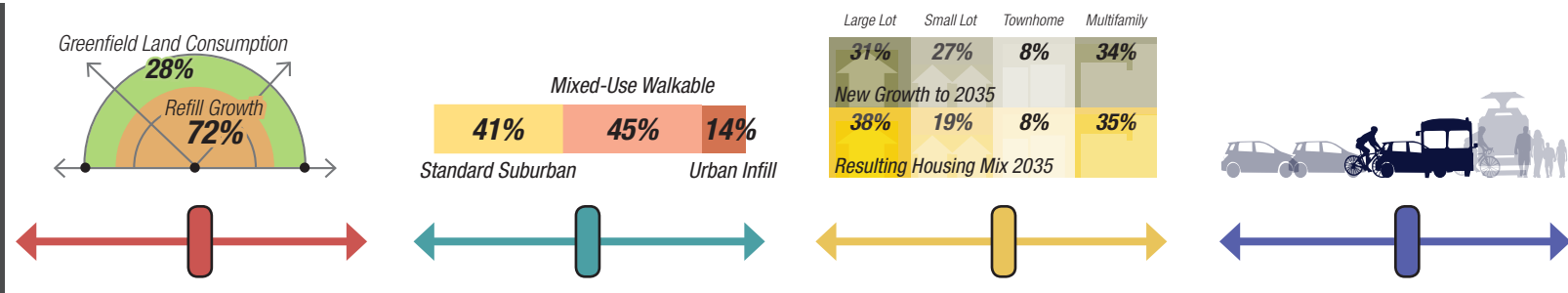
2035 SCENARIO DESCRIPTIONS



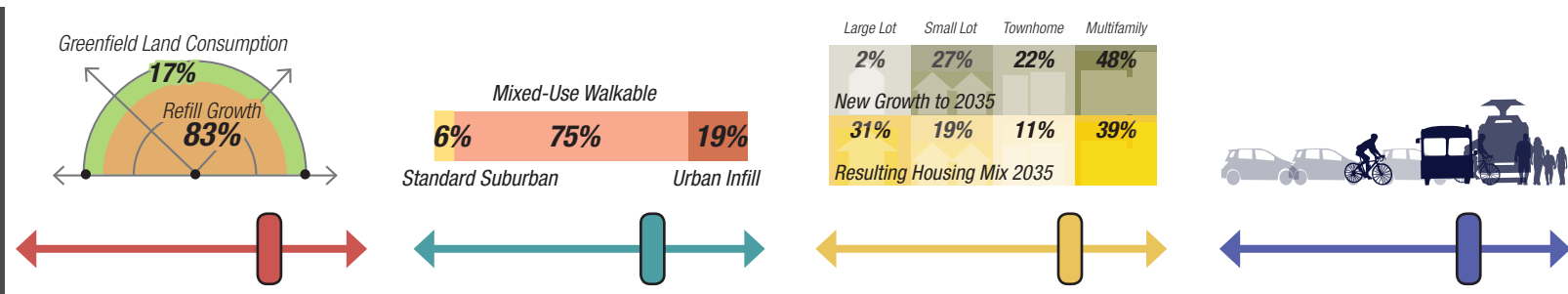
SCENARIO CONSIDERATIONS

The scenarios described here vary in their land use programs and patterns, and in the package of transportation investments that support the quality and location of growth in the scenarios. Ultimately, the RTP and SCS will also consider various transportation strategies and policies aimed at improving mobility while reducing vehicle miles traveled (VMT) and transportation emissions.

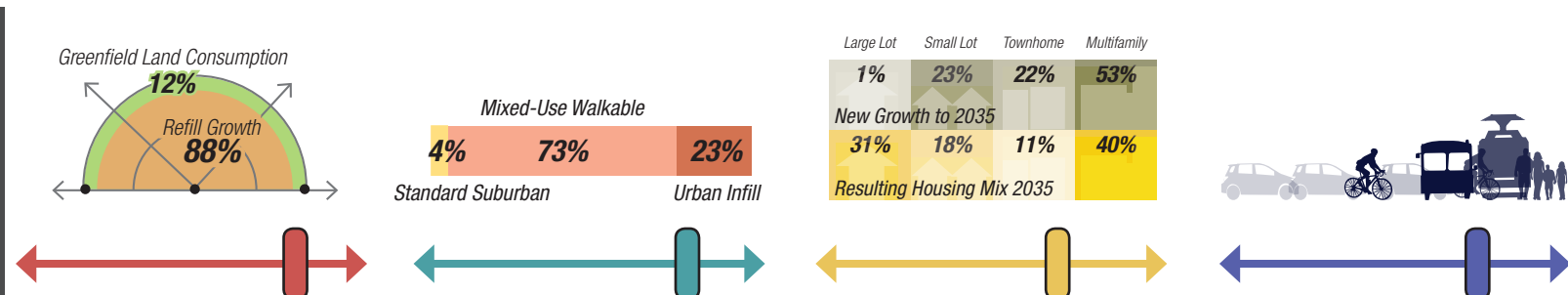
1 This scenario is based on the general plans prepared by cities. It includes a significant proportion of suburban, auto-oriented development, but also recognizes the recent trend of increased growth in existing urban areas and around transit. New housing is mostly single-family, with an increase in smaller-lot, townhome, and multifamily homes; housing mix still falls short of demand for these types, though. Transportation investments may favor automobile infrastructure slightly, but also support new transit lines and other non-auto strategies and improvements.



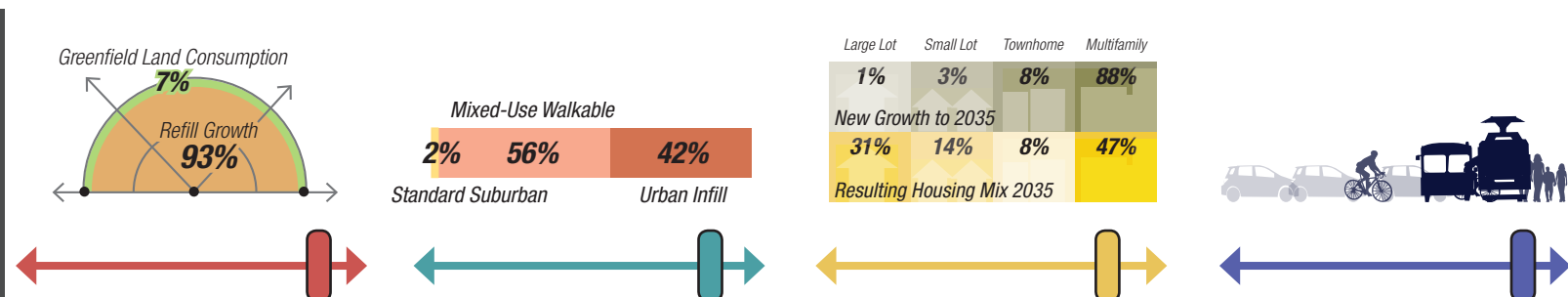
2 This scenario focuses more growth in walkable, mixed-use communities and in existing and planned high-quality transit areas. It would see increased investments in transit and non-auto modes, with strategies to support growth patterns that are less auto-dependent. Employment growth is focused in urban centers around transit. This scenario strives to meet demand for a broader range of housing types, and new housing is weighted towards smaller-lot single family homes, townhomes, and multifamily condos and apartments.



3 This scenario builds on the walkable, mixed-use focus of the growth in Scenario 2, and also aims to improve fiscal and environmental performance by shifting a portion of the region's growth into areas that are closer to transit, less auto-centric, and less intensive for building energy and water needs. Like Scenario 2, this scenario aims to meet demand for a broader range of housing types, with new housing weighted towards smaller-lot single family homes, townhomes, and multifamily condos and apartments.

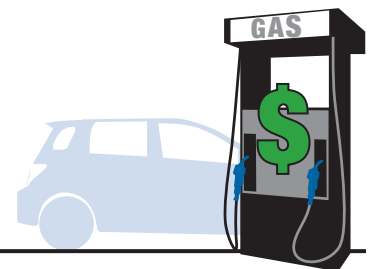


4 This scenario maximizes growth in urban and mixed-use configurations in already developed areas, and around existing and planned transit investments. To support this shift, transportation system investments are heavily weighted towards transit infrastructure and operational improvements, as well as improvements to bicycle and pedestrian infrastructure. Like Scenario 3, this scenario aims to improve environmental performance by shifting a portion of the region's growth into areas that are closer to transit, and have lower demands on building energy and water use.



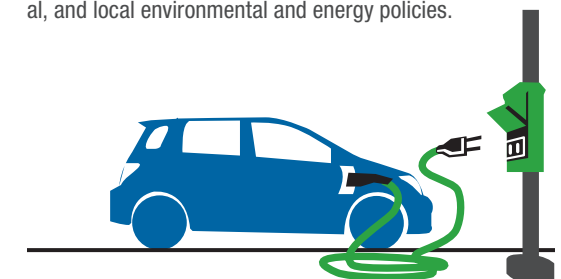
PRICING EFFECTS

Fuel price, along with other driving costs, have both short and long-term effects on driving decisions. SCAG is working with our partners to explore how pricing could simultaneously impact driving decisions, reduce roadway congestion, support more efficient growth patterns, and raise revenue to support critical transportation system improvements – including those aimed at improving non-auto travel options such as transit, walking, and biking. Each of the scenarios described here assumes a hypothetical 2 cent per mile VMT charge, which on average, would result in a 2% reduction in total VMT.



VEHICLE and FUEL POLICY

Meeting our greenhouse gas (GHG), pollutant emissions, and energy goals will include a suite of strategies and policies. In addition to the land use and transportation strategies explored in these first RTP/SCS scenarios, the efficiency of our cars and the fuels we use to power them will also play a role, as will the energy and water conservation measures for our homes and businesses. While these first scenarios focus on the impact of land use and transportation investments and strategies in meeting VMT, GHG, pollution, and energy challenges, subsequent analysis will explore the impacts of emerging vehicle technologies, renewable power generation, building measures, and a host of state, regional, and local environmental and energy policies.



2012 RTP/SCS PUBLIC OUTREACH WORKSHOPS



2035 SCENARIO OUTCOMES*

* Scenario outputs are meant for comparative purposes only. Model outputs at this stage in the RTP/SCS process are preliminary and subject to refinement as the scenario development and modeling process progresses.

	LAND CONSUMPTION	LOCAL INFRASTRUCTURE COSTS	VEHICLES MILES TRAVELED (VMT)	FUEL CONSUMPTION	HOUSEHOLD COSTS	GREENHOUSE GAS (GHG) EMISSIONS	BUILDING ENERGY USE	WATER CONSUMPTION	PUBLIC HEALTH																				
	Greenfield (Open Space) Land Consumption	Cumulative Capital Costs and General Fund Operations and Maintenance Expenditures <i>Includes local roads, waste water and sanitary sewer, water supply, and parks and recreation</i>	VMT (Auto Passenger Vehicle Travel)	Automobile Fuel Use	Annual Fuel, Auto Operating, Energy, and Water Costs per Household (HH)	GHG Emissions from Auto Passenger Transportation and Building Energy Use	Annual Commercial and Residential Energy Use	Annual Water Use, Total and per Household (HH)	Annual Savings in Health Costs due to Reductions in Transportation-Related Pollutant Emissions																				
	[square miles]	[2009 dollars]	[miles]	[gallons]	[2009 dollars]	[Million Metric Tons CO ₂ e]	[Btu]	[acre feet and gallons]	[2009 dollars]																				
<div data-bbox="105 600 944 889"> <h3>1</h3> <p>Mixed-Use Walkable</p> <p>Standard Suburban: 41% Urban Infill: 45% 14%</p> <table border="1"> <tr> <td>Large Lot</td> <td>Small Lot</td> <td>Townhome</td> <td>Multifamily</td> </tr> <tr> <td>31%</td> <td>27%</td> <td>8%</td> <td>34%</td> </tr> <tr> <td colspan="4">New Growth to 2035</td> </tr> <tr> <td>38%</td> <td>19%</td> <td>8%</td> <td>35%</td> </tr> <tr> <td colspan="4">Resulting Housing Mix 2035</td> </tr> </table> </div>	Large Lot	Small Lot	Townhome	Multifamily	31%	27%	8%	34%	New Growth to 2035				38%	19%	8%	35%	Resulting Housing Mix 2035				251 sq mi	<div data-bbox="1199 661 1417 828"> <p>Capital: \$35 bil</p> <p>Operations/Maintenance: \$35 bil</p> </div>	20,920 mi per HH	5.5 bil gal	<div data-bbox="1889 661 2107 828"> <p>Fuel/Automobile: \$15,100 per HH</p> <p>Energy/Water: \$15,100 per HH</p> </div>	<div data-bbox="2122 681 2340 828"> <p>Transportation: 96 MMT</p> <p>Building: 96 MMT</p> </div>	<div data-bbox="2355 681 2573 828"> <p>Commercial: 835 tril Btu</p> <p>Residential: 835 tril Btu</p> </div>	3.0 mil ac ft	\$635 mil <i>Savings from status quo</i>
Large Lot	Small Lot	Townhome	Multifamily																										
31%	27%	8%	34%																										
New Growth to 2035																													
38%	19%	8%	35%																										
Resulting Housing Mix 2035																													
<div data-bbox="105 943 944 1231"> <h3>2</h3> <p>Mixed-Use Walkable</p> <p>Standard Suburban: 6% Urban Infill: 75% 19%</p> <table border="1"> <tr> <td>Large Lot</td> <td>Small Lot</td> <td>Townhome</td> <td>Multifamily</td> </tr> <tr> <td>2%</td> <td>27%</td> <td>22%</td> <td>48%</td> </tr> <tr> <td colspan="4">New Growth to 2035</td> </tr> <tr> <td>31%</td> <td>19%</td> <td>11%</td> <td>39%</td> </tr> <tr> <td colspan="4">Resulting Housing Mix 2035</td> </tr> </table> </div>	Large Lot	Small Lot	Townhome	Multifamily	2%	27%	22%	48%	New Growth to 2035				31%	19%	11%	39%	Resulting Housing Mix 2035				127 sq mi	<div data-bbox="1199 1044 1339 1161"> <p>Capital: \$31 bil</p> <p>Operations/Maintenance: \$31 bil</p> </div>	18,630 mi per HH	4.9 bil gal	<div data-bbox="1889 1044 2107 1161"> <p>Fuel/Automobile: \$13,600 per HH</p> <p>Energy/Water: \$13,600 per HH</p> </div>	<div data-bbox="2122 1044 2293 1161"> <p>Transportation: 88 MMT</p> <p>Building: 88 MMT</p> </div>	<div data-bbox="2355 1044 2526 1161"> <p>Commercial: 775 tril Btu</p> <p>Residential: 775 tril Btu</p> </div>	2.9 mil ac ft	\$915 mil <i>Savings from status quo</i>
Large Lot	Small Lot	Townhome	Multifamily																										
2%	27%	22%	48%																										
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Resulting Housing Mix 2035																													
<div data-bbox="105 1286 944 1574"> <h3>3</h3> <p>Mixed-Use Walkable</p> <p>Standard Suburban: 4% Urban Infill: 73% 23%</p> <table border="1"> <tr> <td>Large Lot</td> <td>Small Lot</td> <td>Townhome</td> <td>Multifamily</td> </tr> <tr> <td>1%</td> <td>23%</td> <td>22%</td> <td>53%</td> </tr> <tr> <td colspan="4">New Growth to 2035</td> </tr> <tr> <td>31%</td> <td>18%</td> <td>11%</td> <td>40%</td> </tr> <tr> <td colspan="4">Resulting Housing Mix 2035</td> </tr> </table> </div>	Large Lot	Small Lot	Townhome	Multifamily	1%	23%	22%	53%	New Growth to 2035				31%	18%	11%	40%	Resulting Housing Mix 2035				84 sq mi	<div data-bbox="1199 1387 1339 1503"> <p>Capital: \$29 bil</p> <p>Operations/Maintenance: \$29 bil</p> </div>	18,250 mi per HH	4.8 bil gal	<div data-bbox="1889 1387 2107 1503"> <p>Fuel/Automobile: \$13,350 per HH</p> <p>Energy/Water: \$13,350 per HH</p> </div>	<div data-bbox="2122 1387 2293 1503"> <p>Transportation: 86 MMT</p> <p>Building: 86 MMT</p> </div>	<div data-bbox="2355 1387 2526 1503"> <p>Commercial: 760 tril Btu</p> <p>Residential: 760 tril Btu</p> </div>	2.9 mil ac ft	\$960 mil <i>Savings from status quo</i>
Large Lot	Small Lot	Townhome	Multifamily																										
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31%	18%	11%	40%																										
Resulting Housing Mix 2035																													
<div data-bbox="105 1628 944 1917"> <h3>4</h3> <p>Mixed-Use Walkable</p> <p>Standard Suburban: 2% Urban Infill: 56% 42%</p> <table border="1"> <tr> <td>Large Lot</td> <td>Small Lot</td> <td>Townhome</td> <td>Multifamily</td> </tr> <tr> <td>1%</td> <td>3%</td> <td>8%</td> <td>88%</td> </tr> <tr> <td colspan="4">New Growth to 2035</td> </tr> <tr> <td>31%</td> <td>14%</td> <td>8%</td> <td>47%</td> </tr> <tr> <td colspan="4">Resulting Housing Mix 2035</td> </tr> </table> </div>	Large Lot	Small Lot	Townhome	Multifamily	1%	3%	8%	88%	New Growth to 2035				31%	14%	8%	47%	Resulting Housing Mix 2035				46 sq mi	<div data-bbox="1199 1729 1308 1846"> <p>Capital: \$25 bil</p> <p>Operations/Maintenance: \$25 bil</p> </div>	17,990 mi per HH	4.7 bil gal	<div data-bbox="1889 1729 2107 1846"> <p>Fuel/Automobile: \$13,150 per HH</p> <p>Energy/Water: \$13,150 per HH</p> </div>	<div data-bbox="2122 1729 2293 1846"> <p>Transportation: 85 MMT</p> <p>Building: 85 MMT</p> </div>	<div data-bbox="2355 1729 2526 1846"> <p>Commercial: 745 tril Btu</p> <p>Residential: 745 tril Btu</p> </div>	2.8 mil ac ft	\$990 mil <i>Savings from status quo</i>
Large Lot	Small Lot	Townhome	Multifamily																										
1%	3%	8%	88%																										
New Growth to 2035																													
31%	14%	8%	47%																										
Resulting Housing Mix 2035																													

SECTION VIII. CONTRACT TERMS

CONTRACT TERMS

CONTRACT TERMS

All contract terms are acceptable to Calthorpe Associates, with the exception of Section 9.10: Assignment of Rights. Whereas all scenarios, data, and documents shall remain the property of the client as per the language in the sample contract, Calthorpe Associates shall retain the copyright and intellectual property associated with UrbanFootprint. UrbanFootprint, its 'stack' of software components, and its use and advancement, is governed by open source software licenses. Calthorpe Associates has worked with California MPOs on contract language that ensures these open source licenses and their intent, as well as the copyright of the software. Such language can be shared and customized as necessary and appropriate if Calthorpe Associates is chosen as the consultant for this project.

Funding Agreement
Between
Sonoma County Department of Transportation and Public Works
And
Sonoma County Agricultural Preservation and Open Space District
SONOMA COUNTY URBAN FOOTPRINT PROJECT

This Agreement is made and entered into this 3rd day of February, 2014, between the Sonoma County Agricultural Preservation and Open Space District, hereafter referred to as "Grantee", and the Department of Transportation and Public Works, hereinafter referred to as "DTPW."

SECTION I

RECITALS:

- 1) DTPW is authorized to accept grant funds from the California Department of Transportation ("Caltrans") pursuant to an agreement between DTPW and Caltrans. DTPW is the authorized recipient and administrator for all such funds on behalf of the County of Sonoma.
- 2) DTPW has been authorized by the Board of Supervisors of the County of Sonoma ("County") to partner with other agencies, including Grantee, as grant applicants so that the applicants might have access to non-infrastructure grant funds through the One Bay Area Grant (OBAG) Priority Conservation Area (PCA) Grant Program. Funds under this program are to be used to support Plan Bay Area by preserving and enhancing the natural, economic and social value of rural lands amidst growing population across the Bay Area.
- 2) Grantee requested to partner with DTPW in order to apply for said grant funds and was awarded a \$250,000 grant to fund development of a scenario-based planning model to allow evaluation of impacts of various land use scenarios.
- 3) TPW and Grantee desire to enter into this Funding Agreement to allow Grantee to implement specified eligible activities under the OBAG PCA Grant Program, and be reimbursed for such activities via DTPW's agreement with Caltrans.

SECTION II

GRANTEE AGREES:

- 1) To implement the Sonoma County Urban Footprint Project, hereinafter referred to as the "Project," in accordance with the description and implementation schedule in Attachment A.

- 2) To apply all funds received under this Agreement to the Project consistent with the mutually agreed to terms and conditions contained in this Agreement and as described in Attachment A.
- 3) To require that any recipients of funds allocated through this Agreement shall, for the duration of the Project and for five (5) years following completion of the Project, in a timely fashion make available to the DTPW or to an independent auditor selected by the DTPW all records relating to Project performance and expenses incurred in implementing the Project for which funding was received.
- 4) In instances where work will be contracted out, to be responsible for advertisement and evaluation of prospective consultants or contractors, subsequent award of work, and subsequent completion of such work, consistent with this Agreement and with applicable Caltrans guidelines.
- 5) To manage consultant or contractor activities for the Project, including responsibility for technical direction, schedule, budget and verifying/documenting completion of Project activities to acceptable quality standards.
- 6) To keep necessary records of Project performance as specified in Attachment A, including the administration and completion of surveys required under the grant program.
- 7) To prepare invoices for expenses to which the grant funds will be applied to be submitted to DTPW at a minimum of every six months during the grant program. Invoices are to include hours and pay rate of employees funded under the grant as well as all necessary documentation to back up the request for funds. Backup for invoices will be submitted in duplicate hard copy as required by Caltrans. Grantee will also submit a copy of their single audit to DTPW annually.
- 8) To assure that all funds received under this agreement are expended only in accordance with all applicable provisions of law.
- 9) To bear the responsibility and costs of any overruns on the grant program, including the authorized personnel time expended by employees of DTPW as set forth in Section 3 hereof and any activities and costs listed in Attachment A.

SECTION III

DTPW AGREES:

- 1) To forward to Caltrans the invoices prepared and submitted by Grantee in accordance with Caltrans requirements. Once funds are reimbursed by Caltrans,

DTPW will route funds to Grantee in accordance with deposit coding provided to DTPW by Grantee.

- 2) To communicate to Grantee any requests or questions from Caltrans related to the Project or Grantee's submitted invoices, and upon Grantee's request, to assist Grantee in complying with any such request and in obtaining reimbursement for Project activities.
- 3) To provide Grantee with an accounting of all hours expended by DTPW on grant activities after the effective date of this Agreement at a minimum of every six months during the grant program. DTPW further agrees that DTPW shall not expend any time on grant activities other than the time reasonably necessary to fulfill DTPW's responsibilities under this Agreement. It is the intent of the parties that DTPW shall only undertake activities outlined in this Agreement in connection with the Project and shall bear no costs for such activities. DTPW shall be paid for the time expended by its employees up to \$10,000 by application of the appropriate index and subobject to the employee time records for any such time expenditures.
- 4) To provide timely notice to Grantee prior to conducting an audit of the records of Grantee or any third party recipient of grant funds hereunder.

SECTION IV

IT IS MUTUALLY AGREED:

- 1) Term: This Agreement will remain in effect until the earlier of (a) completion of the Project and final disbursement of funds by DTPW to Grantee hereunder, or (b) three years from the date of this Agreement, unless earlier terminated as provided below. This three-year period may be extended if mutually agreed to in writing by both parties.
- 2) Termination: This Agreement may only be terminated by the written consent of both parties to such termination.
- 3) Indemnity: . Each party shall indemnify, defend, protect, hold harmless, and release the other, its officers, agents, and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any act, omission, or negligence of such indemnifying party or its agents, employees, contractors, subcontractors, or invitees. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefit acts. This indemnity provision survives the Agreement.

- 4) Notices: Any notice which may be required under this Agreement shall be in writing, shall be effective when received, and shall be given by personal service, or by certified or registered mail, return receipt requested, to the addresses set forth below, or to such addressed which may be specified in writing to the parties hereto.

DTPW:

Tasha Houweling, DTPW
2300 County Center Drive, Suite B100
Santa Rosa, CA 95403

Grantee:


Karen Gaffney
Sonoma County Agricultural Preservation & Open Space District
747 Mendocino Ave, Suite 100
Santa Rosa, CA 95401

- 5) Contacts: Grantee designates Karen Gaffney, Conservation Planning Manager to act as contact and liaison with the DTPW. The DTPW designates Tasha Houweling, ASO (565-3634) as contact and liaison with Grantee.
- 6) Additional Acts and Documents: Each party agrees to do all such things and take all such actions, and to make, execute and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent and purpose of the Agreement.
- 7) Integration: This Agreement represents the entire Agreement of the parties with respect to the subject matter hereof, and all such agreements entered into prior hereto are revoked and superseded by this Agreement, and no representation, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements.
- 8) Amendment: This Agreement may not be changed, modified or rescinded except in writing and signed by all parties hereto. Any attempt at oral modification of this Agreement shall be void and of no effect.
- 9) Relationship: Grantee and DTPW each render any services under this Agreement as independent entities and do not intend to create a partnership, joint venture, joint enterprise, or any business relationship other than that expressly set forth herein. None of the Grantee's agents or employees shall be agents or employees of the DTPW, nor shall DTPW's agents or employees be agents or employees of Grantee.

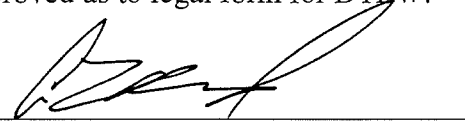
- 10) Assignment: This Agreement may not be assigned, transferred, hypothecated, or pledged by any party without the express written consent of the other party.
- 11) Severability: Should any part of this Agreement be declared unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement which shall continue in full force and effect; provided that, the remainder of this Agreement can, absent the excised portion, reasonably interpreted to give effect to the intentions of the parties.

In witness whereof, the parties have executed this Agreement as of the date first written above.

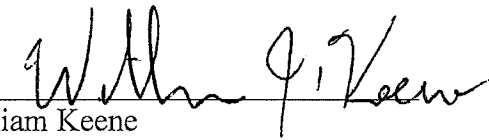
DTPW:

By: 
Susan R. Klassen, P.E.
Director
Transportation and Public Works

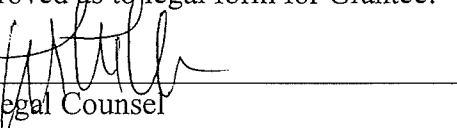
Approved as to legal form for DTPW:

By: 
Legal Counsel

GRANTEE:

By: 
William Keene
Manager
Sonoma County Agricultural Preservation
and Open Space District

Approved as to legal form for Grantee:

By: 
Legal Counsel

ATTACHMENT A
PROJECT DESCRIPTION

OBAG Priority Conservation Area Grant Program

Caltrans Field Review

Project Description: Sonoma County Urban Footprint

Goal: Develop an integrated approach to analyzing land use scenarios in Sonoma County, and provide a tool to better value the benefits of conservation during planning efforts conducted by agencies of Sonoma County.

Overview:

The project is located in Sonoma County. The Sonoma County Agricultural Preservation and Open Space District (SCAPOSD) and the Regional Climate Protection Authority (RCPA) will create an integrated approach to analyzing land use scenarios in Sonoma County. The modeling tool developed in this project will quantify the impacts of land use plans and projects on transportation, water supply, built environment, GHG emissions, and agricultural and natural landscapes. Specifically it will allow for a better valuation of actions to preserve rural lands and open space by illustrating the link between conservation and reduced VMT, emissions, energy costs, maintenance and infrastructure costs, and public health costs. Sonoma County will develop a spatially explicit modeling tool that integrates Priority Conservation Areas (PCAs) and Priority Development Areas (PDAs), includes analyses from multiple sectors, and develops scenarios for policy and management decisions. The analysis, scenario building and reporting elements of this tool are expected to support Sonoma County agencies and the public in effectively complying with the goals of Plan Bay Area, SB 375, and AB 32 and in protecting the farmland and open space that are central to the character of Sonoma County. The development of this tool will include the enhancement of conservation elements to ensure that PCAs are fully represented and integrated into the model; other Counties will be able to utilize these enhancements in their own land use analysis moving forward to better evaluate PCAs.

Project Detail:

The Open Space District will hire a consultant to develop a scenario-based planning model that will allow for the evaluation of existing conditions, existing plans, and future plans with respect to:

- Land consumption
- VMT by mode & fuel consumption
- Greenhouse gas emissions and other air pollution emissions from transportation and buildings, possibly other sectors
- Household costs for housing, transportation, and utilities
- Public health and safety impacts and costs
- Local fiscal impacts

The project will involve the following key steps:

1. **Data Organization:** the Open Space District and RCPA will work with the consultant to identify, develop, and refine the place and building types used to map land use, urban form, and demographic variables at a parcel level. These data will serve as the building blocks of existing and future plan scenarios.
2. **Base Data Loading:** A dataset of existing conditions in Sonoma County will be assembled to serve as “current conditions” scenario and serve as the base environment upon which future scenarios can be built and analyzed.
3. **Model Calibration and Analytical Engine Refinement:** To prepare for the model’s use in analyzing scenarios in Sonoma County, its analytical engines will undergo a round of calibration and customization to ensure that model outputs are reliable, defensible, and ready for use in internal and public settings. This includes calibration and verification of the model’s water and energy, land consumption, household cost, emissions, fiscal, public health, and transport engines. This will include review and customization of energy, water, and transportation policy sets (i.e. building conservation policies, vehicle fleet mix and efficiency measures, energy generation policies) that integrate with modeling engines and impact scenario performance. It may also include customization of certain analytical engines and/or the integration of more refined options for climate change/GHG and open space-related policies and analytical methods as appropriate in Sonoma County.
4. **User Interface Customization:** Enhancements, customization, and upgrades will be made to the model’s graphical user interface (GUI) and will be closely coordinated with Sonoma County agency needs. A main focus of this task will be on developing compelling and interactive scenario maps, scenario comparison, and results charting within the primary web-based user interface in order to make sure that the model is easily used and accessible to many users in Sonoma County.
5. **Future Scenario Development:** A range of future scenarios will be developed as a ‘starter set’ around which to explore the impacts of different Sonoma County futures. These scenarios will be analyzed for the full range of environmental, fiscal, quality of life, and public health measures. Scenarios will likely include a business-as-usual future, a compilation of existing city and county general plans (planned future), and a depiction of the adopted regional Sustainable Communities Strategy (SCS). Scenarios to test additional land use, transportation, and policy options may be identified to pilot individual jurisdiction or agency specific scenario analysis options.

Timeline:

An RFP will be issued after successful completion of the Field Review, and will be publicly noticed for at least thirty days. A contract will not be awarded until after receipt of the Authorization to Proceed. The Open Space District anticipates that the project can be completed within one year of the date a contract is awarded.



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Directors, Sonoma County Water Agency

Board Agenda Date: November 14, 2014

Vote Requirement: Majority

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

Staff Name and Phone Number:

Steve Koldis 547-1914

Supervisorial District(s):

Fifth

Title: Mirabel Fish Screen and Fish Ladder Replacement Change Order

Recommended Actions:

Approve and authorize the General Manager to execute Change Order No. 3 to a contract with F&H Construction, Inc. totaling \$142,000 for additional work required to maintain minimum in-stream flows and complete a rock fish passage.

Executive Summary:

Mirabel Fish Screen and Fish Ladder Replacement Project (Project) consists of construction of a vertical slot fish ladder, fish screen with 6 intake bays, and viewing gallery with 400 square feet of viewing windows at 10290 Westside Road, near the unincorporated town of Forestville, Sonoma County, California. The work includes, but is not limited to, demolition of the existing intake structure, construction of a temporary dam and rock fish passage upstream of the Wohler Bridge, pipe pile foundation system, fish screen cleaning system with a vertical traveling brush and controller, and dewatering of the river channel and groundwater as necessary to maintain dry working conditions. The work covers approximately one acre of previously developed land requiring earthwork removal in the riverbank to create facility access and maintenance roads.

BACKGROUND

On September 24, 2008, the National Marine Fisheries Service issued its Russian River Biological Opinion assessing the impact of the Water Agency's operations within the Russian River watershed. The Biological Opinion includes "Reasonable and Prudent Measures" that the Water Agency is required to undertake to modify its operations in the watershed, including a requirement to consult with National Marine Fisheries Service on the design and construction of a new fish screen associated with the Water Agency's Russian River diversion facilities at the Mirabel inflatable dam.

In 2009, a feasibility study addressing the requirement for a new fish screen was prepared and a preferred alternative was identified. The new vertical slot fish ladder was chosen to replace the existing ladder to better accommodate a wider range of fish passage and increase flow capacity which increases

fish screen sweeping velocity and decreases the required fish screen surface area. Educational observation points were added with a viewing platform on the upper levee road above the Mirabel Dam and a viewing gallery integrated into the side of the fish ladder will enhance educational opportunities related to Russian River fisheries for the approximate 3,000 schoolchildren per year that visit the site as part of the Water Agency's water education program.

Funding approval through the Department of Fish and Wildlife's Fisheries Restoration Grant Program (FRGP) has been received for the Project. Partial funding for the Project will be provided through this program in the amount of \$1,183,138.00.

The Board awarded the project on June 10, 2014 to the lowest responsible bidder, F&H Construction, Inc., in the amount of \$12,032,000 which will be paid out of the Common Facilities Fund.

CHANGE TO TEMPORARY DAM TO MAINTAIN MINIMUM DOWNSTREAM FLOWS

As a result of the Project, the Mirabel rubber dam has to be deflated to facilitate construction. Installation of a temporary dam in the vicinity of Wohler bridge was necessary to mimic the performance of the rubber dam as if it were still in service. Without the presence of either the Mirabel rubber dam or temporary dam, the production capacity of the groundwater aquifer at the Wohler facility would have been reduced. Construction of the temporary dam results in the creation of a deep pool of water which induces pressure on the soil column keeping the groundwater aquifer saturated. F&H Construction, Inc. was requested to install a series of water control gate structures, including 2 flashboard openings and a 36" gate that could be incrementally controlled to adjust for variable flow conditions. This allowed Water Agency staff to maintain minimum in-stream flows in the lower Russian River while accomplishing the goal of creating a pool of water behind the cofferdam. Change Order No. 1 in the amount of \$49,990 was executed under the authority of the Water Agency General Manager. This change order included the installation of a 36" gate in the temporary dam. Change Order No. 3 includes compensation for the installation of the two flashboard openings in the amount of \$20,000.

CHANGES FOR ROCK FISH PASSAGE AROUND THE TEMPORARY DAM

The purpose of the temporary dam is to create a deep pool upstream and maintain a normally flowing river downstream. This causes a barrier to fish passage; therefore a rock fish passage was included in the construction bid documents. To complete the design a topographic survey was completed. However, the project was not started the same year as the survey and, after one winter season, the river had scoured material from the river bank and deposited sediment within the river channel thereby changing the quantity of earthmoving, the length of the temporary dam, and the rip rap installation anticipated by the contract. Also, additional earthwork and rock riprap was needed to protect the rock fish passage from in-stream flows and to maximize its effectiveness. Change Order No. 2 in the amount of \$19,240 was executed under the authority of the Water Agency General Manager to increase the length of temporary dam. Change Order No. 3 includes the work to install and remove additional earthwork and rip rap associated with the changed topography and to protect the rock fish passage, the cost of which totals \$122,000. Change Order No. 3 consists of this work and the work to install the two flashboard openings in the temporary dam described above, for a combined total of \$142,000.

For this and other projects, a thorough Project Manual containing contracting and general requirements is created by legal and technical professionals in order to ensure contractor accountability and

anticipate potential changes. Due to the difficulty of working in a dynamic riverine environment and the complexity of this Project, it is possible that there will be additional change orders as this Project continues through 2015. A contingency reserve is included in the budget for the contract, and staff work to ensure that costs of any change orders are minimized.

Prior Board Actions:

07/22/2014 Approved amended agreement between Water Agency and HDR Engineering, Inc., for engineering and design services for Project. Cost: added \$393,828; expanded funding requirements; term end November 30, 2016.

06/10/2014 Authorize the Chair to execute a contract with F&H Construction for \$12,032,000 for the construction of the Project and make certain findings as necessary to relieve Blue Iron, Inc. of its Bid.

04/16/2013 Approved amended agreement between Water Agency and HDR Engineering, Inc., for engineering and design services for Project. Cost: added \$449,945; expanded funding requirements; term end March 31, 2016.

01/29/2013 Resolution Determining that the Project Will Not Have a Significant Adverse Effect on the Environment; Approving the Initial Study and Mitigated Negative Declaration Of Environmental Impact for the Project; Adopting a Mitigation Monitoring Plan for Project; and Authorizing the Filing of a Notice of Determination.

06/21/2011 Approved agreement between Water Agency and HDR Engineering, Inc., for engineering and design services for Project. Cost \$509,494.

Strategic Plan Alignment Goal 3: Invest in the Future

The subject item meets Goal 3 by providing infrastructure upgrades to meet regulatory requirements.

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	\$	Water Agency Gen Fund	\$
Add Appropriations Req'd.	\$ 142,000	State/Federal	\$
	\$	Fees/Other	\$ 142,000
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 142,000	Total Sources	\$ 142,000

Narrative Explanation of Fiscal Impacts (If Required):

Funds for these change orders come from the common facilities fund balance, and are being appropriated in the first quarter FY 14-15 consolidated budget adjustment.

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:

Change Order No. 3 (1 copy)



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Directors, Sonoma County Water Agency

Board Agenda Date: November 14, 2014

Vote Requirement: Majority

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

Staff Name and Phone Number:

Courtney Ellerbusch 547-1961

Supervisorial District(s):

All

Title: As-Needed Database and Web Development Services

Recommended Actions:

Authorize Chair to execute the second amended agreement with Dina Luvishis for as-needed database and web development services, increasing Consultant's rate by \$5 per hour to \$70 per hour and the not-to-exceed amount by \$90,000, and extending the Agreement term by two years for a new agreement total not to exceed \$170,000 and end date of December 31, 2016.

Executive Summary:

HISTORY OF ITEM/BACKGROUND

On November 20, 2012, Sonoma County Water Agency (Water Agency) entered into an agreement (Agreement) with Dina Luvishis (Consultant) to perform maintenance and development for the following database, user, and web application systems, and to begin new assignments related to the following:

1. Ongoing Biological Opinion and Stream Maintenance Program regulatory compliance, natural resource planning and environmental document preparation.
2. Continued support of multiple field data collection applications used as resource for Geographic Information Systems projects related to engineering and environmental activities.
3. Administrative information management systems to improve efficiency and facilitate the Water Agency's goal of International Standards certification.
4. Additional programming as needed.

On March 24, 2014, the first amended Agreement extended the term end to December 31, 2014 at no additional cost. In the 2013 calendar year, \$33,261.15 was spent under this agreement. The projected expenditure for the 2014 calendar year is \$40,000.

Completed work includes:

- a) Fleet Service Requests Management System - This is a database and web request form for managing vehicle service requests, approval and assignment forms with email notifications and

tracking S.A.P. order information. This had an additional task of importing, converting, and "scrubbing" existing data from MS Excel into SQL database.

- b) Dry Creek Project Right of Way database – This database and web editing interface was developed for the multi-phased, multiyear Dry Creek Habitat Enhancement Project. The Water Agency has to acquire access rights, temporary construction easement and long term (25 year) maintenance easements to all the properties along several miles of Dry Creek (phased by mile). Each property requires a multitude of requirements, restrictions, scheduling and communication between the Water Agency, Consultants and contractors. This database and resulting web map provides real time communication to all participants enabling an efficient construction progress while preserving property owner relations.
- c) Watershed Partnership Program (Tier three mitigation). This database and data editing interface web form was designed to track and manage Water Agency funded (N.G.O.) partners in the Stream Maintenance Programs mitigation efforts.
- d) S.A.P. Orders Management System – Translation of S.A.P. project order numbers into S.Q.L. database for web friendly staff project review and to make project numbers more easily accessible to other Agency database forms.
- e) FOG (sanitation Fats, Oils, and Grease) monitoring/maintenance database – This database tracks Water Agency Sanitation Districts commercial monitoring manhole for inspections, maintenance and cleaning scheduling. It also maintains (plumbing) record documentation reference. This database has a web form front end for data entry and search.

Current and on-going work includes:

- a) Water Conservation database and web page – Part of grant program for Sonoma County and Mendocino County (selected participants) to replace lawns for cash. Web site is application/eligibility application.
- b) Stream Maintenance Program Reach characterization - Web forms built for field data collection. Field data collection method/platform recently developed now in test mode. Deployment using multiple platforms still to be developed. Back end data analysis to be done after field work complete.
- c) Agency Right of Way database - Requires updating, some "data scrubbing" and new, expanded editor Web based interface.
- d) Mitigation Monitoring Plan Database and Web Application (Phase II) – Additional report (forms) required as well as edits/adds to existing report forms.
- e) Generally, all databases and form interfaces require attention from time to time.

SECOND AMENDED AGREEMENT

Under the proposed second amended agreement, Consultant will continue to provide as-needed database and web development services.

The second amended Agreement increases Consultant's rate by \$5 per hour to \$70 per hour and the not-to-exceed amount by \$90,000, and extends the Agreement term by two years for a new agreement total not to exceed \$170,000 and end date of December 31, 2016.

SELECTION PROCESS

On September 12, 2012, the Water Agency invited statements of qualifications from firms or individuals

interested in providing database and web development services.

Invitations were sent to six firms or individuals; the invitation was also posted online. Four firms or individuals responded with statements of qualifications. Based on evaluation of statements of qualifications, Water Agency staff developed a list of three qualified firms or individuals, including the County of Sonoma’s Information Systems Department, Dina Luvishis of Santa Rosa, and Moosepoint Technologies in Sonoma.

For the subject agreement, Consultant was selected to develop project-level databases with a variety of input interfaces as well as potential mobile applications for field data collection, and other related tasks. Consultant was selected based on general overall experience in combination with specific experience with Water Agency programs and projects, as well as familiarity with particular applications and databases.

Prior Board Actions:

11/20/2012 Approved agreement between Water Agency and Dina Luvishis for as-needed database and web development services. Cost \$80,000; term end June 30, 2014
 06/14/2011 Approved agreement between Water Agency and Dina Luvishis for as-needed database and web development programming services. Cost \$75,000; term end June 30, 2013

Strategic Plan Alignment Goal 3: Invest in the Future

The work under this agreement supports County Goal #3: Invest in the Future, by maintaining and improving the Water Agency’s ability to plan for the future and function in the present in critical areas such as accounting, finance and recordkeeping, water resource planning, engineering, sanitation, water transmission and environmental activities and compliance, and more.

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

Fiscal Summary - FY 14-15

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 90,000	Water Agency Gen Fund	\$ 90,000
Add Appropriations Reqd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 90,000	Total Sources	\$ 90,000

Narrative Explanation of Fiscal Impacts (If Required):

Budgeted amount of \$90,000 is available from FY 2014/2015 appropriations for the General fund. No additional appropriation is required.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

Attachments:

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

Amended Agreement (4 copies)



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Directors, Sonoma County Water Agency

Board Agenda Date: November 14, 2014

Vote Requirement: Majority

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

Staff Name and Phone Number:

TiLiAnne Tanner / 547-1068

Supervisorial District(s):

All

Title: Remote Website Hosting and Services

Recommended Actions:

Authorize Chair to execute an agreement with Vistrionix, LLC, for remote website hosting and services for IBM® Maximo® asset management software for the amount of \$139,000; agreement terminates on July 31, 2016.

Executive Summary:

HISTORY OF ITEM/BACKGROUND

Sonoma County Water Agency (Water Agency) is responsible for providing a safe and reliable water supply for approximately 600,000 people in Sonoma and northern Marin counties. In addition, Water Agency operates nine sanitation zones and districts and one hydroelectric power plant; operates and maintains service vehicles and heavy equipment; and maintains 300 miles of flood control channels.

Since 1996 the Water Agency has used IBM® Maximo® Asset Management Software (Maximo) to manage assets and provide document control functions related to asset management. The web-based version of this software allows the software and related databases to be stored and managed remotely by a third party over a secure internet connection.

The Maximo software product is a Computerized Maintenance Management System that maintains a database of the Water Agency's various maintenance operations including asset management, workflow mapping, and automated record management processes. Since 1996, the Water Agency has used the Maximo software product to manage assets and provide document control functions related to asset management for Water Agency's operations and maintenance functions. The Water Agency first purchased Maximo Version 3 in 1996, Upgraded to Maximo 4 in 1999, upgraded to Maximo 7 in 2010, and is now using version 7.5.0.2. Currently, Maximo is hosted off-site under contract with Technology Associates International Corp., which is a subsidiary of Vistrionix. The current agreement was for approximately two years and \$23,964.03 and expired on July 31, 2014. Licensing and hardware costs were paid through Purchasing separate from the agreement and were \$42,000 and \$20,000,

respectively, for two years. Hosting services consist of systems, hardware, and network support including account management, security of equipment and data, and customer assistance.

The Water Agency utilizes Maximo to track asset maintenance within the Water Agency's water transmission, wastewater, fleet, and hydroelectric enterprises.

SELECTION PROCESS

On May 16, 2014, Water Agency issued a Request for Qualifications to the following five firms and also posted the Request for Qualifications on its webpage.

The five firms listed below submitted Statements of Qualifications:

1. Birlasoft, Edison, NJ
2. TRM Alexandria, VA
3. Vistronix, Carlsbad, CA
4. IBM, Sacramento, CA
5. Projetechn, Cincinnati, OH

The following criteria were used to evaluate each firm:

- 1) Responsiveness to the work requirements
- 2) Professional qualifications and overall performance commitment
- 3) Demonstrated ability to perform the work in accordance with good practices common to the industry
- 4) Exceptions to agreement terms
- 5) Local Service Provider Preference

Vistronix was selected to perform the work because Vistronix showed excellent responsiveness through its detailed statement of experience, which covered all of the Water Agency's requirements. Vistronix also showed its professional qualifications and overall performance commitment through the resumes of its employees and Vistronix's sub-contractor with solid experience and qualifications in accordance with Water Agency's work requirements. Furthermore, Vistronix's previous experience working with Water Agency (under Vistronix's former name: Technology Associate International Corporation) has proven Vistronix's ability to perform the work in accordance with best practices common to the industry and Water Agency's needs.

SERVICES TO BE PERFORMED

Under the proposed agreement, Vistronix will provide hosting services that consist of systems, hardware and network support including account management, security of equipment and data, and customer assistance. Specific tasks include operation, support, emergency maintenance, scheduled maintenance, Water Agency staff training, and monthly reports.

The increased cost for the proposed agreement reflects an expanded scope of work, for example, system analysis and reports that will result in system improvements for staff to reduce costs for the preventive maintenance and corrective maintenance process, and including licensing and hardware costs in the agreement.

Prior Board Actions:			
12/08/2009: Approved amended agreement between Water Agency and Technology Associates International Corporation for Maximo Asset Management Software Upgrade. Add \$170,000; term end June 30, 2010.			
08/12/2008: Approved agreement between Water Agency and Technology Associates International Corporation for Maximo Asset Management Software Upgrade. Cost \$53,680; term end December 31, 2008.			
Strategic Plan Alignment Goal 3: Invest in the Future			
County Goal 3: Invest in the Future. The agreement meets this goal by investing in infrastructure and systems to save money in the long-term.			
Water Agency Organizational Goals and Strategies, Goal 1: Increase organizational efficiency, effectiveness, and resilience to natural disasters.			
Fiscal Summary - FY 14-15			
Expenditures		Funding Source(s)	
Budgeted Amount	\$ 139,000	Water Agency Gen Fund	\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Multiple Funds Fees/Other	\$ 139,000
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 139,000	Total Sources	\$ 139,000
Narrative Explanation of Fiscal Impacts (If Required):			
Budgeted amount of \$139,999 is available from FY 2014/2015 appropriations for the Water, Fleet, Sonoma Valley, and Russian River funds. No additional appropriation is required.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
N/A			

Attachments:

None.

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

Agreement (Four copies)

RW\\fileserver\Data\CL\Agenda\agrees\11-14-2014 WA Remote Website
Hosting_summ.docm

CF/0-0-21 Vistronix, LLC (Agree for Remote Website Hosting of IBM Maximo
Asset Management Software) TW 13/14-148 (ID 5054)



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 Valley County Sanitation District

Board Agenda Date: November 14, 2014

Vote Requirement: 2/3 - SVCSD

Department or Agency Name(s): Sonoma Valley County Sanitation District

Staff Name and Phone Number:

Vic Swift 547-1975

Supervisorial District(s):

First

Title: Sonoma Valley Trunk Main Replacement Project Geotechnical and Environmental Site Assessment

Recommended Actions:

1. Authorize the Chair to execute a first amended agreement with Kleinfelder, Inc. increasing the amount payable by \$11,472 and expanding the scope of work to include additional geotechnical borings, for a new not-to-exceed agreement total of \$187,438 and retaining the same end date of March 31, 2017.
2. Authorize Chair to execute a first amended agreement with ERM-West, Inc. increasing the amount payable by \$2,500 and expanding the scope of work for the Phase 2 Environmental Site Assessment to include additional field work for more borings, for a new not-to-exceed agreement total of \$36,085 and retaining the same end date of July 31, 2015.

Executive Summary:

HISTORY OF ITEM/BACKGROUND

The Sonoma Valley County Sanitation District (District) conducted a Wet Weather Overflow Study published in March 2002 which evaluated the District's sewer capacity. In October 2011, the District conducted a Phase I Environmental Site Assessment (Assessment) from Studley Street at 6th Street West to Happy Lane. In August 2012, the District conducted a Geotechnical Investigation for Agua Caliente Creek Crossing.

The District's Trunk Main Replacement Phase IV Project (Project), from Sixth Street West to Happy Lane, is the fourth segment of pipe to be replaced in a multi-year programmatic effort to replace aging and deteriorating collection system infrastructure in the District. The Project will help alleviate wet weather overflows along the collection system. Recommendations on the soil conditions and groundwater are needed in order to facilitate design and construction.

The District and Kleinfelder, Inc. entered into an agreement for geotechnical services for the Project, dated April 15, 2014 in the amount of \$175,966.

The District and ERM-West, Inc. entered into an agreement to provide a Phase 2 Assessment to evaluate potential hazardous materials in the vicinity of the Project, dated April 22, 2014 in the amount of \$33,585.

Additional drilling and field work is now required by both consultants to complete environmental testing. Soil conditions found at two of the Project's boring sites precluded successful completion of the borings utilizing the planned direct push drilling method. Deployment of the rotary hollow stem drilling machine is necessary to reach the depths required to collect the remaining samples.

SELECTION PROCESS

Selection of Kleinfelder, Inc. for Agreement for Geotechnical Services for Replacement of District's Trunk Main:

On June 7, 2013, District issued a Request for Proposals which posted to the Sonoma County Water Agency website and was sent to 17 firms. Four firms submitted proposals, but after a thorough review of the proposals received, District staff determined that submittals lacked the proper documentation for Disadvantage Business Enterprise outreach. On September 19, 2013, the District reissued the Request for Proposals with an additional requirement of attendance at a mandatory Project information meeting. The Request for Proposals was posted to the website and sent to 15 firms. The following ten firms attended and submitted proposals:

1. Brunsing Associates, Santa Rosa
2. Cal Engineering & Geology Inc., Walnut Creek
3. Kleinfelder, Inc., Santa Rosa
4. BSK Associates, Livermore
5. AGS Inc., San Francisco
6. Fugro Consultants Inc., Oakland
7. Hatch Mott MacDonald, Pleasanton
8. Geosphere Consultants Inc., San Ramon
9. Engeo Inc., San Francisco
10. Moore Twining Associates Inc., Sacramento

The following criteria were used to evaluate each firm: Responsiveness to the work requirements, professional qualifications, demonstrated understanding of the Project requirements and ability to perform the work, compliance with Disadvantage Business Enterprise outreach, proposed schedule, and costs.

Kleinfelder, Inc. was selected based on demonstrated experience and qualifications to perform the required work, including extensive geotechnical engineering expertise on trenched and trenchless sewer and water installation projects, working within Caltrans right of way, and on conducting trench shoring and dewatering evaluations.

Selection of ERM-West, Inc. for Agreement for the District's Sixth Street to Happy Lane Trunk Main Replacement Project - Phase 2 Environmental Site Assessment:

ERM-West Inc. was selected from a list of qualified environmental site assessment and field investigation consultants developed through a competitive selection process conducted in September, 2012. District issued a Request for Qualification to 41 firms. The following 22 firms responded:

1. Arcadis, Petaluma
2. Brunsing Associates, Inc., Santa Rosa
3. Conestoga-Rovers & Associated, Sonoma
4. EBA Engineering, Santa Rosa
5. Ed Clark & Associates, Inc., Rohnert Park
6. Erler & Kalinowski, Inc., Burlingame
7. Environmental Geology Services, Santa Rosa
8. ERM-West, Inc., Walnut Creek
9. Frey Environmental, Newport Beach
10. Fugro Consultants, Inc., Ventura
11. Geocon Consultants, Inc., Palm Desert
12. Geologica, San Francisco
13. GHD, Santa Rosa
14. Harris & Lee Environmental Sciences, San Rafael
15. Hurvitz Environmental, Sebastopol
16. Kennedy Jenks Consultants, Santa Rosa
17. Millennium Consultants, Inc., Somerset
18. Ninyo & Moore, Oakland
19. PES Environmental, Inc., Novato
20. Professional Services Industry, Inc., Oakland
21. Roken Engineering Services, Santa Rosa
22. Tetra Tech, Oakland

Five of the respondents met the minimum qualification required and ranked highest in the evaluation. The following criteria were used to evaluate each firm: Experience performing soil and hydrogeologic investigations, professional qualifications, experience developing regulatory strategies for site closure, and demonstrated ability to perform the work in accordance with best practices common to the industry.

ERM-West, Inc. was selected for the Phase 2 Assessment work because it exhibited significant experience and expertise with this type of work on past projects, has extensive experience in conducting this type of work in the region, successfully conducted the Phase 1 Assessment, and provided a reasonable schedule.

SERVICES TO BE PERFORMED

Under the proposed amended agreements:

Kleinfelder, Inc. will continue to provide geotechnical engineering services for design and construction of new sewer trunk main, including, but not limited to, soil sampling, testing, analyses, preparation of a geotechnical engineering report, construction support services, as well as conduct borings with rotary

hollow stem drilling equipment on two additional boring sites to complete the necessary samples for environmental testing by ERM-West. Inc.

The cost of services provided by Kelnfelder West, Inc. will not exceed a new agreement total of \$187,438, and will retain the same end date of March 31, 2017.

ERM-West, Inc. will continue to conduct a Phase 2 Assessment, including testing and analyzing soil and groundwater to evaluate whether hazardous materials from the sites along the Project route identified in the previous Phase 1 Assessment have contaminated the soil or groundwater to an extent that could affect the Project. Additional time will be spent in the field during the additional borings conducted by Kelnfelder, Inc.

The cost of services provided by ERM-West, Inc. will not exceed a new agreement total of \$36,085 and will retain the same end date of July 31, 2015.

Prior Board Actions:

4/22/2014 Approved agreement between District and ERM-West, Inc. for Phase 2 Environmental Site Assessment. Cost \$33,585; term end July 31, 2015.

4/15/2014 Approved agreement between District and Kelnfelder, Inc. for geotechnical services. Cost \$175,966, term end March 31, 2014.

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

This item supports the County Strategic plan Goal 1 by providing a sanitary means of conveying sewage while reducing the potential for future wet weather overflows.

Water Agency Sanitation Goals and Strategies, Goal 1: Meet or exceed environmental regulations and public health standards.

Fiscal Summary - FY 14-15

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 13,972	Water Agency Gen Fund	\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$ 13,972
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 13,972	Total Sources	\$ 13,972

Narrative Explanation of Fiscal Impacts (If Required):

Budgeted amount of \$13,972 is available from FY 2014/2015 appropriations in the Construction Fund Trunk Main Phase 4 Project. No additional appropriation is required.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

Attachments:

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

Two Amended Agreements (4 copies each)

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CF/70-712-21 Kleinfelder West, Inc. (Agree for Geotechnical Services for Replacement of Sonoma Valley Trunk Main) TW 12/13-158 (ID 4698) and CF/70-712-21 Environmental Resources Management West, Inc. (Agree for Sixth Street and Happy Lane Trunk Main Replacement Project Phase II Environmental Site Assessment) TW 13/14-103 (ID 4990)



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: County of Sonoma Board of Supervisors

Board Agenda Date: November 14, 2014

Vote Requirement: Majority

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

Staff Name and Phone Number:

Olga Gray (707) 565-8303
Terina Tracy (707) 565-3234

Supervisorial District(s):

All

Title: Internal Audit-Sonoma County Economic Development Board and Sonoma County Economic Development Foundation.

Recommended Actions:

Review and accept the Sonoma County Economic Development Board and Sonoma County Economic Development Foundation Internal Audit Report for the period July 1, 2011 through June 30, 2013.

Executive Summary:

At the request of the Sonoma County Economic Development Board (EDB), the Internal Audit Division of the County of Sonoma Auditor-Controller-Treasurer-Tax Collector's Office performed an audit of the EDB and Sonoma County Economic Development Board Foundation (Foundation) for the period July 1, 2011 to June 30, 2013 and determined that:

- Financial information contained in the Foundation's annual reports for fiscal year 2011-12 and 2012-13 submitted to the Sonoma County Board of Supervisors on May 7, 2013 and October 22, 2013 respectively, is adequately supported by the underlying accounting records and supporting documentation.
- The EDB's internal controls over billing, expenditures of funds received from the Foundation and contract payments, were operating effectively.

BACKGROUND

In 1957 the County of Sonoma, acting through its Board of Supervisors, created the Economic Development Board (EDB) pursuant to the California Government Code Section 26104. The purpose of the EDB is to enhance the local business environment for the benefit of all residents of the County of Sonoma. The EDB is governed by a 10 member Board, made up of two members appointed by each member of the Sonoma

County Board of Supervisors. The EDB presents several seminars and events throughout the year that address key opportunities, challenges, and initiatives facing Sonoma County. In addition, the EDB develops factual data regarding significant economic activities, trends, and projections for Sonoma County.

On January 23, 2001, the Sonoma County Board of Supervisors approved the establishment of the Sonoma County Economic Development Board Foundation (Foundation). In March 2001, the Foundation was incorporated as a California nonprofit public benefit corporation. The primary purpose of the Foundation is to select EDB programs, which might require funding to implement and then identify appropriate granting foundations or other appropriate revenue streams.

In accordance with the Memorandum of Understanding between the Foundation and the County of Sonoma (MOU), the Internal Audit division of the Auditor-Controller-Treasurer-Tax Collector’s Office performs a comprehensive financial audit every two years and reports results accordingly as required.

An excerpt from the Internal Audit dated October 10, 2014 detailing the objectives and results is included with this Board item as Attachment A.

The Internal Audit Report of the Sonoma County EDB and Foundation for the period July 1, 2011 through June 30, 2013, in its entirety, is on file with the clerk.

Prior Board Actions:

None

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	\$ 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-Internal Audit Objectives and Results			
Related Items “On File” with the Clerk of the Board:			
Internal Audit Report of the Sonoma County Economic Development Board and Sonoma County Economic Development Foundation			

Results

Objective #1: Financial information contained in the Foundation’s annual report submitted to the Sonoma County Board of Supervisors, was adequately supported by the underlying accounting records and supporting documentation.

We determined that financial information contained in the Foundation’s annual report submitted to the Sonoma County Board of Supervisors, was adequately supported by the underlying accounting records and supporting documentation.

We tested a sample of financial statement transactions for authorization, accuracy, support, and compliance with EDBF Policies and Procedures Manual and proper recording in the general ledger. We noted no exceptions.

Objective #2: The EDB’s internal controls over billing, expenditures of funds received from the Foundation and contract payments, were operating effectively.

We determined that the EDB’s internal controls over billing, expenditures of funds received from the Foundation and contract payments, were operating effectively.



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: Sonoma County Board of Supervisors

Board Agenda Date: November 14, 2014

Vote Requirement: Majority

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

Staff Name and Phone Number:

Veronica Ferguson, 707-565-2431

Supervisorial District(s):

All

Title: Agreement with Sonoma County Fair and Tawny Tesconi

Recommended Actions:

Approve agreement between Sonoma County Fair and Exposition, Inc., the County of Sonoma, and Tawny Tesconi regarding employment services for Interim Director of the Department of General Services from November 17, 2014 through August 31, 2015.

Executive Summary:

General Services Director Jose Obregon has announced his retirement, and the County wishes to engage the services of Tawny Tesconi, Sonoma County Fair Manager, as Interim General Services Director. The proposed Agreement is effective from November 17, 2014 through August 31, 2015, and would allow Ms. Tesconi to continue some duties as Fair Director, as well as provide services as General Services Director. Ms. Tesconi will be an employee of Sonoma County for the duration of this agreement, with the right to return to her position as Fair Manager upon expiration. Ms. Tesconi's compensation will be set at the higher salary range of the General Services Director for the duration of this agreement, pursuant to the Sonoma County personnel rules. Her benefits will remain the same, as established by the Salary Resolution. The cost of the position will be shared between Sonoma County (90%) and Sonoma County Fair (10%). The Fair Board will be considering this agreement for approval on November 13, 2014.

Prior Board Actions:

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

The sharing of this position allows both the County and Sonoma County Fair to achieve savings for the short term.

Fiscal Summary - FY 14-15			
Expenditures		Funding Source(s)	
Budgeted Amount	\$ 151,390		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$ 151,390
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$	Total Sources	\$
Narrative Explanation of Fiscal Impacts (If Required):			
The salary and benefit cost for the Interim General Services Director from November 12, 2014 through August 31, 2015 under the terms of this contract is \$190,735, included in the approved 2014-15 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:			
Agreement between Sonoma County Fair and Exposition, Sonoma County, and Tawny Tesconi			
Related Items "On File" with the Clerk of the Board:			

**AGREEMENT BETWEEN
SONOMA COUNTY FAIR & EXPOSITION, INC., THE COUNTY OF SONOMA,
AND TAWNY TESCONI REGARDING EMPLOYMENT SERVICES FOR
INTERIM DIRECTOR OF THE DEPARTMENT OF GENERAL SERVICES FOR
THE COUNTY OF SONOMA**

This Agreement, dated for convenience as of _____, 2014, is between the Sonoma County Fair & Exposition, Inc. (“FAIR”), the County of Sonoma (“COUNTY”) and Tawny Tesconi (“EMPLOYEE”). Collectively, the Fair, the County and the Employee shall be referred to as the “PARTIES.”

RECITALS

- A. The FAIR is a non-profit corporation which was incorporated on March 24, 1955 and created to act as the County of Sonoma’s agent in the operation of an annual county fair, as well as overall operation of the fairgrounds.
- B. The COUNTY is a political subdivision of the State of California and owns the real property underlying the fairgrounds. Pursuant to Government Code Section 25905, the COUNTY and the FAIR have entered into that certain Agreement dated as of October 1, 2010 whereby the COUNTY has appointed the FAIR as the COUNTY’s agent to conduct the annual fair and manage, use, possess and operate the fairgrounds. Permanent employees of the Fair are deemed employees of the County pursuant to the Sonoma County Code, Chapter 21-5 (I).
- C. EMPLOYEE is employed under contract with the Fair as its Fair Manager. As indicated in Employee’s contract, her salary is established by Sonoma County Salary Resolution #95-0926.
- D. The PARTIES desire to enter into a cooperative agreement to allow the Fair Manager to temporarily perform the duties of the Director for the General Services Department for the County of Sonoma, from November 17, 2014 through August 31, 2015, while at the same time retaining the title of Fair Manager/Advisor and performing a limited number of duties for the FAIR, as prescribed herein. As part of this arrangement, the FAIR desires to dual fill the Fair Manager position to temporarily promote Katie Fonsen Young (“Young”), the Deputy Fair Manager, into the Fair Manager position.

AGREEMENT

The FAIR, COUNTY and EMPLOYEE agree as follows:

1. PURPOSE

The purpose of this Agreement is to memorialize the understandings of the PARTIES in regard to the employment of EMPLOYEE as the Interim Director for the General

Services Department for the County of Sonoma (“Interim Director”) for the period November 17, 2014, through August 31, 2015.

2. TERM

COUNTY hereby employs EMPLOYEE as the Interim Director of the General Services Department for the period of November 17, 2014 through August 31, 2015. The PARTIES agree and EMPLOYEE acknowledges that by accepting the position of Interim Director she will continue to be in the unclassified service under the Sonoma County Civil Service System and will hold the position of Interim Director of General Services at will. The County Administrator is the appointing authority for this position. EMPLOYEE shall notify FAIR on or before June 30, 2015, whether EMPLOYEE desires to return to FAIR as the Fair Manager. Nothing in this Agreement shall limit any PARTY from notifying the other PARTY, at any time, that they do not intend to return, or, that the FAIR might fill the position elsewhere.

3. DUTIES AS INTERIM DIRECTOR OF GENERAL SERVICES DEPARTMENT

EMPLOYEE shall perform the duties of Director of General Services Department as set forth in the County job specifications, attached hereto as Exhibit A, as it now provides or may hereafter be amended, and such other duties as may be prescribed by the COUNTY.

4. CONTINUED DUTIES AS FAIR MANAGER

The PARTIES agree that EMPLOYEE shall continue to hold the position of Fair Manager under her existing contract between EMPLOYEE and the FAIR, provided however for all purposes, during the term of this Agreement, EMPLOYEE shall be designated as an advisor to Young. EMPLOYEE will continue to perform a limited number of duties for the FAIR as may be requested by the FAIR, which may include, without limitation, services related to racing, the Saralee and Richard’s Barn project, Master Plan management, ADA compliance, stormwater management, sustainability improvements, attending Fair Board monthly meetings, certain subcommittee meetings, etc.. It is understood by the PARTIES that EMPLOYEE’s salary and compensation as the Interim Director shall fully compensate her for any work performed by both the FAIR and the COUNTY and that during the term of the Agreement, EMPLOYEE shall not receive any compensation from the FAIR.

5. COMPENSATION

- (a) EMPLOYEE’s salary shall be initially set at the “B” step of the salary range for the position of Director of General Services Department as set forth in the Sonoma County Salary Resolution 95-0926 (“Salary Resolution”). Any provisions of the Salary Resolution regarding merit increases or step advancements, including Sections 7.18 and 7.19, are not applicable or made part

of this Agreement. EMPLOYEE may advance to a higher step if the COUNTY ADMINISTRATOR determines that EMPLOYEE is eligible for advancement.

- (b) EMPLOYEE shall receive the same fringe benefits generally available to COUNTY department heads, as specified in the Salary Resolution.
- (c) During the term of this Agreement, EMPLOYEE shall not receive her salary or any other compensation as the Fair Manager. Compensation for all services provided to the COUNTY and the FAIR by EMPLOYEE shall be deemed fulfilled by payment of the salary at the "B" step of the salary range for the position of Director of General Services Department and any fringe benefits as provided in the Salary Resolution for department head positions.
- (d) It is the intent of the PARTIES that any duties performed by the EMPLOYEE during the term of this Agreement for the FAIR shall be very limited and shall not entail a significant amount of time in the overall scheme; but recognize that during specific periods greater services may be necessary. However, if it is determined that EMPLOYEE is required to continue to perform duties for the FAIR that are not specifically delineated in Paragraph 4 above, the FAIR and COUNTY agree to meet and confer on amending this Agreement to allow for some percentage of payment by the FAIR for EMPLOYEE's salary and benefits. If the time required for the duties delineated in Paragraph 4 above require more than 10% of the EMPLOYEE's time for more than three pay periods in a row, the parties agree to meet and confer. This will not apply to the dates of the Sonoma County Fair and the three weeks immediately preceding the Fair. The meet and confer will be conducted by the CAO or her designee on behalf of the County, and by the Executive Committee for the Fair.
- (e) FAIR shall have the right to dual fill the Fair Manager position with Young during the term of this Agreement. Young shall be the appointing authority for all employees of the FAIR. Young shall be responsible for supervising all FAIR employees, as well as managing the day to day operations of the FAIR.

6. TERMINATION

Any party (FAIR, COUNTY, or EMPLOYEE) may terminate this agreement upon 30 days written notice.

7. MISCELLANEOUS PROVISIONS

7.1 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.

7.2 Nonassignability. FAIR, COUNTY, or EMPLOYEE shall not, during the term of this Agreement, make any assignment or delegation of any of its provisions without the prior written consent of the other parties.

7.3 Compliance with Law. EMPLOYEE shall, during her employment hereunder, comply with all laws and regulations applicable to such employment. Any act or omission of EMPLOYEE constituting a public offense involving moral turpitude or a withholding of labor is a material breach of this Agreement relieving COUNTY of any and all obligations under this Agreement.

7.4 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.

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

7.6 Conflict of Interest. EMPLOYEE covenants that she presently has no interest and 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 her duties required under this Agreement. EMPLOYEE shall comply with all state and local conflict of interest laws or policies, including, but not limited to, Government Code section 1090, the Political Reform Act and requirements promulgated by the Fair Political Practices Committee, the County's policies on incompatible offices and conflicts of interest, and any Department policies on conflicts of interest. EMPLOYEE shall also complete and file a "Statement of Economic Interest" with the COUNTY, disclosing EMPLOYEE's financial interests, as required by the County's Conflict of Interest Code.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first set forth above.

COUNTY OF SONOMA

SONOMA COUNTY FAIR &
EXPOSITION, INC.

By: _____
Chairman, Board of Supervisors

By: _____
President, Board of Directors

ATTEST:

ATTEST:

By: _____
Clerk of the Board of Supervisors

By: _____
Clerk of the Board of Directors

By: _____
Tawny Tesconi, Employee

Reviewed as to form by County Counsel for the County of Sonoma

By: _____

Reviewed as to form by County Counsel for the Sonoma County Fair & Exposition, Inc.

By: _____



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: November 14, 2014

Vote Requirement: Majority

Department or Agency Name(s):

Staff Name and Phone Number:

Veronica Ferguson

Supervisorial District(s):

All

Title: Long Term Road Plan Outreach Effort and Contract Amendment

Recommended Actions:

Approve the outline for the long term roads plan public education and outreach effort.

Authorize the County Administrator to approve the first amendment to an agreement with Fairbanks, Maslin, Maullin, Metz & Associates (FM3), in an amount not to exceed \$100,000, expanding the scope of work to include additional surveys and facilitation services, and extending the contract term, for a new not to exceed contract total of \$200,000 and end date of November 30, 2015.

Executive Summary:

With the Board's adoption of the Long Term Roads Plan on October 28, 2014, direction was provided to staff to develop a public education and outreach effort. This education and outreach effort is distinct from other possible outreach campaigns as it will focus on providing the community and the public at large with more information about the Long Term Roads Plan, including the conditions of our roads and what the County is doing about them, the Roads Evaluation Framework, and to seek public input on the implementation of the plan. This item provides the overview of the Public Education Effort that staff proposes and seeks Board approval for a contract amendment with Fairbanks, Maslin, Maullin, Metz & Associates (FM3), to support the education effort.

The Public Education Effort for the Long Term Road Plan includes five main components. Each of these components will inform and build from the other. For example, written materials will be adapted for public meetings and for use in social media. The five components are:

- Individual presentations to community organizations and other public agencies
- Community meetings
- Small group conversations/Focus groups
- Written materials
- Social and traditional media

The individual presentations will be made by staff at regularly scheduled meetings of a variety of community organizations and other public agencies, including but limited to local rotary clubs, chambers of commerce, and the city managers association, to ensure that the public is informed at a more detailed level about the plan and the County's implementation of it. At a minimum these would include information about the current conditions, progress that has been made, the annual evaluation process, and other efforts to come. These presentations would be tailored from a standard base to meet the time allotted at the various meetings and to address specific areas of geographic or other interest that might apply based upon the group or agency.

The community meetings will provide Board Members and staff an opportunity to reach a broader cross section of the public across the County to explain the Long Term Road Plan and get feedback about its implementation in the coming year. Staff suggests 6-10 meetings throughout the County and a supplemental series of facilitated focus groups. The broader community meetings may be combined with Town Halls or similar forums already planned in the County and staff will coordinate with each Supervisor for scheduling and provision of any needed support or logistics. The focus groups will likely require additional resources for recruiting, a standard information protocol, and written analysis of the discussion to help inform the County's continued education efforts.

With approval of the recommended contract amendment, discussed in greater detail below, FM3 will coordinate and carry out six small facilitated group meetings to collect structured feedback from community members and understand how well the County's education effort is informing the community about the Long Term Roads Plan. Based on these meetings, FM3 will help county staff develop stronger communication strategies to ensure the most effective education and information sharing techniques in practice, and analyze and present results to the Board.

The written materials will draw from the Long Term Road Plan and expand on individual aspects such as the nature and history of road funding, the road categories, the methods used to rehabilitate road pavement condition, the automated systems used to plan for and track road maintenance, the Road Evaluation Framework and how it will be used and more. These will supplement the presentations and provide more succinct information to be handed out in person, posted on-line, and to frame focused discussions.

County staff will leverage social and traditional media opportunities to help reach the community as well as collect input on the Long Term Roads Plan implementation. Social media will include providing information through the County's website, Facebook page, and potentially developing new avenues such as short videos and community voting/input on related topics. Traditional media outreach will include planned meetings with editorial boards, press releases, radio interviews/call-in programming, and other opportunities as they become available.

Staff from the County Administrator's Office and Transportation and Public Works Department have begun to develop the details supporting each of these components, including identifying presentation opportunities, and will work with each Board of Supervisors' Districts offices to coordinate and support community meetings.

FM3 Contract Amendment

In the previous summer, the Board of Supervisors launched the 2013 Community and Business Survey to enhance the County's understanding of community priorities and level of satisfaction with County services. The survey has helped the County to establish key measurement and goals for improving services that strengthen Sonoma County's residents' quality of life. The information gathered has allowed County departments to continue to improve services and improve methods of communicating with the public.

To conduct this work, the County selected Fairbanks, Maslin, Maullin & Associates (FM3) through an RFP based on their proven ability to most effectively deliver all aspects of the scope of work. FM3 conducted two telephonic surveys and five focus groups over the summer and fall of 2013. The results of this work helped to inform several county efforts, including communication and messaging related to the County's strategic goals, and programs and initiatives that could be improved through greater investment or outreach.

At the time of contract approval, the Board directed to CAO to amend the FM3 contract to conduct an employee survey in partnership with Human Resources assuming excellence performance under the original scope of work. Surveying employees is an integral component of high performing organizations. Conducting the employee survey will help inform and shape programs to support employees and the services they provide to the public.

One of the main areas of community interest and priority identified in the survey is the state of the Roads network. This presents an opportunity with the recent completion of the Long Term Roads plan. Conducting a deliberate and focused education effort would benefit the understanding of the plan and how the County will address the legacy issue.

Based on the direction to conduct an employee survey and the opportunity to conduct greater outreach related to the Long Term Roads plan, staff recommend amending the FM3 contract by \$100,000 to extend through November 2015. The amendment includes:

1. A scientifically valid survey of County employees to measure employee perceptions on major county initiatives, goals and services; create avenues for meaningful employee feedback on system and services improvement; and ensure broadest employee participation. The results of this effort will be used to inform employee programs, engagement, and other efforts to support employees. (\$16,000).
2. Host six post-survey Focus Groups to help educate residents on the Long Term Roads plan, referenced above. Using data from the 2013 survey and the contents of the Long Term Roads plan, FM3 will support six structured focus groups. FM3 will help county staff develop stronger communication strategies to ensure the most effective education and information sharing techniques in practice (messaging); and analyze and present results to the Board, providing high level summary of data, review of key measurement of resident satisfaction, establishment of measureable benchmarks for future surveys, and identify and trends or relationship between dominate community perceptions. (\$55,000).

3. FM3 will also conduct additional surveys to gauge the community's increase in familiarity with the County's efforts to improve the Roads network, including the information included in the Long Term Roads plan. (\$25,000).

Prior Board Actions:

June 4, 2013 – FM3 Contract Approval for Business and Community Survey

Strategic Plan Alignment

Civic Services and Engagement

Fiscal Summary - FY 14-15

Expenditures		Funding Source(s)	
Budgeted Amount	\$		\$
Add Appropriations Req'd.	\$ 100,000	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$ 100,000
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 100,000	Total Sources	\$ 100,000

Narrative Explanation of Fiscal Impacts (If Required):

Consistent with funding for the original FM3 contract (TOT), it is recommended that funding come from TOT fund balance. The amendments total \$96,000, with \$4,000 remaining to pay for additional survey work requested under the prior agreement.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

Attachments:

FM3 Original Contract
Contract Amendment

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

**AMENDMENT NUMBER ONE OF AGREEMENT FOR SERVICES
BETWEEN COUNTY OF SONOMA AND
FAIRBANK, MASLIN, MAULLIN, METZ & ASSOCIATES**

On June 4, 2013, the County of Sonoma, a political subdivision of the State of California, hereinafter referred to as “County,” and Fairbank, Maslin, Maullin, Metz & Associates – FM3, a California corporation, hereinafter referred to as “Consultant,” entered into a service agreement.

Pursuant to Provision 13.7 of the Agreement, the parties hereby evidence their intent and desire to modify the Agreement as follows:

1. Provision 1.1 is hereby revised to read as follows:

1.1 Consultant's Specified Services. Consultant shall perform the services described in “Exhibit A2 – Scope of Work,” attached hereto and incorporated herein by this reference, and within the times or by the dates provided for in Exhibit A2 and pursuant to Article 7. In the event of a conflict between the body of this Agreement and Exhibit A2, the provisions in the body of this Agreement shall control.

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

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

Consultant shall be paid via invoice in an amount not to exceed Two Hundred Thousand Dollars (\$200,000), regardless of the number of hours or length of time necessary for Consultant to complete the services. Consultant shall not be entitled to any additional payment for any expenses incurred in completion of the services.

Upon completion of the work as delineated in Exhibit A2, 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.

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

3. Term of Agreement. The term of this Agreement shall be from June 4, 2013 to November 30, 2015 unless terminated earlier in accordance with the provisions of Article 4 below.

8. Delete Exhibits A and B in their entirety and replace with Exhibits A1 and B1.

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

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have executed this Amendment as of the dates set forth below.

CONSULTANT:

By: _____ Date: _____
David Metz, President
Fairbank, Maslin, Maullin, Metz & Associates

COUNTY OF SONOMA

Certificates of Insurance on File with and Approved as to Substance:

By: _____ Date: _____
Veronica A. Ferguson, County Administrator
County Administrator's Office

Approved as to Form:

By: _____ Date: _____
Deputy County Counsel

Scope of Work

A. Host six post-survey Focus Groups to refine understanding of resident perceptions.

1. Using data from survey, refine understanding of community perceptions on top survey identified issues;
2. Develop stronger communication strategies to ensure most effective education and information sharing techniques in practice (messaging); and
3. Analyze and present results to the Board, providing high level summary of data, review of key measurement of resident satisfaction, establishment of measureable benchmarks for future surveys, and identify and trends or relationship between dominate community perceptions.

B. Establish and launch scientifically valid survey of County employees.

1. Measure employee perceptions on major county initiatives, goals and services;
2. Create avenues for meaningful employee feedback on system and services improvement; and
3. Ensure broadest employee participation.

C. Additional Surveys.

1. As needed, and at the direction of the County, survey residents on various issues of importance to the County;
2. Obtain responses from the number of residents that will ensure a maximum of 5% margin of error or 95% confidence interval for data.

Following the completion of all surveys, Consultant will provide:

- A questionnaire with the top-line results of the survey for easy reference
- Two copies of a complete set of crosstabs in an easy-to-read, comprehensive format
- Verbatim responses to open-ended questions
- A 2-3 page executive summary (suitable for public release)
- A complete analysis of survey results in PowerPoint
- A presentation of the survey via webinar or in-person
- Ongoing availability for consultation

Task	Specifications	Maximum Cost
Focus Groups	Six two-hour sessions; 8-9 participates each; including residents from all Supervisorial districts and one with business owners	\$55,000
Employee Survey	On-line survey made available to all county employees.	\$16,000
Additional Surveys	Random-sample telephone survey on County-identified issues; on landlines and cellular phones; averaging 18 minutes in length.	\$25,000 each

County of Sonoma Standard Professional Services Agreement ("PSA")

AGREEMENT FOR PROFESSIONAL SERVICES

This agreement ("Agreement"), dated as of June 4, 2013 ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Fairbank, Maslin, Maullin, Metz & Associates – FM3 (hereinafter "Consultant").

RECITALS

WHEREAS, Consultant represents that it is a duly qualified public opinion research and strategy consultant, experienced in the preparation of survey research and related services; and

WHEREAS, in the judgment of the Sonoma County Administrator and the Economic Development Board, it is necessary and desirable to employ the services of Consultant for preparation of a Community, Business and Employee Survey.

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

AGREEMENT

1. Scope of Services.

1.1 Consultant's Specified Services.

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

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

1.3 Performance Standard. Consultant shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant's profession. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Consultant's work is not in accordance with such level of competency and standard of care,

County, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with County to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.4 Assigned Personnel.

- a. Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from County.
- b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.

With respect to performance under this Agreement, Consultant shall employ the following key personnel: Steven Sharpe, County Administrator's Officer and Ben Stone, Economic Development Department Head.

- c. In the event that any of Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.

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

Consultant shall be paid via invoice in an amount not to exceed One Hundred Thousand Dollars (\$100,000.00), regardless of the number of hours or length of time necessary for Consultant to complete the services. Consultant shall not be entitled to any additional payment for any expenses incurred in completion of the services.

A breakdown of costs used to derive invoiced amounts, including but not limited to hourly rates, estimated travel expenses and other applicable rates, is specified in Exhibit B, attached hereto and incorporated herein by this reference.

Upon completion the Parts of the of the work as delineated in Exhibit A, Consultant shall submit its bill[s] for payment in a form approved by County's Auditor and the Head of the County Department receiving the services. The bill[s] shall identify the services completed and the amount charged.

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

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

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

3. Term of Agreement. The term of this Agreement shall be from June 4, 2013 to June 30, 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 County Administrator, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

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

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

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

8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor

changes, which do not increase the amount paid under the Agreement, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the 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:

**Steven Sharpe
Economic Development Board
County of Sonoma**

401 College Avenue, Suite D
Santa Rosa, Ca 95404
(707) 565-7170
(707) 565-7231 FAX
Steve.sharpe@sonoma-county.org

TO: CONSULTANT:

Dave Metz
Fairbank, Maslin, Maullin, Metz & Assoc.
1999 Harrison St., Suite 1290
Oakland, CA 94612

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: Fairbank, Maslin,

Maulin, Metz & Associates

By: *David Metz*

Name: DAVID METZ

Title: PRESIDENT

Date: 6-10-13

COUNTY: COUNTY OF SONOMA

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

By: *[Signature]*
Department Head

Date: _____

APPROVED AS TO FORM FOR
COUNTY:

~~By: _____
County Counsel~~

~~Date: _____~~

~~By: _____
or Purchasing Agent~~

~~Date: _____~~

ATTEST: *[Signature]*

Veronica A. Ferguson
County Administrator &
Clerk of the Board of Supervisors

Exhibit A – Scope of Work:

Proposed Scope of Work with five (5) deliverables:

- A. Develop (with county staff) and administer a countywide scientifically valid survey instrument for measurement of opinion of Sonoma County residents on county goals, issues and major policy areas for analysis (June 11th deadline).**

Survey should:

1. Provide community feedback on the importance of countywide goals, major policy areas, and program services, as well as residents' satisfaction with County services;
2. Measure public perception and understanding of how the County delivers programs and services;
3. Obtain data about general perceptions such as quality of life issues and problems facing the county;
4. Identify community perceptions on the County's spending priorities and long term strategic goals efforts;
5. Help shape communication strategies to best provide information to the public about ongoing county efforts to all aspects of community;
6. Ensure representative sample of survey to demonstrate validity;
7. Obtain responses from the number of residents that will ensure a maximum of 5% margin of error or 95 % confidence interval for data.

- B. Host six post-survey Focus Groups (one in each supervisorial district and one with businesses) to refine understand of resident perceptions (September 1st)**

1. Using data from survey, refine understanding of community perceptions on top survey identified issues;
2. Develop stronger communication strategies to ensure most effective education and information sharing techniques in practice (messaging);

- C. Establish and launch scientifically valid survey of County employees (August 1st)**

1. Measure employee perceptions on major county initiatives, goals and services;
2. Create avenues for meaningful employee feedback on system and services improvement;
3. Ensure broadest employee survey participation

- D. Analyze and present results to the Board (Part A by July 31st, 2013 – remainder as agreed to with County staff; Parts B and C by September 1st, 2013)**

1. Provide high level summary of data;
2. Review key measurement of resident satisfaction and establish measurable benchmarks for future surveys;
3. Identify any trends or relationship between dominant community perceptions

- E. Develop effective enhanced communications strategy based upon survey results (September 1st Deadline)**

1. Work with County staff and develop recommendation for enhancing county communication (i.e. Stories or messaging);
2. Provide data to compare results over time through subsequent surveys' measurement and establish benchmarks of community opinion.

Date	Event
April 8, 2013	Release Request for Proposals
April 12, 2013 by 12:00pm	Deadline for Proposer's Questions
April 15, 2013 by 5:00pm	County's Responses to Questions Due
April 29, 2013	Proposals Due by 2:00pm
April 30, 2013	Proposals Evaluated by County
May 3, 2013 (if granted to top proposers)	Phone Interviews Conducted (if warranted)
May 2, 2013 (amended to May 30 th)	Notice of Intent to Award (<i>subject to delay without notice to proposers</i>)
June 4 th , 2013	Board of Supervisors Awards Contract (<i>subject to delay without notice to proposers</i>)
June 5-11, 2013	Consultant prepares survey draft for staff review (Scope of work, Part A)
June 12-16, 2013	Consultant administers survey and tabulates results
June 19, 2013	Consultant reviews findings with key county staff
July 31, 2013	Consultant and county staff present results of survey to Board of Supervisors
September 1, 2013	Complete District based Focus groups (Part B of Scope of work)
September 1, 2013	Complete Part C of Scope of work
Mutually agreed to time frame as agreed with County staff during entire project	Complete Part D
October 1, 2013	Complete Part E of Scope of work



*Public Opinion Research
& Strategy*

TO: Jim Leddy
Sonoma County

FROM: David Metz and Shakari Byerly
Fairbank, Maslin, Maullin, Metz & Associates

RE: Updated Scope of Work for Community Research

DATE: June 4, 2013

Fairbank, Maslin, Maullin, Metz & Associates (FM3) is pleased to submit this updated scope of work for completing a program of community research. Details for the methodology behind each approach can be found in our original proposal.

Task	Specifications	Cost
Community Survey	Random-sample telephone survey of 400 adult county residents; on landlines and cellular phones; averaging 18 minutes in length	\$29,000
Focus Groups	Six two-hour sessions to be held in Santa Rosa; 8-9 participants each; one with residents of each of the county's five supervisorial districts and one with business owners	\$55,000
Employee Survey	On-line survey made available to all county employees	\$16,000
TOTAL:		\$100,000

Fairbank, Maslin, Maullin, Metz & Assoc.

If you have any questions or would like more information, please do not hesitate to contact us. You may reach David Metz in our Oakland office as follows:

David Metz
Fairbank, Maslin, Maullin, Metz & Associates
1999 Harrison Street, Suite 1290
Oakland, CA 94612

(510) 451-9521 (Office)
(510) 682-7340 (Mobile)
(510) 451-0384 (Fax)
dave@fm3research.com

Please let us know if there is any further information we can provide.

Exhibit C

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

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

1. Workers Compensation and Employers Liability Insurance

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

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

2. General Liability Insurance

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

and include a “separation of insureds” or “severability” clause which treats each insured separately.

h. Required Evidence of Insurance:

- i.** Copy of the additional insured endorsement or policy language granting additional insured status; and
- ii.** Certificate of Insurance.

3. Automobile Liability Insurance

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

4. Standards for Insurance Companies

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

5. Documentation

- a.** The Certificate of Insurance must include the following reference: public opinion research and strategy consultant.
- 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 Board, 401 College Ave, Ste D, 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

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: Sonoma County Board of Supervisors

Board Agenda Date: November 14, 2014

Vote Requirement: Majority

Department or Agency Name(s): Office of the District Attorney; Human Services Department

Staff Name and Phone Number:

Diane Kaljian 565-5950
Spencer Brady 565-3793

Supervisorial District(s):

All

Title: U. S. Department of Justice, Office on Violence Against Women Abuse in Later Life (OVW/AILL) Program

Recommended Actions:

Authorize the Director of Human Services Department to sign and execute agreements with Council on Aging for a grant of \$54,900 and with Legal Aid of Sonoma County for \$38,625. Through a Memorandum of Understanding (MOU), Human Services is the lead agency collaborating with the Office of the District Attorney to administer these contracts. The contract period will be November 3, 2014 through April 30, 2016.

Executive Summary:

This item request authorization for the Human Services Department to execute agreements with the Council on Aging and the Legal Aid of Sonoma County to implement a Legal Services and Care Coordination Program for Older Adult Victims of Abuse. The Office of the District Attorney has received funding from the U.S. Department of Justice, Office on Violence Against Women/Abuse in Later Life (OVW/AILL) Program and has partnered with the Human Services Department to implement the program through their Adult and Aging Division.

In 2013, the Office of the District Attorney received \$400,000 in funding from the U.S. Department of Justice, Office on Violence Against Women/Abuse in Later Life (OVW/AILL) Program and guidance from the National Clearinghouse on Abuse in Later Life (NCALL), to support a comprehensive approach to addressing elder abuse in Sonoma County. This funding provided training to criminal justice professionals, governmental agency staff and victim advocates in order to enhance their ability to address elder abuse, neglect and exploitation. As part of this funding, a needs assessment was conducted to identify gaps in services for victims of abuse ages 50 and over, and to develop a coordinated community response to address elder abuse, with the remaining \$100,000 in funding. An OVW/AILL Program Outreach and Service Strategic Plan was developed which details the findings.

The results of the needs assessment were evaluated by Sonoma County's Coordinated Community

Response (CCR) team made up of local community based organizations and County departments. Results identified the top three priorities for services to older adult victims of abuse as safety, legal services, and personal support. The CCR determined that elders' safety and personal support can be improved through: 1) personal support in the form of short-term crisis intervention counseling and ongoing trauma counseling, and 2) increased legal services directly providing for immediate safety. As a result of the needs assessment and identification of the CCR priorities, the Human Services Department and the Office of the District Attorney partnered in the development of a Legal Services and Care Coordination Program for Older Adult Victims of Abuse. Through this collaborative partnership, older adult victims of abuse will have timely access to the supportive services needed to stay safe. Funding of \$93,525 for contracted services was received from the U. S. Department of Justice, Office on Violence Against Women Abuse in Later Life (OVW/AILL) Program, to cover an 18 month contract period.

The OVW/AILL funding enables the County's Human Services Department, Adult and Aging Services and the Office of the District Attorney to implement a mobile partnership program that maximizes the capacity of both systems by partnering to meet older victims' unique needs. The Legal Services and Care Coordination Program consists of two positions comprising a mobile partnership: 1) a Care Coordinator, and 2) a licensed Elder Law Attorney. The partners will work independently, but inter-dependently, to bring comprehensive services to the client. The Elder Law Attorney will assist older victims of abuse with short-term legal solutions to enhance the victim's physical safety. The Care Coordinator will provide trauma-informed, client-centered services including crisis intervention and counseling, case management, support groups, information/referrals, and advocacy. The partners will provide a seamless response to the needs of the county's elder population through delivery of essential services in a timely and personalized manner. Collaboration is crucial to victim safety. The mobile partnership program will solve the problems of geographic and social isolation by bringing critical safety and support services directly to seniors where they live.

In August 2014 the Department of Human Services, Adult and Aging Services, and the Office of the District Attorney jointly conducted a Request for Proposals (RFP) for the Legal Services and Care Coordination Program for Older Adult Victims of Abuse. Two proposals were received. The Council on Aging submitted a proposal to provide the Care Coordination component of the mobile partnership, and Legal Aid of Sonoma County submitted a proposal to provide the Elder Law Attorney component. The proposals were reviewed by staff from the Office of the District Attorney and the Human Services Department, Adult and Aging Division, and contracts have been developed with both agencies. The Human Services Department will administer both contracts.

Beginning in November 2014 and continuing until April 30, 2016, the program will provide enhanced services for victims of abuse ages 50 and over, regardless of gender. The Council on Aging grant will provide a full-time Care Coordinator, and the Sonoma County Legal Services grant will provide 936 hours of service by an Elder Law Attorney, who together will form the Legal Services and Care Coordination Program for Older Adult Victims of Abuse Mobile Team.

Prior Board Actions:

02/25/2014: Board approved request from District Attorney to appropriate OVW/AILL funds in the 2014 Second Quarter Consolidated Budget Adjustment

Strategic Plan Alignment Goal 1: Safe, Healthy, and Caring Community			
Needs of diverse communities are met through innovative public healthcare opportunities. To provide services to adults that assist with maintaining health, independence, socialization, and the ability remain at home.			
Fiscal Summary - FY 14-15			
Expenditures		Funding Source(s)	
Budgeted Amount	\$ 40,918		\$
Add Appropriations Req'd.	\$	State/Federal	\$ 40,918
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 40,918	Total Sources	\$ 40,918
Narrative Explanation of Fiscal Impacts (If Required):			
The above amounts will be included in the 1 st Quarter Consolidated Budget Adjustments. The remaining revenue and expenditure of \$59,082 will be included in the FY 2015-16 Budget. The MOU agreement for \$100,000 with the District Attorney's Office covers the period of 6/1/14-9/30/15. \$6,475 in funding was used for administration costs associated with implementing the 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:			
None.			
Related Items "On File" with the Clerk of the Board:			
Council on Aging contract Legal Aid of Sonoma County contract Sonoma County Human Services/District Attorney MOU			



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: November 14, 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 Revised 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:

On August 19, 2014 the Board of Supervisors approved the Joint Powers 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 provide eligibility for Economic Development Administration (EDA) grant funding.

On October 21, 2014 the County of Mendocino Board of Supervisors approved the JPA with minor revisions to the original JPA. This item requests the Board approve the revised JPA. Revisions include specifying director terms of office as 4 years with eligible reappointment for an additional 4 years, clarifying director representative groups and termination of individual membership provisions (for detail, see attached red-line revised Joint Powers Agreement).

The EDA's economic development district program is a resource that complements existing federal programs to strategically direct regional efforts encouraging private and public investment, to retain and grow jobs and help alleviate economic disparity. If approved, the SMEDD will seek opportunities for federal assistance to help pay the cost for economic development planning and administration. Both counties are currently working together on rural broadband planning which is a strategic economic development goal of both counties. In addition, the SMEDD would provide a forum for intergovernmental cooperation to develop and align programs for future growth and development of the region.

The management of the SMEDD will be overseen by the 9 member Board comprised of persons mainly

from the local business community Each Boards of Supervisors will appoint 4 members.

Staff will work with the Economic Development Board and the Workforce Investment boards to solicit potential SMEDD board members. Notice will be posted on the County's Boards, Commissions, Committees website and the Economic Development Board website. Staff will return to the Board in January 2015 with an item recommending appointments to the SMEDD board. Once formed the District Board will appoint one member from private sector business.

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 to 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.

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 included 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. After approval of the JPA by both Boards a request for proposal will be circulated for a consultant to draft the SMEDD County Economic Development Strategy (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.

Prior Board Actions:

January 2012 – Board approval Comprehensive Sonoma County Economic Development Strategy (CEDS)
August 19, 2014 – Board approval of SMEDD JPA

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 - Revised

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

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**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 1st day of January 2015, 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 its 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 nine (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 fifteen (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 501C6 Trade Association or Business League, 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 four (4) years and at the pleasure of their respective appointing Parties board of supervisors be re-appointed for four (4) year terms.
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. A review of the districts activities will be included with each Parties Comprehensive Economic Development Strategy Annual Report.
9. 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.
10. 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.
11. 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.
12. 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.
13. 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 thirty (30) days before the start of the fiscal year, which termination shall be effective only on the beginning of the fiscal year immediately following the one in which notice of termination was given, and thereby dissolve the District.
- (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 Membership 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 or Counties 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.
14. 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.
15. 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.
16. Amendment. This Agreement may be amended at any time by the mutual written agreement of all the Parties thereof.
17. 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.
18. 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.
19. 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.

20. 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.

21. Parties to be Served Notice. Any notice authorized or required to be given pursuant to this 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 forty-eight (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.

22. 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: _____
Chair, Board of Supervisors

ATTEST:

Veronica A. Ferguson, Clerk of the Board of Supervisors

COUNTY OF MENDOCINO

By: _____
Chair, Board of Supervisors
APPROVED AS TO FORM:

By: _____
County Counsel

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 nine (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 fifteen (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, 501C6 Trade Association or Business League,~~ 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 four (4) years and at the pleasure of their respective appointing Parties board of supervisors be re-appointed for four (4) year terms.
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. A review of the districts activities will be included with each Parties Comprehensive Economic Development Strategy Annual Report.

~~7.~~

~~8-9~~ 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.

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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~~10. 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~~11. 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~~12. 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~~13. 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 30 days before the start of the fiscal year, which termination shall be effective only on the beginning of the ~~next fiscal year~~ fiscal year immediately following the one in which notice of termination was given, and thereby dissolve the District.

(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~~ Membership 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 or Counties of all or

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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.~~14. 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.~~15. 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.~~16. Amendment. This Agreement may be amended at any time by the mutual written agreement of all the Parties thereof.

~~16.~~17. 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.~~18. 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.~~19. 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.

~~19-20.~~ 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.

~~20-21.~~ Parties to be Served Notice. Any notice authorized or required to be given pursuant to this 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 forty-eight (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.

~~21-22.~~ 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.

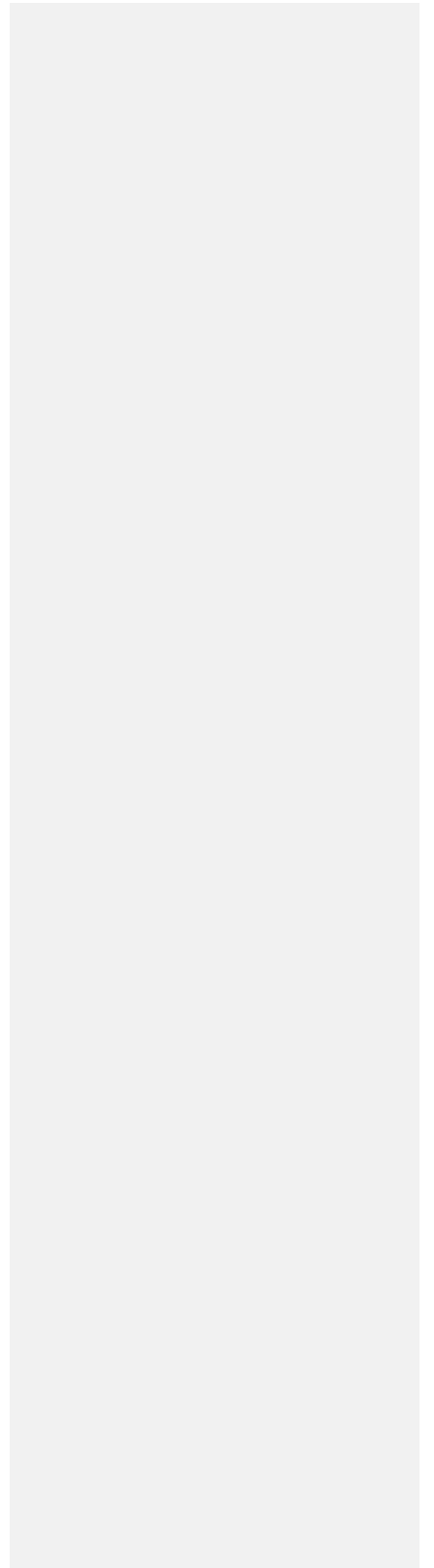
IN WITNESS WHEREOF, the undersigned counties and cities of the State of California do execute the Memorandum of Understanding/Letter Agreement upon the respective dates set forth after signatures.

COUNTY OF SONOMA

By: _____ Date: _____

COUNTY OF MENDOCINO

By: _____ Date: _____





County of Sonoma Agenda Item Summary Report

Agenda Item Number: 13
(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: November 14, 2014

Vote Requirement: Majority

Department or Agency Name(s): Sonoma County Fair & Exposition, Inc.

Staff Name and Phone Number:

Supervisory District(s):

Tawny Tesconi 545-4200 x 206

3rd

Title: Grace Pavilion Fire – American Technologies, Inc. Agreement

Recommended Actions:

Ratify the County Administrator's action executing an emergency contract with American Technologies, Inc. (ATI) for immediate remediation services under the authority of Ordinance No. 4851 for clean-up work to commence on the Grace Pavilion.

Executive Summary:

As a result of a fire that occurred on October 21, 2014, the Grace Pavilion at the Sonoma County Fairgrounds sustained smoke and soot damage. While the cause of the fire has yet to be determined, a PG&E shutdown of the in-ground switch that services the Grace Pavilion the morning of the fire is suspected. A fire investigator has been retained to determine the official cause of the fire. The building cannot be used until the smoke and soot damage is remediated.

Pursuant to Section 22050(a)(1) of the Public Contract Code public agency may take immediate action for the remediation of structures in emergency situations without undertaking a formal bid process. Pursuant to Section 22050(b)(1), your Board has delegated to the County Administrator, by County Ordinance No. 4851, the authority to order any action pursuant to Section 22050(a)(1).

The County's Property insurer, California State Association of Counties Excess Insurance Authority (CSAC-EIA), was immediately contacted and recommended American Technologies, Inc. (ATI) for emergency restoration services, which is one of two vendors approved by CSAC-EIA and the excess carrier, Lexington Insurance Company. ATI submitted a proposal for remediation services with a not to exceed amount of \$235,000. We are recommending a contract not to exceed \$300,000 in order to make provisions for potential change orders or subsequent construction and related services, as necessary.

The costs of the remediation will be paid by the County's property insurer – with the exception of the \$50,000 deductible that is budgeted under the County's Property Insurance Index. A formal bidding process is estimated to take anywhere between 2 weeks and 2 months. Additional time results from the requirement for the insurance carrier to review and approve the selected vendor. This loss falls under the definition of an "emergency" to which the formal bidding process

does not apply due to the possible health risks which could result from using the building in its current condition. Additionally, there are potential adverse impacts to the community should the Grace Pavilion be unavailable for an extended period of time, as well as a loss of revenue to the Fair. Immediate remediation work is necessary to bring the property back to its pre-loss condition and is in the best interests of the County and the citizens of Sonoma County.

Prior Board Actions:

None

Strategic Plan Alignment: Economic & Environmental Stewardship

Fiscal Summary - FY 12-13

Expenditures		Funding Source(s)	
Budgeted Amount	\$	Fairgrounds	\$ 1,000
Add Appropriations Req'd.	\$	State/Federal	\$
Emergency Remediation	\$ 300,000	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$	County Property Insurance	\$ 49,000
		Excess Insurance Carrier	\$ 250,000
Total Expenditure	\$ 300,000	Total Sources	\$ 300,000

Narrative Explanation of Fiscal Impacts (If Required):

The costs of the remediation will be paid by the County's property insurer – with the exception of the \$50,000 deductible that is budgeted under the County's Property Insurance Index and Fairground account. The Grace Pavilion is available to the public as an event rental facility and the Fair estimates the monthly average revenue from the Grace Pavilion to be \$55,000. As a result of the fire, alternative arrangements were made for the following booked events:

- Gem Fair – 10/22-10/26
- Santa Rosa Youth Football Cheerleading Competition – 10/31-11/1
- Mexican Concert/Dance – 11/7-11/9
- Roller Derby – 11/22
- Redwood Gospel Mission Thanksgiving Program – 11/22-11/26

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

Attachments:

Property Cleaning and Remediation Services Agreement and exhibits between American Technologies, Inc. and the County of Sonoma; Memo dated 10/10/2014 from Sonoma County HR Dept. – Risk Management Division, regarding the Sonoma County Fair – Grace Pavilion – Fire Remediation

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

None

PROPERTY CLEANING AND REMEDIATION
SERVICES AGREEMENT

This Property Cleaning and Remediation agreement ("Agreement"), dated as of October 28, 2014 ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and American Technologies, Inc., a California corporation (hereinafter "Contractor").

R E C I T A L S

WHEREAS, County suffered a fire loss within the Grace Pavilion building at the Sonoma County Fairgrounds and urgent remediation is required to prevent further losses, and Contractor is an approved vendor of the County's Property insurer CSAC-EIA (California State Association of Counties – Excess Insurance Authority) Property Program and excess carrier Lexington Insurance Company; and

WHEREAS, Contractor represents that it is duly qualified and licensed in property cleaning and restoration, environmental remediation, reconstruction and related services; and

WHEREAS, in the judgment of the County Administrator, it is necessary and desirable to employ the services of Contractor for remediation services at the Sonoma County Fairgrounds.

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

A G R E E M E N T

1. Scope of Services.

1.1 Contractor's Specified Services

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

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

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

1.4 Assigned Personnel.

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

2. Payment. For all services and incidental costs required hereunder, Contractor shall be paid on a time and material/expense basis in accordance with the Fee Schedule set forth in Exhibit B, provided, however, that total payments to Contractor shall not exceed \$300,000.00, without the prior written approval of County.

The first \$50,000 in cost will be paid to Contractor by County only once invoices have been approved by McLarens Young International (California Association of Counties – Excess Insurance Authority's claims adjuster). Costs over \$50,000 will be paid directly by the CSAC-EIA property program and or excess insurers.

Contractor shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Head of the County Department receiving the services. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

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

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

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

3. Term of Agreement. The term of this Agreement shall be from October 28, 2014 to October 27, 2015 unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

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

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

4.3 Delivery of Work Product and Final Payment Upon Termination.

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

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

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

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

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

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

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

9. Representations of Contractor.

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

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

or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

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

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

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

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

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

9.8 Nondiscrimination. Without limiting any other provision hereunder, Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability,

sexual orientation or other prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

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

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

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

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

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

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

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

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

TO: COUNTY: Marciá Chadbourne, Risk Manager
 Human Resources, Risk Management Division
 County of Sonoma
 575 Administration Drive, Suite 116C
 Santa Rosa, Ca 95403

TO: CONTRACTOR: Dan Ward, Executive Vice President
 American Technologies, Inc.
 25000 Industrial Blvd
 Hayward, CA 94545

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

13. Miscellaneous Provisions.

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

or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

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

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

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

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

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

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

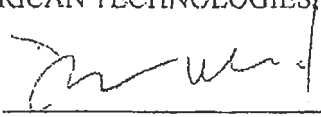
13.8. Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

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

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

CONTRACTOR:
AMERICAN TECHNOLOGIES, INC.

COUNTY: COUNTY OF SONOMA

By: 

By: _____
County Administrator

Name: DAN WARD

Title: EXECUTIVE VICE PRESIDENT

Date: 10/28/14

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

By: 
Tawny Tesconi
Fair Manager

Date: 10/30/14

APPROVED AS TO FORM FOR
COUNTY:

By: _____
County Counsel

Date: _____

Exhibit A

Scope of Services

American Technologies, Inc.

Contractor agrees, upon request from County (on an “as needed” basis), to provide services as set forth in this Exhibit A. Contractor will perform these services as requested by the County as the County in its sole discretion deems appropriate. All work will be issued incrementally with documented scope and prior written approval of County. County does not guarantee any minimum or maximum amount of work under this agreement.


Prior to any services performed, Contractor will provide County with a written project description, and get authorization for, a task order that itemizes:

- a) The specific services to be provided.
- b) The times and dates said services are to be provided.
- c) The costs of said services based on the fee schedule set forth in Exhibit B.

The job foreman, at the beginning of each work day, will provide the Fairgrounds Maintenance Superintendent (Cliff Sanders) with a list of all the staff scheduled to work and the major equipment that will be rented for that day.

Services:

1. Remediation services at Sonoma County Fairgrounds Grace Pavilion building located at 1350 Bennett Valley Rd, Santa Rosa, CA 95404, per the ATI Proposal dated October 22, 2014 attached hereto as Exhibit D. Fees and materials to be charged according to the schedule in Exhibit B.
2. Subsequent construction and related services, as necessary, to be charged according to the fee schedule in Exhibit B.


10/30/14



**Schedule A
Schedule of Labor Charges**

	Project Principal	\$ 150.00 /hr
x	Project Director	95.00 /hr
	Project Manager	75.00 /hr
	Senior Electronics/Equipment Consultant	225.00 /hr
	Electronics/Equipment Consultant	150.00 /hr
	Electronics/Equipment Supervisor	125.00 /hr
	Electronics/Equipment Project Manager	95.00 /hr
	Electronics/Equipment Lead Technician	80.00 /hr
	Electronics/Equipment Technician	70.00 /hr
	Building Consultant	140.00 /hr
	Junior Building Consultant	120.00 /hr
	Technician Building Consultant	80.00 /hr
	Healthcare Superintendent	65.00 /hr
	Healthcare Supervisor	58.00 /hr
	Healthcare Technician	55.00 /hr
	Health & Safety Supervisor	65.00 /hr
	Superintendent - Env. Specialist	75.00 /hr
	Supervisor - Env. Specialist	52.00 /hr
	Environmental Specialist/Hazardous Waste Technician	38.00 /hr
	Technology Specialist	70.00 /hr
x	Superintendent	65.00 /hr
x	Supervisor	50.00 /hr
	Restoration Consultant	125.00 /hr
x	Crew - Restoration Specialist	35.00 /hr
	Supervisor - Bio Hazard	80.00 /hr
	Bio Hazardous Waste Technician	60.00 /hr
	General Labor	29.00 /hr
	Project Auditor	65.00 /hr
	Project Accountant	55.00 /hr
x	Administrative	30.00 /hr

Notes:

- 1) Labor calculations are based upon an eight (8) hour workday Monday through Friday. All hours worked beyond eight (8), Monday through Friday will be considered overtime. All hours worked on Saturday will be considered overtime. Overtime hours will be calculated at 1.5 times the regular rate, per schedule. Sunday and Holiday hours will be calculated at 2 times the regular rate, per schedule. The above rates apply to any and all labor provided.
- 2) Travel time for all personnel will be billed at regular rate.
- 3) Travel expenses (airfare, ground transportation, etc.) and lodging for all personnel will be billed back to customer at documented cost plus 20%.
- 4) When circumstances beyond ATI's control require ATI personnel to stand-by at the job site, a minimum stand-by charge of 4 hours will be billed at the regular rate.
- 5) Per diem rates are \$35 per employee, per day plus 20%.



Schedule B
Schedule of Materials Most Frequently Used

Item Number	Description	U/M	Price
20000	Adhesive Spray	cn	6.00
20005	Air Cassette 37MM Lead	ea	3.00
20010	Air Asbestos Cassette	ea	1.80
20015	Anabec Cleaner	gl	43.00
20020	Bags 6mil 30 X 40 "A"	ea	1.50
20025	Bags 6mil 30 X 40 "Non-Haz"	ea	1.25
20030	Bags 6mil 30 X 40 Clear	ea	1.25
20035	Blades 2" Tile Bar	ea	14.00
20040	Blades 3.5" Tile Bar	ea	15.00
20045	Blades 4" Razor Scraper	ea	0.50
20050	Blades 8' Floor Scraper	ea	1.50
20053	Blades Kett Saw Drywall	ea	17.00
20054	Blades Kett Saw Plaster	ea	65.00
20055	Blades Sawzall Bi Metal	ea	3.75
20060	Blades Sawzall Wood	ea	3.75
20065	Blades Utility Knife	ea	0.50
20070	Bleach Clorox Ultra Germicidal	gl	9.00
20075	Booties Shoe Cover	pr	0.50
20080	Brush Nylon Toothbrush	ea	3.00
20085	Brush Steel Toothbrush	ea	3.00
	Brush Long Handle with Wire	ea	4.25
	Brush Paint 2"	ea	1.00
	Brush Paint 3"	ea	1.75
20090	Carpet Mask/Shield	rl	118.00
20095	Coveralls 2oz	ea	3.50
20100	Coveralls Tyvek	ea	11.00
20105	Danger Sign (Spanish)	ea	0.60
20110	Danger Sign (English)	ea	0.60
20114	Enviro Wash 805	gl	35.00
20115	Encapsulant Fiberset PM (Clear)	gl	19.00
20116	Encapsulant Fiberset FM (White)	gl	19.00
20117	Encapsulant Foster 40/20	gl	130.00
20120	Fiberlock Lead Shield	gl	58.00
20125	Fiberlock IAQ 2500	gl	24.00
20126	Fiberlock IAQ 2000	gl	32.00
20140	Filter Pleated 16 X 20 X 2	ea	7.00
20141	Filter Pleated 12 X 12 X 2	ea	7.00
20142	Filter Pleated 12 X 12 X 1	ea	12.50
20145	Filter North 1/2 Combo	ea	20.00
20150	Filter North 1/2 Particulate	ea	6.00
20151	Filter PAPR	ea	20.00
20154	Filter Pre 24 X 16	ea	2.00
20155	Filter Pre 24 X 24 X 1/2	ea	2.25
20156	Filter Pre 24 X 18 X 1/2	ea	2.50
20159	Filter Pleated 24 X 18	ea	16.00
20160	Filter Pleated 24 X 24	ea	9.00
20170	Filter Pre 16 X 16 X 1/2	ea	2.00
20171	Filter Pre 12 X 12 x 1/2	ea	2.00
20175	Filter Wire 24 X 24	ea	6.50
20176	Filter Wire 24 X 18	ea	8.00
20180	Filter Wire 12 X 12	ea	6.00
20181	Filter Wire 24 x 16	ea	7.00



Schedule B
Schedule of Materials Most Frequently Used

Item Number	Description	U/M	Price
20182	Filter Wire 16 X 16	ea	6.50
20185	Filter Hako Protector	ea	12.00
20186	Filter Nilfish STD Micro	ea	90.00
20187	Filter 5 Micron Shower	ea	7.50
20188	Filter 20 Micron Shower	ea	8.00
20190	Glasses Antifog Safety	pr	5.00
20195	Glove Bag 44 x 60 (Horizontal)	ea	18.00
20200	Glove Bags 60 x 84 (Vertical)	ea	21.00
20205	Gloves Knit White with Dots	pr	2.00
20210	Gloves Yellow Latex	pr	2.00
20211	Gloves, Palm Coated	pr	2.50
20215	Gloves Leather	pr	3.00
20216	Gloves, Cut Resistant	pr	16.00
20220	Goggles Safety	pr	7.00
20225	Hazard Sign (English)	ea	0.60
20242	Hearing Protection (Ear Plugs)	pr	0.50
20245	HEPA Filter 12 x 12 x 12	ea	180.00
20246	HEPA Pleated 15 x 15 X 6 (Nitro)	ea	385.00
20247	HEPA Filter 16 X 16 X 6 1K Omniaire	ea	230.00
20250	HEPA Filter 16 x 16 x 12	ea	250.00
20255	HEPA Filter 18 x 18 x 12	ea	300.00
20259	HEPA Filter 24 X 16 X 12	ea	225.00
20260	HEPA Filter 24 x 24 x 12	ea	250.00
20263	HEPA Filter PAPR SP3	ea	22.00
20265	HEPA Filter 5gl	ea	350.00
20270	HEPA Filter 12gl	ea	400.00
20275	HEPA Vac Bag 2.5gl	ea	6.00
20280	HEPA Vac Bag 5gl	ea	6.00
20285	HEPA Vac Bag 12gl	ea	6.00
20290	Light Bulb Halogen	ea	3.50
20295	Mold Resistant IAQ 6K White /Clear	gl	110.00
20300	Mask N95 With Valve	ea	5.00
20301	Mask, Nuisance Dust	ea	0.50
20302	Mask N100 Disposable	ea	15.00
20305	Mastic Remover (747)	gl	50.00
20306	Mastic Remover Soy Bean 909	gl	40.00
20310	Peel Away 1	gl	42.00
20315	Peel Away 7	gl	120.00
20314	Peel Away ST1	gl	45.00
20318	Poly 2mil 8' 4" X 200	rl	46.00
20319	Poly 2mil 10 X 100 Clear	rl	40.00
20320	Poly 2mil 20 X 200	rl	110.00
20325	Poly 4mil 4 X 100	rl	29.00
20330	Poly 4mil 8 X 100	rl	45.00
20335	Poly 4mil 10 X 100	rl	45.00
20340	Poly 4mil 10 X 100 F/R	rl	68.00
20345	Poly 4mil 12 X 100	rl	60.00
20350	Poly 4mil 20 X 100 Clear	rl	98.00
20355	Poly 4mil 20 X 100 F/R	rl	142.00
20359	Poly 6mil 12 X 100	rl	88.00
20360	Poly 6mil 20 X 100 Clear	rl	150.00
20361	Poly 6mil 20 X 100 F/R Reinforced	rl	310.00



Schedule B
Schedule of Materials Most Frequently Used

Item Number	Description	U/M	Price
20362	Poly 6mil 20 X 100 Reinforced	rl	210.00
20363	Poly 6mil 20 x 100 Black	rl	150.00
20365	Poly 6mil 20 X 100 F/R	rl	220.00
20366	Poly 10mil 20 X 100 CLR	rl	290.00
20367	Poly 10mil 20 X 100 F/R	rl	390.00
20370	Poly Tubing 6mil 12 X 500	rl	148.00
20371	Poly Tubing 4mil 19.5 X 500 12" Dia	rl	110.00
20375	Quick Sorb	lb	0.50
20380	Rags White	lb	4.00
20381	Rags, Mixed Knit	lb	2.00
20385	Respirator Wipes	bx	18.00
20390	Sand Paper Disk	ea	2.50
20395	Sani 10	gl	30.00
20397	Shampoo Body	ea	8.00
20400	Staples 3/8" OR 1/2"	bx (5000)	28.00
20405	Surfactant - Penewet	gl	18.00
20406	Shower Towels	bx	65.00
	Spray Bottle	ea	3.50
20408	Tacky Mat	pk	80.00
20410	Tape Red Danger Asbestos	rl	21.00
20411	Tape AHERA Asbestos (White)	rl	18.00
20412	Tape Lead Caution Red	rl	21.00
20415	Tape Yellow Caution	rl	20.00
20416	Taper Danger Do Not Enter	rl	20.00
20420	Tape Duct 2"	rl	14.00
20421	Tape 2" Yellow Poly	rl	10.00
20422	Tape 2" White Poly	rl	9.00
20425	Tape Packing Clear 2"	rl	3.00
20430	Tape Painters 2"	rl	15.00
20435	Utility Knives	ea	6.00
20440	Zipper Containment	ea	15.00
40000	Air Neutralizer	gl	22.00
40005	Bags 2mil 30 X 40 Clear	ea	0.75
40007	Bags 3mil 30 X 40 Clear	ea	0.75
40009	Bar Wardrobe Box	ea	3.00
40010	Box Small White 1.5	ea	3.00
40015	Box Large White 4.5	ea	6.00
40020	Box Lamp	ea	6.50
40025	Box Mirror	ea	11.25
40030	Box Wardrobe 24"	ea	16.00
40035	Brush Utility	ea	15.00
40040	Bubble Antistatic Small 24 X 750	rl	180.00
40041	Bubble Antistatic Large 24 X 250	rl	75.00
40045	Bubble Wrap Small 24 X 750 3/16"	rl	175.00
40046	Bubble Wrap Large 24 X 250 1/2"	rl	85.00
40050	Bubble Wrap Large 48 X 250	rl	130.00
40054	Contact & Circuit Board Cleaner	cn	18.90
40055	Corrugated Cardboard 48"	rl	145.00
40060	Cushion Pack 48"	rl	245.00
40065	Degreaser Workhorse	gl	18.00
40070	Emulsifier Carpet	gl	21.00
40074	Filter Pleated 16 X 16 X 2	ea	8.00



Schedule B
Schedule of Materials Most Frequently Used

Item Number	Description	U/M	Price
40080	Filter Pleated Charcoal 24 x 24	ea	32.00
40081	Flex Duct - All Sizes	rl	37.00
40087	Furniture Block	ea	10.00
40090	Furniture Polish	ea	11.00
40095	Gel Block Small	ea	25.00
40100	Gel Block Large	ea	95.00
40105	Gentle Scrub	cn	13.00
40110	Glass Cleaner	cn	7.00
40115	Gloves Black Nitrile	pr	0.50
40116	Gloves, Chemical Resistant 12"	pr	3.00
40125	Layflat 6mil 18" X 725	rl	495.00
40135	LPS 1	gl	90.00
40136	LPS 2	gl	99.00
40140	LPS 3	gl	130.00
40142	Detergent Laundry	ea	1.50
40144	Milgo	gl	75.00
40145	Mountain Air	gl	38.00
40150	Murphy Oil Soap	gl	35.00
40155	Old English Scratch	ea	18.00
40160	Oven/Grill Cleaner	ea	6.50
40165	Packing Newsprint	ea	1.50
40170	Penetrating Lubricant	cn	22.00
40172	Q Tip 3" (Small)	ea	0.10
40173	Q Tip 6" (Large)	ea	0.20
40175	Rags Bar Mop/Surgical Blue	lb	6.00
40182	Rosin Paper	rl	22.50
40185	Scouring Pads Doodle Bug	ea	6.50
40190	Scouring Sponges Yellow/Green	ea	2.50
40192	Shrink Wrap	rl	31.00
40193	Shampoo Body	ea	9.00
40194	Simple Green	gl	30.00
40195	Smoke/Chem Sponges	ea	4.50
40200	Soot Sealer	gl	52.00
40205	Steel Wool Fine #0000	ea	0.75
40210	Stainless Steel Cleaner	cn	14.00
40215	Thermo 55	gl	128.00
40220	Traffic Lane	gl	16.00
40222	Tie Webbing	rl	25.00
40225	Vaportech Membrane	ea	58.00
40226	Vaporshark	ea	950.00

Item Number	H/C Items	U/M	Price
50000	Astro Foil Insul 48"	rl	68.00
50010	Clips Ring	ea	1.50
50020	Coil Clean, Micro	ea	65.00
50021	Coil Clean, Power	ea	38.00
50030	Degreaser HD	cn	38.00
50040	DP 10/10	ea	37.50
50041	DP 10/20	ea	45.00
50050	Duct Odor Eliminator	cn	78.00
50060	Firestop Joint Spray	ea	12.00
50061	Firestop Joint Spray - Fast Cure	ea	150.00



Schedule B
Schedule of Materials Most Frequently Used

Item Number	H/C Items	U/M	Price
50065	Firestop Putty Pad	ea	28.50
50066	Firestop Putty Stick	bx (12)	695.00
50070	Firestop Sealant 20oz Foil	ea	1,030.00
50071	Firestop Sealant Flexible 606	bx (20)	720.00
50080	Firestopping Plugs	ea	98.00
50081	Firestopping Blocks	ea	98.00
50090	Flex Duct Insul R6 6"	ea	68.00
50091	Flex Duct Insul R6 7"	ea	75.00
50092	Flex Duct Insul R6 8"	ea	85.00
50093	Flex Duct Insul R6 9"	ea	94.00
50094	Flex Duct Insul R6 10"	ea	105.00
50095	Flex Duct Insul R6 12"	ea	115.00
50096	Flex Duct Insul R6 14"	ea	155.00
50100	HVAC System and Ducts - Mold Prevention	gl	55.00
50101	HVAC Systems and Ducts - Mold Maintain	ea	190.00
50105	Mineral Wool	pk	42.00
50110	Poly Coreplastic FR	sheet	98.00
50111	Poly FR Visqueen NFPA print	rl	415.00
50115	Poly Hanger	cs	705.00
50120	Rags, White	lb	8.00
50130	Tape 3" Insul Foil Scrim Kraft	rl	55.00
50132	Tape Hard Cast 3.5"	rl	68.00
50134	Tape Silver Duct 2" Closing Tape	rl	38.00
50140	Zip Ties 48" for Flex Ducting	pk	1.75
60015	Rubber Boots	pr	32.00
60163	Gatorade	pk	7.50
60240	Mop Disposable Head	ea	12.00
60270	Pads High Pro 18"	ea	15.00
60302	Rainsuit	ea	22.50

Item Number	Biohazard Items	U/M	Price
80000	Bio Can 6gl	ea	110.00
80005	Bio Can 14gl	ea	135.00
80010	Bio Hazard Bags 33gl	ea	2.50
80015	Black Light (UV)	ea	18.00
80020	Brush Scrub	ea	9.00
80025	Boots Yellow Hazmat Disposable	pr	12.00
80030	Coverall Blue A60	ea	15.00
80031	Coveralls Yellow	ea	15.00
80035	First Aid Kit S/S Case	ea	130.00
80040	Fogger Electric	ea	785.00
80045	Fogger ULV	ea	965.00
80050	Gloves 5mil PF	bx	17.00
80055	Gloves 8mil Nitrile	bx	22.50
80060	Gloves 22mil 15" HD Nitrile	ea	450.00
80065	HP Sprayer S/S	ea	100.00
80070	Hydrogen Peroxide 3, 10 or 30%	gl	55.00
80075	Luminol	qt	110.00
80080	Microban QGC	gl	65.00
80085	Odorcide 210	gl	165.00
80095	Paper Towel Heavy Absorbent	cs	98.00
80100	Phenol Disinfectant	gl	52.00



Schedule B
Schedule of Materials Most Frequently Used

Item Number	Biohazard Items	U/M	Price
80105	Quarternary Disinfectant	gl	70.00
80110	Redz Solidifier 2oz	ea	4.50
80115	Respirator 1/2 Face Silicone	ea	48.00
80120	Respirator Full Face Silicone	ea	350.00
80125	Rinse Shower Unit	ea	370.00
80130	Safety Spill Kit	ea	110.00
80135	Scrub Brush	ea	6.50
80140	Sporicidin Disinfectant	gl	58.00
80145	Sporicidin Wipes	bx	25.00
80150	Tape Bio Hazard	rl	22.00
80155	Waste Container Collapsible	ea	60.00
80160	Waste Container Needle/Blade	ea	48.00



Schedule C
Schedule of Equipment Most Frequently Used

	<u>Daily</u>	<u>Weekly</u>	<u>Monthly</u>
Air Atomizing Equipment	\$ 18.00	\$ 90.00	\$ 270.00
Air Movers	26.00	120.00	275.00
Air Sampling Pump	20.00	100.00	300.00
Airless Sprayer	95.00	475.00	1,425.00
Airwolf with Hoses & Tee Valves	80.00	400.00	1,200.00
Baker Scaffold Sec	28.00	140.00	420.00
Broom, Push 24"	45.00	225.00	675.00
Bucket 5GL	11.00	55.00	165.00
Carpet Cleaning Machine	75.00	375.00	1,125.00
Clean Room - HEPA Filtered	425.00	2,125.00	6,375.00
Compressor (Small)	48.00	240.00	720.00
Compressor 250-350 cfm	190.00	950.00	2,850.00
Corrosion Control Equipment	75.00	375.00	1,125.00
Crowbar	22.00	110.00	330.00
Decontamination Unit	75.00	375.00	1,125.00
Dehumidification Units (Large)	135.00	675.00	1,900.00
Dehumidification Units (Small)	75.00	375.00	1,125.00
Dehumidification Units (Regular)	95.00	475.00	1,425.00
Desiccant DH 1000	325.00	1,625.00	4,875.00
Desiccant DH 5500	1,150.00	5,750.00	17,250.00
Desiccant DH 5500 with trailer	1,350.00	6,750.00	20,250.00
Desiccant DH 7500	1,535.00	7,675.00	23,025.00
Disposable decon	390.00	1,950.00	5,850.00
Dry Ice Blasting Unit with Hoses & Spray Gun	375.00	1,875.00	5,625.00
Drywall Saw with HEPA Attachment	30.00	150.00	450.00
Drum 55GL Metal	95.00	475.00	1,425.00
Dump Cart	8.00	40.00	120.00
Dump Truck	195.00	975.00	2,925.00
Dust Pan Metal/Plastic	12.50	62.50	187.50
Extraction Unit (Portable)	75.00	375.00	1,125.00
Flood Lights	10.00	50.00	150.00
Floor Buffer	26.00	130.00	390.00
Gang Box	75.00	375.00	1,125.00
Generator - 10 kw	70.00	350.00	1,050.00
Generator - 30 kw	190.00	950.00	2,850.00
Generator - 5 kw	60.00	300.00	900.00
Hammer	16.50	82.50	247.50
Head Lights	4.00	20.00	60.00
Heater	15.00	75.00	225.00
Heater - Torpedo/Propane Small	45.00	225.00	675.00
Heater - Torpedo/Propane Large	75.00	375.00	1,125.00
Heater - Phoenix 2000 30-50 amp Electric	125.00	625.00	1,875.00
Heater - Fall 60,000 - 80,000 BTU with Thermostat	150.00	750.00	2,250.00
HEPA Vacuum Equipment	75.00	375.00	1,125.00
HP Floor Drying Unit with Disconnects & Hoses	175.00	875.00	2,625.00
HVAC Cleaning Equipment with HEPA	195.00	975.00	2,925.00
Hydroxyl 2 Optic	180.00	900.00	2,700.00
Hydroxyl 3 Optic	225.00	1,125.00	3,375.00
Injectidry with Hoses	95.00	475.00	1,425.00
Injectidry w/ Hoses & HEPA Interceptor	125.00	625.00	1,875.00
Ladders	8.00	40.00	120.00
Lights - Temporary - Demo/Stand/String	24.00	120.00	360.00
Manometer	50.00	250.00	750.00



Schedule C
Schedule of Equipment Most Frequently Used

	<u>Daily</u>	<u>Weekly</u>	<u>Monthly</u>
Mobile Containment Cubes with HEPA	95.00	475.00	1,425.00
Move and Cools	115.00	575.00	1,725.00
Negative Air 600 cfm	85.00	425.00	1,275.00
Negative Air 2k cfm	140.00	700.00	2,100.00
Negative Air 2K	85.00	425.00	1,275.00
Non-Evasive Roof-Top Scrubber	375.00	1,875.00	5,625.00
Ozone Purification Equipment	125.00	625.00	1,875.00
PCB Transporter Rack	5.00	25.00	75.00
Passenger Van (10-15)	225.00	1,125.00	3,375.00
Power Washer	125.00	625.00	1,875.00
Power Washer, Hot	275.00	1,375.00	4,125.00
Pumps - Sump/Flood	35.00	175.00	525.00
Pumps - Garbage/trash with Hoses	225.00	1,125.00	3,375.00
Respirators 1/2 Face	3.00	15.00	45.00
Respirators Full Face	5.00	25.00	75.00
Respirators PAPR	15.00	75.00	225.00
Rolling Scaffold Sec	20.00	100.00	300.00
Sanders 4 1/2" with HEPA Attachment	8.00	40.00	120.00
Sawsall	15.00	75.00	225.00
Shop Vac	25.00	125.00	375.00
Spider Box Including Cables	55.00	275.00	825.00
Storage Trailer 40 ft.	40.00	200.00	600.00
Storage Vaults	4.00	20.00	60.00
Terminator Floor Remover	525.00	2,625.00	7,875.00
Thermal Fog	95.00	475.00	1,425.00
Thermal Imaging Camera	125.00	625.00	1,875.00
Tool Box	25.00	125.00	375.00
Truck Mount - Carpet Cleaning	375.00	1,875.00	5,625.00
Truck Mount - Extraction	525.00	2,625.00	7,875.00
Two Way Radios	8.00	40.00	120.00
Ultra Violet Mobile Room Sanitizer	150.00	750.00	2,250.00
Ultrasonic Unit	145.00	725.00	2,175.00
Uniform	1.00	7.00	28.00
Vapor Tech	95.00	475.00	1,425.00
Vehicle - Box Van Large	225.00	1,125.00	3,375.00
Vehicle - Box Van Small	175.00	875.00	2,625.00
Vehicle - Cargo Van	90.00	450.00	1,350.00
Vehicle - Flatbed Moving with Forklift	285.00	1,425.00	4,275.00
Vehicle - Pickup	75.00	375.00	1,125.00
Vehicle - Stakebed	195.00	975.00	2,925.00
Water Filtration Micron	39.00	195.00	585.00
Wet Cleaning Equipment	75.00	375.00	1,125.00
Zipwall Kit 12"	240.00	1,200.00	3,600.00
Zipwall Kit 20"	395.00	1,975.00	5,925.00

The foregoing list includes only the labor, materials, and equipment most frequently used in fire, water, restoration, environmental and biohazard work. Other labor, materials, and equipment may be required and will be added to the list if necessary. Subcontractors and equipment rented will be charged at costs plus 20%.

Exhibit C

Contractor shall maintain and require all of its subcontractors and other agents to maintain the insurance listed below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Contractor shall not commence Work, nor allow its employees, subcontractors or anyone to commence Work until the required insurance has been submitted and approved by County and a Notice to Proceed has been issued. Any requirement for insurance to be maintained after completion of the Work shall survive this Agreement.

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

1. Workers Compensation and Employers Liability Insurance

- a. Required if Contractor has employees.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against County.
- e. Required Evidence of Insurance:
 - i. Subrogation waiver endorsement; and
 - ii. Certificate of Insurance.

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

2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The General Aggregate shall apply separately to each Project. The required limits may be provided by a combination of General Liability Insurance and Commercial Umbrella Liability Insurance. If Contractor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Contractor.
- c. Any deductible or self-insured retention shall be shown on the Certificate of

Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County. Contractor is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving the County.

- d. Insurance shall be continued for one (1) year after completion of the Work.
- e. The Sonoma County Fair and Exposition, Inc., Harvest Fair Association of Sonoma County, the County of Sonoma their officers, agents and employees shall be additional insureds for liability arising out of ongoing and completed operations by or on behalf of the Contractor in the performance of this agreement. The foregoing shall continue to be additional insureds for (1) year after completion of the Work under this Agreement.
- f. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- g. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "F" definition of insured contract in ISO form CG 00 01, or equivalent).
- h. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against County.
- i. The policy shall cover inter-insured suits between the additional insureds and Contractor and include a "separation of insureds" or "severability" clause which treats each insured separately.
- j. Required Evidence of Insurance:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
 - ii. Certificate of Insurance.

3. Automobile Liability Insurance

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

4. Standards for Insurance Companies

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

5. Documentation

- a. The Certificate of Insurance must include the following reference: Grace Pavilion Fire GC023249 Property Insurance Claim.
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Contractor agrees to maintain current Evidence of Insurance on file with County for the required period of insurance.

- c. The name and address for Additional Insured endorsements and Certificates of Insurance is:

Human Resources – Risk Management
Attn: Katie MacKay
575 Administration Dr Ste 116C
Santa Rosa, CA 95403

- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Contractor shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

6. Policy Obligations

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

7. Material Breach

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

**Exhibit D
ATI Proposal**



October 22, 2014

Ms. Katie MacKay, AIC
Liability Analyst - County of Sonoma
575 Administration Dr. Ste. 116C
Santa Rosa, CA 95403

Mr. Pete Collins
McLarens Young International
180 Montgomery Street
Suite 2100
San Francisco, Ca. 94104

RE: Grace Pavilion
1350 Bennett Valley Road
Santa Rosa, Ca

Dear Ms. MacKay:

The following is a general scope of work for the cleaning and deodorization of the structure and contents located at the referenced address.

The fire, located in the rear offices, resulted in a substantial amount of soot fall out within the offices and main structure. The electrical fire also resulted in significant odor throughout the facility.

Recommendations for cleaning and deodorization are as follows:

Offices:

1. Remove all ceiling tile leaving the grid.
2. Clean all remaining ceiling grid and dead air space.
3. Clean all light fixtures.
4. Dry sponge all wall surfaces to include trim, casings and doors.
5. Wet wipe all semi-gloss painted walls.
6. Clean all wall mounted fixtures, cabinets and shelving units.
7. Deodorize as needed using thermal fogging and ozone.

Exhibit D ATI Proposal



Contents:

1. All paper contents to include files, desk items etc. to be cleaned using a dry sponge method.
2. Computers and electronic items will receive an external wipe unless there is evidence of operation during the fire. If the computers were operational during the fire we will provide a complete cleaning of the interior and exterior.
3. All furniture to be cleaned with the use of detergents, oil soaps and degreasers.
4. All curtains to be removed cleaned with appropriate solvents and deodorized. Upon completion all items will be returned.

Main Structure:

1. The structure is of oval wood framed construction and will require high reach equipment for all cleaning and deodorization.
2. Wet clean all structure metal and wood framed walls and ceilings.
3. Remove the sound deadening insulation located in the ceiling and discard.
4. Evaluate the wall sound deadening insulation located in the wall cavities and deodorize.
5. Clean all wood wall systems with the use of oil soap and degreasers.
6. Evaluate and clean the exhaust fans. The fan system will be cleaned from the lifts. If this is not assessable a change order will be developed for roof entry.
7. Wet mop all concrete floors after each work day.
8. Install air scrubbing units to clean the air and allow air changes.
9. Install deodorization equipment from the beginning to the end of the job.

Once all cleaning and deodorization is complete the area will be ready for construction and painting as needed. After the cleaning process the construction portion may be limited to ceiling tile with minimal painting. Any construction charges are not accounted for in this scope as it is undetermined at this time.

The duration of the job is expected to be two weeks. Every effort will be made to minimize the number of days for cleaning and deodorization. It will depend how the structure responds to the cleaning deodorization process.

ATI will perform the scope of work as outlined for a not to exceed amount of 235,000.00. This will include labor, materials and equipment. At the time of billing we will provide a complete accounting of the expenses incurred.

Respectfully,

Dan Ward
Executive Vice President
510-774-2281

October 28, 2014

Sonoma County HR Dept. – Risk Management Division

Re: Sonoma County Fair – Grace Pavilion – Fire Remediation

Recommendation and Justification to Sonoma County Fair / CAO for Fire Remediation Contract to be Immediately Executed by the County Administrator

For questions please call Katie Mackay (X3537) or Janell Crane (X2885)

Executive Summary

The Grace Pavilion at the Sonoma County Fairgrounds sustained smoke and soot damage from a fire that occurred last week (10/21/14). While the cause of the fire is not definitive, PG&E performed a planned shutdown of the in-ground switch that services the Grace Pavilion the morning of the fire. A fire investigator has been retained to determine the cause of the fire. The building cannot be used until it is remediated. To avoid loss of use of this building to the community and significant loss of revenue to the Fair, it is recommended that the clean-up commence immediately.

The Public Contracting Code / Sonoma County Ordinance No. 4851 allow for immediate remediation of structures in emergency situations without undertaking a formal bid process, by making provision for either the Purchasing Agent or County Administrator to execute an agreement for the work. In this case, the estimated cost of the remediation (\$235,000+) exceeds the amount delegated to the Purchasing Agent (contracts less than or equal to \$175,000) and thus the agreement must be executed by the County Administrator. The Ordinance requires that the BOS subsequently ratify the action.

The costs of the remediation will be paid by the County's property insurer – with the exception of the \$50,000 deductible that is budgeted under the County's Property Insurance Index.

Recommendation

- 1) The County Administrator executes a contract for immediate remediation services under the authority of Ordinance No. 4851 for clean-up work to commence the week of October 27, 2014.
- 2) As required by the Ordinance, the CAO brings a Board report to the BOS (prepared by Fair) at the next Board meeting (preferably 11/4/2014) to ratify the action.
- 3) It might also be necessary to report the above actions to the Fair Board.
- 4) County Purchasing supports this recommendation.

Need for Urgent Remediation

The Grace Pavilion is available to the public as an event rental facility. The following events are booked at the Grace Pavilion over the next few weeks:

- Gem Fair – 10/22-10/26
- Santa Rosa Youth Football Cheerleading Competition – 10/31-11/1

- Mexican Concert/Dance – 11/7-11/9
- Roller Derby – 11/22
- Redwood Gospel Mission Thanksgiving Program – 11/22-11/26

The Gem Fair event was moved to another building at the Fairgrounds because of this loss. Other larger events will either be moved or cancelled until remediation is completed. Cleanup is estimated to take 2 weeks. The Fair estimates the monthly average revenue from the Grace Pavilion to be \$55,000.

A formal bidding process is estimated to take anywhere between 2 weeks and 2 months. Additional time results from the requirement for the insurance carrier to review and approve the selected vendor.

This loss falls under the definition of an “emergency” to which the formal bidding process does not apply due to the possible health risks which could result from using an unclean building, the impact to the community should the Grace Pavilion be unavailable for an extended period of time, and the potential loss of revenue to the Fair. Immediate remediation work is necessary to bring the property back to its pre-loss condition and is in the best interests of the County and the citizens of Sonoma County.

Incident and Background

On October 21, 2014, a fire occurred in the offices within the Grace Pavilion building at the Fairgrounds. The Santa Rosa Fire Department responded and extinguished the fire. Fire damage to the building is moderate. However, there is a great deal of smoke damage and odor to the offices and 35,000 sq. ft. main pavilion.

Immediately following the loss, the County’s Property insurer, California State Association of Counties Excess Insurance Authority (CSAC-EIA), was put on notice as the loss was anticipated to exceed the Property insurance deductible (\$50,000). CSAC-EIA recommended American Technologies, Inc. (ATI) for emergency restoration services as one of two vendors approved by CSAC-EIA and the excess carrier, Lexington Insurance Company. ATI submitted a proposal for remediation services with a not to exceed amount of \$235,000. We are recommending a contract not to exceed \$300,000 in order to make provisions for potential change orders or subsequent construction and related services, as necessary.

According to Section 22032(c) of the Public Contract Code, public projects over one hundred seventy-five thousand dollars (\$175,000) shall, except as otherwise provided in the Act, be let to contract by formal bidding procedures.

All projects of more than one hundred seventy-five thousand dollars (\$175,000) shall be performed by contract using formal (advertised) bidding procedures (e.g., the project, plans and specifications shall be approved by the Board of Supervisors; the project shall be advertised by the Clerk of the Board; the project shall be awarded by the Board of Supervisors; and the contract shall be executed by the Chairman of the Board of Supervisors).

However, in the case of an emergency, pursuant to Section 22050(a)(1) of the Public Contract Code, a public agency may repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts.

An “emergency” is defined as an unforeseen situation in which there is a breakdown of County service that requires immediate action be taken to restore such service, in order to avoid serious and adverse consequences affecting the life, health, welfare, or property of the citizens of Sonoma County.

Pursuant to Section 22050(b) of the Public Contract Code, the Board of Supervisors has delegated to the County Administrator, by County Ordinance No. 4851, the authority to order any action pursuant to Section 22050(a)(1) in the event of an emergency.

If the County Administrator orders any action pursuant to Section 22050(a)(1), the County Administrator shall report to the Board of Supervisors at its next meeting the reasons justifying why the emergency will not permit a delay resulting from a competitive solicitation for bids and why the action is necessary to respond to the emergency.



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, County of Sonoma

Board Agenda Date: November 14, 2014

Vote Requirement: Majority

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

Staff Name and Phone Number:

Al Terrell / 565-1157

Supervisorial District(s):

All Districts

Title: Sonoma County Operational Area Hazardous Materials Incident Response Plan

Recommended Actions:

Adopt a resolution approving the 2014 revisions to the Sonoma County Operational Area Hazardous Materials Incident Response Plan.

Executive Summary:

This item requests the adoption of a resolution approving the 2014 revisions to The Sonoma County Operational Area Hazardous Materials Incident Response Plan (Area Plan).

The Area Plan is required under California Health and Safety Code (Code), Chapter 6.95, Section 25503. Sonoma County Fire and Emergency Services (FES) is responsible for developing and maintaining the Area Plan for the County of Sonoma (County). The Area Plan describes policies and procedures relating to hazardous materials emergency response, and is used throughout the County, including incorporated cities, unless a city develops its own response plan. To date, all cities, with the exception of the City of Santa Rosa, use this plan.

The Code requires the plan be reviewed every three years; the last update to the Plan was in the fall of 2011 and approved by the Board on August 14, 2012. The 2014 update includes the following revisions:

1. Updated the list of Specialized Equipment available in the County (Response Annex 4). This is a list of highly specialized hazardous materials response equipment maintained by FES and the Santa Rosa Fire Department which is readily available on a local level for mitigating releases of dangerous chemicals.
2. Updated references to Cal EMA by noting the agency's current name, Cal OES.
3. Updated summary of recent agency training activities related to hazardous materials.
4. Updated the Standard Operating Procedures used by the Sonoma County Hazardous Materials Response Team.

A copy of the Area Plan has been made available to each City Manager, City Police Chief, and City Fire Chief as well as each Fire Protection District and each agency listed in Response Annex 5A of the Area Plan.

Prior Board Actions:

08/14/2012: Resolution #12-0393 adopting the revised 2012 Sonoma County Operational Area Hazardous Materials Incident Response Plan

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

This item supports Goal 1 by ensuring community members are safe in their homes and communities from accidental releases of hazardous materials.

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):

None.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

None.

Attachments:

Resolution (A1)

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

2014 Sonoma County Operational Area Hazardous Materials Incident Response Plan



County of Sonoma
State of California

Date: November 14, 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, Adopting the 2014 Sonoma County Operational Area Hazardous Materials Incident Response Plan Revised As Required by the California Health and Safety Code.

Whereas, the California Health and Safety Code, Chapter 6.95, Section 25503 requires an administering agency to establish an area plan for emergency response to a release of hazardous material; and

Whereas, the Sonoma County Fire and Emergency Services Department has the responsibility for developing and maintaining the area plan for the County; and

Whereas, the California Health and Safety Code requires a review of the plan every three years; and

Whereas, the last revision of the area plan was in the fall of 2011; approved by the Board on August 14, 2012.

Now, Therefore, Be It Resolved that the Sonoma County Board of Supervisors adopt the 2014 revision of the Sonoma County Operational Area Hazardous Materials Incident Response Plan.

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma Agenda Item Summary Report

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

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

To: Sonoma County Board of Supervisors

Board Agenda Date: November 14, 2014

Vote Requirement: Majority

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

Staff Name and Phone Number:

Christopher Helgren / 565-1152

Supervisorial District(s):

All

Title: Extension of the Proclamation of Local Emergency Due to Earthquake Damage

Recommended Actions:

Adopt a resolution extending the proclamation of a local state of emergency in the Sonoma County Operational Area due damage arising from the August 24, 2014, South Napa Earthquake.

Executive Summary:

This item requests the Board of Supervisors to extend the proclamation of a local emergency in Sonoma County Operational Area due damages arising from the August 24, 2014, South Napa Earthquake.

Background:

The Board adopted a resolution ratifying the proclamation of the of Existence of Local Emergency in Sonoma County Operational Area due to damage arising from the August 24, 2014, South Napa Earthquake at a special Board meeting on Thursday, September 4, 2014. 30 Day extensions of the proclamation were approved by the Board on September 23, and October 21, 2014.

The current estimate of private damage to businesses and residences in Sonoma County Operational Area remains approximately \$5.5 million. These damages are restricted primarily to the Sonoma Valley area. This figure includes both real and personal property reports made to the County. There has not been a damage report for several weeks to either the reporting line or directly to PRMD. There have been inquiries about federal aid to PRMD staff.

As in prior emergencies, the Proclamation resolution included a waiver of County permitting fees for the repair of earthquake damage in order to assist with timely recovery from the earthquake. As of this date there have been only inquiries regarding permits to repair earthquake damages. Budgetary adjustments associated with any waived permit fees will be included in future quarterly consolidated budget adjustments.

On September 2, 2014, the Governor requested a Presidential Major Disaster Declaration, and issued an Executive Order making available California Disaster Assistance Act funding and other financial relief. Staff have solicited to all jurisdictions in the Operational Area for public damage and have not received any reports of eligible damages. On September 11, 2014, President Obama declared a Major Disaster for Napa and Solano counties, providing assistance for emergency work and public infrastructure repairs. Sonoma County, which suffered minimal public damages, was not included. Cal OES has provided FEMA with more information to bolster the case to offer individual assistance, and on October 28, FEMA announced disaster assistance for individuals

and households affected by the South Napa earthquake in Napa and Solano counties. Sonoma County residents were not included in this announcement. However, US Small Business Administration (SBA) is offering loans for economic injury to Napa, Solano and adjoining counties, including Sonoma. This remedy may provide loan assistance to the businesses in our county suffering from economic injury related to the earthquake for loan applications submitted prior to December 29, 2014. The notice released from the SBA regarding loans for physical damage is limited to the primary counties of Napa and Solano.

Staff recommends that the Board extend the proclamation of a local emergency due to earthquake damage by the South Napa earthquake. This extension will allow us to ensure that we exhaust all avenues for assistance for our citizens affected by the earthquake.

Prior Board Actions:

10/21/2014: 30 Day extension of proclamation.
 09/23/2014: 30 Day extension of proclamation.
 09/04/2014: Proclamation of a local emergency due to earthquake damage.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

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.

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 Terminating the Proclamation of Local Emergency (Att1)

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

None.



County of Sonoma
State of California

Date: November 14, 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 The Existence Of A Local Emergency In The Sonoma County Operational Area Due To The 2014 South Napa Earthquake.

WHEREAS, California Government Code section 8630 and the Sonoma County Code section 10.5, empower the County Administrator to proclaim the existence of a local emergency when Sonoma County is affected or likely to be affected by a public calamity; and

WHEREAS, conditions of extreme peril to the safety of persons and property have arisen within Sonoma County as of August 24, 2014, at 3:20 a.m. due to an earthquake, referred to as the 2014 South Napa Earthquake; and

WHEREAS, the Board of Supervisors finds that the aforesaid conditions of extreme peril is beyond the control of the normal protective services, personnel, equipment and facilities within the Sonoma County Operational Area

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, the Board of Supervisors of the County of Sonoma has reviewed the need to continue the existence of this local emergency.

NOW, THEREFORE, IT IS PROCLAIMED AND ORDERED, that the Proclamation of Existence of a Local Emergency, as issued by the County Administrator on August 30, 2014, and ratified by the Board of Supervisors on September 4, 2014, is hereby extended by the Board of Supervisors; and

IT IS FURTHER PROCLAIMED AND ORDERED, that during the existence of this local emergency, the powers, functions and duties of the County Administrator 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 by 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; and continue to seek all available forms of Federal disaster assistance and relief programs, to include a Presidential Major Disaster Declaration; and

IT IS FURTHER PROCLAIMED AND ORDERED, pursuant to Government Code section 8630, the Board of Supervisors shall review the need for continuing this local emergency at least once every thirty days until the Board of Supervisors terminates the local emergency; and

IT IS FURTHER PROCLAIMED AND ORDERD that a copy of this extension 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: 16
(This Section for use by Clerk of the Board Only.)

To: Sonoma County Board of Supervisors

Board Agenda Date: November 14, 2014

Vote Requirement: Majority

Department or Agency Name(s):

Staff Name and Phone Number:

GSD-Marc McDonald: 707-565-3468
EDB-Albert Lerma: 707-565-6428

Supervisorial District(s):

All

Title: Lease expansion for Economic Development Board for the Creative Sonoma Arts Program, the Workforce Investment Board Business Services Program, and the Bilingual Business Assistance Program

Recommended Actions:

Authorize the General Services Director to execute a lease amendment with Hilltop Medical Center, LLC, successor-in-interest to Madalyn, LLC, for the Economic Development Board / Creative Sonoma Arts Program, the Workforce Investment Board Business Services Program, and the Bilingual Business Assistance Program, for approximately 1,747 sq. ft., in the building located at 141 Stony Circle, Santa Rosa, for an additional \$2,533 per month, or an additional \$30,398 per year, for a term to expire on October 31, 2017, with options to extend the term through October 31, 2021, concurrent with the existing lease.

Executive Summary:

General. This matter involves a proposed lease expansion for the Economic Development Board (EDB), for the Creative Sonoma Arts Program, the Workforce Investment Board Business Services Program and the Bilingual Business Assistance Program (collectively, the Programs). On July 30, 2013, your Board authorized the County to enter into a lease (the Lease) with Madalyn, LLC, predecessor-in-interest to Hilltop Medical Center, LLC, who is the current landlord (Landlord), for 5,286 rentable sq. ft. of office space in Suites 110 and 120, of the building located at 141 Stony Circle, Santa Rosa (Premises). The Lease expires November 1, 2017, with four, 1-year options to extend the term through October 31, 2021. The first reading of this lease occurred on October 21, 2014.

Creative Sonoma Arts Program, Workforce Investment Board Business Services Program and Bilingual Business Assistance Program. On June 24, 2014, your Board accepted and approved the Creative Sonoma Arts Action Plan and along with that approval directed the EDB to implement the Creative Sonoma Arts Program. As part of its responsibility to implement the program EDB will be hiring staff to manage the program.

EDB is actively pursuing two additional initiatives that will also increase staff and office space requirements. EDB is partnering with the Workforce Investment Board programs under a Memorandum of Understanding with the Human Services Department effective July 1, 2014, to administer a new workforce business services program that will support Job Link. EDB is also strengthening its minority business services program and will be adding a Bilingual Business Assistance component to the complement of services it provides the business community. The three focus efforts together will result in the need for three additional full-time equivalent (FTE) program managers, one FTE administrative aide, one part-time extra-help administrative aide for Support Creative Sonoma, two part-time volunteers and one full-time intern position to facilitate these new program efforts. EDB is currently going through the recruitment process, and the new program staff are anticipated to begin work in mid-October through a staged, three-month recruitment process. Pending approval of execution of the proposed lease amendment, two of the FTE staff will work in office space provided at the Job Link Center located at 2227 Capricorn Way, Santa Rosa, and three FTE staff will work in conference room flex space at the EDB. The remaining intern and volunteer positions would be delayed until the lease amendment is approved and the tenant improvements are completed.

Proposed Lease Expansion. Prior to 2012, EDB staffing levels comprised 3 full-time staff, 3 extra help interns/program coordinators, plus extra help and volunteers as needed. Since 2012, EDB staffing needs have grown to current levels of 8 full-time and 2 part-time staff persons, plus 15 extra help persons, for a total current staffing level of 25. The current 5,286 sq. ft. of office space is adequate to meet current needs for a staff of 25.

Staff augmentations combined with the addition of conference/meeting rooms and storage space to support expanded program needs cannot be accommodated in current space. Driven by the above-described expanding programs and initiatives, EDB staffing will grow to 12 full-time and 3 part-time staff persons, plus 18 extra help persons, for a total of 33 positions. EDB wishes to lease additional office space comprised of 1,747 rentable sq. ft. of office space (the Expansion Space), located in Suite 130 in the same building at 141 Stony Circle, Santa Rosa. The proposed lease space addition will accommodate the addition of the new staff positions and will provide conference/meeting room and storage space necessary for staff, clients and visitors of the Programs. (Please see the attached floor plan.)

The total leased premises of 7,033 rentable sq. ft. after the addition of the proposed Expansion Space will be sufficient to meet demands for a staff of 33. The General Services/Facilities Development & Management Planning staff has reviewed the floor area for the proposed additional EDB staff count and meeting rooms. The area is within typical per-person square footage count, and conforms to the County's guidelines for workspace utilization.

Proposed Lease Amendment. According to the terms of the proposed lease amendment, the occupancy date would occur on or about December 1, 2014, and the monthly rental rate for the Expansion Space will be at the same rent per square foot as the original leased space, or \$1.45 psf beginning December 1, 2014. The \$1.45 psf rent rate is below market rent for the area and Building, which is between \$1.45 to \$1.75 psf for current available comparable office space for lease, within a 1-mile radius of the Premises.

The tenant improvements are minor and would include creating a doorway between the Premises and the Expansion Space, the build-out of a small, ADA-compliant kitchenette, repainting to match the existing Premises, cleaning and re-stretching the existing carpet. The cost for these tenant improvements, minus the architectural and permit application costs, is estimated at \$12,000, and the work would be performed by the Landlord, who would be reimbursed by EDB after completion of the work. The costs for tenant improvements would be paid for through the Fiscal Year 2014-15 EDB budget.

The terms for the proposed second amendment to the lease are as follows:

Proposed

Premises: 1,747 rentable square feet in Suite 130, 141 Stony Circle, Santa Rosa

Term: The commencement date for the Expansion Space is estimated to be December 1, 2014. Concurrent with the Lease, the term for the Expansion Space would expire on October 31, 2017, with options to extend through October 31, 2022.

Additional

Rent: \$2,533 per month, or \$1.45 per sq. ft. Rent would be adjusted annually by 3% concurrent with the original Lease for the initial term.

Public Notice Requirement. Government Code Section 25350 requires the Board to publish a notice of its intent to enter into a lease valued in excess of \$50,000 for three (3) consecutive weeks prior to consummation of the proposed lease. The notice of intent for this transaction has been published for the required period pursuant to the Board’s action of October 21, 2014.

Recommendation. Staff recommends that the board authorize the General Services Director to execute a lease amendment with Hilltop Medical Center, LLC, successor-in-interest to Madalyn, LLC, for the Economic Development Board / Creative Sonoma Arts Program, the Workforce Investment Board Business Services Program, and the Bilingual Business Assistance Program, for approximately 1,747 sq. ft., in the building located at 141 Stony Circle, Santa Rosa, for an additional \$2,533 per month, or an additional \$30,398 per year, for a term to expire on October 31, 2017, with options to extend the term through October 31, 2021, concurrent with the existing lease.

Prior Board Actions:

- 10/21/14—Declared intent to enter into the subject lease amendment with Hilltop Medical Center, LLC
- 07/30/13—Authorized General Services Director to execute lease
- 06/25/13—Declared intent to enter into lease with Madalyn, LLC

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

The proposed lease amendment for the Suite 130 expansion space provides space for EDB’s Creative Sonoma Arts Program, the Workforce Investment Board Business Services Program, and the Bilingual Business Assistance Program staff, volunteers, interns, clients and visitors. 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	\$ 29,732		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$ 29,732
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 29,732	Total Sources	\$ 29,732

Narrative Explanation of Fiscal Impacts (If Required):

The proposed commencement date for the Suite 130 expansion space is anticipated to be December 1, 2014, with a resultant increase in monthly lease rent for the Premises in the amount of \$2,533 per month, or \$17,732 for FY2014-2015 (for the period of December 1, 2014 through June 30, 2015). In addition, the costs for County's tenant improvements will be approximately \$12,000, for a total cost of \$29,732. Proposed lease costs will be paid out of the EDB Advertising Fund, from the approved FY2014-2015 budget.

Staffing Impacts

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

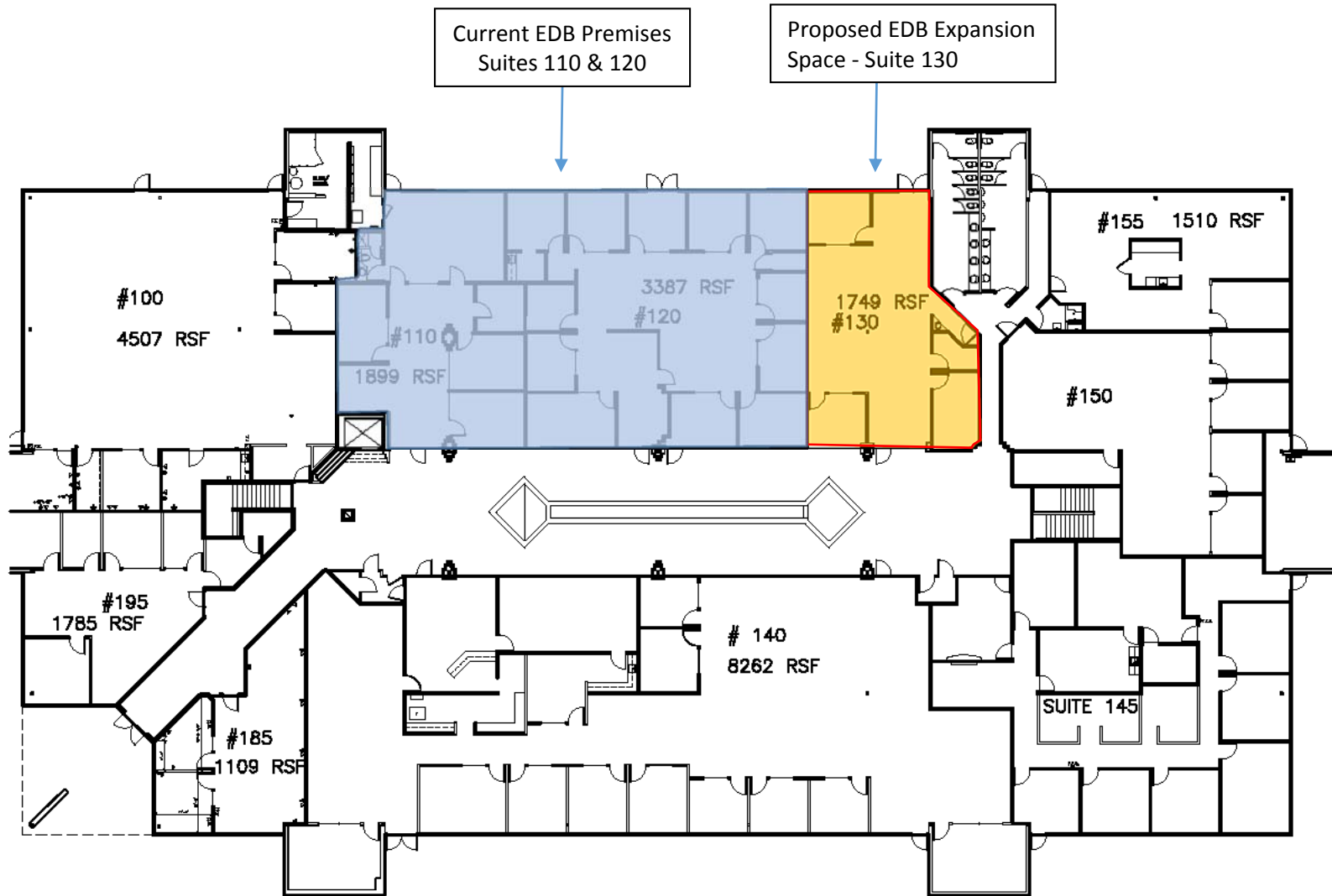
Narrative Explanation of Staffing Impacts (If Required):

Attachments:

Attachment 1: Preliminary Floor Plan

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

Copy of proposed Lease Amendment



FIRST FLOOR - 141 STONY CIRCLE, SANTA ROSA, CA



County of Sonoma Agenda Item Summary Report

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

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

To: Sonoma County Board of Supervisors

Board Agenda Date: November 14, 2014

Vote Requirement: Majority

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

Staff Name and Phone Number:

Marc McDonald, General Services, 707-565-3468
Jerry Dunn, Human Services, 707-565-5855

Supervisorial District(s):

All

Title: New Lease for Human Services Department / Adult & Aging Division

Recommended Actions:

Authorize the Clerk to publish a notice, declaring the Board's intent to enter into a lease with Cornerstone Properties II S, LLC, for approximately 5,252 sq. ft. of office space for Human Services Adult and Aging Division, in Building H located at 3645 Westwind Boulevard, Santa Rosa, for an initial rental rate of \$1.70 per sq. ft. per month (\$8,928 per month or \$107,140 per year), subject to adjustment as more particularly described in said lease, for an initial 2-1/2-year term to expire on May 31, 2017.

Executive Summary:

Overview. Staff has negotiated a new lease with Cornerstone Properties II S, LLC (the Landlord) for expansion space at 3645 Westwind Boulevard, Santa Rosa, CA. The proposed lease provides office expansion space for the Human Services Department (HSD) Adult and Aging Services Division (Adult Services). The additional office space is required to support the additional HSD Adult & Aging Services staff as approved by the Board of Supervisors on October 21, 2014. There is no space available at the current leased location at 3725 Westwind Boulevard to house the new staff.

On December 5, 2006, your Board approved execution of a lease (the current Lease) with Gilmore Development Properties, Inc., for HSD Adult Services for office space located in Building Y at 3725 Westwind Boulevard, Santa Rosa, California. 3725 Westwind Boulevard houses the Area Agency on Housing, In-Home Support Services (IHSS), IHSS Public Authority), the Public Administrator/Public Guardian/Public Conservator, Adult Protective Services, Multipurpose Senior Services Program (MSSP), Linkages, and Veterans (collectively, the Programs). The Lease at 3725 Westwind expires May 31, 2017, with options to extend the term through May 31, 2027.

Adult Services Programs. The HSD Adult & Aging Services Division works with individuals and the community to ensure the safety and well-being of vulnerable older and dependent adults. Staff provides protective and supportive social services as well as community training and coordination. The

staff advocates and strives to achieve the goals of safety, health, dignity, and independence for older adults, veterans and persons with disabilities. In Sonoma County, the Adult & Aging Division provides services to more than 10,000 individuals annually.

Proposed Lease Area. The additional office space for 3645 Westwind (the new Premises) is required to accommodate an additional 20 full-time equivalent (FTE) Adult Services staff recruited to provide services and support for its clients. At this time, some Adult Services staff are occupying conference and storage rooms that have been converted into offices at 3725 Westwind. The new Premises will also provide needed conference room space which will be used by Adult Services and HSD Administration staff. The proximity of the new Premises and the current Premises allows for easy access by HSD staff, visitors and clients of Adult Services. (Please see attached site plan, Attachment 1.)

HSD staff has requested a short lease term for the Expansion Space to be coterminous with the current Lease, to expire May 31, 2017. It is the intention of County staff to review the long-term space requirements and needs of Adult Services, and to develop a suitable facility plan to accommodate the Adult Services Division, possibly into a single campus large enough to accommodate the Programs and future growth.

Staff has negotiated a new lease with Cornerstone Properties II S, LLC (the Landlord) for the expansion space at 3645 Westwind, with the following lease terms:

- Premises: 5,252 square feet of office space, located at 3645 Westwind Boulevard
- Term: Approximately 2-1/2 years, commencing December 9, 2014 and expiring on May 31, 2017. (The lease will commence upon the date the Board approves execution of the lease.)
- Rent: \$1.70 per square foot (psf) full service (\$8,928 per month or \$107,140 per year). Rent would be subject to 4% increases on each anniversary of the commencement date. The \$1.70 psf rent rate approximates fair market value for office rents within a 1-mile radius of the proposed Premises / northern Santa Rosa area, and lease rates range from \$1.55 to \$2.25 psf. Currently, the rent psf for the leased Premises at 3725 Westwind Boulevard is \$2.25 psf per month.
- Improvements:
Due to the short-term of the proposed lease and in order to save costs, County will accept the space as-is. Landlord will install a door to separate the space from the adjacent office suite, at Landlord's cost. County would be responsible for its costs to install its own workstations, furniture, fixtures and equipment (FFE).
- Termination: County may terminate the lease for non-appropriation of funds with 90 days' notice. The lease also provides discretionary termination, with 180 days' notice.

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 December 9, 2014 as the date and time of the meeting to authorize execution of the proposed lease. By approving this agenda item, the Board directs the Clerk of the Board to publish the notice in accordance with Government Code Section 25350. Upon conclusion of the required notice publication period, this matter will return to the Board at 8:30 A.M. on or after December 9, 2014, for consideration and possible consummation of the proposed lease for the Human Services Department, Adult & Aging Division, at 3645 Westwind Boulevard, Building H, Santa Rosa.

Prior Board Actions:

None.

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

The proposed lease provides additional office space for the HSD Adult and Aging Services Division to accommodate an additional 20 FTE staff, necessitated by client services. The proposed lease location is situated in close proximity to the current Premises for Adult Services.

Fiscal Summary - FY 14-15

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 71,424	County General Fund	\$
Add Appropriations Req'd.	\$	State/Federal	\$ 71,424
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 71,424	Total Sources	\$ 71,424

Narrative Explanation of Fiscal Impacts (If Required):

The proposed commencement date for the Lease will be December 9, 2014, with a resultant monthly lease rent obligation of \$8,928 per month, or \$71,424 for the FY2014-15 (8 months X \$8,928), which includes the rent for July, 2015 which will be paid in June, 2015. The rent would be paid using State IHSS funds.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):
Attachments:
Attachment 1: Site Plan Attachment 2: Notice of Intent
Related Items "On File" with the Clerk of the Board:
Copy of proposed lease

SITE PLAN

**Building Y, 3725 Westwind Boulevard
(current location: HSD Adult & Aging Division)**

**Building H, 3645 Westwind Boulevard
(proposed location)**



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

NOTICE IS GIVEN that the Sonoma County Board of Supervisors intends to authorize the Director of the Department of General Services, to lease approximately five thousand two hundred fifty-two (5,252) sq. ft. of office space, more or less depending on final configuration, in that certain office building, located at 3645 Westwind Boulevard, Santa Rosa, California, for use by the Human Services Department, Adult & Aging Division. The Board intends to lease the premises from Cornerstone Properties II S, LLC, a California limited liability company, for the base monthly full-service rental of One and 70/100 Dollars (\$1.70) per sq. ft., said rental subject to increase at a rate of four percent (4%) per year during the term of the lease. The term of the lease shall commence on or after December 9, 2014 and expire on May 31, 2017. Additional information regarding the proposed lease is available for public review at the Office of the Director of Department of General Services, County of Sonoma, 2300 County Center Drive, Suite A220, Santa Rosa, California 95403. The Board of Supervisors will meet on or after December 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.

Clerk of the Board of Supervisors

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



County of Sonoma Agenda Item Summary Report

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

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

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

Board Agenda Date: November 14, 2014

Vote Requirement: Majority

Department or Agency Name(s): Human Resources Department

Staff Name and Phone Number:

Deena Thompson-Stalder, (707) 565-3174

Supervisorial District(s):

All

Title: Miscellaneous Classification and Compensation Changes

Recommended Actions:

Approve Concurrent Resolution amending the Salary Resolution No. 95-0926, Appendix A - Salary Tables, to reflect the retitling of the classification of Assistant Registrar of Voters to Chief Deputy Registrar of Voters; amending the Memorandum of Understanding between the County and SEIU Local 1021, Appendix A - Salary Table Scales, to reflect the re-titling of the classification of Supervising Child Support Officer to Child Support Services Supervisor; and to establish the new classification and salary of Refuse Enforcement Specialist, effective November 14, 2014.

Approve Resolution amending the Department Allocation List for the Department of Child Support Services to reflect the deletion of 1.0 Full-Time Equivalent (F.T.E.) Child Support Financial Supervisor and 3.0 F.T.E. Legal Staff Supervisor allocations, and the addition of 4.0 F.T.E. Child Support Services Supervisor allocations; amending the Department Allocation List for the Department of Transportation and Public Works to add 1.0 F.T.E. Refuse Enforcement Specialist allocation; and amending the Department Allocation List for Fire and Emergency Services to delete 1.0 F.T.E. Account Clerk II and to add 1.0 F.T.E. Senior Account Clerk allocations, effective November 14, 2014.

Executive Summary:

Clerk, Recorder, Assessor's Office

Assistant Registrar of Voters: The Clerk Recorder Assessor's Office (CRA) requested a review, retitle, and update of the Assistant Registrar of Voters job classification specification.

The Civil Service Commission approved re-titling Assistant Registrar of Voters to Chief Deputy Registrar of Voters and adopted the revised job classification specification on September 17, 2014.

Department of Child Support Services

Supervising Child Support Officer: The Department of Child Support Services requested that Human Resources update and broaden the classification of Supervising Child Support Officer to allow for more flexibility in establishing work teams. The existing classification allows only for the supervision of Child Support Officers. Broadening the job classification specification to allow for the supervision of both Child Support Officers and support staff, allows the department to better organize work groups into functional teams, balance workload and positions on teams, and improve span of control. The updates also serve to provide better career progression within the department. As a result of the study, Human Resources broadened the job classification specification and recommended re-titling the classification to Child Support Services Supervisor to better reflect the responsibilities.

The Civil Service Commission approved re-titling Supervising Child Support Officer to Child Support Services Supervisor and adopting the revised job classification specification on September 4, 2014. In addition the department has requested the following allocation changes:

Classification Title	Add	Delete	Monthly Salary Range
Child Support Services Supervisor	4.0	0	\$4,687.32 - 5,699.58
Child Support Financial Supervisor	0	1.0	\$4,080.32 - \$4,958.65
Legal Staff Supervisor	0	3.0	\$4,080.32 - \$4,959.65

Positions being deleted are vacant, and no incumbents will be affected by this allocation change.

Department of Transportation and Public Works

Refuse Enforcement Specialist: The Department of Transportation and Public Works requested that Human Resources perform a classification study to create a new job classification. The Department's goal was to create a position to assist with the administration and enforcement of the Sonoma County Refuse Collection Franchise agreements, which provide for exclusive rights to collect solid waste in unincorporated Sonoma County. The Department's need will be ongoing due to the specific nature of the provision of Sonoma County Code-Chapter 22 related to refuse handling, enforcement, and management of the franchise agreements, as well as the related administrative support and customer service requirements.

The Civil Service Commission approved the new job classification of Refuse Enforcement Specialist and adopted the job classification specification on July 17, 2014.

Salary Recommendation: Human Resources and SEIU have met, conferred, and have agreed upon the salary recommendation to set the Refuse Enforcement Specialist salary at \$4,622/monthly I-step (job class 5188). This is 10% lower than the Code Enforcement Officer and consistent with analysis of allocation factors. The Department and the County Administrator's Office agree.

Fire and Emergency Services

Account Clerk II: The Fire and Emergency Services Department and the incumbent requested that Human Resources study one position of Account Clerk II, asserting that the Department’s organization has undergone significant increases in size and complexity. The changes have required the position to assume responsibility for key tasks in the areas of payroll, personnel, financial tracking, and reporting for grants, purchasing, and accounts payable and receivable. After reviewing the position and other classifications, Human Resources concluded that the duties assigned to the position are most consistent with the job classification of Senior Account Clerk.

The Civil Service Commission approved the reclassification of the Account Clerk II to Senior Account Clerk, in Fire and Emergency Services, and the promotion of the incumbent pursuant to Civil Service Rule 3.3B, on October 2, 2014.

Prior Board Actions:

Throughout each fiscal, the Human Resources Department submits several Miscellaneous Classification and Compensation Board Items. The items contained in these reports have received Civil Service Commission approval as appropriate, and require Board approval in order to be fully adopted and implemented.

Strategic Plan Alignment Goal 3: Invest in the Future

Fiscal Summary - FY 14-15

Expenditures		Funding Source(s)	
Budgeted Amount	\$		\$
Add Appropriations Req'd.	\$ 79,223	State/Federal	\$ 12,388
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$ 66,835
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 79,223	Total Sources	\$ 79,223

Narrative Explanation of Fiscal Impacts (If Required):

Clerk, Recorder, Assessor’s Office: No fiscal impact. No changes were made to the classification’s salary when the job classification specification was updated and retitled.

Department of Child Support Services: The estimated net cost of the salary changes is \$12,388 for FY 2014/2015. The estimated ongoing annual cost is \$38,661. The department will cover the current fiscal year net cost with planned salary savings. The future cost for these positions will be included in the Department’s annual budget and covered by State and Federal allocation.

Department of Transportation and Public Works: The estimated cost of the salary is \$62,076 for FY 2014-2015. The estimated ongoing annual cost is \$99,322. The Department of Transportation and

Public Works has incorporated the applicable costs into its budget.

Fire and Emergency Services: The estimated cost of the salary adjustment is \$4,759 for FY 2014/2015. The estimated ongoing annual cost is \$7,614. The Fire and Emergency Services Department has incorporated the applicable costs into its budget.

Staffing Impacts

Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Child Support Services Supervisor	\$4,687.32-\$5,699.58	4.0	0
Child Support Financial Supervisor	\$4,080.32-\$4,958.65	0	-1.0
Legal Staff Supervisor	\$4,080.32-\$4,958.65	0	-3.0
Refuse Enforcement Specialist	\$4,255.99-\$5,172.58	1.0	0
Account Clerk II	\$3,175.90-\$3,861.17	0	-1.0
Senior Account Clerk	\$3,501.14-\$4,257.73	1.0	0

Narrative Explanation of Staffing Impacts (If Required):

Clerk, Recorder, Assessor’s Office: No impacts to current employees.

Department of Child Support Services: Effective November 14, 2014, the Department will add 4.0 F.T.E. Child Support Services Supervisor allocations, incumbents currently in dual filled positions will be retained. There are no staffing impacts for the deleted allocations as they are currently vacant.

Department of Transportation and Public Works: No impacts to current employees.

Fire and Emergency Services: Effective November 14, 2014, one incumbent in the Fire and Emergency Services Department will be reclassified to Senior Account Clerk in accordance with Civil Service Rule 3.3B.

Attachments:

1. Concurrent Resolution Amending the SEIU Memorandum of Understanding, Appendix A – Salary Tables, and the Salary Resolution 95-0926, Appendix A – Salary Table Scales with Exhibit A and Exhibit B.
2. Resolution Amending Department Allocation Lists for the Department of Child Support Services, Department of Transportation and Public Works, and the Fire and Emergency Services Department.

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

1. Report to the Civil Service Commission - Assistant Registrar of Voters Class Study.
2. Report to the Civil Service Commission - Supervising Child Support Officer Class Study.
3. Report to the Civil Service Commission - Refuse Enforcement Specialist Class Study.
4. Report to the Civil Service Commission - Account Clerk II Class Study.



County of Sonoma

State of California

Date: November 14, 2014

Item Number: _____

Resolution Number: _____

4/5 Vote Required

Concurrent Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, 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, And The Board Of Directors Of The Northern Sonoma County Air Pollution Control District Amending The Salary Resolution No. 95-0926, Appendix A - Salary Tables, To Reflect The Re-titling Of The Classification of Assistant Registrar Of Voters To Chief Deputy Registrar Of Voters And Amending The Memorandum Of Understanding Between The County and SEIU Local 1021, Salary Table Scales, To Reflect The Re-Titling Of The Classification Of Supervising Child Support Officer To Child Support Services Supervisor And Establishing The New Classification And Salary For Refuse Enforcement Specialist, Effective November 14, 2014.

Whereas, the Assistant Registrar of Voters classification needed to be updated to reflect the language and title of other Chief Deputies in the Clerk-Recorder-Assessor's office and the County; and

Whereas, at the September 17, 2014 meeting, the Civil Service Commission approved re-titling Assistant Registrar of Voters to Chief Deputy Registrar of Voters; and

Whereas, at the September 4, 2014 meeting, the Civil Service Commission approved revising and re-titling the job classification of Supervising Child Support Officer to Child Support Services Supervisor, and retaining incumbents; and

Whereas, in accordance with the County's Employee Relations Policy, Employee Relations recommends that the new job classification of Refuse Enforcement Specialist be represented by SEIU; and

Whereas, at the July 17, 2014, meeting the Civil Service Commission approved the recommendation to establish the new job classification and adopt the job classification specification for Refuse Enforcement Specialist; and

Whereas, Human Resources has determined the new classification mentioned above is non-exempt in accordance with the Fair Labor Standards Act; and

Resolution #

Date:

Page 2

Whereas, Human Resources presented a salary proposal and offered to meet and confer on the impacts of the salary recommendation for the job classification of Refuse Enforcement Specialist represented by SEIU, in accordance with Government Code 3500, resulting in a Letter of Agreement signed by SEIU (Exhibit A), establishing the new job classification and salary of range 2447, as listed in exhibit B, and Human Resources and the County Administrator's Office concur.

Now, Therefore, Be It Resolved that the job classification of Assistant Registrar of Voters be updated and re-titled to Chief Deputy Registrar of Voters; and that the Salary Resolution 95-0926, Salary Table, be amended to reflect the new title as set forth in Exhibit B; the job classification of Supervising Child Support Officer be updated and re-titled to Child Support Services Supervisor; the job classification and salary of Refuse Enforcement Specialist be established; and the Memorandum of Understanding between the County and SEIU Local 1021, Salary Table – Attachment A, be amended to reflect the new titles and salary change as set forth in Exhibit B.

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

LETTER OF AGREEMENT

COUNTY of SONOMA

AND

Service Employees International Union

Adoption by the Board of Supervisors of the County of Sonoma

This Letter of Agreement entered into by Service Employees International Union Bargaining Unit, hereinafter referred to as "SEIU", and the County of Sonoma, hereinafter referred to as "County", has as its purpose to establish the salary range for the new class of Refuse Enforcement Specialist, as outlined below.

1. Refuse Enforcement Specialist – 5188

<u>CLASS</u>	<u>CLASS TITLE</u>	<u>SALARY RANGE</u>	<u>EFFECTIVE</u>
5188	Refuse Enforcement Specialist	2447	11/14/14

2. This Letter of Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein. Any other prior or existing understanding or agreements by the parties whether formal or informal regarding any such matters are hereby superseded or terminated in their entirety.
3. No agreement, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by the parties hereto and, if required, approved and implemented by the Board of Supervisors of the County of Sonoma.
4. The waiver of any breach, term or condition of this Letter of Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

Date: 10/22/14 Irene Rosario
 Irene Rosario, Service Employee International Union

Date: 10/21/14 W
 Wendy Macy, Human Resources Director

SALARY RESOLUTION 95-0926**Appendix A
Salary Tables****ADMINISTRATIVE MANAGEMENT – BARGAINING UNIT 0050**

Job Code	Job Title	A-Step 11-14-14
0057	Assistant Registrar of Voters	4979
0057	Chief Deputy Registrar of Voters	4979

SERVICE EMPLOYEES' INTERNATIONAL UNION LOCAL 1021**Appendix A
Salary Table Scales****SERVICE AND TECHNICAL SUPPORT SUPERVISORY – BARGAINING UNIT 0095**

Job Code	Job Title	A-Step 11-14-14
0588	Supervising Child Support Officer	2695
0588	Child Support Services Supervisor	2695

SERVICE EMPLOYEES' INTERNATIONAL UNION LOCAL 1021**Appendix A
Salary Table Scales****MAINTENANCE NON-SUPERVISORY – BARGAINING UNIT 0010**

Job Code	Job Title	A-Step 11-14-14
5188	Refuse Enforcement Specialist	2447



County of Sonoma
State of California

Date: November 14, 2014

Item Number: _____

Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Amending The Position Allocation Table For The Department Of Child Support Services To Reflect The Deletion Of 1.0 Full-Time Equivalent (F.T.E.) Child Support Financial Supervisor and 3.0 F.T.E. Legal Staff Supervisor Allocations, And The Addition Of 4.0 F.T.E. Child Support Services Supervisor Allocations; Amending the Position Allocation Table For The Department Of Transportation And Public Works To Reflect The Addition Of 1.0 F.T.E. Refuse Enforcement Specialist Allocation; And Amending The Position Allocation Table For The Fire And Emergency Services Department To Reflect The Deletion of 1.0 F.T.E. Account Clerk II And The Addition Of 1.0 F.T.E. Senior Account Clerk Allocations, Effective November 14, 2014.

Whereas, Human Resources, at the request of the Department of Child Support Services, updated the Supervising Child Support Officer classification to allow for more flexibility in establishing work teams; and

Whereas, The Civil Service Commission approved re-titling the Supervising Child Support Officer to Child Support Services Supervisor and adopted the revised job classification specification on September 14, 2014; and

Whereas, The Department of Child Support Services requested to add 4.0 full-time equivalent Child Support Services Supervisor and to delete 1.0 full-time equivalent Child Support Financial Supervisor, and 3.0 full-time equivalent Legal Staff Supervisor allocations; and

Whereas, Human Resources, at the request of the Department of Transportation and Public Works, performed a classification study to create a new job classification to fill the need for administration and enforcement of the Sonoma County Refuse Collection Franchise agreements; and

Whereas, The Civil Service Commission approved the new job classification of Refuse Enforcement Specialist and adopted the job classification specification on July 17, 2014; and

Whereas, a classification study conducted by Human Resources concluded that the duties performed by the Account Clerk II in the Fire and Emergency Services Department

Resolution #

Date:

Page 2

are most appropriately aligned with the job classification of Senior account Clerk; and

Whereas, The Civil Service Commission approved reclassifying the job classification of the Account Clerk II to Senior Account Clerk on October 2, 2014, pursuant to Civil Service Rule 3.3B, and promotion of the incumbent; and

Whereas, Human Resources met and conferred with SEIU and discussed the impacts of these changes and Human Resources, SEIU, the departments, and the County Administrator's Office are agreement with the recommendations.

Now, Therefore, Be It Resolved that the Allocation Tables of the Department of Child Support Services, the Department of Transportation and Public Works, and The Department of Fire and Emergency Services are hereby revised as follows:

Be It Further Resolved

Budget Depart- Account	Job Class	Class Title	Existing Positions In Class	Change in Position Allocation	New Total Allocation For Class	Duration/ End Date	Salary Range
12010100- 50101	0407	Child Support Financial Supervisor	1.00	(-1.00)	0	Ongoing	2346
12010100- 50101	0052	Legal Staff Supervisor	3.00	(-3.00)	0	Ongoing	2346
12010100- 50101	0588	Child Support Services Supervisor	5.0	4.00	9.00	Ongoing	2695
34050100- 50101	5188	Refuse Enforcement Specialist	0	1.00	1.00	Ongoing	2447
13030100- 50101	0402	Account Clerk II	1.0	(-1.00)	0	Ongoing	1826
13030100- 50101	0403	Senior Account Clerk	0	1.00	1.0	Ongoing	2013

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

To: Board of Supervisors

Board Agenda Date: November 14, 2014

Vote Requirement: Majority

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

Staff Name and Phone Number:

Susan Klassen, Director 707-565-2231

Supervisorial District(s):

Fourth

Title: Agreement for Creek Bank Restoration Relating to the Charles M. Schulz – Sonoma County Airport Runway Safety Improvement Project.

Recommended Actions:

Authorize the Chair to execute an agreement with Russian Riverkeeper, totaling \$173,880 for five years from the agreement execution date, for creek bank restoration and riparian habitat enhancement as mitigation relating to the Charles M. Schulz – Sonoma County Airport Runway Safety Improvement Project.

Executive Summary:

The Department of Transportation and Public Works requests the Board approve and authorize the Chair to execute an agreement with Russian Riverkeeper, a 501(c)(3) organization, in the amount not to exceed \$173,880 for creek bank restoration and riparian habitat mitigation to fulfill the California Department of Fish and Wildlife (CDFW) mitigation requirement for the Charles M. Schulz – Sonoma County Airport Runway Safety Improvement Project (Project).

As one of many mitigation requirements of the Project, the County is obligated to mitigate for the loss of stream and riparian woodland habitat along Airport Creek. Under federal and state wetland permits, this mitigation requirement will be met by enhancing, restoring and re-establishing stream and riparian habitat at an on-site location (along the 617 linear foot re-located portion of Airport Creek) and at other off-site locations. The wetlands mitigation listed above will be a condition of the Corps' Sections 404 Clean Water Act permit, the required California Department of Fish and Wildlife (CDFW) Section 1602 Streambed Alteration Agreement, and the North Coast Regional Water Quality Control Board's Section 401 Water Quality Certification.

The Airport conducted a Request for Proposal in February 2012 to provide mitigation credits or mitigation acreage for wetlands, endangered plants, and CTS impacts associated with the Project. Through this process there were 11 proposals submitted covering 16 mitigation sites, turn-key sites and other potential mitigation sites. The selection of mitigation proposals was based on cost as well as issues

raised by the permitting agencies with respect to the appropriateness of certain sites. Russian Riverkeeper was selected due to their expertise with creek restoration and familiarity with the Windsor area.

This project will reduce sedimentation to Windsor Creek by stabilizing 170 feet of eroding stream banks and enhance creek habitat by removing non-native invasive plants and restoring local native riparian beneficial plant species. The project is proposed for Windsor Creek immediately downstream of Brooks Road in Windsor, CA. This section of creek is owned and maintained by the Sonoma County Water Agency (SCWA) as a flood control channel. The department is currently working with County Counsel and Sonoma County Water Agency to complete a Memorandum of Understanding between the entities to allow for the project, which will be brought to the Board for approval.

This agreement accounts for only a portion of the mitigation requirements associated with the Project, and the mitigation ratios are subject to change during the permitting process with the resource agencies. The estimated cost for all mitigation requirements is \$21,800,000.

Prior Board Actions:

10/22/13: Board approved purchase of conservation credit acreage for mitigation related to the Runway Safety Project; 9/10/13: Board approved four Agreements and two Amendments for purchase of conservation acreage and approved three Grant Anticipation Notes, all related to the Runway Safety Project; 12/11/12: Board approved two Agreements for purchase of conservation acreage; 10/23/12: Board approved the third amendment for RS&H.

Strategic Plan Alignment Goal 3: Invest in the Future

The action supports the County’s strategic goal of investing in the future by continuing progress on the runway safety area project which will create a well-maintained transportation facility that promotes mobility, connectivity and convenience for the passengers and users of the Airport.

Fiscal Summary - FY 14-15

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 159,480		\$
Add Appropriations Req'd.	\$	State/Federal	\$ 143,532
	\$	Fees/Other	\$ 15,948
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 159,480	Total Sources	\$ 159,480

Narrative Explanation of Fiscal Impacts (If Required):

Current year expenditures estimated at \$159,480 which includes the bank restoration work and planting (weather dependent). Remaining four years of agreement estimated at \$3,600 annually for maintenance and monitoring. Funds are budget within the Airport Enterprise Budget. FAA grant funded at 90%.

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:			
Agreement with Russian Riverkeeper.			



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: November 14, 2014

Vote Requirement: Majority

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

Staff Name and Phone Number:

Susan Klassen 707-565-2231

Supervisorial District(s):

Fourth

Title: Third Amendment to Second Amended Agreement for Professional Services with Mead & Hunt, Inc.

Recommended Actions:

Authorize the Chair to execute the Third Amendment to Second Amended Agreement for Professional Services with Mead & Hunt, Inc. in the amount of \$560,579 for a total agreement amount not-to-exceed \$8,053,095 for Construction Management services relating to the Airport Runway Safety Area Project and design services relating to the terminal remodel.

Executive Summary:

Mead & Hunt, Incorporated was selected as the Airport's Engineer of record in 2009 after a Request for Qualifications (RFQ) process was conducted as required by the Federal Aviation Administration (FAA) as part of its guidelines under Title 49 Code of Federal Regulations Part 18.36 and Advisory Circular 150/5100-14D which requires airports to solicit proposals from engineering firms based on qualifications and not on cost. The Airport distributed an RFQ in May 2009 for engineering services related to projects at the Airport as part of its five-year capital improvement plan.

The Airport advertised nationally, sent out fifteen RFQs, and received responses from four firms. After evaluation of the qualification information from the four submittals received, two firms were determined to have the qualifications that best matched the needs of the anticipated projects. In December 2009, the Board approved contracts with both firms. Mead & Hunt, Incorporated was selected for projects including designing and engineering on airport runways, taxiways and airport buildings since Mead & Hunt demonstrated strong expertise in these areas. The second company, Z & H Engineering (since acquired by C & S Engineers, Incorporated) was selected for projects addressing runway preservation and maintenance since Z & H demonstrated strong expertise in these areas. The Mead & Hunt agreement was set in the style of a master agreement, wherein as projects are identified, the scope is prepared, and an amendment to the agreement is executed.

There have been several project amendments processed in the past. The contract modifications in the

Second Amended Agreement, dated June 25, 2013, incorporated all previous amendments and increasing the service agreement amount to a not to exceed amount of \$7,424,718 (\$2,987,228 for the construction management for the RSA). The Second Amended Agreement has since been amended twice. The first amendment, in the amount of \$33,266, added tasks related Airport Geographic Information System. The second amendment, in the amount of \$34,532, added tasks for design of the terminal apron.

This contract modification, in the amount of \$560,579, is for engineering services related to construction management for the RSA (\$494,416) and design services for the terminal remodel (\$66,163). The primary cause for the contract modification relates to delays in initiating construction of the RSA project in August 2013 due to a late receipt of the grant funds and environmental permits. This resulted in a modification to the overall project schedule and an increase in the construction contract. The modified construction schedule also resulted in increased construction management costs to accommodate the truncated construction schedule which are covered in this contract modification. The Third Amendment increases the service agreement amount to a not to exceed amount of \$8,053,095 (\$3,481,644 for construction management related to the RSA). The Airport anticipates these expenditures to be eligible for reimbursement under the Federal Aviation Administration (FAA) grant at 90%.

Local Preference:

As this project is funded through FAA funds, the Airport is not able to implement the County local preference policy for these services. However, Mead & Hunt is considered a local firm with an office located in Santa Rosa, which employs 25 employees.

Prior Board Actions:

6/18/14: Second amendment to second amended agreement (Department Head under specific limit provision – general engineering services); 9/23/13: First amendment to second amended agreement (Department Head under specific limit provision – general engineering services) ; 6/25/13: Approved second amended agreement; 10/23/12: Approved the second amendment to the first amended agreement; 1/24/12: Board action No. 48 approved Amendment Number One to the First Amended Agreement; 8/17/11: Seventh Amendment this amendment added land acquisition services to the original agreement and also consolidated the 6 prior amendments into one agreement titled the First Amended Agreement for Professional Services with Mead & Hunt, Inc. 12/8/09: Approved agreement for professional engineering services with Mead & Hunt, Inc. associated with the Charles M. Schulz – Sonoma County Airport.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

This Amendment with Mead & Hunt, Inc. supports the County’s Strategic plan focus area of Economic and Environmental Stewardship as part of the larger runway safety enhancement project which will provide infrastructure that permits a larger variety of aircraft. The ability to serve more diverse aircraft will allow the airlines to provide additional destinations. It also provides studies to renovate the existing terminal building to meet both current and future growth needs and a hangar maintenance plan to protect current infrastructure. Finally, it will facilitate the acquisition of lands identified for acquisition for approach protection. This will have positive financial impacts on local businesses and tourism.

Fiscal Summary - FY 14-15			
Expenditures		Funding Source(s)	
Budgeted Amount	\$ 560,579		\$
Add Appropriations Req'd.	\$	State/Federal	\$ 504,521
	\$	Fees/Other	\$ 56,058
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 560,579	Total Sources	\$ 560,579
Narrative Explanation of Fiscal Impacts (If Required):			
Project funding is included in the adopted FY 14-15 Airport 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:			
Amendment #3			
Related Items "On File" with the Clerk of the Board:			
None.			

**THIRD AMENDMENT
TO THE
SECOND AMENDED AGREEMENT**

This Third Amendment to the Second Amended Agreement (the "Amendment"), dated as of _____, 2014, is by and between the County of Sonoma, a political subdivision of the State of California ("County"), and Mead & Hunt, Inc, a Wisconsin Corporation, (hereinafter "Consultant"). All capitalized terms used herein shall, unless otherwise defined, have the meaning ascribed to those terms in the existing agreement.

RECITALS

WHEREAS, County and Consultant entered into that certain Agreement, dated December 8, 2009 for the engineering services associated with projects at the Charles M. Schulz-Sonoma County Airport ("Airport").

WHEREAS, County and Consultant executed a Second Amended Agreement dated June 25, 2013 which supersedes the prior Agreement, as amended; and

WHEREAS, County and Consultant executed a First and Second Amendment to the Second Amended Agreement dated September 23, 2013 and June 18, 2014 respectively; and

WHEREAS, County and Consultant desire to further amend the Agreement in order to provide additional services.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Paragraph 1, Scope of Services, sub paragraph 1.1 shall be deleted and replaced with sub paragraph 1.1 below.
 - 1.1 Consultant's Specified Services: Consultant shall perform the services described in Exhibits A, A-1, A-2, A-3, A-3.i, C, D, E, F, G, G-1, H, I, J, K, K-1, L, L-1, L-2, M, N, O, P, P-1, P-2, Q, R, S, S-1, T, and U attached hereto and incorporated herein by this reference. In the event of a conflict between the body of this Agreement and Exhibits A, A-1, A-2, A-3, A-3.i, C, D, E, F, G, G-1, H, I, J, K, K-1, L, L-1, L-2, M, N, O, P, P-1, P-2, Q, R, S, S-1, T, and U the provisions in the body of Agreement shall control.
2. Paragraph 2.1, Lump Sum Work, sub paragraph r, s and t below is added to Paragraph 2.1, Payment:
 - r. For the work identified in Exhibit P-1 of this Agreement (Revisions to Terminal Remodel - CBR) for all services incidental and costs required hereunder, Consultant shall be paid an amount not to exceed \$48,642, on a time and material basis.

s. For the work identified in Exhibit P-2 of this Agreement (Terminal Remodel – Counter Configuration) for all services incidental and costs required hereunder, Consultant shall be paid a lump sum amount of \$17,521.

t. For the work identified in Exhibit S-1 of this Agreement (Compressed Work Schedule - Construction Engineering) for all services incidental and costs required hereunder, Consultant shall be paid an amount not to exceed \$494,416, on a time and material basis.

3. Exhibits P-1, P-2, and S-1, attached to this Amendment, are incorporated into the Agreement by this reference.

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

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

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

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

CONSULTANT: MEAD & HUNT, INC.

By: _____

Name: _____

Title: _____

Date: _____

COUNTY OF SONOMA:

CERTIFICATES OF INSURANCE ON
FILE AND APPROVE AS TO
SUBSTANCE:

By: _____

Department Head

Date: _____

APPROVED AS TO FORM FOR
COUNTY

By: _____

County Counsel

Date: _____

By: _____

Chair, Board of Supervisors

Date: _____

ATTEST:

Clerk of the Board of Supervisors

EXHIBIT P-1
to
Third Amendment to the Second Amended Agreement
CHARLES M. SCHULZ – SONOMA COUNTY AIRPORT
Terminal Planning Concept Budget Report (CBR)
Scope of Services
October 9, 2014

BACKGROUND INFORMATION

Conceptual design options have recently been prepared by Mead & Hunt, Inc. (Consultant) for the Charles M Schulz-Sonoma County Airport (Sponsor) passenger terminal to address short-term needs to increase security, ticketing, rental car and holding room capacity. The Airport is planning for short-term and long-term growth in passenger enplanements that will exceed the capacity of its existing terminal building area and related infrastructure. The preparation of the recent conceptual options for improving the terminal has been focused on solving the short-term needs, while understanding that the airport will likely construct a new terminal in the intermediate-term to long-term. During the preparation of the short-term conceptual concepts, it was determined that there is potential for some portion of this work to be a part of the long-term terminal solution. In an effort to further evaluate the potential long-term use of the short-term improvements, the Airport has elected to undertake a planning effort to broadly estimate the long-term terminal development needs, evaluate the future terminal's site constraints and incorporate that information into the short-term development concept.

This planning will focus on the range of potential terminal sizes that may be required in the future, where that terminal could be located on the site, and how the hold-room/concourse portion of the short-term project could become a valuable part of the future new terminal.

SUMMARY SCOPE OF SERVICES

The project work will begin by collecting information and data. That information will be used to estimate/project long-term terminal needs and a rough order-of-magnitude long-term terminal program. Based on that program, the short-term terminal concept will be revised. A conceptual construction cost estimate will then be prepared for this revised alternative. The elements associated with each of these steps is noted below:

1. Estimate long-term terminal program
 - a) Project aviation activity, peak demand for the intermediate-, and long-term (10 and 20 years).
 - b) Estimate related facility and infrastructure demands
 - c) Present future terminal program projections to the Airport

2. Perform a broad-based review of existing utilities serving the terminal and available to serve the future new terminal.
 - a) Propose conceptual level modifications to the utilities that meet the demand of the short-term improvements but would also benefit the future new terminal.

3. New terminal site concept
 - a) Develop a programmatic-level site planning layout for the future terminal, identifying the size and potential arrangement of four major areas – the ticking lobby, baggage claim, security checkpoint and concourse/holding.
 - b) Present that plan to the Airport
4. Revise the conceptual design of the short-term project
 - a) Prepare revised architectural floor plan and site drawings
 - b) Describe building system concepts that would support re-use of the short-term holding room/concourse
 - c) Describe utility supply concepts that would support re-use of the short-term holding room/concourse
 - d) Prepare a revised opinion of construction cost for the short-term project
5. Document the results of the work in a brief report.

PROJECT TASKS

The following tasks define the project work elements and effort levels to be undertaken.

- 1.0 Project Management, Coordination, and Communication
- 2.0 Data Collection/Inventory
- 3.0 Long-term terminal program
- 4.0 Revise short-term terminal improvement concept
- 5.0 Documentation

1.0 PROJECT MANAGEMENT, COORDINATION, AND COMMUNICATION

Project management, coordination and communication tasks will continue during all aspects of the project schedule and include the following elements.

1.1 Project Management

Project management efforts include communication among the project team for purposes of tracking the progress of work. Management of technical tasks among the project team leads to a successful project. Project management duties include the following:

- a) Prepare and lead a project kick-off meeting with the Sponsor
- b) Develop and document the project plan
- c) Organize the project team
- d) Launch the project activities
- e) Execute project activities
- f) Monitor and control the project to achieve results
- g) Manage and mitigate risks and solve challenges
- h) Invoice and report (expected monthly)
- i) Provide deliverables

1.2 Sponsor Meetings

Project status briefings will be conducted between the Airport and the Consultant at the Sonoma County Airport and via teleconference. The following is a summary of the meetings and site visits included in this scope. These are arranged in the order they are anticipated.

- a) Meet with Airport staff (via teleconference) to present the two long-term passenger forecast scenarios
- b) Meet to present site concept of future terminal
- c) Meeting to present the revised short-term conceptual alternative

2.0 DATA COLLECTION / INVENTORY

2.1 Site and Utility Analysis

The Consultant will conduct an on-site visual observation and review available documentation of the existing access road, passenger drop-off area, parking facilities, the aircraft parking apron around the terminal, and the utilities that serve the terminal. This is done to assess their general condition, expansion or modification capabilities, and approximate age.

The above analyses and reviews are limited to that which can be derived from observation, existing documentation, and discussions with utility service providers and local agencies. Field testing services, such as geotechnical investigations, topographic surveys, utility surveys and destructive analyses are not included.

3.0 ESTIMATE LONG-TERM TERMINAL PROGRAM

3.1 Aviation Activity Forecasts

3.1.1 Historical Levels and Trends of Commercial Passenger Demand

Historical data is to be provided by the sponsor to support updated forecasts of aviation demand. The Consultant will supplement the latest Master Plan data with the most current data. The data required is the following:

- a) Passenger enplanements
- b) Airline schedules
- c) Airline fleet mix

3.1.2 Forecasts

The Consultant will use the information above to develop updated near-, mid-, and long-term forecasts for commercial passenger enplanements. Two scenarios will be evaluated: 1) the standard growth based on FAA approved forecasting methods; and 2) an elevated growth assuming new air carriers serve the Airport.

3.2 Facility Demand Analysis

The Consultant will convert the activity forecasts into numerical demand for the terminal functional areas.

3.2.1 Airside

Aircraft parking configuration will be analyzed in terms of their capacity and ability to accommodate the two demand scenarios.

3.2.2 Landside

The study does not include any analysis of the landside, such as terminal access road or parking.

3.2.3 Terminal Building

A simple long-term terminal building program will be created based on the updated passenger forecasts. The program will contain approximate aggregate sizes for the following:

- a) Baggage claim, which includes:
 - Baggage make-up
 - Rental car space/counters
 - Restrooms
 - Circulation and passenger conveyance
- b) Ticket lobby, which includes
 - Ticket counters and queuing areas
 - Airline operational office and storage space
 - Restrooms
 - Circulation
- c) Gate hold areas, which includes:
 - Concession space including retail, food/beverage, and advertising
 - Restrooms
- d) Security checkpoint, which includes:
 - Waiting and meet/greet areas
 - Passenger screening
 - Baggage screening
 - Access control and badging
 - TSA accommodations
- e) Terminal support, which includes:
 - Airport administrative space
 - Storage and janitorial space
 - Electrical, HVAC, plumbing, fire protection, and emergency generator areas

4.0 **DEVELOPMENT LONG-TERM CONCEPT**

Based on the demand analysis selected by the Sponsor for the long-range planning period (20 years), a site plan for the future new terminal will be prepared. FAA Advisory Circulars (AC) referenced as part of this task will include, but not be limited to: *AC 150/5300-13-A Airport Design; 14 C.F.R. Part 77 Objects Affecting Navigable Airspace; 150/5060-5 Airport Capacity and Delay; 150/5070-6 Airport Master Plans; ACRP 07-05 Airport Passenger Terminal Planning Guidebook; and 150/5360-13 Planning and Design Guidelines for Airport Terminal Facilities.*

5.0 **REVISED CONCEPT FOR SHORT-TERM PROJECT**

Based on the preferred alternative for the short-, mid- and long-term development of the terminal, a revised conceptual design will be prepared.

5.1 Conceptual Design Components

Scope of design includes the following:

- a) Site plan of vehicle parking, passenger drop-off, access and circulation
- b) Floor plans
- c) Terminal apron layout showing aircraft parking configurations
- d) Phasing plan
- e) Site utility layout plan

5.2 Conceptual Level Probable Construction Cost Estimates

Detailed probable cost estimates will be developed for each major phase of the conceptual design created for the selected alternative. A program budget will be developed based on the preferred alternative, and will include:

- a) General Building Construction Costs (based on square foot cost analysis)
- b) Fixtures, Furniture, and Equipment Costs
- c) Architectural/Engineering Fees
- d) Plan Approval Fees
- e) Bidding Costs
- f) Contingencies
- g) Sponsor Costs (Soft Costs)
- h) Escalation

6.0 DOCUMENTATION

6.1 Report

The Consultant shall prepare a brief CBR report which will summarize and document the findings of the tasks outlined in this Scope of Services. The format of the report will be determined through discussions with the Sponsor.

Anticipated sections of the CBR include:

- Introduction
- Forecasts of Aviation Demand
- Demand Analysis
- New Terminal Site Concept Plan
- Revised Short-term Concept Design

Three printed copies and one CD containing an electronic copy of the draft report will be delivered to the Airport. Drawings will be provided in pdf and AutoCAD format. All text will be provided in pdf formats.

7.0 EXCLUSIONS

The following items are excluded from the Terminal Concept and Budget Report

- a) Environmental Assessment
- b) Geotechnical Services
- c) Survey (topographical or utility)

SCHEDULE OF COMPLETION

Consultant will complete all work identified in this Scope of Services in approximately ninety working days from receipt of Notice to Proceed.

COMPENSATION FOR SERVICES

Sponsor shall compensate Consultant a lump sum amount of Forty-six Thousand Nine Hundred Ninety-two Dollars (\$46,992) for work performed under this Scope of Services. A detailed Cost Breakdown is attached to this Scope as Exhibit P-1.1.

Mead & Hunt project number: TBD
 Compensation Worksheet
 Date: October 3, 2014

Labor	PHASE DESCRIPTION Activity/task	CLASSIFICATION: RATE:	SENIOR	PROJECT	PLANNER	DESIGN	CIVIL	PLUMB/FP	MECHANICAL	ELECTRICAL	CAD	CLERICAL	Subconsultants and Expenses															
			ASSOCIATE 216	MANAGER 164	164	ARCH 133	ENGINEER 144	ENGINEER 133	ENGINEER 164	ENGINEER 144	TECH 111	77	Miles 0.55	Air Fares 450	Air Fares 800	Car 70	Meals 50	Rooms 180	Reprod 1									
48 \$7,536	A. PROJECT MGMT, ADMINISTRATION, COMMUNICATION & COORD																											
	Prepare scope and fees			4																								
	Prepare Owner/Architect Agreement			4																								
	Project work plan			2																								
	Phone meeting with Airport			2																								
	Meeting at Airport for future terminal site concept			12																			1				1	
	Meeting at Airport to present revised short-term concept			12																			1				1	
Internal meetings & coordination			4				4					4																
	Sub-total Hours		0	40	0	4	0	0	0	0	4	0	0	0	2	0	2	2	2	2	2	0	0	0	0	0	0	
	Sub-total		\$0	\$6,560	\$0	\$532	\$0	\$0	\$0	\$0	\$444	\$0	\$0	\$0	\$900	\$0	\$140	\$100	\$360	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
51 \$7,190	B. DATA COLLECTION / INVENTORY																											
	Site and utility analysis			4		4	12	6			6																	
	Airside analysis			1		6	4				8																	
	Sub-total Hours		0	5	6	4	16	6	0	6	8	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	Sub-total		\$0	\$820	\$984	\$532	\$2,304	\$798	\$0	\$864	\$888	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
54 \$8,140	C. ESTIMATE LONG-TERM TERMINAL PROGRAM																											
	Historical trends and forecasts			2		10																						
	Facility Demand Analysis			2		4		4			4																	
	Airside			2		4		4			8																	
	Terminal Building			4		16					8																	
	Sub-total Hours		0	8	30	0	4	0	0	0	12	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	Sub-total		\$0	\$1,312	\$4,920	\$0	\$576	\$0	\$0	\$0	\$1,332	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
82 \$10,918	D. DEVELOP LONG-TERM CONCEPT																											
	Prepare Draft Terminal Concept(s)			4		8	16				16																	
	Prepare Draft Utility Concepts			2		2	8			4																		
	Refine concept			2		8	4			8																		
	Sub-total Hours		0	8	8	26	12	0	0	0	28	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	Sub-total		\$0	\$1,312	\$1,312	\$3,458	\$1,728	\$0	\$0	\$0	\$3,108	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
72 \$9,596	E. REVISED SHORT-TERM CONCEPT																											
	Conceptual Design																											
	Site plan			2		4	4				6																	
	Floor plan			4		16					8																	
	Phasing plan			4		4					4																	
	Site Utilities			2		2	8				4																	
	Opinion of Probable Construction Costs																											
	Sub-total Hours		0	12	0	26	12	0	0	0	22	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	Sub-total		\$0	\$1,968	\$0	\$3,458	\$1,728	\$0	\$0	\$0	\$2,442	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
29 \$3,612	F. REPORT																											
	Prepare and issue draft report			8		1	4					8																
	Prepare and issue final report			2		1	1				4																	
	Sub-total Hours		0	10	2	0	5	0	0	0	0	12		0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	Sub-total		\$0	\$1,640	\$328	\$0	\$720	\$0	\$0	\$0	\$0	\$924	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
\$46,992	TOTAL LABOR COSTS:	336	1	0	83	46	60	49	6	0	6	74	12	0	2	0	2	2	2	2	2	0	0	0	0	0	0	
	% OF TOTAL LABOR COSTS:			0%	29%	16%	17%	15%	2%	0%	2%	17%	2%															
	Hours per classification per week based on:		0	10	6	8	6	1	0	1	9	2																

336	SUMMARY	Sums
\$46,992	Labor costs	\$46,992.00
	Expenses	\$1,650.00
	TOTAL	\$48,642.00

EXHIBIT P-2
to
Third Amendment to the Second Amended Agreement
CHARLES M. SCHULZ – SONOMA COUNTY AIRPORT
Ticketing and Gate Counters Reconfiguration
Scope of Services
October 10, 2014

PROJECT UNDERSTANDING

The Sonoma County Airport (Sponsor) passenger terminal needs to reconfigure their ticketing and gate counters to allow for multiple airlines to serve the Airport. Mead & Hunt, Inc. (Consultant) will assist Sponsor with this project. The existing ticketing counter will be reconfigured to provide a dedicated space for their current airline (Alaska Air Group-AAG) and a shared-use counter for additional airlines. One gate counter will be added for a shared-use configuration. Power and data will be added for additional share-use ticketing kiosks.

SCOPE OF SERVICES

Consultant shall perform the following tasks / services after receipt of authorization to proceed:

1. Meet with Airport, Airline, and IT provider to determine casework criteria (at STS).
2. Prepare preliminary design of the casework, including layout and finishes.
3. Meet with Airport, Airline, and IT provider to review casework designs (via teleconference).
4. Finalize casework design.
5. Prepare construction drawings and specifications (Div 2-33) for design of new casework, including power and data.

PROJECT TASKS

The following tasks define the project work elements and effort levels to be undertaken.

1.0 PROJECT MANAGEMENT, ADMINISTRATION, COORDINATION, AND COMMUNICATION

Project management, coordination and communication tasks will continue during all aspects of the project schedule and include the following elements.

1.1 Project Management

Project management efforts include communication among the project team for purposes of tracking the progress of work. Management of technical tasks among the project team leads to a successful project. Project management duties include the following:

- a) Prepare Scope and Fees
- b) Prepare Owner/Architect Agreement
- c) Internal meetings and coordination
- d) Develop and document the project plan

- e) Monitor and control the project to achieve results
- f) Invoice and report (expected monthly)
- g) Provide deliverables

1.2 Sponsor Meetings

Project status briefings will be conducted between the Airport and the Consultant at the Sonoma County Airport and via teleconference. The following is a summary of the meetings and site visits included in this scope. These are arranged in the order they are anticipated.

- a) Meet with Airport, Airline and IT provider to determine casework criteria (at STS)
- b) Meet with Airport, Airline and IT provider to review casework designs (via teleconference)

2.0 DATA COLLECTION / INVENTORY

- 2.1 Consultant will conduct / attend site meetings and observations to gather project information.

3.0 DESIGN DEVELOPMENT

- 3.1 Prepare preliminary design of the casework, including layout and finishes
- 3.2 Progress reviews with Airport, Airline, and IT Provider
- 3.3 Final casework design

4.0 CONSTRUCTION DOCUMENTATION

- 4.1 Prepare construction drawings
- 4.2 Prepare construction specifications (including power and data)

5.0 RESPONSIBILITIES OF SPONSOR

Our Scope of Services and Compensation are based on Sponsor providing / performing the following:

- a) A designated representative with complete authority to transmit instructions and information, receive information, interpret policy, and define decisions
- b) A single point of contact for the Airline, and IT providers to coordinate their respective organizations
- c) Access to the project site
- d) Available data, drawings, and information related to the project
- e) Review of (draft-final plans/specs/reports, etc.) in a timely manner
- f) Protection of Mead & Hunt-supplied digital information or data, if any, from contamination, misuse, or changes
- g) Bidding and project procurement

6.0 Work Not Included in the Scope of Services

The following items are excluded from this agreement:

- a) Modification of lighting
- b) Modifications to existing gate Podium
- c) Modification/relocation of FIDS displays
- d) Airline ticket office modification, including data connections between ATO and common room
- e) Upgrades to building power or data if new service requirements exceed the existing terminal capacity
- f) Finishes beyond the immediate area of the ticket counters
- g) Other terminal upgrades that may be triggered by casework modifications (i.e. ADA upgrades other than those required for casework)
- h) Bidding and Construction Administration.

7.0 DELIVERABLES

The following items will be prepared and delivered to Sponsor for this project:

- a) Demolition Plans
- b) Floor Plans of areas of new casework
- c) Enlarged Casework plans
- d) Casework Details
- e) Data/Telecom Plans
- f) Electrical Plans
- g) Specifications
- h) Phasing Plans

One CD containing an electronic copy of the above-listed documents will be delivered to the Airport. Drawings will be provided in pdf and AutoCAD format. All text will be provided in pdf formats.

SCHEDULE OF COMPLETION

Consultant will complete all work identified in this Scope of Services in approximately ninety working days from receipt of Notice to Proceed.

COMPENSATION FOR SERVICES

The work described under the Scope of Services will be performed on a lump-sum basis. Sonoma County Airport will pay Mead & Hunt Seventeen Thousand Five Hundred Twenty-one Dollars (\$17,521.00) as engineering fees for the work performed under this Scope of Services. A detailed Cost Breakdown is attached to this Scope as Exhibit P-2.1.

Consultant Fees for STS Ticketing Counter Reconfiguration Project

Sonoma County Airport

Mead & Hunt project number: TBD

Compensation Worksheet

Date: October 8, 2014

Labor	PHASE DESCRIPTION Activity/task	CLASSIFICATION: RATE:	SENIOR	PROJECT	PLANNER	DESIGN	CIVIL	PLUMB/FP	MECHANICAL	ELECTRICAL	CAD	CLERICAL	Subconsultants and Expenses										
			ASSOCIATE	MANAGER		ARCH	ENGINEER	ENGINEER	ENGINEER	TECH		Miles	Air Fares	Air Fares	Car	Meals	Rooms	Mat'ls	PstgPhn	Sub Contr	Fees	Reprod	
			216	164	164	144	144	133	164	144	111	77	0.55	450	800	70	50	180	1	1	1	1	
	1. PROJECT MGMT, ADMINISTRATION, COMMUNICATION & COORD																						
	Prepare scope and fees			2																			
	Prepare Owner/Architect Agreement			2		2				2													
	Internal meetings & coordination																						
8	Sub-total Hours		0	4	0	2	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0
\$1,232	Sub-total		\$0	\$656	\$0	\$288	\$0	\$0	\$0	\$288	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	2. DATA COLLECTION / INVENTORY																						
	Site meetings and observations			16								2				1							
18	Sub-total Hours		0	16	0	0	0	0	0	0	0	2		0	1	0	1	1	1	0	0	0	0
\$2,778	Sub-total		\$0	\$2,624	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$154	\$0	\$0	\$450	\$0	\$70	\$50	\$180	\$0	\$0	\$0	\$0
	3. DESIGN DEVELOPMENT																						
	Preliminary Casework Design			2		12				2	4												
	Progress Review with:																						
	Airport			2																			
	Airline			2						2													
	IT provider			2						2													
	Final Casework Design			2		8					4												
44	Sub-total Hours		0	10	0	20	0	0	0	6	8	0		0	0	0	0	0	0	0	0	0	0
\$6,272	Sub-total		\$0	\$1,640	\$0	\$2,880	\$0	\$0	\$0	\$864	\$888	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	4. CONSTRUCTION DOCUMENTATION																						
	Drawings					10				8	16												
	Specifications					6				5		6											
51	Sub-total Hours		0	0	0	16	0	0	0	13	16	6		0	0	0	0	0	0	0	0	0	0
\$6,414	Sub-total		\$0	\$0	\$0	\$2,304	\$0	\$0	\$0	\$1,872	\$1,776	\$462	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	5. BIDDING SUPPORT																						
0	Sub-total Hours		0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0	0	0	0	0
\$0	Sub-total		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
0	Sub-total Hours		0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0	0	0	0	0
\$0	Sub-total		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
0	Sub-total Hours		0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0	0	0	0	0
\$0	Sub-total		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
0	Sub-total Hours		0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0	0	0	0	0
\$0	Sub-total		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
16,696	TOTAL LABOR COSTS:	## Total H	\$0	\$4,920	\$0	\$5,472	\$0	\$0	\$0	\$3,024	\$2,664	\$616	\$0	\$450	\$0	\$70	\$50	\$180	\$0	\$0	\$0	\$0	\$0
	% OF TOTAL LABOR COSTS:		0%	29%	0%	33%	0%	0%	0%	18%	16%	4%											
	Hours per classification per week based on:	8 week d	0	4	0	5	0	0	0	3	3	1											

121	SUMMARY	Sums
\$16,696	Labor costs	\$16,696.00
	Expenses	\$825.00
	TOTAL	\$17,521.00

Exhibit S-1
Charles M. Schulz – Sonoma County Airport
Runway Safety Area Improvements
Construction Engineering Amendment Scope of Services

AIP Nos.: 3-06-0241-44 & -45
M&H Project No. 1943500-115408.01

October 6, 2014

Mead & Hunt, Inc. is requesting an amendment to our Construction Administration Services Agreement for the adjustment to the RSA Improvements Project as follows:

Basis for request:

1. The majority of the project has been condensed to one (1) construction season requiring more staff on site to monitor activities. The original contract provided for segmented phases with work being performed in sequence. The mitigated schedule required phases to be performed concurrently. To benefit the construction schedule, Royal Electric Company requested and was allowed to work throughout the winter. This required additional monitoring by Mead & Hunt, Inc.
2. The original construction engineering proposal was based on an approximate twelve (12) month schedule. The new schedule duration is condensed to approximately nine (9) months.
3. The Contractor has proposed and performed work six (6) days per week versus the five (5) days per week in the original schedule.

Working Day Summary Table

Table 1	8/1/2013 - 10/15/13	10/15/2013 - 4/15/14	4/15/2014 - 10/15/14	4/15/2014 - 10/15/14	14/15 Winter	2015	Total
	Equiv. 8 hr. days	Equiv. 8 hr. days	(Days)	Equiv. 8 hr. days	Equiv. 8 hr. days	Equiv. 8 hr. days	Equiv. 8 hr. days
Contract	53	38	153	153	38	60	342
Actual/ Proposed	53	38	184	239*	38	15**	368
Additional Equiv. 8 hr. days							26

4. Table 1 Working Day Summary:
 - a. Contractor's proposed schedule mitigation required two (2) additional field observation staff and associated expenses.
 - b. Schedule required overtime for project team members and additional associated expenses not included in original contract.
 - c. 239* represents the ten (10) to twelve (12) hour shifts worked resulting in an additional eighty-six (86) equivalent 8-hour work shifts for the 2014 construction season (April 15 to October 15, 2014). Costs adjusted to compensate team members for overtime.

- d. Work performed by Royal Electric Company over the 2013-2014 winter accounted for an additional 75+ equivalent 8-hour working days for our Resident Engineer that were not assumed in the original contract.
 - e. 2015** season is reduced to an assumed fifteen (15) working days compared to the sixty (60) in the contract.
 - f. Overall result includes twenty-six (26) additional 8-hour shifts for project team.
- 5. Schedule mitigation (CCO4) negotiation and coordination effort.
 - 6. Tree removal identification and coordination not included in original contract.
 - 7. Additional Arch span/box culvert submittal review, coordination, and inspections.
 - 8. Additional schedule development meetings, follow-up on coordination, and paperwork.
 - 9. ALP Update:
 - a. A “gap analysis” LiDAR survey will be conducted to obtain electronic data with vertical and horizontal information not previously performed. LiDAR will be performed by subconsultant.
 - b. Update the ALP, airspace plan and property map to show construction and include the gap analysis data. A large number of obstructions that will be obtained from the LiDAR survey will have to be added to the airspace plan. Approximately nine hundred (900) staff hours.
 - c. If required by the FAA we will bring the ALP set up to current standards. Additional sheets and other items will be added to the ALP (e.g., taxiway safety areas, new fillets, etc.). This effort requires a significant amount of technician and planner time. Approximately six hundred fifty (650) staff hours.
 - d. Not Included in Scope: If the FAA wants to evaluate AC 150/5300-13A including but limited to the setback of Taxiway A from Runway 14-32 and non-right-angle taxiways that join Taxiway A from the terminal area. Or, evaluating any other site design alternatives options for the terminal, ARFF, etc.

Amendment Summary

Mead & Hunt, Inc. is requesting an amendment to our Construction Administration Services Contract for a time-and-expense amount in the sum of an additional Four Hundred Ninety-four Thousand Four Hundred Sixteen Dollars (\$494,416.00), as summarized in the attached Construction Engineering Fee (Exhibit S-1.1) for the adjustment to the project schedule. This amount accounts for the additional effort performed up to May 1, 2014, and the additional effort needed to complete the project.

Construction Engineering Fee

AIRPORT: Charles M. Schulz - Sonoma County Airport
LOCATION: Santa Rosa, California
AIP PROJECT NO. 3-06-0241-47
PROJECT DESCRIPTION: Runway Safety Area Improvements Project CM

PROJECT NUMBER: R1943500-115408.01
DATE: 10/5/14
REV. NO: 1

PHASE I - PRE-CONSTRUCTION		Engineering Fee
1.0	Pre-Construction Conference and Job Walk	\$0.00
2.0	Coordinate and Schedule Project Team	\$0.00
3.0	Prepare Construction Management Plan (CMP)	\$0.00
4.0	Prepare Project Files	\$0.00
5.0	Safety Risk Management Plan	\$0.00
	Expenses	\$0.00
TOTAL PHASE I - PRE-CONSTRUCTION		\$0.00
PHASE II - CONSTRUCTION ADMINISTRATION		
6.0	Construction Administration	\$57,982.00
	Expenses	\$750.00
TOTAL PHASE II - CONSTRUCTION ADMINISTRATION		\$58,732.00
PHASE III - RESIDENT ENGINEERING		
7.0	Resident Engineering	\$85,709.00
	Expenses	\$500.00
TOTAL PHASE III - RESIDENT ENGINEERING		\$86,209.00
PHASE IV - POST CONSTRUCTION SERVICES		
8.0	Final Inspections (3) and Documentation	\$0.00
9.0	Record Drawings, Equipment Manuals and Materials Book	\$0.00
10.0	Final Construction Report	\$0.00
11.0	Update Airfield Signage Plan (to reflect construction changes)	\$0.00
12.0	Airport Layout Plan (Construction and Checklist Update)	\$249,475.00
13.0	Update Airport Pavement Maintenance Plan	\$0.00
	Expenses	\$0.00
TOTAL PHASE IV - POST CONSTRUCTION SERVICES		\$249,475.00
TOTAL MEAD & HUNT FEES		\$394,416.00
DIRECT SUB CONSULTANTS		
		Fee
	Survey (LiDAR survey for ALP)	\$100,000.00
	Construction Materials and Soil QA Testing	\$0.00
	Airport Creek Planting Inspection - Landscape Architecture	\$0.00
	Electrical Engineering QA	\$0.00
	QSD and Hydrology Quality Assurance	\$0.00
	Arborist	\$0.00
	Cultural Resource Specialist - Archeologist	\$0.00
TOTAL DIRECT SUB CONSULTANTS		\$100,000.00
TOTAL ENGINEERING FEES NEEDED FROM 5/1/14 TO END O		\$494,416.00

PHASE II - CONSTRUCTION ADMINISTRATION													
6.0 Construction Administration													
• Supervise and coordinate field inspection/testing	0	0	0	240	0	0	0	0	0	0	240	\$38,160.00	
• Review shop drawings/certificates for compliance	0	0	0	0	0	0	0	0	0	0	0	\$0.00	
• Review all final pay estimates	0	0	0	10	0	0	0	0	0	0	10	\$1,590.00	
• Review weekly progress reports	3	0	0	10	0	0	0	0	0	0	13	\$2,265.00	
• Prepare/recommend approval of change orders (8)	0	0	0	0	0	0	0	0	0	0	0	\$0.00	
• Respond to RFIs	0	0	0	0	0	0	0	0	0	0	0	\$0.00	
• Owner consultation and construction advice	13	39	0	0	0	0	0	0	0	0	52	\$9,633.00	
• Periodic Review for environmental compliance	0	0	0	0	0	0	0	0	0	0	0	\$0.00	
• Assist Owner with reimbursement requests	0	0	0	0	0	0	0	0	0	0	0	\$0.00	
• Verify testing requirements and materials reports	0	0	0	0	0	0	0	0	0	0	0	\$0.00	
• Review payroll reports and contractor compliance	0	0	0	0	0	0	0	0	0	20	20	\$1,500.00	
• Stakeholder Coordination	10	10	0	0	0	0	0	0	0	0	20	\$3,970.00	
• Winter Shutdown (2014/15) coordination and startup	0	0	0	0	0	0	0	0	0	0	0	\$0.00	
• Update charts, facilities directories and 5010	0	0	0	0	0	0	0	0	0	0	0	\$0.00	
• 2015 Preconstruction Meetings	0	0	0	0	4	0	0	0	0	0	4	\$864.00	
• Monitor contractor compliance with DBE program	0	0	0	0	0	0	0	0	0	0	0	\$0.00	
Estimated Total Man-hours	26	49	0	260	4	0	0	0	0	20	359		
Summary Costs	\$5,850.00	\$8,428.00	\$0.00	\$41,340.00	\$864.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,500.00		\$57,982.00	
Expenses													
											Rate		
Auto Rental	0	0	0	0	0	0	0	0	0	0	0 Days	\$75.00	\$0.00
Mileage	100	150	0	500	0	0	0	0	0	0	750 Miles	\$1.00	\$750.00
Lodging and Per Diem	0	0	0	0	0	0	0	0	0	0	0 Days	\$150.00	\$0.00
Travel and Airline Costs	0	0	0	0	0	0	0	0	0	0	0 Trips	\$400.00	\$0.00
Computer Costs	0	0	0	0	0	0	0	0	0	0	0	\$50.00	\$0.00
Postage	0	0	0	0	0	0	0	0	0	0	0	\$1,000.00	\$0.00
Other	0	0	0	0	0	0	0	0	0	0	0	\$45.00	\$0.00
Other	0	0	0	0	0	0	0	0	0	0	0	\$50.00	\$0.00
Other	0	0	0	0	0	0	0	0	0	0	0	\$100.00	\$0.00
Other	0	0	0	0	0	0	0	0	0	0	0	\$50.00	\$0.00
Total Expenses												\$750.00	
PHASE II - CONSTRUCTION ADMINISTRATION TOTAL												\$58,732.00	

PHASE III - RESIDENT ENGINEERING													
7.0 Resident Engineering													
• Field Inspection	Number of Days	26	26	26	26	0	0	0	26	26			
	Hours per Day	0.5	2	10	10	0	0	0	0.5	0.5			
	Total Hours	13	52	260	260	0	0	0	13	13	611		\$85,709.00
• Observe contractor surveys		0	0	0	0	0	0	0	0	0	0		\$0.00
• Check construction activities for compliance		0	0	0	0	0	0	0	0	0	0		\$0.00
• Conduct material inspection and acceptance tests		0	0	0	0	0	0	0	0	0	0		\$0.00
• Monitor contractor's quality control tests		0	0	0	0	0	0	0	0	0	0		\$0.00
• Notify contractor/Owner - nonconforming materials		0	0	0	0	0	0	0	0	0	0		\$0.00
• Maintain daily construction progress records		0	0	0	0	0	0	0	0	0	0		\$0.00
• Evaluate substitute materials and equipment		0	0	0	0	0	0	0	0	0	0		\$0.00
• Furnish Owner and FAA with inspection reports		0	0	0	0	0	0	0	0	0	0		\$0.00
• Review contractor payrolls, drawings, and reports		0	0	0	0	0	0	0	0	0	0		\$0.00
• Acquire and review required contractor submittals		0	0	0	0	0	0	0	0	0	0		\$0.00
• Prepare and submit periodic and final estimates		0	0	0	0	0	0	0	0	0	0		\$0.00
• Inspect project to monitor for compliance to plans		0	0	0	0	0	0	0	0	0	0		\$0.00
• Monitor Construction Operations and Safety Plan		0	0	0	0	0	0	0	0	0	0		\$0.00
• Conduct weekly construction progress meetings		0	0	0	0	0	0	0	0	0	0		\$0.00
	Estimated Total Man-hours	13	52	260	260	0	0	0	13	13	611		
	Summary Costs	\$2,925.00	\$8,944.00	\$30,420.00	\$41,340.00	\$0.00	\$0.00	\$0.00	\$1,105.00	\$975.00			\$85,709.00
Expenses												Rate	
	Auto Rental	0	0	0	0	0	0	0	0	0	0 Days	\$75.00	\$0.00
	Mileage	100	200	200	0	0	0	0	0	0	500 Miles	\$1.00	\$500.00
	Lodging and Per Diem	0	0	0	0	0	0	0	0	0	0 Days	\$150.00	\$0.00
	Travel and Airline Costs	0	0	0	0	0	0	0	0	0	0 Trips	\$400.00	\$0.00
	Computer Costs	0	0	0	0	0	0	0	0	0	0	\$50.00	\$0.00
	Monthly Auto Rental	0	0	0	0	0	0	0	0	0	0	\$1,500.00	\$0.00
	Rental Fuel and Miscellaneous	0	0	0	0	0	0	0	0	0	0	\$5.00	\$0.00
	Other	0	0	0	0	0	0	0	0	0	0	\$50.00	\$0.00
	Other	0	0	0	0	0	0	0	0	0	0	\$100.00	\$0.00
	Other	0	0	0	0	0	0	0	0	0	0	\$50.00	\$0.00
												Total Expenses	\$500.00
												PHASE III - RESIDENT ENGINEERING TOTAL	\$86,209.00

PHASE IV - POST CONSTRUCTION SERVICES													
12.0 Airport Layout Plan Update													
Estimated Total Man-hours	100	400	400	0	0	0	700	25	10	1635		\$249,475.00	
Summary Costs	\$22,500.00	\$68,800.00	\$46,800.00	\$0.00	\$0.00	\$0.00	\$108,500.00	\$2,125.00	\$750.00			\$249,475.00	
13.0 Update Airport Pavement Maintenance Plan													
Estimated Total Man-hours	0	0	0	0	0	0	0	0	0	0		\$0.00	
Summary Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
Expenses											Rate		
Auto Rental	0	0	0	0	0	0	0	0	0	0	0 Days	\$75.00	\$0.00
Mileage	0	0	0	0	0	0	0	0	0	0	0 Miles	\$1.00	\$0.00
Lodging and Per Diem	0	0	0	0	0	0	0	0	0	0	0 Days	\$150.00	\$0.00
Travel and Airline Costs	0	0	0	0	0	0	0	0	0	0	0 Trips	\$400.00	\$0.00
Computer Costs	0	0	0	0	0	0	0	0	0	0	0	\$50.00	\$0.00
Reproduce Record Drawing Package	0	0	0	0	0	0	0	0	0	0	0	\$600.00	\$0.00
Reproduce APMS	0	0	0	0	0	0	0	0	0	0	0	\$100.00	\$0.00
Reproduce Sign Plan	0	0	0	0	0	0	0	0	0	0	0	\$50.00	\$0.00
Reproduce ALP	0	0	0	0	0	0	0	0	0	0	0	\$50.00	\$0.00
Aerial Photo	0	0	0	0	0	0	0	0	0	0	0	\$10,000.00	\$0.00
											Total Expenses		\$0.00
											PHASE IV - POST CONSTRUCTION SERVICES TOTAL		\$249,475.00



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Directors of the Northern Sonoma County Air Pollution Control District

Board Agenda Date: November 14, 2014

Vote Requirement: Majority

Department or Agency Name(s): Transportation and Public Works – Northern Sonoma County Air Pollution Control District

Staff Name and Phone Number:

Barbara Lee, (707) 433-5911

Supervisory District(s):

The Northern Sonoma County Air Pollution Control District

Title: Vehicle Pollution Mitigation Program Grant to Best Western Dry Creek Inn for two electric vehicle chargers

Recommended Actions:

Adopt a resolution authorizing the Air Pollution Control Officer of the Northern Sonoma County Air Pollution Control District to:

1. Execute Funding Agreement for electric vehicle charging stations, in a form approved by County Counsel, with the Best Western Dry Creek Inn in Healdsburg for the amount of \$17,623 to fund the purchase and installation of two electric vehicle chargers, one dual-unit and one single-unit; and
2. Amend the agreement, in a form approved by County Counsel, provided there is no increase in the funding amount.

Executive Summary:

Staff of the Northern Sonoma County Air Pollution Control District (District) is requesting authorization to allow the Air Pollution Control Officer (APCO) to execute a funding agreement for purchase of one dual-unit and one single-unit electric vehicle charger with Best Western Dry Creek Inn for funding amount not to exceed \$17,623. This item also requests authorization for the APCO to amend the agreements if needed, provided the amendments do not increase the authorized grant amount.

In 1991, the California Health and Safety Code was amended by AB 2766 to allow local air pollution control districts to collect fees in the form of a surcharge on motor vehicle registrations. The funds generated by the surcharge are to be used to characterize and reduce air pollution from motor vehicles used within the air district and implement the Clean Air Act. Since the inception of the Vehicle Pollution Mitigation Program (VPMP) the District has funded many diverse projects to reduce the impact of vehicle emissions within Sonoma County. In the current budget, \$150,000 in VPMP funds are available for qualifying projects pursuant to the grant program criteria and process established by the District's

Board.

Best Western Dry Creek Inn submitted an application to the District for \$17,623 of VPMP grant funding to cover the purchase costs of two electric vehicle chargers; one dual-unit and one single-unit, to be located at its existing parking lot in Healdsburg. The proposed electric vehicle charging stations are to be made available for public use on the ChargePoint network, which charges a fee to customers for the use of the electricity. The installation of electric vehicle chargers (resulting in three electric vehicle parking spaces) at a hotel parking lot along the Highway 101 corridor in northern Sonoma County is consistent with the District’s priority to enhance the electric vehicle charging network within its jurisdiction. The District, along with the County of Sonoma, Sonoma County Transportation Authority, and other local planning agencies, have agreements in place to build and enhance the EV charging network to encourage travel using electric vehicles. Studies have shown that a greater availability of electric vehicle chargers helps drivers to feel more secure driving their electric vehicles longer distances.

The proposal from Best Western Dry Creek Inn was scored in accordance with the Board-approved scoring method. The score sheet and a funding eligibility memo are attached to this item.

Prior Board Actions:

June, 1991: Res No. 91-1104 authorized the NSCAPCD to collect the VPMP motor vehicle surcharge. May 12, 2009: Res No. 09-0447 authorized the NSCAPCD to join the Sonoma County Local Government Electric Vehicle Partnership. December 15, 1992: Res No. 92-1853 authorized District procedure for implementing VPMP program.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Protecting air quality and public health by implementing and developing programs to mitigate the negative impacts of air pollution.

Fiscal Summary - FY 14-15

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 17,623		\$
Add Appropriations Req'd.	\$	State/Federal	\$ 17,623
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 17,623	Total Sources	\$ 17,623

Narrative Explanation of Fiscal Impacts (If Required):

The NSCAPCD FY 14/15 adopted budget for VPMP includes funding to be used for eligible grant applications.

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; VPMP Scoring Sheet; Funding Eligibility Memo			
Related Items “On File” with the Clerk of the Board:			
Draft Agreement			



County of Sonoma
State of California

Date: November 14, 2014

Item Number: _____

Resolution Number: _____



4/5 Vote Required

Resolution Of The Board Of Directors Of The Northern Sonoma County Air Pollution Control District Authorizing Disbursement of AB2766 Grant Funds for the Purchase and Installation of Two Electric Vehicle Chargers at the Best Western Dry Creek Inn in Healdsburg, California

Whereas, Assembly Bill 2766, Statutes of 1990, authorizes collection of fees on registered motor vehicles for the purpose of reducing air pollution from such vehicles; and

Whereas, by Resolution No. 91-1104, this Board adopted Vehicle Pollution Mitigation Program (VPMP) to allocate Assembly Bill 2766 funds, and by Resolution No. 92-1853 gave additional direction to staff regarding allocation of these funds; and

Whereas, the Board has reviewed staff recommendations and ranking for the proposal received requesting VPMP grant funds; and

Whereas, the Board has reviewed existing grant allocation criteria and the proposed standard grant contract form; and

Whereas, Best Western Dry Creek Inn has applied to the District for Assembly Bill 2766 grant funds to purchase and install two electric vehicle charging stations for a total of three public electric vehicle parking spots;

Now, Therefore, Be It Resolved that the Board of Directors of the Northern Sonoma County Air Pollution Control District hereby finds, declares and determines as follows:

1. All the above findings are true and correct;
2. The project will make a contribution to the reduction of air pollution within Sonoma County and the District boundaries;
3. Best Western Dry Creek Inn is approved for grant funding in the amount of \$17,623 in VPMP grant funds;
4. The Air Pollution Control Officer of the Northern Sonoma County Air Pollution Control District, or her designee, is hereby authorized and directed to develop a funding agreement with Best Western Dry Creek Inn and, subject to County Counsel approval as to form, execute, fund, audit, and administer said funding

Resolution #

Date:

Page 2

agreement.

5. The Air Pollution Control Officer of the Northern Sonoma County Air Pollution Control District, or her designee, is hereby authorized to amend the funding agreement, in a form approved by County Counsel, provided there is no increase in the funding amount.

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

VPMP RANKING CRITERIA SCORES

PROJECT TITLE: Best Western Dry Creek Inn Electric Vehicle Charging Station
 TOTAL SCORE: 66

FUNDS REQ'T: \$17,623 EVALUATED BY: Jessica DePrimo

A. 50 Pt. - Is project a Priority Project? Or if it is an unranked project, rank based on cost effectiveness in pollution reduction.

<p>This is an infrastructure project and no cost effectiveness calculation is needed. Completing and enhancing the electric vehicle charging network in the NSCAPCD jurisdiction is a priority of the District, as well as the County of Sonoma, SCTA, and other local planning organizations.</p>	<p>SCORE</p> <p>50</p>
--	------------------------

B. 20 Pt - Use of Matching Funds.

<p>Project installation is to be done at the expense of the applicant, while the NSCAPCD is paying for charger equipment. According to the application, the NSCAPCD cost is approximately 78% of the entire cost, for a point score of 8.</p>	<p>SCORE</p> <p>8</p>
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C. Public awareness of/Exposure to program air benefits.

<p>Public exposure to the Best Western Dry Creek parking lot will be high. The area where the chargers will be located is a highly trafficked tourist area. The chargers would be for public use on the ChargePoint Network. The applicant will be required to install signage stating the air quality benefits and including NSCAPCD's name and participation in the project. No advertisement other than signs.</p>	<p>SCORE</p> <p>3</p>
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D. 10 Pt - Creativity (new type of project for this District).

	<p>SCORE</p>
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Not a new type of project.	0
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E. 5 Pt. - Public/Private Partnership

	SCORE
Partnership between NSCAPCD and Best Western Dry Creek Inn	5

F. 5 Pt. - Local Governmental/Agency clean air planning commitment.

	SCORE
Applicant is not a local government/agency	0

Northern Sonoma County Air Pollution Control District
Project: Dry Creek Center Parking Lot EV Chargers
Funding: \$17,623
Cost Effectiveness: N/A; Infrastructure Project

VPMP Program
Date: 9/22/14
By: Jessica DePrimo

VPMP Grant Program – Funding Eligibility Justification Memo

The Best Western Dry Creek EV Chargers Project involves installation of two electric vehicle charging station units; one double and one single, at a parking lot in an existing hotel parking lot located on Dry Creek Boulevard near Grove Street and Highway 101 in Healdsburg. This memo addresses the methodology for evaluating the project, and outlines District staff's justification for funding of the project.

Evaluation Methodology

The District uses cost-effectiveness calculation guidelines from the California Air Resources Board (CARB) entitled *Methods to Find the Cost-Effectiveness of Funding Air Quality Projects: For Evaluating Motor Vehicle Registration Fee Projects and CMAQ Projects, May 2005*. This document can be found at the following web URL: <http://www.arb.ca.gov/planning/tsaq/eval/eval.htm> along with a link to emission factors updated in 2010. According to the CARB guidelines, electric vehicle charging stations are considered infrastructure projects, and are difficult to evaluate for cost-effectiveness. They should instead be evaluated for their consistency with clean air plans.

Justification

This project is, in fact, in keeping with District and County planning goals. Specifically, the Sonoma County General Plan 2020 includes a policy to encourage residents to use electric vehicles.¹ Additionally, the 2008 Sonoma County Community Climate Action Plan recommends increase of electric vehicle use within the county to help achieve climate change prevention goals.² The District, along with the County of Sonoma, SCTA, and other local planning agencies, have agreements in place to build and enhance the EV charging network to encourage travel using electric vehicles. Studies have shown that a greater availability of electric vehicle chargers helps drivers to feel more secure driving their electric vehicles longer distances. The installation of one single-unit and one dual-unit electric vehicle charger (resulting in three electric vehicle parking spaces) at the proposed site, a conveniently-located parking lot along the 101 corridor in northern Sonoma County, is consistent with the District's priority to enhance the electric vehicle charging network within its jurisdiction. Given that the charging stations would be installed at a hotel, they would be expected to provide incentive for electric vehicle drivers to choose

¹ Sonoma County Permit and Resource Management Department; Sonoma County General Plan 2020. Open Space and Resource Conservation Element, Policy OSRC-14c, Page OS-44. Adopted 9/23/08; Amended 8/24/10.
<http://www.sonoma-county.org/prmd/gp2020/osrce.pdf>

² Climate Protection Campaign; Sonoma County Community Climate Action Plan. October, 2008. Page 42.
<http://californiaseec.org/documents/climate-action-plans/sonoma-county-community-climate-action-plan>

Healdsburg as a travel destination. Furthermore, the proposed electric vehicle charging stations are to be made available for public use, for a small fee, on the ChargePoint network. The chargers' proximity to Highway 101 would provide a quick and convenient option for Northern Sonoma County residents and travelers alike to stop and charge their vehicles while driving in the area.

Recommendation

This project is expected to provide an air quality benefit to the community by helping to encourage electric vehicle use within Healdsburg and northern Sonoma County. District staff recommend providing funding to cover the cost of the electric vehicle charging station equipment, in the amount of \$17,623.



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: November 14, 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 October 21, 2014

Recommended Actions:

Approval.

Executive Summary:

Approval of Minutes:

- (A) Minutes of the Meeting of October 21, 2014 for the following: Agricultural Preservation and Open Space District, Community Development Commission, Northern Sonoma County Air Pollution Control District, Sonoma County Water Agency, and Board of Supervisors; and
- (B) Minutes of the Meeting of October 21, 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

OCTOBER 21, 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.

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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.

8:35 A.M. CALL TO ORDER

8:35 A.M. Chairman Rabbitt called the meeting to order.

Supervisors Present: Susan Gorin, David Rabbitt, Shirlee Zane, Mike McGuire, Efren Carrillo

Staff Present: Veronica A. Ferguson, County Administrator and Bruce Goldstein, County Counsel

Chairman Rabbitt presiding.

PLEDGE OF ALLEGIANCE

I. APPROVAL OF THE AGENDA (Items may be added or withdrawn from the agenda consistent with State law)

Item 33, accepting a bus shelter easement, should also include the Adoption of a Resolution.

Item 38 the Appointment term of Steve Klick to the Windsor Fire Protection District Board should be from December 5, 2014 through December 7, 2018.

II. BOARD MEMBER ANNOUNCEMENTS

Supervisor Carrillo attended a North Coast research partnership meeting which helps with water regional management plans. The meeting provided an update on the drought, water resources, and marijuana cultivation issues. He requested greater partnership with these groups and CSAC. A water pipeline ruptured in West Sonoma County by a private contractor with no service interruptions. The Water Agency staff responded immediately, and monitored the work overnight, and emergency repairs are now complete.

Supervisor Gorin commented on the problems with marijuana growth, with code enforcement clean up problems and limited Sheriff resources. She announced that the BCDC meeting approved the rising tide initiatives, and that El Verano School will be painting school murals with driver safety messages to remind drivers to slow down in the Springs. She thanked Supervisor Zane for leading the facilities ad hoc committee meeting, and exploring other uses for the former Sutter hospital facilities.

Supervisor Rabbitt attended a SMART Board meeting, and a SCERA investment meeting. He announced that there will be a Lakeville Highway safety meeting at the Kaiser offices on October 28, 2014 with Senator Marc Levine.

Supervisor Zane requested a report back to the Board about the water pipeline rupture, and is concerned about PRMD permits for drilling wells and set-backs, especially during the drought. She presented the Bi-national resolution at the Latino Health Forum. She asked for the stakeholder's report on marijuana growth, which had been requested after the 2012 ad hoc committee recommendations.

Supervisor McGuire shared that there are some homes that are purchased and gutted just in order to house indoor marijuana grows. He thanked Congressman Thompson and Jon Stout for their hard work on airport safety matters, and thanked TPW for the new airport paving.

III. CONSENT CALENDAR

(Items 1 through 42)

PRESENTATIONS/GOLD RESOLUTIONS

(Items 1 through 7)

PRESENTATIONS AT THE BOARD MEETING

1. Adopt a Gold Resolution honoring Red Ribbon week. (Second District)

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution 14-0417

2. Present Certificates of Honor to the generous sponsors of the Schulz Celebrity Golf Classic held on June 3, 2014, that raised \$750,000 to benefit Sonoma County Children's Charities. (Fourth District)

Board Action: Approved as Recommended

UNANIMOUS VOTE

3. Adopt a Gold Resolution recognizing Gail Ahlas for her contributions to the Roseland community throughout her twenty years of pioneering service to the Roseland School District. (Fifth District)

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution 14-0418

4. Adopt a Gold Resolution recognizing the funders and partners who support the Sonoma County Youth Ecology Corps. (Human Services)

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution 14-0419

PRESENTATIONS AT A DIFFERENT DATE

5. Adopt a Gold Resolution recognizing the Jewish Community Center upon their sesquicentennial - 150 years anniversary. (Second District)

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution 14-0420

6. Adopt a Gold Resolution recognizing the Northwestern Pacific Railroad Depot upon their centennial -100 year anniversary. (Second District)

This item was removed from the agenda.

7. Adopt a Gold Resolution honoring the North Bay Children's Center on the Occasion of its 25th Anniversary. (Second District)

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution 14-0422

AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT

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

8. Fitch Mountain Acquisition -
 - (A) Adopt a Resolution making certain findings and Approving the phased acquisition of fee title to certain property on Fitch Mountain for transfer to the City of Healdsburg subject to a conservation easement and recreation conservation covenant held by the District.
 - (B) Authorize an exchange of conservation easement interests pursuant to Public Resources Code section 5540.5 to facilitate the acquisition.
 - (C) Authorize the amendment of an existing conservation easement on the property.
 - (D) Authorize the President of the Board to execute all documents to be recorded in connection with the acquisition, easement exchange, and easement amendment.
 - (E) Delegate authority to the District's General Manager to take all necessary and appropriate action to complete the transaction, and
 - (F) Dedicate the conservation easement to open space purposes pursuant to Public Resources Code section 5540. (Fourth District)

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution 14-0423

COMMUNITY DEVELOPMENT COMMISSION

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

AND

BOARD OF SUPERVISORS

9. Concurrent approval for:
 - (A) The Board of Supervisors and Board of Commissioners to approve the Fiscal Year 2015-16 Funding Policies: Federal Community Development Block Grant, HOME and Emergency Solutions Grant Funding Programs, Community Services Funding Program, and Low- and Moderate-Income Housing Asset Fund.
 - (B) The Board of Supervisors to authorize submittal of Community Development Block Grant (CDBG) project funding requests to the Sonoma County Community Development Commission (CDC) by the Department of Transportation and Public Works, General Services Department, Regional Parks Department, and the Economic Development Board, approve submittal of CDBG project funding requests by the Sonoma County Fairgrounds as County-Owned Public Facilities projects, for consideration during the CDC-administered Consolidated Plan funding process, and ratify the execution of non-substantive amendments to the "Urban County" Joint Powers Agreement.
 - (C) The Board of Commissioners to authorize submittal one CDBG project funding request and one HOME Investment Partnerships funding request by the Sonoma County

Community Development Commission for consideration during the Fiscal Year 2015-16 CDC-administered Consolidated Plan funding process.

Board Action: Approved as Recommended
UNANIMOUS VOTE

SONOMA COUNTY WATER AGENCY
(Directors: Gorin, Rabbitt, Zane, McGuire, Carrillo)

10. Authorize the Water Agency's General Manager to terminate the 404 Aviation Boulevard Roof Replacement contract for convenience and authorize payment to the contractor of termination costs not to exceed \$5,000. (Fourth District)

Board Action: Approved as Recommended
UNANIMOUS VOTE

11. Water Conservation and Drought Public Awareness Survey 2014 - Authorize the Water Agency's General Manager to execute an agreement with EMC Research, Inc. to provide preparation and implementation of public opinion surveys for the amount of \$33,000, through on June 30, 2015.

Board Action: Approved as Recommended
UNANIMOUS VOTE

SONOMA COUNTY WATER AGENCY
(Directors: Gorin, Rabbitt, Zane, McGuire, Carrillo)

AND

SONOMA VALLEY COUNTY SANITATION DISTRICT
(Directors: Gorin, Rabbitt, and Rouse)

12. Federal Emergency Management Agency Grant Awards -
- (A) Authorize the General Manager to accept for the Sonoma County Water Agency an additional \$1,000,000 in Hazard Mitigation Grant Program funds for the Santa Rosa Aqueduct Project.
 - (B) Authorize the General Manager to accept for the Sonoma County Water Agency a California Pre-Disaster Mitigation grant award from Federal Emergency Management Agency in the amount of \$1,930,181 for the Isolation Valve Replacement Project.
 - (C) Authorize the General Manager, on behalf of the Sonoma Valley County Sanitation District, to accept a California Pre-Disaster Mitigation grant award from Federal Emergency Management Agency in the amount of \$75,000 for the preparation of a Local Hazard Mitigation Plan.
 - (D) Adopt a Resolution identifying the General Manager, and by delegation from the General Manager, the Chief Engineer or Assistant General Manager, as duly authorized representatives of the Sonoma County Water Agency or, as applicable, the Sonoma Valley County Sanitation District, to receive grant funding, to provide the assurances and agreements required by the funding agencies, and to execute any amendments to such assurances or agreements, provided the amendments have no cost to the Water Agency or the District and do not substantially change the scope of work. (2/3 vote required)

Board Action: Approved as Recommended
UNANIMOUS VOTE

Approved by Resolution 14-0424

Sonoma Valley County Sanitation District

Board Action: Approved as Recommended

AYES: David Rabbitt, Susan Gorin,

ABSENT: Mayor Rouse

SONOMA VALLEY COUNTY SANITATION DISTRICT

(Directors: Gorin, Rabbitt, and Rouse)

13. Proposition 84 Round 2 Grant -

- (A) Authorize the Sonoma Valley County Sanitation District's General Manager, or his designee, to execute a Local Project Sponsor Agreement with Association of Bay Area Governments for the receipt of Proposition 84 Integrated Regional Water Management grant funds in the amount of \$1,020,000 for the North Bay Water Reuse Program - Sonoma Valley County Sanitation District 5th Street East/McGill Road Recycled Water Project; prepare the necessary data, conduct investigations, execute and submit all documents which may be necessary under the grant program; execute and submit any further agreements and amendments necessary under the grant program, provided they have no cost to the Sonoma Valley County Sanitation District and do not substantially change the project.
- (B) Authorize the Water Agency staff to negotiate the acquisition of easements on behalf of the Sonoma Valley County Sanitation District as required for construction of the 5th Street East Recycled Water Project, for the appraised value of the property rights.
- (C) Authorize the General Manager to offer to reimburse property owners up to \$5,000 in cost for an independent appraisal of property rights and to reimburse the property owners reasonable cost upon receipt of the copy of the contracted appraisal in accordance with Code of Civil Procedure Section 1263.025.
- (D) Authorize the General Manager to execute agreements to acquire the Property Rights on behalf of the District; to execute certificates of acceptance on behalf of the District; and to execute such other documents and take such other actions as are necessary to close the purchase transactions.(2/3 vote required) (First District)

Board Action: Approved as Recommended

UNANIMOUS VOTE

Sonoma Valley County Sanitation District

Board Action: Approved as Recommended

AYES: David Rabbitt, Susan Gorin

ABSENT: Mayor Rouse

AUDITOR-CONTROLLER-TREASURER-TAX COLLECTOR/

AND

GENERAL SERVICES/REGIONAL PARKS

- 14. Authorize the sale of properties at 405 Horizon Way (APN 043-280-028) and 3399 Moorland Avenue (APN 043-280-027) located in Moorland Community for Public Use As a Park -

- (A) Adopt a Resolution authorizing the sale of Tax Defaulted Property from ACTTC to the County of Sonoma, such sale to become effective following State review and public notice. (Fifth District)

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution 14-0425

BOARD OF SUPERVISORS

15. Approve the Updated Board Meeting Calendar for 2014.

Board Action: Approved as Recommended

UNANIMOUS VOTE

COUNTY ADMINISTRATOR

16. Authorize the County Administrator to execute a Memorandum of Understanding with the Sonoma County Employees Retirement Association to provide for studies to be performed by the Association's actuaries with a maximum County cost of \$40,000.

Board Action: Approved as Recommended

UNANIMOUS VOTE

FIRE AND EMERGENCY SERVICES

17. Adopt a 30-day extension of the Resolution proclaiming an earthquake emergency in Sonoma County.

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution 14-0426

GENERAL SERVICES

18. Authorize the General Services Director to execute a Revocable License Agreement with West County Health Centers, Inc. for the use of a portion of the Occidental Community Center parking lot located at 3920 Bohemian Highway to accommodate storage of an emergency supplies trailer for a term of five years, and in lieu of monetary consideration, based upon findings pursuant to Government Code Section 26227, that the license is necessary to meet the social needs of the population of the County and that the County does not need the licensed premises during the term of the License. (Fifth District)

Board Action: Approved as Recommended

UNANIMOUS VOTE

19. Amendments to Chapter 2 of the County Code, Leasing and Licensing of County Property -
(A) Adopt a Resolution, reading the title, and waiving further reading of, and
(B) Introduce for Adoption an Ordinance amending Article XVII of Chapter 2 of the County Code to re-authorize and expand delegation of authority for Department Heads to execute certain leases and licenses valued at less than \$10,000 per month and for a term of up to 10 years. Such leases are excluded from bidding requirements and may

convey interest to other public agencies for up to one year. This ordinance shall be effective for a period not-to-exceed five years. (First Reading)

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution 14-0427

GENERAL SERVICES/ECONOMIC DEVELOPMENT BOARD

20. Lease expansion for Economic Development Board for the Creative Sonoma Arts Program, the Workforce Investment Board Business Services Program, and the Bilingual Business Assistance Program -
- (A) Authorize the Clerk to publish a notice declaring the Board's intention to execute a lease amendment with Hilltop Medical Center, LLC, successor-in-interest to Madalyn, LLC, for the Economic Development Board/Creative Sonoma Arts Program, the Workforce Investment Board Business Services Program, and the Bilingual Business Assistance Program, for approximately 1,747 sq. ft., in the building located at 141 Stony Circle, Santa Rosa, for an additional \$2,533 per month, or an additional \$20,265 per year, for a term to expire on October 31, 2017, with options to extend the term through October 31, 2021, concurrent with the existing lease.
 - (B) Authorize the General Services Director to execute a letter-agreement with Hilltop Medical Center, 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 the County agrees to reimburse such costs, not to exceed \$5,500, if the proposed lease amendment is not executed by November 25, 2014.

Board Action: Approved as Recommended

UNANIMOUS VOTE

GENERAL SERVICES/HEALTH SERVICES

21. Authorize the Chair to enter into the Agreement to Terminate Lease with Sutter West Bay Hospitals, a California nonprofit public corporation doing business as Sutter Medical Center of Santa Rosa as Tenant. (Third District)

Board Action: Approved as Recommended

UNANIMOUS VOTE

GENERAL SERVICES/SHERIFF

22. Authorize the General Services Director to execute the following agreements needed for installation and operation of communications improvements at the Moonraker Sea Ranch telecommunications site:
- (A) A license agreement between the County of Sonoma and GTE Mobilnet of California Limited Partnership, a California limited partnership doing business as Verizon Wireless, for installation and operation of communications equipment on a portion of the communications tower at the Moonraker Sea Ranch telecommunications site located at 33012 Timber Ridge Road, The Sea Ranch, Sonoma County, for an initial term of five years at an annual rental cost of \$14,400, with four extension options of five years each.

- (B) After execution of the license agreement identified above, a ground lease between the County of Sonoma and The Sea Ranch Association, a California non-profit mutual benefit corporation, for installation and operation of communications improvements at the Moonraker Sea Ranch telecommunications site located at 33012 Timber Ridge Road, The Sea Ranch, Sonoma County, for an initial term of fifteen years at an annual rental cost of \$21,600, with two extension options of five years each.

Board Action: Approved as Recommended
UNANIMOUS VOTE

HUMAN RESOURCES

AND

SONOMA COUNTY WATER AGENCY

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

AND

AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT

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

AND

COMMUNITY DEVELOPMENT COMMISSION

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

AND

NORTHERN SONOMA COUNTY AIR POLLUTION CONTROL DISTRICT

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

- 23. Adopt a Concurrent Resolution amending Salary Resolution 95-0926, to incorporate administrative corrections.

Board Action: Approved as Recommended
UNANIMOUS VOTE

Approved by Resolution 14-0428

HUMAN RESOURCES

AND

SONOMA COUNTY WATER AGENCY

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

- 24. Miscellaneous Classification and Compensation Changes - Water Agency

- A) Adopt a Concurrent Resolution amending the Memorandum of Understanding between the County and SEIU Local 1021, Appendix A - Salary Tables, updating and re-titling the classification specification of Water Agency Programs Specialist to Water Agency Programs Specialist II, and adopting and establishing job classifications and salaries for Water Agency Senior Programs Specialist, Water Agency Programs Specialist I, Water Agency Senior Environmental Specialist, Water Agency Environmental Specialist II, Water Agency Environmental Specialist I, Water Agency Resource Programs Technician II, and Water Agency Resource Programs Technician I, effective October 21, 2014.
- (B) Adopt a Concurrent Resolution amending the Salary Resolution 95-0926, Appendix A - Salary Tables, updating and re-titling the classification specification of Water Agency Division Manager - Environmental Resources to Water Agency Division Manager - Environmental Resources and Public Affairs, Water Agency Governmental Affairs

Coordinator to Water Agency Governmental Affairs Manager, Environmental Resources Coordinator to Water Agency Environmental Resources Manager, and Water Agency Chief Engineer to Water Agency Chief Engineer/Director of Groundwater Management and adjusting the salary; adopting and establishing a job classification and salary for Water Agency Principal Environmental Specialist; and approving the updated classification specification of Water Agency Principal Program Specialist, effective October 21, 2014.

- (C) Adopt a Resolution amending the allocation list for the Sonoma County Water Agency to add 4.0 full-time equivalent Water Agency Principal Environmental Specialist, 4.0 full-time equivalent Water Agency Senior Programs Specialist, 7.0 full-time equivalent Water Agency Senior Environmental Specialist, 5.0 Full-Time Equivalent Water Agency Environmental Specialist II, and 4.0 full-time equivalent Water Agency Resource Programs Technician II, positions; and, pursuant to the Water Agency Personnel Policy, Section V, to reclassify and promote incumbents, in 4.0 full-time equivalent Principal Environmental Specialist classifications to Water Agency Principal Environmental Specialist, 5.75 full-time equivalent Senior Environmental Specialist classifications to Water Agency Senior Environmental Specialist, 2.0 full-time equivalent Environmental Specialist classifications to Water Agency Environmental Specialist II; and to delete 4.0 Full-Time Equivalent Principal Environmental Specialist, 9.75 full-time equivalent Senior Environmental Specialist, 3.0 Full-Time Equivalent Environmental Specialist, and 2.0 full-time equivalent Water Agency Public Information Officer allocations, effective October 21, 2014.

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolutions 14-0429, 14-0430, 14-0431.

HUMAN SERVICES

25. Authorize the Director of Human Services to amend a service provider agreement from \$18,291 to \$28,291 for Fiscal Year 2014-15 with LPC Consulting Associates Inc., to deliver a Collective Impact Evaluation Report measuring the impacts of the HSD Child Abuse Prevention Services.

Board Action: Approved as Recommended

UNANIMOUS VOTE

MISCELLANEOUS

26. Approve the Minutes of the Meeting of September 16, 2014 for the following: Agricultural Preservation and Open Space District, Community Development Commission, Northern Sonoma County Air Pollution Control District, Occidental County Sanitation District, Russian River County Sanitation District, South Park County Sanitation District, Sonoma County Water Agency, and Board of Supervisors; and Approve the Minutes of the Meeting of September 16, 2014 for the Sonoma Valley County Sanitation District.

Board Action: Approved as Recommended

UNANIMOUS VOTE

PERMIT AND RESOURCE MANAGEMENT DEPARTMENT

27. Authorize the Chair to execute acceptance of a Grant Deed of Protective Easement required in connection with previously approved Lot Line Adjustment and Minor Subdivision for the Dutton Ranch Family Partnership located at 8745 and 9050 Poplar Way, Sebastopol; APN 061-170-018, 077-140-046 and 077-140-047. (Fifth District)

Board Action: Approved as Recommended
UNANIMOUS VOTE

28. Adopt a Resolution approving and accepting Parcel Map No. PLP 05-0002 for Sutter West Bay Hospitals, A California Nonprofit Public Benefit Corporation, and making findings in accordance with the Subdivision Map Act. (Fourth District)

Board Action: Approved as Recommended
UNANIMOUS VOTE

Approved by Resolution 14-0432

PROBATION

29. Authorize the Chief Probation Officer to execute Amendment No. 1 to a Memorandum of Understanding with the City of Santa Police Department for reimbursement of costs associated with the Santa Rose Police Department Safe Streets Task Force Officer position. The amendment establishes a not to exceed reimbursement limit of \$94,762 for Fiscal Year 2014-15, and extends the term from June 30, 2014 to June 30, 2015.

Board Action: Approved as Recommended
UNANIMOUS VOTE

TRANSPORTATION AND PUBLIC WORKS

30. Authorize the Chair to sign an agreement with HDR Engineering, Inc. for engineering design services for the King Ridge Road Bridge over Big Austin Creek in the amount of \$409,443, which includes a 10% contingency, with a term ending date of June 30, 2017. (Fifth District)

Board Action: Approved as Recommended
UNANIMOUS VOTE

31. Authorize the Chair to execute and Adopt a Resolution regarding the Agreement for Landowner Fair Share Contributions to Future County Road Improvement Project with Sutter West Bay Hospitals for its fair share payment towards the future road improvements listed within Exhibit "A" to the Agreement. (Fourth District)

Board Action: Approved as Recommended
UNANIMOUS VOTE

Approved by Resolution 14-0433

32. Adopt a Resolution authorizing the Director of Transportation and Public Works to execute the Agreement with the State of California, Department of Transportation, to provide maintenance of various improvements to Highway 12 from Agua Caliente Road to Boyes Boulevard as part of the State Route 12 Corridor Improvement Project Phase 2 Stage 2 (C08002). (First District)

Board Action: Approved as Recommended
UNANIMOUS VOTE

Approved by Resolution 14-0434

33. Accept the bus shelter easement, and terms therein, offered by Sutter West Bay Hospitals to supplement an existing public sidewalk easement to allow for the installation, maintenance, repair, replacement and operation of a public bus shelter, together with an appurtenant electrical conduit easement, and Adopt a Resolution. (Fourth District)

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution 14-0435

TRANSPORTATION AND PUBLIC WORKS

34. Approve and Adopt a Resolution authorizing the Airport Manager to execute the following agreements for activities upon the Airport: (1) month-to-month leases and/or licenses for Airport property on approved terms; (2) operating agreements for commercial aeronautical activity at the Airport on a month-to-month basis or up to a twelve month term; (3) operational agreements with governmental entities regarding the safe and efficient operation of the Airport not requiring expenditure of County funds; and (4) concession agreements on a month-to-month basis or up to an eighteen-month term for goods and services to be provided at the Airport. (4/5 vote required) (Fourth District)

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution 14-0436

35. Authorize the Chair to execute the agreement with Sutter Santa Rosa Regional Hospital to allow its employees to use their employee identification card as a Sonoma County Transit pass. This agreement requires Sutter Santa Rosa Regional Hospital to reimburse Sonoma County Transit the equivalent of a two-zone adult fare for each employee trip taken. (Fourth District)

Board Action: Approved as Recommended

UNANIMOUS VOTE

36. Authorize the Chair to approve and execute Amendment #1 to the LSA Associates, Inc. Agreement increasing the amount by \$72,323 for a total cost of \$884,933 and a term ending December 31, 2015 for mitigation compliance services related to the Runway Safety Area Project. (4/5 vote required) (Fourth District)

Board Action: Approved as Recommended

UNANIMOUS VOTE

APPOINTMENTS/REAPPOINTMENTS

(Items 37 - 42)

37. Approve the appointment of Vicky Kumpfer to the Art Advisory Committee for a term of three years, beginning October 21, 2014 through October 21, 2017. (Third District)

Board Action: Approved as Recommended

UNANIMOUS VOTE

38. Approve the appointment of Steve Klick to the Windsor Fire Protection District Board for a term of four years, beginning December 5, 2014 through December 7, 2018. (Fourth District)

Board Action: Approved as Recommended
UNANIMOUS VOTE

39. Approve the reappointment of Jim Kokalis to the Monte Rio Fire Protection District for a term of four years, beginning December 5, 2014 through December 7, 2018. (Fifth District)

Board Action: Approved as Recommended
UNANIMOUS VOTE

40. Approve the appointment of Louis Ganzler to the Commission on Human Rights for a term of two years, beginning October 21, 2014 through October 21, 2016. (First District)

Board Action: Approved as Recommended
UNANIMOUS VOTE

41. Adopt a Resolution appointing the Assistant Treasurer-Tax Collector and Investment Debt Manager as members to the California County Tobacco Securitization Agency, a Joint Powers Authority, to serve at the pleasure of the Board. (Auditor-Controller-Treasurer-Tax Collector)

Board Action: Approved as Recommended
UNANIMOUS VOTE

Approved by Resolution 14-0437

42. Restructuring and Appointments to the Youth Council -
(A) Restructure the Youth Council to add one new Job Corps seat.
(B) Appoint Oscar Guajardo to the Youth Council for a term of one year, beginning October 21, 2014 through October 21, 2015.
(C) Appoint Clearnise Bullard to the Youth Council for a term of one year, beginning October 21, 2014 through October 21, 2015. (Human Services)

Board Action: Approved as Recommended
UNANIMOUS VOTE

The Board recessed: 10:27 a.m.

The Board reconvened: 10:42 a.m.

IV. REGULAR CALENDAR (Items 43 through 47)

AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT

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

AND

BOARD OF SUPERVISORS/REGIONAL PARKS

43. Adopt Resolutions of the Board of Supervisors and the Board of Directors of the Sonoma County Agricultural Preservation and Open Space District, taking the necessary actions for the County to acquire the Curreri Property in fee, and for the District to concurrently acquire a conservation easement and recreation covenant. (4/5 vote required) (First District)

Presenters:

Misti Arias, Agricultural Preservation and Open Space District, Program Manager - Acquisitions
Bert Whitaker, Regional Parks, Park Manager

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolutions 14-0438 and 14-0439

GENERAL SERVICES

44. Establish the Sonoma County Property Assessed Clean Energy (PACE) Financing Marketplace to allow property owners in the unincorporated area of Sonoma County to participate in additional financing programs for water and energy efficiency upgrades and the installation of renewable energy by:

Presenter:

Liz Yager, County of Sonoma Energy and Sustainability Program Manager

Public Speakers:

Barbara Spoonhour

Jonathan Kevles

John Law

Cliff Staton, Executive Vice President, Renewable Funding, LLC, for CaliforniaFIRST

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolutions 14-0440 and 14-0441

- (A) Authorizing the Director of General Services to execute Agreements for Collaborative Services between the County and CaliforniaFIRST and California HERO to provide PACE financing options to County property owners;
- (B) Approving an amendment to the Western Riverside Council of Governments Joint Powers Agreement and authorizing the Chair to execute such amendment to add the County of Sonoma as an Associate Member in order to authorize the County's participation in the California HERO Program; and

- (C) Adopting the required resolutions allowing residents in the unincorporated areas of Sonoma County to participate in the CaliforniaFIRST and California HERO PACE financing products made available through the Financing Marketplace.
 - a. Resolution of The Board of Supervisors of The County of Sonoma, State Of California, consenting to inclusion of properties within the County's unincorporated area in the California HERO Program to finance distributed generation renewable energy sources, energy and water efficiency improvements and electric vehicle charging infrastructure and approving the amendment to a certain joint powers agreement related thereto; and
 - b. Resolution of the Board of Supervisors of the County of Sonoma, State Of California, authorizing the County of Sonoma to join the CaliforniaFIRST Program; Authorizing the California Statewide Communities Development Authority to accept applications from property owners, conduct contractual assessment proceedings and levy contractual assessments within the unincorporated territory of the county; and Authorizing related actions.

HUMAN SERVICES

45. Unmet Needs 2.0 -

Presenters:

Jerry Dunn, Human Services Director
Karen Fies, Assistant Director of Human Services

Supervisor Rabbitt exited the meeting: 11:58 a.m.
Supervisor Rabbitt returned to the meeting: 12:00 p.m.

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolutions 14-0442 and 14-0443

- (A) Accept the report entitled Strengthening Community Connections, the 2014 Unmet Needs Challenge.
- (B) Adopt a Resolution adjusting the Fiscal Year 2014-15 budget to recognize unanticipated revenues/reimbursements and increase expenditure appropriations due to increased state and federal funding allocations.
- (C) Adopt a Resolution amending the Human Service Department's position allocation list, increasing full-time equivalent positions associated with increased funding allocations by 25.0 FTEs effective November 1, 2014 and 60.5 FTEs effective January 1, 2015. (4/5 vote required)

BOARD OF SUPERVISORS

- 46. Authorize the Board to waive day use fees of \$7 per vehicle for eligible military personnel and dependents for Veterans Day weekend, starting on Friday, November 7, 2014 through Monday, November 10, 2014. (Regional Parks/Human Services)

Presenters:

Caryl Hart, Regional Parks Director

Jerry Dunn, Human Services Director

Board Action: Approved as Recommended
UNANIMOUS VOTE

47. Authorize Board sponsorship in the amount of \$2,500 for the Operation Access medical volunteers event "Healthy Spirits - A Celebration of Operation Access Medical Volunteers" on December 9, 2014. (Third District)

Board Action: Approved as Recommended
UNANIMOUS VOTE

V. CLOSED SESSION CALENDAR (Items 48 through 51)

6:53 P.M. Counsel Goldstein reported on Closed Session Items #48-51.

48. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel - Existing Litigation - Friends of Lafferty Park, et al, v. County of Sonoma, et al., Sonoma County Superior Court Case No. SCV-253148

Continued Until Next Week.

49. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel - Existing Litigation - Estate of Andy Lopez, by and through successors in interest, Rodrigo Lopez and Sujay Cruz, and Rodrigo Lopez and Sujay Cruz, individually, vs. Erick Gelhaus, County of Sonoma, Does 1 through 10, inclusive. (Gov't. Code Section 54956.9(d)(1)).

Direction Given to Counsel and Staff.

50. The Board of Supervisors will consider the following in closed session: Public Employee Performance Evaluation - Economic Development Board Director. (Gov't. Code Section 54957(b)(1)).

Continued Until Next Week.

51. The Board of Supervisors will consider the following in closed session: Public Employee Performance Evaluation - Regional Parks Director. (Gov't. Code Section 54957(b)(1)).

Continued Until Next Week.

VI. REGULAR AFTERNOON CALENDAR (Items 52 through 56)

2:38 P.M. - RECONVENE FROM CLOSED SESSION

Supervisors Present: Susan Gorin, David Rabbitt, Mike McGuire, Efren Carrillo

Supervisors Absent: Shirlee Zane

Staff Present: Veronica Ferguson, County Administrator and Bruce Goldstein, County Counsel

52. Report on Closed Session.

2:38 P.M. Chairman Rabbitt announced Closed Session on Items #48-51 will reconvene after Item #55.

53. 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.)

2:39 P.M. Public Comment Opened, limited to 1 hour by Chairman Rabbitt.

Public Speakers:

Peter Tscherneff

Elizabeth Bowers

2:45 P.M. Supervisor Shirlee Zane joins the meeting

Susan Marquez

Sue Sawtelle

Jim Stoops

Sharon Boschem

Karen Hudson

Tim Hudson

Karl Forsyth

Valora Tree

Laurel Powers

Lisa Dawn Marble

Mary Moore

Elaine Holtz

Thomas Bonfigli

Zac Britton

Dennis Judd

Francisco Saiz

Sheridan Peterson

3:45 P.M. Public Comment delayed until after item #55.

6:22 P.M. Public Comment Resumes

Marni Wrath
Alan Friedman
Victoria Summer
Elizabeth Naylon
Rachel Lamn
Mary Morrison
Maria Sloiberd
Richard Hannon
Kris
John Jenkel
Karen Fraser
Susan Lomont
Terri Moon
Maggie Stader
Gail Simmons
Colleen Fernald
Karen Saari
Liz Cozine
Kristie Gray
Gabrielle Hamilton
Sebastian Baun
Becca Kennedy

6:53 P.M. Public Comment Closed

54. Permit and Resource Management Department: Review and possible action on the following:
- a) Acts and Determinations of Planning Commission/Board of Zoning Adjustments
 - b) Acts and Determinations of Project Review and Advisory Committee
 - c) Acts and Determinations of Design Review Committee
 - d) Acts and Determinations of Landmarks Commission
 - e) Administrative Determinations of the Director of Permit and Resource Management

3:45 P.M.

Board Action: Accept Acts and Determinations
UNANIMOUS

COUNTY ADMINISTRATOR

55. Status Report from the Community and Local Law Enforcement Task Force.

3:46 P.M.

Presenters:

Caluha Barnes, Analyst, County Administrator's Office;
Carolyn Banuelos, Task Force Chair;
Judy Rice, Chair Community Engagement and Healing;
Sylvia Lemus, Chair, Community Policing;
Eric Koenigshofer, Chair, Law Enforcement Accountability;
Brian Vaughn, Chair, Moorland Community Outreach
Peter Rumble, Deputy County Administrator
Kelly Elder, Health Services
Scott Wilkinson
Jaime Pena Huererra

5:22 P.M. Public Comment Opened.

Speakers:

Sylvia Lemus
Esther Lemus
Susan Lamont
Fran Saiz
Ana Salgado
Alicia Sanchez
Colleen Fernald
Evely Navarro
Alfredo Sanchez

5:52 P.M. Public Comment Closed.

Board Action: Accept Report, Informational Only.

56. ADJOURNMENTS

6:54 P.M. The Board adjourned the meeting in memory of Donna Lewis and Carolyn Kizer. The meeting was adjourned to October 28, 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: 23
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: November 14, 2014

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor David Rabbitt, 707/565-2241

Supervisorial District(s):

Second District

Title: Appointment

Recommended Actions:

Appoint Carol Eber to the Sonoma County Regional Parks Foundation representing the Second District for a term of two years expiring 11.14.16.

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

To: Board of Supervisors

Board Agenda Date: November 14, 2014

Vote Requirement: Majority

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

Staff Name and Phone Number:

Michelle Arellano, 565-2431

Supervisorial District(s):

All

Title: FY 2014-15 Advertising Program Category A 5 Grant Awards

Recommended Actions:

- A. Approve Fiscal Year 2014-15 Advertising Program Category A5 - Visitor Way Finding and Signage grant awards and authorize the County Administrator to execute contracts.
- B. Approve allocation in the amount of \$200,000 to the Sonoma County Fair Foundation for the construction of the Saralee and Richard's Barn agricultural education center, granting a one year contribution of \$100,000 and pledging \$100,000 in matching funds toward the fundraising campaign.

Executive Summary:

This item requests Board consideration and approval of Fiscal Year 2014-2015 Visitor Way Finding and Signage Category grant awards and an Advertising fund allocation in the amount of \$200,000 for the construction of the Saralee and Richard's Barn center for agricultural education located at the Sonoma County Fairgrounds.

Background

The Advertising and Promotions Program utilizes a portion of the Transient Occupancy Tax (TOT) to encourage tourism, economic development and community engagement through a variety of grant award and funding avenues. The Program provides various grants to community non-profits for advertising and promoting events and the county as a visitor destination with the goal of advancing economic growth through tourism. Additionally the program provides grants to promote agricultural promotion as well as address impacts on safety due to tourism.

On September 16, 2014, your Board approved updates to the Advertising and Promotions Program Policy that included increasing the maximum amount for Category A5 – Visitor Way Finding and Signage by \$50,000, bringing to a new total of \$100,000 per year. Your Board also approved re-opening the FY 2014-15 Category A5 application filing period for a limited time to allow requests for the additional funding made available and return with grant award recommendations.

Fiscal Year 2014-15 Category A5 – Visitor Way Finding and Signage Grant Recommendations:

The time limited application filing was conducted for Category A5 only. The application window was open from September 16, 2014 through October 16, 2014. On October 9, 2014, staff conducted an Advertising Program workshop for advertisers to discuss the Category A5 time limited application filing period as well as to review the various program categories, application process and requirements.

Staff reviewed all Category A5 applications and presented recommendations to the Advertising Committee members comprised of Supervisors Efren Carrillo and Mike McGuire. Both staff and Committee members considered all applications given the available funding, and based recommendations on Policy guidelines and restrictions, the project phase, visitor impacts and potential return on investment, and usage of prior grant awards.

Attachment A details the applications received, the amount requested, the amount recommended by staff and the amount recommended by the Advertising Committee. As part of their recommendation, the Advertising Committee proposes an additional allocation of \$5,000 to the category on a one-time only basis on the merit and demonstrated benefit of the applications by increasing the additional Fiscal Year 14-15 grant award allocated amount to a total of \$55,000. A copy of the Category A5 grant awards for FY 14-15 and FY 13-14 is attached for informational purposes (Attachment B).

Saralee and Richard’s Barn

The Sonoma County Fair Foundation is leading efforts to raise money to construct the Saralee and Richard’s Barn agricultural educational center at the Sonoma County Fairgrounds. The barn is a tribute to the late Saralee McClelland Kunde and her husband Richard Kunde who were driving forces behind many successful strategies to promote the Sonoma County Fair and Harvest Fair, and commitment to enhance Sonoma County future farmers through 4-H Foundation of Sonoma County and Future Farmers of America (FFA). When not being used for agricultural promotion or education, Saralee and Richard’s Barn will serve as a venue for a multitude of other events including fundraising dinners, wine competitions, Sonoma County Farm Bureau’s Ag Days for over 4,000 elementary school children, culinary demonstrations and farm to table activities, 4-H and FFA seminars and meetings, private events, dog shows and livestock events to name a few. Construction costs for the tribute barn total \$1.6 million. An allocation of advertising funds of \$200,000 is being requested to fund the project, of which a one-year award contribution of \$100,000 shall be made this fiscal year and an allocation of \$100,000 shall be made to match funds from the fundraising campaign when two-thirds (approx. \$1,067,000) of the total funds needed have been raised.

Prior Board Actions:

9/16/14: Board approved updates to the Advertising and Promotions Program Policy and directed staff to open a time limited application filing period for FY 14-15 Category A5 grants
6/17/14: Board approved Advertising Program grants for FY 14-15 as part of the budget hearing process.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Through grants provided to local non profits to promote the county and encourage tourism the Advertising Program encourages economic development and job growth.

Fiscal Summary - FY 14-15			
Expenditures		Funding Source(s)	
Budgeted Amount	\$ 50,000	County General Fund	\$
Add Appropriations Req'd.	\$ 205,000	State/Federal	\$
	\$	Fees/Other	\$ 50,000
	\$	Use of Fund Balance	\$ 205,000
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 255,000	Total Sources	\$ 255,000
Narrative Explanation of Fiscal Impacts (If Required):			
This item requests \$205,000 from Program Fund Balance to support the Saralee and Richard's Barn agricultural education center (\$200,000) and funding for 2014-15 Advertising Category A5 grant award (\$5,000). \$50,000 for Category A5 grant awards is 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:			
Attachment A – FY 2014-15 Category A5 Grant Award Recommendations Attachment B – FY 2013-14 and 14-15 Category A5 Grant Awards Attachment C – Saralee and Richard's Barn Case Statement			
Related Items "On File" with the Clerk of the Board:			

FY 14-15 CATEGORY A5 VISITOR AND WAY FINDING & SIGNAGE TIME LIMITED FILING

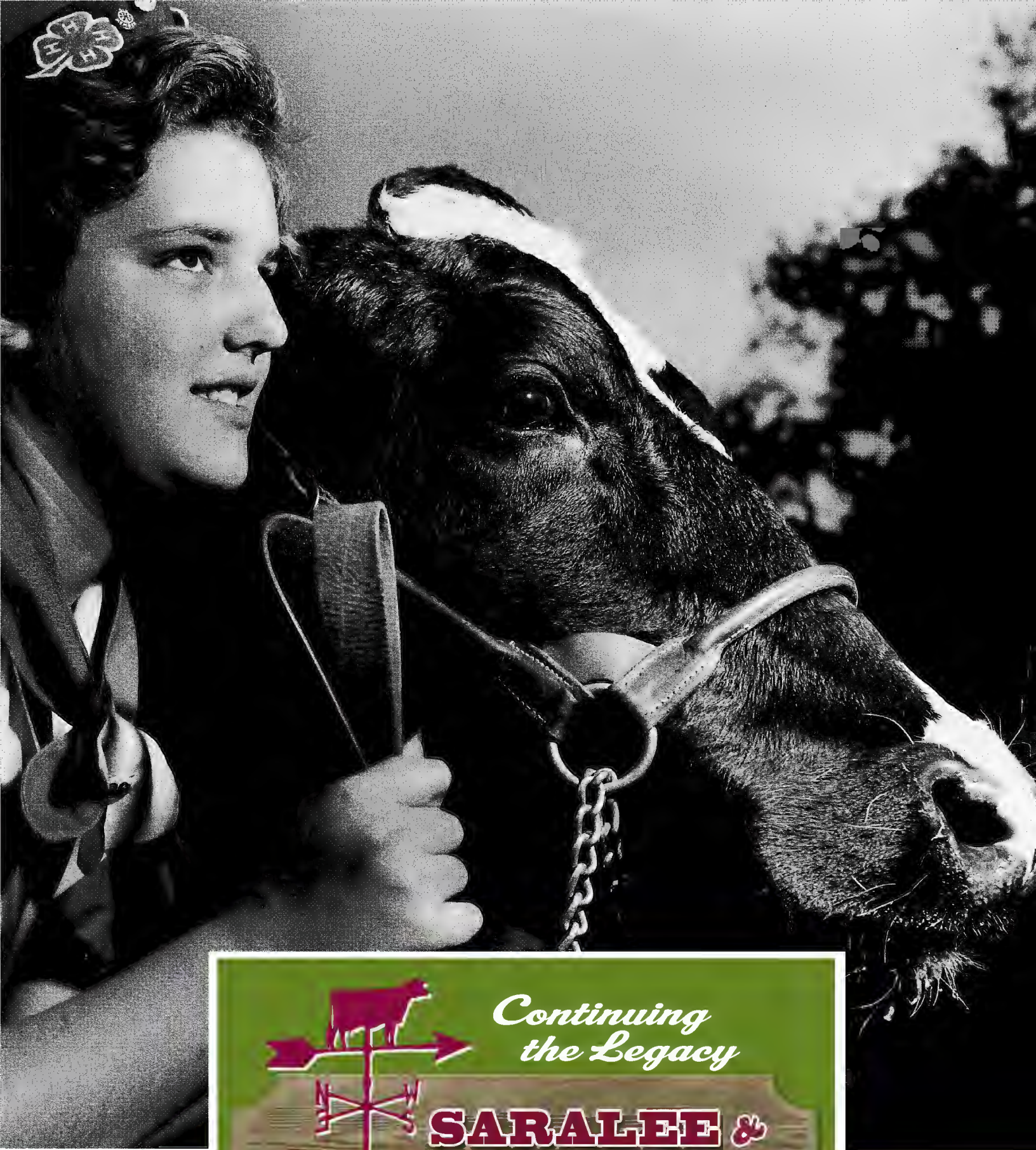
Entity	Event/Purpose	13/14 Advrt Grant	14/15 Advrt Grant	Amount Requested	Staff Recommendation	Committee Recommendation
Category A5 - Visitor Way Finding & Signage					Category Max:	\$50,000
Friends of Rio Nido	Sign project, including refurbishment of a historic sign icon marker visible to visitors	\$3,000	\$12,000	\$7,788	\$1,788	\$1,788
Valley of the Moon Natural Historical Society (Jack London State Historical Park)	22 permanent signage throughout park indicating where visitors can stop and listen to self-guided audio tours.	\$0	\$0	\$3,000	\$0	\$0
Monte Rio Recreation and Park District	Trail signage at Creekside Park along Dutch Bill Creek Trail.	\$1,000	\$0	\$12,000	\$4,200	\$4,200
Petaluma Gap Winegrowers Alliance	Permanent signs for all Petaluma Gap Vineyards (70+) and wineries (12), and signs at all major entry roads (101, Lakeville, 116),	\$0	\$0	\$10,000	\$0	\$5,000
Russian River Chamber of Commerce	Gateway Signage: 4 "Welcome To" signs: Russian River, Rio Nido, Guerneville, Monte Rio	\$5,840	\$0	\$20,000	\$8,000	\$8,000
Russian River Valley Winegrowers	Welcome Signs placed throughout Russian River Valley (from Healdsburg to Sebastopol).	\$0	\$0	\$10,000	\$8,000	\$8,000
Sonoma County Museum	Permanent exterior identifying/ way finding signage for the new "Art Museum of Sonoma County" in downtown Santa Rosa.	\$0	\$5,000	\$20,000	\$8,000	\$8,000
Sonoma County Regional Parks	Taylor Mountain English/Spanish signage. Replacement of parking lot identification, directional signs and park entry on Petaluma Hill Road	\$0	\$0	\$20,000	\$5,000	\$5,000
Sonoma Valley Historical Society	Sonoma Wayfinding Signage for Depot Park Museum.	\$0	\$0	\$8,100	\$5,000	\$5,000
Western Sonoma County Historical Society	Signage for Luther Burbank Experiment Farm	\$0	\$0	\$300	\$0	\$0
Wells Fargo Center for the Arts dba (Luther Burbank Memorial Foundation)	New permanent signage for business park, includes entrance sign and business directionals, pedestrian directional and vehicular directionals	\$10,000	\$0	\$25,000	\$10,000	\$10,000
				Total Requested	\$103,400	\$49,988
						\$54,988

FY 14-15 CATEGORY A5 VISITOR AND WAY FINDING & SIGNAGE AWARDS

Entity	Event/Purpose	13/14 Advrt Grant	Amount Requested		FY 14-15 Ganted June 2014
Category A5 - Visitor Way Finding & Signage			Category Max:		\$50,000
Cloverdale Chamber of Commerce	Entry signs, specifically Hwy 128.	\$6,000	\$10,000		\$6,000
Friends of Rio Nido	Entry sign, new or refurbished,	\$3,000	\$12,000		\$12,000
Healdsburg Performing Arts Theater, Inc., DBA Raven Theater Windsor	Sign/marquee for Raven Theater Windsor	n/a	\$7,500		\$7,500
Sebastopol Center for the Arts	Permanent signage on Hwy 12 and 116	\$0	\$2,500		\$2,500
Sonoma County Museum	Permanent banner series in front of Museum building	\$0	\$5,000		\$5,000
Sonoma Valley Visitors Bureau	Hwy 37 Billboard Signage	\$7,000	\$20,000		\$10,000
Total Requested			\$57,000	Total Recommended:	\$43,000

FY 13-14 CATEGORY A5 VISITOR AND WAY FINDING & SIGNAGE AWARDS

Entity	Event/Purpose		Amount Requested		FY 13-14 Award Ganted
6th Street Playhouse (Signage)	Signs on north and south HWY 101 off ramps for location of the theater and Historic Railroad Square; "Lamp post" style signs in Railroad Square directing to theater. (7 signs)		\$28,000		\$4,000
Cloverdale Chamber of Commerce (Signage)	Contribute to planned sign program, including gateway signs and directional sign in downtown.		\$40,000		\$6,000
Friends of Rio Nido	Restore and install historic neon sign near original location on River Road		\$6,000		\$3,000
Monte Rio Chamber of Commerce (Signage)	Replace existing Chamber Monte Rio Gateway sign.		\$800		\$800
Monte Rio Rec & Park District	Sign at entry of Creekside Park on Main Street		\$4,000		\$1,000
Pegasus Theater Company	Sign on Canyon Two Road directing to the theater		\$360		\$360
Petaluma Visitors Center (Signage)	5 signs directing to VC and potentially 3 more on Hwy exits.		\$4,020		\$4,000
Russian River Chamber of Commerce (signage)	Phase 2 of plan from former RDA; Way finding signage and potential a new plaza kiosk		\$20,000		\$5,840
Sonoma Community Center	Marquee signage for Andrews Hall		\$20,000		\$5,000
Sonoma Valley Visitors Bureau (Signage)	Billboard on Hwy 37&121; Billboard on Hwy 12&121		\$20,000		\$7,000
Town of Windsor (Signage)	Welcome sign on South Hwy 101		\$9,300		\$7,000
Wells Fargo Center (Signage)	Electric Entrance Monument Sign with permanent non-electronic "Welcome to Larkfield"		\$40,000		\$10,000
				Total Recommended:	\$54,000



*Continuing
the Legacy*

**SARALEE &
RICHARD'S BARN**

A CENTER FOR AGRICULTURAL EDUCATION

THE LEGACY

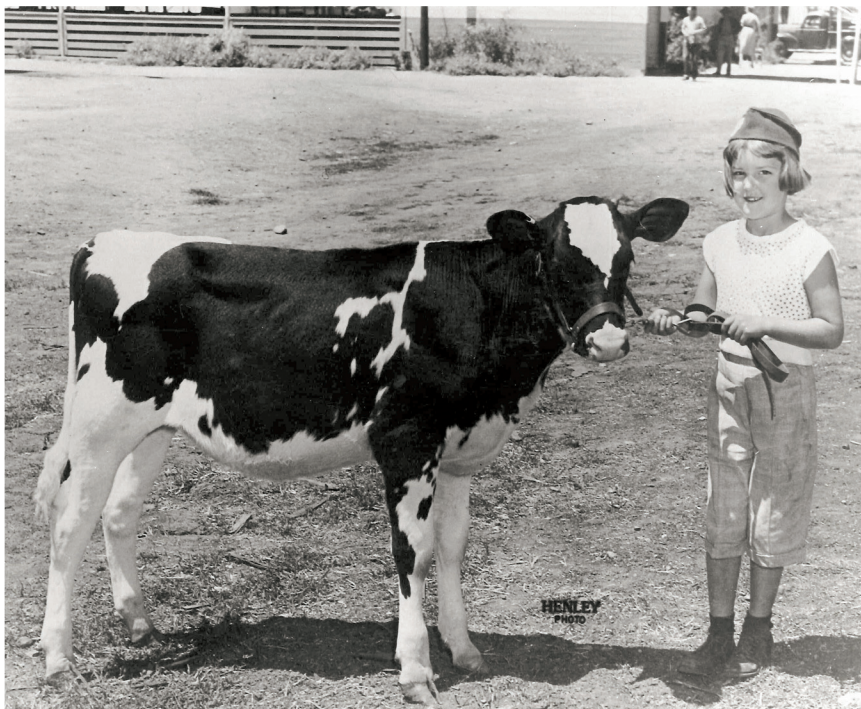


The first fair held on the grounds of what would become the Sonoma County Fairgrounds was in 1936, in a time where a few influential people put their heads together and created an event that could last. Nearly 78 years later, the Sonoma County Fair continues to illustrate how local agriculture is the backbone of the fair industry. One young 4-H member was **Saralee McClelland Kunde**, who showed her prized dairy cattle at the Sonoma County Fair as a girl in the 1950s and '60s. Saralee remained closely integrated with promoting agriculture and the fair throughout the rest of her life, becoming an employee and later a board member of the Sonoma County Fair. She and her husband, Richard, hosted numerous fundraisers each year, helping to fund scholarships for youth in agriculture and educational activities.

Saralee with her brother George McClelland showing cattle at the Sonoma County Fair.

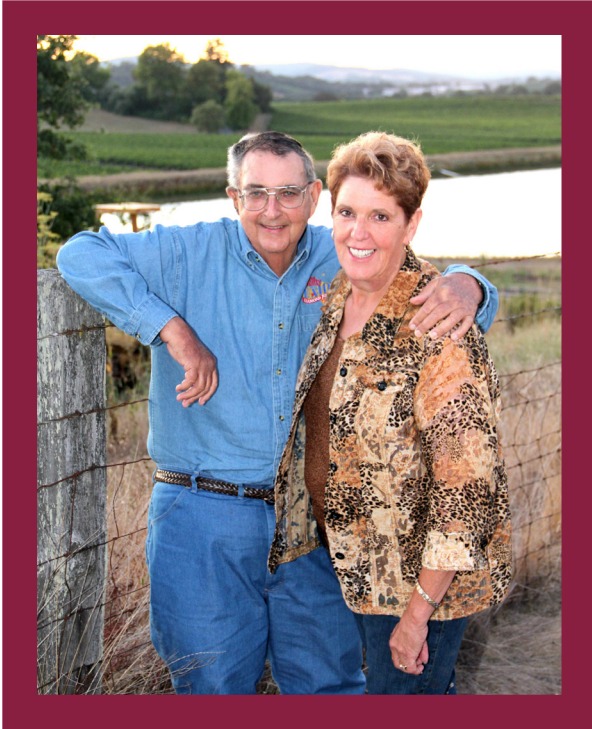


Saralee showing her prized dairy cattle at the Sonoma County Fair as a young girl.



Saralee showing spirit and support in Sonoma County Fair's Daily Parade.





Saralee and Richard Kunde are recognized as the first couple of Sonoma County agriculture, a dynamic pair who have done more to promote farming, fairs and farm youth than anyone else in the last half century. Together, they were a formidable force of nature, using their energy, passion and resources to shape Sonoma County as California's premier wine and food region.

They enacted strategies to promote the Harvest Fair and the Sonoma County Fair, to challenge and inspire youth involved in 4-H and FFA, fortify cooperation among agricultural producers and introduce the general public to farm life. Everything was done to secure and preserve Sonoma County's rich farming heritage.

Saralee passed away from ovarian cancer on January 26, 2014, leaving an incredible legacy as a grape grower, philanthropist, community leader and agricultural mentor.

It was Saralee's dream to build a pavilion on the Sonoma County Fairgrounds that would be a center for agricultural education during the fair and throughout the rest of the year. She was fully supported in this dream by Richard.

Saralee envisioned a spacious facility in the center of the fairgrounds where city folks could connect with farmers, taste locally grown food or watch chicks hatch before their eyes. Saralee's passing has left a huge hole in the community and in our hearts. But her indomitable spirit and enthusiasm have inspired others to carry on, fulfilling her grand vision for the fair and Sonoma County agriculture.

—Tim Tesconi
Executive Director, Sonoma County Farm Bureau



Children and adults visiting Sweet Lil's Farm at the Sonoma County Fair can learn how to milk a faux cow, thanks to a generous donation by Richard and Saralee Kunde.



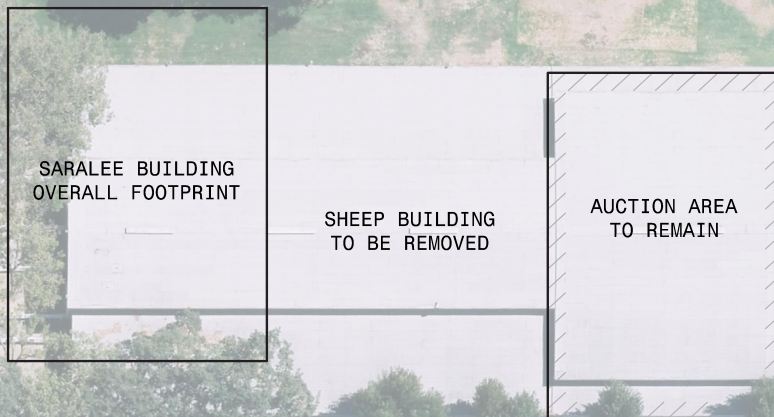
We now have the opportunity, with your help, to *make the dream of one of agriculture's greatest supporters a reality*, and in doing so, celebrate all that Richard and Saralee have done for Sonoma County.

USES

When not being used to promote or educate others about agriculture, Saralee and Richard's Barn will serve a multitude of other purposes:

- Fundraising dinners
- Wine coding and competitions
- Private events
- History of Sonoma County Agriculture display
- Farm Bureau's Ag Days for over 4,000 elementary school children
- Chef/culinary demonstrations – farm to table activities
- Additional facility for dog events, horse shows and other livestock area events
- Provide additional community support through donated facility use for non-fundraiser, ag education activities such as 4-H and FFA meetings/seminars

THE BARN



BENEFITS

As a county based in agriculture, be it dairy, grapes and other commodities, having a location where agriculturalists can showcase their value to our community is essential.

A permanent agriculture education center promotes better understanding of agriculture, which in turn provides support for farmers and ranchers.

In an increasingly urban culture, educating youth about the importance of our agriculture industry and how it brings fresh food to their table daily is more important than ever.

THE GOAL

Total Fundraising Goal
\$1.9 million

To Include

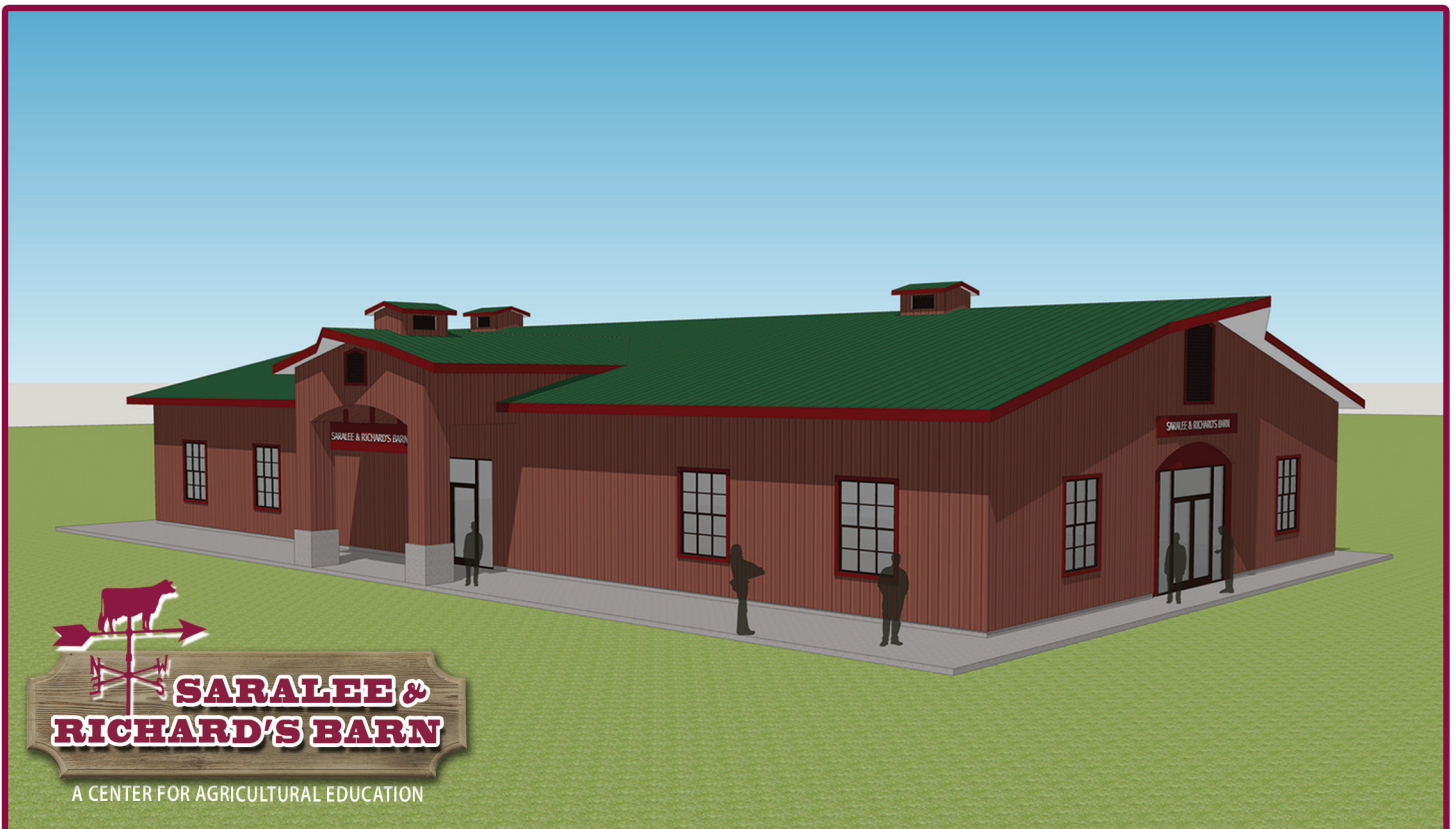
\$1.6 million in construction costs
\$300,000 to establish an Agriculture Education Endowment Fund

Project Contributors

BKF Engineers

Wright Contracting

Lafranchi Architecture & Development



Donor Support Levels

If you value agricultural education and share in Saralee and Richard's commitment to our rich agricultural heritage, please help in this barn raising!

Naming Rights Gifts (Granted for 5 years)

- Agriculture Education Center Endowment Fund (\$250,000)
- Demonstration Kitchen Area (\$150,000)

Will be prominently recognized on donor wall

Donor Recognition Wall

The following donation levels will be delineated on one of the barn walls

- \$100,000 Sweepstakes
- \$50,000 to \$99,999 Best of Class
- \$25,000 to \$49,999 Double Gold
- \$10,000 to 24,999 Gold
- \$5,000 to \$9,999 Silver

Brick by Brick

- Donations between \$500-\$4,999
- Donors will have the opportunity to have their names engraved on a brick displayed at the front of the barn

Pledges to Sonoma County Fair Foundation's Saralee and Richard's Barn Campaign may be made in one payment or scheduled in payments from 1 to 5 years.

The Sonoma County Fair Foundation is a 501c3 non profit organization: Tax ID # 45-4827997

Saralee Kunde was well-known throughout the area as a fierce cheerleader for agriculture.



—Terry Lindley
Senior Vice President of Marketing
American AgCredit

In many ways, she became the face of Sonoma County agriculture through her tireless efforts to champion and preserve the area's ranch and farmlands. We enthusiastically support this fundraising effort, and are proud to be the inaugural sponsor for Saralee and Richard's Barn. Their encouragement and involvement with the area's grape growers and other producers, their support for local 4-H groups, and generously sharing the family's own land with area groups to raise millions of dollars – are all a testament to the legacy that this barn will commemorate.



DONORS

American Ag Credit
Augie & Kathy Rivas
Becky Schivanich
Ben & Jessica Silacci
Ben Stone
Calif. Brown Swiss Cattle Association
Congressman Thompson
Donna Peterson
Earl & Dot Holtz
Exchange Bank
Frank & Stacey Gambonini
Gamlake Dairy
George McClelland
Helm & Sons Carnival
Isabel Rienecker
J.H. Mendoza and Co.
Jack and Judy DeMeo
Jim, Bill and Ed Genasci
John & Paula Olufs
John Regusci Family
Karissa Kruse
Lagunians
Larry Gerber
Legend Dairy Farms
Loretta Cheda Guttendorf
Lynn Cunningham

M.E. & Jeanette Fitch
Marilyn Herzog
Martin & Sally Pozzi
Matt Schafer
Max K. & Marilyn Herzog
McClellands Dairy
Mike & Monique Moretti
Mike & Joanne Ferris
Mulas Dairy
Nick Frey
Pat and Allison Emery
R.O. Shelling Grain and Feed
Ragna DeLong
Redwood Empire Jr. Holstein Association
Renee Mengali
Robert & Debbie Grove
Rocco Cunningham
Schohr Herefords
Shari DeGraffenreid
Sleepy Hollow Properties
Summit State Bank
Tawny Tesconi
Teejay Lowe
Terri Balletto
Terry & Misty Lindley
The Deniz Family
The Jones Family
Tim Souza
Tony Neles
Vickie Mulas



COMMITTEE MEMBERS

Pat Emery, *Chair*

Rich Kunde, *Honorary Chair*

Terri Balletto

Lisa Carreño

Geoff Coleman

Lynn Cunningham

Jack DeMeo

Steve Dutton

Gail Dutton Peterson

Joanne Ferris

Marilyn Herzog

Ken Lafranchi

Terry Lindley

Ross Liscum

Teejay Lowe

Christine Margetts

Mike Nonella

Tom Parsons

Les Perry

Regina Pozzi

Jim Pratt

Sheila Quince

Tawny Tesconi

Tim Tesconi

Katie Young





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 Directors of Sonoma County Water Agency
Board of Supervisors
Commissioners of Community Development Commission
Board of Directors of Northern Sonoma County Air Pollution District
Board of Directors of Agricultural & Open Space District
Sonoma Valley, Russian River, Occidental, and South Park County Sanitation Districts

Board Agenda Date: November 14, 2014

Vote Requirement: 4/5

Department or Agency Name(s): County Administrator's Office, Community Development Commission, Northern Sonoma County Air Pollution District, Agricultural & Open Space District, Sonoma County Water Agency, Russian River County Sanitation District, Occidental County Sanitation District, South Park County Sanitation District, and Sonoma Valley Sanitation District.

Staff Name and Phone Number:

Christina Rivera 707-565-2048

Supervisorial District(s):

All

Title: FY 2014-15 1ST Quarter Budget Update

Recommended Actions:

- A. Receive FY 2014-15 Budget Information.
- B. Adopt Concurrent Resolution of the Board of Supervisors, Community Development Commission, Northern Sonoma County Air Pollution Control District, Agricultural Preservation & Open Space District, Russian River County Sanitation District, Occidental County Sanitation District, South Park County Sanitation District, and Sonoma County Water Agency adjusting FY 2014-15 Budget and Position Allocations.
- C. Adopt Resolution of the Sonoma Valley County Sanitation District, adjusting FY 2014-15 Budget.

Executive Summary:

The 1st Quarter Budget update describes the budgetary and position allocation changes necessary to implement recent Board direction; updated project and initiative costs; modified state-federal funding allocations; and the re-budgeting of FY 2013-14 unused appropriations for programs, projects, and services continued into the new year. In addition, this summary provides General Fund Contingencies status, revisions to the 5-Year Fiscal Forecast, and an overview of staff directions provided during FY 2014-15 Budget Hearings.

This update continues to reflect the County’s strong fiscal position as a result of: an improving economy, the Board’s decision to maintain the cost of baseline services, and leveraging state and federal funds to implement strategic investments. In addition, the Board adopted a balanced FY 2014-15 budget while growing General Fund Reserve from \$32 million to \$43 million to achieve 10% of General Fund budgeted revenues.

Budget Adjustments & Position Changes

Recommended adjustments increase total budgeted expenditures by \$34 million. The budgetary changes included in this report are summarized by department and type of fund in the attached Resolutions Exhibits A and B. A general overview of adjustments to expenses, revenues, and positions are discussed below.

USES	General Fund (GF)	Other Funds (Other)	Total
New – For Board Consideration	\$4,575,359	\$3,926,290	\$8,501,649
Prior – Following BOS Direction	<u>5,584,681</u>	<u>19,685,089</u>	<u>25,269,770</u>
Total	\$10,160,040	\$23,611,379	\$33,771,419

The most significant expenditure changes for the Board’s consideration are:

- a) (GF) Non-Departmental \$1 million transfer to Roads for Roads Worst First program, and \$3 million to reduce pension liabilities. Staff will return in December with a Pension Reform update.
- b) (Other Funds) Water Agency \$1.9 million mainly for Mirabel Fish Ladder construction and staffing changes; Sheriff \$682,000 detention facility equipment and services; Roads \$246,000 for Public Education staff and miscellaneous job classification changes; and Community Development Commission \$334,000 staff restructuring changes.

Adjustments consistent with prior Board direction and/or budget guidance total \$25.3 million are:

- c) \$28.5 million in prior year unused appropriations for projects, programs, or services to be re-budgeted in Water Agency, Information Systems, and Sheriff Office Telecommunications.
- d) (-\$10.5) million expenditure decrease adjusting out one-time allocations and reconciling expenses that were rolled forward from FY 2013-14 as a part of our budget process while we convert to a new financial system. These allocation and expenses did not need to be repeated in FY 2014-15. Most of the adjustment in Health Services is for First 5 Strategic Community projects completed before year-end, and Inter-governmental Funds received and invested in the prior year.
- e) \$7.3 million associated with Board actions approved after budget adoption.

The recommended adjustments will be financed with a combination of new revenues and use of available non-General Fund balances. Significant changes in sources are described below.

SOURCES	General Fund (GF)	Other Funds (Other)	Total
New Rev – For Board Consideration	\$4,541,382	\$5,781,012	\$10,322,394
New Use of FB – For Consideration	33,977	(1,854,722)	(1,820,745)
<i>Sub-total New Sources</i>	<i>\$4,575,362</i>	<i>\$3,926,290</i>	<i>\$8,501,649</i>
Prior – Following BOS Direction	\$5,618,658	\$(10,774,529)	<u>(\$5,155,871)</u>
Prior Use of FB – Following Direction	<u>(33,977)</u>	<u>30,459,618</u>	<u>30,425,641</u>
<i>Sub-total Prior Sources</i>	<i>\$5,584,681</i>	<i>\$19,685,089</i>	<i>\$25,269,770</i>
Total for All Sources (see prior page)	\$10,160,040	\$23,611,379	\$33,771,419

Most significant changes in new Revenue and use of Fund Balance for the Board’s consideration are:

- f) (GF) Non-Departmental \$4 million in updated property tax revenue receipts, representing the difference between the 5% assumed in Adopted budget and the 7.27% value growth reported by the Assessor on 7/29/14. In addition, Sheriff and Regional Parks budgets are recognizing new revenues from asset forfeiture and Ag & Open Space special revenue funds.
- g) (Other Funds) Water Agency \$5.4 million in state-federal drought related grants and resources for the Mirabel Fish Ladder.
- h) Overall decrease in Use of Fund Balance associated with Water Agency’s recognition of new revenues for drought related efforts, which had not been secured at the time of budget adoption.

Adjustments consistent with prior Board direction and/or budget guidance are:

- i) (GF) Information Systems \$3.6 million carry forward project revenues associated with re-budgeting expenses; and \$1.3 million in Fire & Emergency Services re-budgeting available grants not yet spent.
- j) (Other Funds) Health Services (-\$10.6) million revenue reduction to adjust the department’s most recent estimate of state-federal allocations including one-time grants not available in FY 2014-15; and revenues associated with operating transfers between funds.
- k) Use of Fund Balance is increasing by \$30 million mostly because of unfinished projects being carried forward into FY 2014-15.

POSITIONS	General Fund (GF)	Other Funds (Other)	Total
New – For Board Consideration	2.00	13.16	15.16
Prior - Following Prior Direction	<u>4.00</u>	<u>8.00</u>	<u>12.00</u>
Total for All Sources	6.00	21.16	27.16

A net of 15.16 full time equivalent positions for the Board’s consideration are recommended, as follows:

- l) (GF) Additional Regional Park maintenance staff.
- m) (Other Funds) HR Risk Management benefits coordination; Health – Animal Care Assistants from extra help to permanent; Community Development Commission restructuring; Roads limited

term community outreach and education staff; Water Agency additional technical writer and extra help maintenance staff to permanent.

Also, 12 new position allocations following prior Board Direction are:

- n) (GF) Probation staff to implement Title IV Childcare Welfare Waiver program and Sheriff River Area deputy position allocation.
- o) (Other Funds) Health Services Adult & Protective enhanced services; and Economic Development Creative Sonoma Arts Program and limited term staffing for Workforce Investment agreement with Human Services.

In addition, approximately 13 positions are being deleted and replaced one for one with job class allocations to end term limited status or to address certain Departments' changes in duties, responsibilities, and spans of control. For a complete summary of budget adjustments by department and type of fund (General Fund or Other Funds) see Exhibit A of the attached resolution, and for the complete list of position changes see Exhibit B.

Contingencies

The FY 2014-15 adopted budget allocated \$1,721,526 in General Fund Contingencies. As of this writing, \$40,738 has been approved for fee waivers, and \$242,000 is expected to be spent for Library sales tax elections costs. Thus, the estimated available balance before Budget Adjustments is \$1,438,788. The following uses are included in the Budget Adjustments consistent with Board guidance and/or Board Priorities:

\$115,500 to finance the new Subsidized Transit Program.

\$40,000 to support Regional Park planning and maintenance services.

\$111,600 in Community & Local law Enforcement Task Force stipend program, training/travel, and extended project timeline program expenses.

\$134,100 to cover County Counsel salary equity adjustments.

\$160,000 for Resource Conservation Districts to provide county-wide land conservation aid and education.

\$7,500 in Animal Care & Control to annualize fiscal support for staff approved in FY 2013-14.

\$20,000 covering the County's contribution towards the Santa Rosa Plan Underground Study.

Total use of contingencies for the above items totals about \$588,700. However, as a result of some General Government capital projects being completed under budget, approximately \$199,700 in unused funds returned to appropriations for contingencies in these adjustments. If recommended changes are approved, the new available contingency balance **would be \$1,050,000** for the remainder of this fiscal year.

Updated 5-Year General Fund Forecast (Attachment 2)

As mentioned, our periodic Budget reports include updates to the County's 5-Year Fiscal Forecast. Based on potential growth factors applied to revenues (Property Tax and State-Federal funds) and year-end savings, the revised forecast includes two scenarios for FY 2015-16 intended to illustrate the budget balancing gap potential. The optimistic scenario assumes 3% revenue growth, reduced non-Salaries & Benefits costs, and \$15 million year-end savings resulting in a FY 2015-16 balanced budget, assuming no new ongoing expenses are adopted and no significant revenue declines. On the other hand, the

conservative scenario assumes 2.5% revenue growth and \$10 million in year-end savings resulting in a potential gap of \$11 million.

This is mainly associated with the County's anticipated salaries and benefits adjustments, increase expenditures for roads, and reduced reliance in year-end savings. As the new year budget is developed and revenue patterns are established, staff will bring forward recommendations that will prioritize expenses, identify one-time sources for one-time uses (where applicable), and update revenue growth projections.

Status of FY 2014-15 Budget Hearing Directions to Staff (Attachment 3)

During the recent budget hearings the Board identified 19 directives to staff which would result in a number of reports or updates. Of the total, 11 have been completed mostly through a Board Report recommendation, and 2 are addressed as part of the 1st Quarter Budget Adjustments, as follows:

- **Resource Conservation District – work with district staff to identify funding options to cover administrative overhead.**
Recommendation: \$160,000 is included in Transportation & Public Works District Formation budget changes to finance Year 1 of a 2-year Memorandum of Understanding Agreement with both Sonoma and Gold Ridge Resource Conservation Districts to provide land conservation and education services countywide. The agreement is under development and will be presented for Board consideration before the end of 2014.
- **Regional Parks Capital Projects – Report on and make recommendations for staff needs related to capital projects implementation.**

Recommendation: 1.0 Planner Technician included in the enclosed adjustments will relieve the Park Planners of routine technical and time-consuming tasks freeing them to advance project work.

A summary on the completion and progress status of all directives received is enclosed as Attachment 3 for reference.

Conclusion

The Board has made effective decisions to put the County on strong fiscal footing, including pension reform and increasing reserves while decreasing future pension liability. The budget is balanced between sources and uses for FY 2014-15 and it implements service enhancements and economic development investments such as homeless services and road infrastructure.

To ensure the County's strong fiscal position into the future, staff will continue to follow the Board's ongoing prudent and disciplined fiscal approach and manage budgets consistent with the guidance provided by the Board's Priorities.

Prior Board Actions:

June 17, 2014 Concurrent Resolution Adopting the FY 2014-15 Budget.

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary - FY 14-15

Expenditures		Funding Source(s)	
Budgeted Amount	\$	County General Fund	\$ 0
Add Appropriations Req'd.	\$ 33,771,419	State/Federal	\$ 1,485,122
	\$	Fees/Other	\$ 0
	\$	Use of Fund Balance	\$ 7,841,289
	\$	Contingencies	\$ (GF) 389,007
	\$	SoCo Water Agency	\$ 24,056,001
Total Expenditure	\$ 33,771,419	Total Sources	\$ 33,771,419

Narrative Explanation of Fiscal Impacts (If Required):

See attached Budget Resolution exhibits for detailed narrative of the recommended 1st Quarter Budget Changes.

Staffing Impacts

Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
See Attachment 1: Resolution Exhibit B.			

Narrative Explanation of Staffing Impacts (If Required):

Attachments:

1) Resolution Adjusting Budget and Positions with Exhibits, 2) Updated 5-Year General Fund Forecast; 3) and Status of Budget Hearings Directions to Staff.

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

None



County of Sonoma
State of California

Date: November 14, 2014

Item Number: 25

Resolution Number: _____

4/5 Vote Required

**Concurrent Resolution Of The Board Of Supervisors Of The County Of Sonoma
And All Public Entities For Which The Board Of Supervisors Acts As The Board
Of Directors Or Commissioners, Adjusting The FY 2014-15 Budget For All
Governmental Entities Within Its Jurisdiction (4/5 Vote Required.)**

Whereas, the Board has adopted the Fiscal Year 2014-15 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 2014-15 Fiscal Year.

Now, Therefore, Be It Resolved that the County Auditor-Controller is hereby authorized and directed to adjust the Fiscal Year 2014-15 Adopted Budget for the attached increases/decreases listed in Exhibit "A" and position allocation changes listed in Exhibit "B" for the governmental entities within its jurisdiction.

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

Resolution No.

**County of Sonoma
Santa Rosa, CA 95403**

Date: 11/14/2014

**Concurrent Resolution Of The Board Of Directors Of The Sonoma Valley County
Sanitation District Adjusting The Adopted FY 2014-15 Budget. (2/3 Vote
Required.)**

Whereas, the Board has adopted the Fiscal Year 2014-15 Budget 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 2014-15 Fiscal Year.

Now, Therefore, Be It Resolved that the County Auditor-Controller is hereby authorized and directed to adjust the Fiscal year 2014-15 Adopted Budget for the attached increases/decreases listed in Exhibit "A" for the Sonoma Valley County Sanitation District.

Supervisors:

Rouse: Gorin: Rabbitt:

Ayes: Noes: Absent: Abstain:

So Ordered.

EXHIBIT A

Consolidated Budget Adjustments FY 2014-15- 1st Quarter

Summary of Adjustments	FTE Impacts (+/_)	Gross Expenditure	Revenue & Reimbursement	Net Cost
Adjustments for Board Consideration				
Administrative and Fiscal Services				
Human Resources - Other Funds				
Add 2.0 Risk Management Analysts II, \$170,000: a) support new benefits regulatory compliance required under the Affordable Care Act and additional Health Reimbursement Arrangement (HRA); b) Liability analyst will address critical incident management, and increased coordination of ADA Title II accessibility. Expense to be funded through Benefits Administration rates charged to programs, \$85,000; deletion consulting Services and vacant Secretary position, \$68,400; and \$16,600 allocated to General Liability Fund.	1.00	101,600	0	101,600
General Services - General Fund				
Program unanticipated rent revenue to fund Heating Ventilating and Air Conditioning (HVAC) replacement at the Sebastopol Vets Building, \$9,541; and program Transient Occupancy Tax (TOT) revenue to fund artwork project on County-owned property in the Healdsburg area, \$15,000. Includes expense reclassifications between Energy, Real Estate, and Facilities budget units to accurately expense programming, \$21,602 offset by (-\$21,602). Convert 7 filled Energy Division time-limited positions to permanent given that Sonoma's Energy Watch and Energy Independence programs are now ongoing and have established sustainability.	0.00	24,541	24,541	0
General Services - Other Fund				
Appropriate fund balance from Facilities replacement for animal shelter parking lot improvements.	0.00	100,000	0	100,000
Non-Departmental - General Fund				
Recognize improved secured property tax revenue as a result of the official Assessed Value Roll close reported by the Assessor on July 29, 2014 at 7.27% growth or 2.27% higher than the 5% assumed for the Adopted Budget. Program increased revenue for Roads Worst First Program, \$1M; and to transfer additional \$3M to the Pension System to accelerate Liability buy down. Staff will return with temporary employer paid payroll rate adjustments to increase transfer to the Pension system.		4,000,000	4,000,000	0

EXHIBIT A

Consolidated Budget Adjustments FY 2014-15- 1st Quarter

Summary of Adjustments	FTE Impacts (+/_)	Gross Expenditure	Revenue & Reimbursement	Net Cost
Justice Services				
District Attorney - General Fund				
Add 1.0 FTE Chief Deputy District Attorney, \$204,950; and delete vacant 1.0 FTE Deputy District Attorney IV (-\$194,343) to meet emergent needs to supervise new prosecutorial units and manage new Realignment workflows, new State legislative changes, and distribution of cases in the Superior Court. Salary savings will cover cost adjustment.	0.00	0	0	0
Probation - General Fund				
Delete 1.0 vacant Probation Assistant, 1.0 vacant Probation Officer II and 1.0 filled Accountant III. Add 1.0 FTE Probation Industry Crew Supervisor, 1.0 FTE Deputy Probation Officer III, and 1.0 FTE Supervising Accountant. These position changes are requested to align the appropriate job classes with duties that will be performed, as the department to adjust the organization to maintain appropriate reporting structures and to improve efficiencies.	0.00	0	0	0
Sheriff - General Fund				
Adjustments reflect increases in expenses for a body scanner at Main Adult Detention Facility, \$250,000, and Spanish translation services, \$40,000, funded by asset forfeiture funds. Position changes result in savings generated by Sheriff's Admin reorganization as follows : Add 1 FTE ASO II and 1 FTE Supervising Accountant and delete 1 FTE ASO I and 1 FTE Accounting Manager netting (-\$6,023) in reduced cost.	0.00	283,977	290,000	(6,023)
Sheriff - Other Funds				
Adjustments for a body scanner at Main Adult Detention Facility and Spanish translation services funded by asset forfeiture funds, \$290,000; and expended from General Fund unit, as described above. Adjust DMV ID budget for contract services for maintenance of Live scan equipment, \$387,787; and recognize revenue and expenditures for Water Agency Wetlands and Jail Industries rejuvenation plants purchase project, \$4,000.	0.00	681,787	4,000	677,787

EXHIBIT A

Consolidated Budget Adjustments FY 2014-15- 1st Quarter

Summary of Adjustments	FTE Impacts (+/_)	Gross Expenditure	Revenue & Reimbursement	Net Cost
Health and Human Services				
Health Services- Other Funds				
Adjust appropriations and staffing levels within the Public Health Division to account for transfers from restricted fund into Environmental Health's Fee Stabilization fund to implement food program improvements: adding .5 FTE Occupational Therapist and Physical Therapist in Children's Medical Services; adding .26 FTE Forensic Psychiatrist; adding 2.0 FTE Animal Care Assistants (converting extra help resources); and deleting 2.10 FTE vacant positions in the WIC program due to declining caseload, which is occurring statewide as a result of low birth-rates following the recession.	1.16	205,959	107,317	98,642
Development Services				
Community Development Commission- Other Funds				
Adjustment realigns staff due to the dissolution of redevelopment programs. Recommendation is to change structure from 3 sections to 2 divisions: Community Development (comprised of Housing and Finance, Construction Services, Property & Asset Management, Homeless Services Planning, and Community Grant Funding) and Housing. Reallocate existing positions by deleting the Redevelopment Manager, the Accountant III, and the Leased Housing Manager and adding Supervising Accountant, and two Assistant Division managers (Assistant Exec. Directors). The net cost associated with these changes will be absorbed within budgeted revenues.	0.00	23,475	0	23,475
Add Asst. Affordable Housing Manager, Asst. Community Development Manager, and a time-limited Account Clerk II, to match new department structure and new initiatives undertaken at the request of County. Net gain of 1.0 FTE time-limited position and 2.0 FTE ongoing positions. However, once the existing Community Development Manager is vacated, that position will be eliminated resulting in a net gain of 1.0 FTE regular position and one time-limited position. New revenues represent the Redevelopment Property Tax Trust Fund allocation now available for affordable housing program administration and Human Services funding for the SonomaWorks Housing Program. Net cost funded with ongoing revenues already included in the Adopted budget. See attachment 2.	3.00	310,495	85,283	225,212

EXHIBIT A

Consolidated Budget Adjustments FY 2014-15- 1st Quarter

Summary of Adjustments	FTE Impacts (+/_)	Gross Expenditure	Revenue & Reimbursement	Net Cost
Fire and Emergency Services-Other Funds				
Adjustments to CSA#40 and CSA#40-Sea Ranch adjust property tax revenue, \$195,815; and adjust Hazardous Materials Fund due to increased State oversight charge that passes through to the State, \$19,000.	0.00	189,040	214,815	(25,775)
Transportation and Public Works-Other Funds				
ROAD DIVISION. Add 1.0 Limited 2-YR Term Department Program Manager and 1.0 Limited 2 YR Term Senior Office Assistant to handle a new Public Affairs, Outreach and Education Program to provide a consistent outreach for the departmental activities, representing \$230,000 use of Road fund balance. Add 1.0 Engineering Division Manager and delete vacant 1.0 Senior Engineer (net add \$8,787) to provide most appropriate resources for efficient project management. Add 1.0 Office Support Supervisor and delete 1.0 filled Yard Clerk (net add \$7,004) to create supervisory function within Road Maintenance.	2.00	245,791	0	245,791
Water Agency - Other Funds				
Add 1.0 Technical Writing Specialist to meet increase demand in grant application and contract tracking. Also, to better align current workload, add Senior Network Analyst and delete vacant Network Analyst; add Engineering Tech III and delete vacant Senior Office assistant; replace extra help workers by adding 3.0 Maintenance Workers II and 1.0 Maintenance Worker III due to increased in-house work. These positions will be funded through: cost savings due to reduced use of extra help, funding reimbursable to various grants, salary savings, and flood control zone funding.	5.00	154,178	0	154,178
Higher revenue is a result of various State and Federal Grants, \$3,962,601, for drought related water use efficiency projects, Russian River watershed climate adaption studies, and Mirabel Fish Ladder construction. Accounting correction, (-\$1,615,450) associated with new financial system conversion. offset by lower revenue in various funds (-\$456,658) resulting from a decrease in redevelopment funds, water sales, and grant revenues from completed projects. Expenditures increase for Mirabel Fish Ladder/Screen, \$2,942,618, due to increase costs for earthwork, bank stabilization and coffer dam; Airport-Larkfield-Wikiup Sanitation Zone, \$600,00, for construction of treatment plant; and South Park Sanitation District, \$845,000, for collection system replacement offset by decreases in operating transfer from SCWA General Fund to the Sustainability Fund (-\$1,492,000) due to reductions in contract services and district operations; and other funds adjustments (\$693,009).	0.00	1,756,909	5,369,597	(3,612,688)

EXHIBIT A

Consolidated Budget Adjustments FY 2014-15- 1st Quarter

Summary of Adjustments	FTE Impacts (+/-)	Gross Expenditure	Revenue & Reimbursement	Net Cost
Regional Parks-General Fund				
Add 3.0 Park & Grounds Maintenance staff covered by Open Space operations and maintenance funds, \$106,951; and increased day use and camping revenue estimate, \$125,500. Also, to better align future department fiscal management, change Administrative Services Officer I to II, \$10,000, funded by increased reimbursements; and add 2.0 Administrative Aides and delete filled 2.0 Park Program Assistant to expand educational programs at Spring Lake and Tolay, \$11,592, funded by membership revenue and support from Sonoma County Water Agency. In addition, adjust contract revenue in-lieu of day use and camping revenue, and increase extra-help staffing and services/supplies at Spring Lake Park with increased contributions by SCWA, \$51,578. To expand marketing and outreach add Program Manager and delete filled Analyst, fully fund Senior Office Assistant (currently funded at 30%) \$25,000; and fully fund Marketing Specialist, \$13,970 offset with increased Membership Revenue. In addition, add Planner Tech, \$32,000, financed with Local, State, Federal, Foundation, Mitigation and General Fund.	3.00	266,841	226,841	40,000
Regional Parks - Other Funds				
Increase Major Maintenance, \$100,000, to address long-term deferred maintenance issues at the Spud Point Marina and Mason's Marina and increase Capital Assets, \$57,056, to replace aging equipment at Spud Point Marina. Maintenance and increase in Capital Assets will be financed from retained earnings from prior years.	0.00	157,056	0	157,056
Sub-Total Adjustments for Board Consideration	15.16	8,501,649	10,322,394	(1,820,745)

EXHIBIT A

Consolidated Budget Adjustments FY 2014-15- 1st Quarter

Summary of Adjustments	FTE Impacts (+/-)	Gross Expenditure	Revenue & Reimbursement	Net Cost
<u>Summary of Requested Adjustments Consistent with Prior Board Direction</u>				
Auditor/Controller/Treasurer/Tax Collector-General Fund				
Miscellaneous changes establishing appropriate job class within administrative division for upcoming responsibility changes, \$5,477; consultant services for sale of tax defaulted properties \$91,000 (4-22-14 Board approval); upgrades to the Megabyte property tax system \$70,640 and replacement of tax collection processing equipment \$28,000 Also, reducing special district accounting charges (-\$106,764) due to several districts discontinuing County Treasury services. Eliminate appropriations rolled over from the prior year for payments to the ACTTC remodel debt service fund \$(-261,750); and reduce related treasury admin fee revenues (\$52,350) offset with SCEIP revenues for administrative support, \$35,000. Eliminate reimbursements rolled over for Jail Booking Fee calculations (-\$14,000).	0.00	(66,633)	(47,104)	(19,529)
Auditor/Controller/Treasurer/Tax Collector-Other Fund				
Adjustments to Sonoma County Special Assessment Fund to eliminate \$33,131 in both revenue and expense for administrative clean-up; and Debt Service Remodel Project \$1.6M in appropriations that were rolled over from FY 13-14 but are no longer needed as debt was retired before year end.	0.00	(1,618,442)	(462,942)	(1,155,500)
Adjust the HR Management System and Enterprise Financial System (EFS) budgets to provide server replacement and system upgrades, \$364,560. Add EFS amortization and depreciation expense offset by user fee revenue, \$812,000. Increases offset by (-\$3M) reduction of one time EFS appropriations rolled over from FY 13-14.	0.00	(1,823,440)	(1,823,440)	0
Board of Supervisors/Administrator-General Fund				
Provide additional appropriations of \$50,000 to support the Community Healing Task force member meeting stipends, business travel and conference expenses (Board approval 8/19/14), and \$61,600 for Task Force administrative support as a result of project timeline extension, adjustment to support staff job classification allocation and translation services expenses.	0.00	111,600	0	111,600
County Counsel - General Fund				
As a result of labor changes approved by the Board on 7/22/14, the Deputy County Counsel job classification received an equity adjustment of 3.25% that was not anticipated nor included in the Adopted Budget. Ongoing increased costs will be considered as part of the annual rate calculation.	0.00	134,102	0	134,102

EXHIBIT A

Consolidated Budget Adjustments FY 2014-15- 1st Quarter

Summary of Adjustments	FTE Impacts (+/_)	Gross Expenditure	Revenue & Reimbursement	Net Cost
General Services - Other Funds				
Reclassify \$58,960/(-\$58,960) for Hall of Justice Elevator repairs from Courthouse Construction to Criminal Justice Construction Fund, based on Administrative Office of the Courts audit finding. Also, recognize transfer from Agricultural Commissioner's Office budget, \$48,000; to fund heavy-capacity truck for Weights and Measures, as approved by the Board on 8/16/14.	0.00	48,000	48,000	0
Information Systems - General Fund				
Increase appropriations for Year 2 expenses and offsetting operating transfers for approved capital projects for Voice Over Internet Telephone Replacement, \$1,762,361; and Legal Case Management System, 1,435,880. Transfer 1.0 FTE and cancel offsetting reimbursement to Sherriff for Radio Communications, (-\$124,101). Rebudget expenses and offsetting reimbursements for non-General Fund financed infrastructure replacement needs continued from FY 13-14, \$451,470.	-1.00	3,581,000	3,581,000	0
Information Systems - Other Funds				
Operating transfer adjustments from special funds for rebudgeted projects as describe above, and establish operating transfer revenue of \$1,946,398; from the Technology Investment fund for VOIP replacement system; and recognize \$28,000 from ACTTC to Replacement Fund for other equipment improvements.	0.00	5,596,109	1,974,398	3,621,711
Increase operating transfer to ACTTC for HR system server replacement from Replacement Fund A.	0.00	132,000	0	132,000
Non-Departmental - General Fund				
Program contribution to Transit for the subsidized Pilot Program approved by the Board on 9/30/14, \$155,500; designate \$160,000 to finance year 1 of Resource Conservation District (RCD) 2-Year agreement through District Formation; update County services allocation (expense and revenue) to Roads Division, \$134,103; and include County's revised participation for the Santa Rosa Plain Underground Study (from \$10,000 to \$30,000), offset by reduced transfer to Capital Projects due to rebudgeting, (-\$199,695). Adjustment includes reduction of contingencies to cover: RCD agreement, Transit Pilot, Regional Parks increased staffing, County Counsel revised labor cost due to negotiated agreement, Community Task Force program cost for expanded timeline and stipend totaling (-\$395,340).	0.00	(125,432)	134,103	(259,535)

EXHIBIT A

Consolidated Budget Adjustments FY 2014-15- 1st Quarter

Summary of Adjustments	FTE Impacts (+/-)	Gross Expenditure	Revenue & Reimbursement	Net Cost
Non-Departmental - Other Fund				
Adjust transfer appropriations associated with Capital Project rebudgeting.	0.00	(2,413,827)	0	(2,413,827)
Justice Services				
Probation - General Fund				
Department is requesting the staff necessary for the successful implementation of the Federal Title IV-E California Well-Being Project (Title IV-E Waiver), as approved by the Board on Sept. 9, 2014. Request is for addition of: 1.0 FTE Probation Officer IV to effectively supervise the Project and act as a subject matter expert and liaison with both internal and external stakeholders, 1.0 FTE Probation Officer III to increase capacity for providing Wraparound Services, and 1.0 FTE Senior Account Clerk to support appropriate payroll and expenditure tracking in strict compliance with Title IV-E reporting requirements. Board approved on 9/9/14 item #37.	3.00	239,210	239,210	0
Probation - Other Funds				
Adjustments to Probation AB 109 SRF and AB109 Contingency to reflect actual AB109 state allocations, necessary to fund Community Corrections Partnership and Board approved expenditures for the Day Reporting Center, Pre-Trial Program, and partial funding for the Department's Business System Analyst added during FY 14-15 budget hearings. Net cost funded with AB 109 Contingency fund, for a revised \$4.5M balance.	0.00	297,542	0	297,542
Public Defender - Other Funds				
Appropriation of Justice Assistance Grant Award for the procurement of mobile computing and scanning devices to allow staff to have access to Legal Case Management system from courtrooms, resulting in more efficient processing of cases. Board approval on 6/17/14.	0.00	46,531	46,531	0

EXHIBIT A

Consolidated Budget Adjustments FY 2014-15- 1st Quarter

Summary of Adjustments	FTE Impacts (+/_)	Gross Expenditure	Revenue & Reimbursement	Net Cost
Sheriff - General Fund				
<p>Rebudgeting projects partially funded by asset forfeiture funds, and approved by the Board: body worn cameras \$250,000; Internal Affairs Unit software \$9,150; firing range project \$113,500; and Evidence Storage Building \$380,000. Reverse the rollover budget given the completion of radio projects in FY 13-14, (-\$1M). Add 1.0 Deputy dedicated to the former Redevelopment River Area and financed with Reinvestment & Revitalization funds, \$249,092. Reduce revenue/expenditures for city contracts (-\$89,442). Rebudget Multi-Agency Gang Enforcement Team program with cities' contributions, and gym fund contributions from participating employees, \$37,628. Adjust expenditures to meet decreased reimbursements from rollover budget (-\$78,175). Recognize transfer of 1.0 vacant Communications Technician from ISD to support the Radio & Communications program.</p>	2.00	(221,996)	(213,881)	(8,115)
Sheriff - Other Funds				
<p>The requested adjustments reflect rebudgeted transfer appropriations from special funds for the continuation of projects, some funded by asset forfeiture funds, previously approved by the Board, as described above and totaling \$752,650. Also requested \$76,511 in appropriations for the continuation of AB 109-funded project to remodel space in MADF for Probation pre-trial offices. Adjustment balance of \$8,115 is associated with DMV special funds required to fully cover information systems specialist cost.</p>	0.00	4,652,276	2,513,511	2,138,765
Health and Human Services				
Health Services - General Fund				
<p>The requested action adjusts the budget to reflect Board approval of Animal Services system and compliance improvements on 8/13/13, \$7,500; and update Vehicle License Fee Realignment revenue, \$88,002.</p>	0.00	95,502	88,002	7,500

EXHIBIT A

Consolidated Budget Adjustments FY 2014-15- 1st Quarter

Summary of Adjustments	FTE Impacts (+/_)	Gross Expenditure	Revenue & Reimbursement	Net Cost
Health Services - Other Funds				
Adjustments to reconcile adopted budget and most recent FY 14-15 funding estimates and associated expenditures. Mainly from cleaning out from the rolled forward budget First 5 one-time community investment appropriations, (-\$5M); Mental Health, Planning-Evaluation-Policy Administration programming reduction due to changes in programs and state and federal funding reductions, (-\$2.3M). Adjustments also reflect a new Triage grant for \$871,522 to fund intensive mental health case management services, including the Mobile Support Team (MST) and Crisis Assessment, Prevention, and Education (CAPE) Team.	0.00	(7,302,878)	(7,547,933)	245,055
The requested action updates the budget for FY 14-15, adjusting both revenue and expenditures for the grant funding under the investment of Mental Health Wellness act of 2013, \$70,500; increases GF funding by \$7,500 for Animal Services for system improvements; appropriates 4.0 positions within Adult Protective Services, funded with Human Services funding, \$555,000. Board approval 10/21/14 Unmet Needs.	4.00	1,046,862	1,271,983	(225,121)
The requested action adjusts appropriations to account for fluctuations in the Special Revenue Fund. Some funds are experiencing moderate growth, such as 1991 Health Realignment and Mental Health Services Act funding, \$1.3M. However, the majority of funds are experiencing decreases due to their one-time purposes, including (-\$2.3M) for Intergovernmental Transfer Funds (IGT); (-\$195,000) for various health-based preparedness programs; and (-\$247,000) for Mental Health Realignment for a net decrease in available funding.	0.00	(3,242,227)	(951,713)	(2,290,514)
Human Services-Department Other funds				
This adjustment recognizes a net revenue increase of \$942,000 and \$542,000 in reimbursements. Notable revenue from state sources include: Area Agency on Aging of \$394,000 passed on via local community contracts, Road to Early Achievement and Development of Youth (READY) \$158,000, 1991 Realignment of \$305,000; and Adult Protective Services \$22,000. All expense adjustments are associated with services and supplies, professional services, and contracts for direct client services in funded programs. There are also several budget adjustments, including a net decrease of \$168,000 in Employment and Training resulting from budget reconciliation.	0.00	1,485,122	1,485,122	0

EXHIBIT A

Consolidated Budget Adjustments FY 2014-15- 1st Quarter

Summary of Adjustments	FTE Impacts (+/-)	Gross Expenditure	Revenue & Reimbursement	Net Cost
Development Services				
Permit & Resources Management- Other Fund				
Additional appropriations are requested to account for anticipated increases in annual mitigation fee collections in FY14-15 and subsequent periods. This will facilitate the successful transfer of those fees collected to the Roads Fund per prior Board direction.	0.00	75,000	75,000	0
Community Development Fund - Other Funds				
Reinvestment and Revitalization (R&R) funds authorized by the Board for Homeless Outreach Team (HOT) pilot project (8/19/14, Item #38). The adjustment includes adding 1.0 FTE Community Development Associate, \$91,831, to implement program and \$158,169 for project costs including a Community Base Organization Field Outreach Team contract. An additional one-time use of \$250,000 of R&R funds was approved to augment local funding to mitigate the loss of federal and state resources for emergency shelter, transitional housing, rapid re-housing, homelessness prevention, and permanent supportive housing assistance for the County's homeless residents (8/19/14, Item #40).	1.00	500,000	500,000	0
Fire and Emergency Services - General Fund				
Adjust Appropriations for Emergency Management Preparedness Grant, \$294,902; Homeland Security Grant Program, \$677,882; and Urban Area Security Grant, \$460,914. Negative net cost of \$104,137 offsets a FY 13-14 contract encumbrance for which grant reimbursement will be received in FY 14-15. Board action 6-17-14.	0.00	1,329,561	1,329,561	0
Fire and Emergency Services - Other Funds				
Appropriate revenue and expenditures related to Hazardous Materials and Fire Prevention program cost increases, \$44,720; approved on 4/23/14; and PG&E Chipper Program Grant, \$100,000; approved on 8/20/14.	0.00	144,720	144,720	0
Regional Parks - Other Funds				
Adjust transfer appropriations in the Mitigation funds consistent with rebudgeted Capital Projects, and to program Taylor Mountain improvements as awarded by the Board on 9/30/14.	0.00	442,535	445,430	(2,895)

EXHIBIT A

Consolidated Budget Adjustments FY 2014-15- 1st Quarter

Summary of Adjustments	FTE Impacts (+/-)	Gross Expenditure	Revenue & Reimbursement	Net Cost
Transportation and Public Works-Other Funds				
NORTHERN SONOMA AIR POLLUTION CONTROL DISTRICT. Program additional grant revenues of \$133,333 from Carl Moyer funds and increase legal services of \$25,000 to provide compliance assistance for new regulations. Operating transfers between divisions to adjust rollover budget. Includes \$700 in transfers between divisions.	0.00	159,015	138,414	20,601
HEAVY EQUIPMENT. Appropriation of replacement funds for truck radios and GPS financed from Roads Maintenance fund.	0.00	130,000	130,000	0
SMALL WATER SYSTEM ASSISTANCE FUND. Adjust revenue appropriations based on actual amount anticipated for FY 14-15. Additional appropriations of \$10,000 for the drought relief program approved by the Board on 8/19/14. This is offset by a decrease in administration costs. This results in an increase to net cost financed from anticipated fund balances, which remain at appropriate operating levels.	0.00	7,000	(2,105)	9,105
TRANSIT. Adjust appropriations to match up with Metropolitan Transportation Commission Coordinated Claim approved by the Board on May 20, 2014 (net decrease of \$354,361). Adjustment to purchase two 30-foot and two 40-foot buses, \$1,169,052 to be funded with Federal Transit Administration and local Transportation Development Act funds. Adjustment includes revenue and expenditure transfer between divisions of \$2.2 million.	0.00	3,008,369	2,031,802	976,567
AIRPORT. Rebudget Runway Safety Improvement project appropriations from FY 13-14, which will be financed with State Loan and Treasury note proceeds held in fund balance, \$2,790,582. Various adjustments due to rollover budget (-\$341,977), and associated Operating Transfers (-\$1.1 million). Also, revising Passenger Facility Charges (PFC), \$101,786; while decreasing transfers out by (-\$282,562), for Runway Safety project based on expected available balances. There is a net decrease in PFC available, due to significant use in FY 13-14.	0.00	1,796,183	(232,074)	2,028,257

EXHIBIT A

Consolidated Budget Adjustments FY 2014-15- 1st Quarter

Summary of Adjustments	FTE Impacts (+/_)	Gross Expenditure	Revenue & Reimbursement	Net Cost
CSA #41 - SMALL WATER DISTRICTS (Fitch Mountain, Freestone, Jenner and Salmon Creek). Adjust appropriations in rollover budget, \$19,175. Increase staff time in all four water districts to reflect increased one-time tasks to be performed by County staff related to public outreach and education related to establishment of sustainable fees, \$61,500. Add appropriations for completion of the construction project for the Salmon Creek System Wide Improvement Project. Funded with operation revenues and USDA grant and loan proceeds, \$89,000.	0.00	169,675	120,518	49,157
ROADS. Cleanup of rolled over appropriations for projects that are now completed (-\$9 M). Net cost reflects re-budget of prior year pavement, work approved by the Board on 3/25/14, \$1,065,758. Includes \$75,000 in increased transfer of Aggregate Mitigation Fees collected by PRMD. Operating Transfer out of State Tribal for Geyserville sidewalks, \$115,500; approved by the Board on 4/15/14. Increase in GF contribution to Roads for pavement preservation work on the "Worst First" roads, \$1,000,000; and offset for revised County allocation costs, \$134,103. Programming Heavy Equipment replacement fund transfer for equipment upgrades, \$130,000. Appropriation of Funds for Emergency Generator at Santa Rosa Road Yard.	0.00	(6,376,334)	(7,912,592)	1,536,258
INTEGRATED WASTE DIVISION (IWD). Adjustments to reflect changes to budgetary structure for Administration and Airport/Healdsburg/ Roblar/Sonoma Closed Landfills, \$450,330; increase in annual deposit to Central Closure Fund \$77,000; and include appropriations for the construction project to connect the Central leachate pipeline to the Cotati Sewer Trunk line, \$250,000, approved by the Board 10/4/14; and for improvements to the Sonoma Transfer station, \$155,000, offset by reductions in various other rolled over improvement projects (decrease of \$300,512). Additional appropriations for Annapolis/ Guerneville/Occidental Closed Landfills for planned maintenance, \$57,000.	0.00	(448,324)	(1,137,142)	688,818
CANON MANOR. Increase for Slurry Seal to be performed as a component of contract approved by the Board on 8/19/14.	0.00	25,000	0	25,000
DISTRICT FORMATION. Increase in appropriations for expenditures and offsetting revenue of \$160,000 related to Resource Conservation Districts MOU for land preservation services approved by the Board on 11/24/14. Increase in appropriations of \$10,000 for installation of signage in Town of Fulton offset by revenue from California American Water franchise fees.	0.00	170,000	170,000	0

EXHIBIT A

Consolidated Budget Adjustments FY 2014-15- 1st Quarter

Summary of Adjustments	FTE Impacts (+/_)	Gross Expenditure	Revenue & Reimbursement	Net Cost
Water Agency - Other Funds				
Rebudget expenditure in South Park CSD capital projects, \$1,928,924; Sonoma Valley CSD capital projects, \$2,229,565; Westside Facility, \$1,137,000; Mirabel Fish Screen/Ladder, \$10,626,384; Flood Control Zone 2A various projects, \$3,050,879; Facilities maintenance, \$858,942, USGS Petaluma Groundwater Study, \$390,385; Kawana to Ralphine Pipeline study, \$311,426; photovoltaic projects, \$327,270; Local Hazard Mitigation Projects, \$210,000; Stormwater Management/Groundwater Recharge Projects, \$397,721; and various other projects, \$665,919. Adjustment includes operating revenue transfer.	0.00	22,144,914	62,024	22,082,890
Economic Development - Other Fund				
Program \$200,000 of Human Services funding contracted to Economic Development Board for the Workforce Investment Act program. Adjustment adds 1.0 time-limited Department Program Manager, and 1.0 time-limited Administrative Aide, as well as office associated office expense. Included in 10/21/14 Human Svcs Unmet Needs. Recognize revenues from PG&E for the Green Business Program, \$5,000; consultant services to administer microenterprise and community development activities, \$30,000; and funding and maintaining a broadband web site, \$15,000.	2.00	250,000	250,000	0
Increase appropriations to implement the California Advanced Services Fund Rural and Urban Regional Grant with Marin, Napa and Mendocino counties, \$125,000 (Board Item 7/29/14); Advertising Program Transient Occupancy Tax (TOT) covered expenses for Hispanic Heritage Month Visits Program, \$6,000 (Board Item 9/16/14). Program \$250,000 for implementation of the Creative Sonoma Arts Plan and expenses related to addition of 1.0 Business Development Manager with furniture and equipment, and specialized software and consultant services (Board Item 6/24/14).	1.00	381,000	381,000	0
Other County Services				
Agricultural Commissioner-General Fund				
Increase appropriations for the State Fair Exhibit \$26,000; and appropriate and transfer funds to Fleet Operations for the purchase of a new heavy capacity truck \$48,000 for the Weights and Measures Division as approved by the Board on 8/19/14. Financed with designated FYE 13-14 funds.	0.00	74,000	74,000	0

EXHIBIT A

Consolidated Budget Adjustments FY 2014-15- 1st Quarter

Summary of Adjustments	FTE Impacts (+/_)	Gross Expenditure	Revenue & Reimbursement	Net Cost
Agricultural and Open Space District - Other Funds				
Consistent with Board policy, 10% of anticipated Sales Tax, previously recorded directly in the Open Space Special Tax Account (bonded sales tax proceeds) will be recorded in the Operations & Maint. (O&M) Reserve from which the District's Operating Fund will be reimbursed for qualified O&M expenditures estimated at \$750,000; and \$1.995M will be utilized for O&M expenses by agencies receiving SCAPOSD land in accordance with transfer agreements.	0.00	2,744,780	750,000	1,994,780
Advertising - Other Funds				
Rebudget FY 13-14 grant award for disbursement in FY 14-15 \$3,696 for Mark West Chamber of Commerce; \$5,000 for Rose Parade and Festival, and \$2,500 for Sonoma County Farm Bureau. Rebudget district funds for awards made in FY 13-14 for: District 1, \$11,716; District 2, \$2,832; District 3, \$6,602; District 4, \$3,500; District 5, \$9,068. Appropriate additional \$50,000 for FY 2014-15 Category A5 – Visitor Way-Finding and Signage, \$15,000 to General Services to support the County Public Art Policy Implementation, \$6,000 to Economic Development to promote Hispanic Heritage Month Business Visits Program, and \$250,000 to Economic Development Board for cost related to Creative Sonoma Arts action plan implementation.	0.00	365,914	0	365,914
General Services-Capital Projects - Other Funds				
Reduced contract retention release rolled over appropriations not needed in FY 14-15, associated with Central Mechanical Plant (CMP) Energy Improvement Project.	0.00	(220,611)	0	(220,611)
Americans With Disability Act (ADA) Improvements: Adjustments between projects to match actual revenue at \$12,257, and reclassify appropriations \$70,686/(-\$70,686) for CDBG funds budgeted in SETP Improvements. Also, transfer appropriations to fund Regional Parks ADA projects (Larson Park \$19,270, Cloverdale Regional Park \$26,160, & Bodega Bay Bike/Pedestrian Trail \$50,000), clear operating transfer to the Administration Center ADA project, 12,257; and to appropriate reimbursement from Risk management, \$28,341 for Sheriff building sidewalk repair work.	0.00	(95,430)	(83,173)	(12,257)

EXHIBIT A

Consolidated Budget Adjustments FY 2014-15- 1st Quarter

Summary of Adjustments	FTE Impacts (+/_)	Gross Expenditure	Revenue & Reimbursement	Net Cost
County Center Facilities Planning: reclassify appropriations \$65,773 (-\$65,773) to fund Facility Planning costs, and move Main Adult Detention Facility Sewer project available funds to Los Guillicos for additional project cost, \$2,872.	0.00	2,872	2,872	0
Main Adult Detention Facility: move appropriations from 370 Administration Drive New Probation Office Tenant Improvements, (-\$9,913); Data Processing Building, (-\$2,800); North County Facility Re-roofing, (-\$9,741); Sheriff Server Room Expansion, (-\$141); and MADF Sewer Improvements, (-\$15,001) to fund MADF Elevator Repairs. Also, reclassify appropriations, \$2,484,/(-\$2,484) from MADF Airflow to La Plaza Space Reorganization for furniture/fixture costs.	0.00	(37,596)	(37,596)	0
Main Adult Detention Facility: transfers from MADF Sewer Improvements, Data Processing Seismic Retrofits, NCDF 300 Unit Re-roof, and Sheriff Building Server Room Expansion projects to fund additional costs in the evidence storage project in the Sheriff Building.	0.00	34,724	34,724	0
Appropriate \$500,000 CEC grant funds to install Electric Vehicle chargers for public use. BOS Approved grant on 9/16/14. Reclassify appropriations \$3,927/-(\$3,297) for relocation of Fleet and Materials Lab, and program Road Yard Generator replacement, \$150,000.	0.00	650,000	650,000	0
ISD Rebudgeted Projects - General Fund: see attached. Offset by year-end fund balance savings designation.	0.00	433,767	433,767	0
Capital Rebudgeted Projects - Other Fund: see attached.	0.00	(3,241,945)	(3,809,868)	567,923
Sub-Total Adjustments Reflecting Prior Board Direction	12.00	25,269,770	(5,155,871)	30,425,641
Total adjustments	27.16	33,771,419	5,166,523	28,604,896
General Fund Policy		4,575,359	4,541,382	33,977
Other Funds Policy		3,926,290	5,781,012	(1,854,722)
General Fund Non-Policy		5,584,681	5,618,658	(33,977)
Other Funds Non-Policy		19,685,089	(10,774,529)	30,459,618
		33,771,419	5,166,523	28,604,896

INFORMATION SYSTEM PROJECT REBUDGETING - General Fund

	Gross Expenditure	Revenue & Reimbursement	Net Cost
<i>General Services - Purchasing</i>			
General Services - Real Estate	57,565	0	57,565
General Services - Fleet	3,540	0	3,540
General Services - Fac Ops	1,683	0	1,683
Tax Collector	6,553	0	6,553
PRMD	13,960	0	13,960
Probation - Adult	57,300	0	57,300
Probation - Admin	113,396	0	113,396
Probation - Realign	16,010	0	16,010
Probation - Juvenile Grants	75,840	0	75,840
Ag Comm	40,985	0	40,985
Weights & Measures	32,309	0	32,309
Public Defender	10,238	0	10,238
Human Resources	3,295	0	3,295
District Attorney	1,093	0	1,093
ISD total	433,767	0	433,767

CAPITAL PROJECTS REBUDGETING - Other Funds

	Gross Expenditure	Revenue & Reimbursement	Net Cost
General Services Managed:			
Co Ctr Bldg Utilization Plan	(72)	(72)	0
	(32,227)	0	(32,227)
Sheriff Building New Evidence Storage			
2755 Mendocino Avenue Office Building	(23,124)	(9,176)	(13,948)
Adult Probation Tenant Improvement	(149,867)	0	(149,867)
DP Bldg Seismic Retrofit	0	(9,792)	9,792
Sheriff Bldg Server Room Expansion	(26,292)	1	(26,293)
Admin Ctr Switchgear Repairs	(7,813)	0	(7,813)
CMP Boilers	(7,931)	(94,695)	86,764
FJC Reroof and Mech Screen	(32,023)	0	(32,023)
La Plaza A & B Space Reorg	(59,129)	(496,732)	437,603
AC-American With Disabilities Act	(723)	(146,160)	145,437
BOS A/V Project	22,285	0	22,285
CMP Energy Improvements	(43,633)	0	(43,633)
AC Irrigation/Lndscp	0	100,000	(100,000)
Redcom Expansion - Sheriff Main	(427,712)	(404,159)	(23,553)
CCFP	(17,872)	(17,089)	(783)
Criminal Justice Expansion	(31,291)	(32,508)	1,217
HOJ Elevator Repair	(69,243)	59,391	(128,634)
New State Courthouse Coord Support	(15,465)	0	(15,465)
MADF MH Touchscreens	(9,270)	(15,135)	5,865
MADF Bunks	(23,233)	0	(23,233)
MADF Doors	(96,297)	(111,456)	15,159
MADF Sewer Improvements	(136,915)	(264,064)	127,149
MADF Expansion Wall Reasel	(542)	0	(542)
MADF Rec Yard Resurface	(38,929)	0	(38,929)
MADF PTZ Cameras	(4,524)	(4,540)	16
MADF Air Flow Improvements	(216)	(216)	0
MADF Fire System Upgrade	(517)	0	(517)
MADF Court Holding Area	0	(1,834)	1,834
MADF Elevator Repair	(216)	(216)	0
	(145,231)	(175,000)	29,769
MADF A&B Dayroom & Rec Yard Subdivision			
MADF Grinder/Auger System	(74,674)	(83,196)	8,522
MADF R-Mod Dayroom Divider	(554)	0	(554)
	(2,114)	0	(2,114)
MADF R-Mod Metal Door Replacement			
MADF Cell Door Breach Programming	(4,795)	(34,359)	29,564
MADF Roof	(21,176)	0	(21,176)
CCC Pilot Project	70,000	0	70,000

CAPITAL PROJECTS REBUDGETING - Other Funds

	Gross Expenditure	Revenue & Reimbursement	Net Cost
Adult Detention Planning	215	(50,456)	50,671
NCDF 300 Unit Re-Roof	(15,140)	(25,940)	10,800
NCDF Dining Hall Flooring	(30)	(30)	0
MCDF Perimeter Security	(77,321)	(254,110)	176,789
MCDF Water Heaters and Boilers	(29)	0	(29)
JJC Flooring Repairs	(43,049)	(16,382)	(26,667)
VMCH Phase III	(187)	0	(187)
LG Water System Replace	0	(5,929)	5,929
LG Firing Range Upgrades (Indoor)	(5,079)	0	(5,079)
<i>Regional Parks Managed:</i>			
Helen Putnam Memorial	(6,508)	0	(6,508)
Hood Hwy 12	(24,972)	2,297	(27,269)
Hood Lawson	(1,129)	0	(1,129)
Hood Mountain	(104,901)	0	(104,901)
Doran Boat Launch	(13,434)	4,362	(17,796)
Sea Ranch	(9,849)	0	(9,849)
Doran Park	(194,267)	(205,519)	11,252
Mark West Creek	(54,538)	(5,090)	(49,448)
Healdsburg Ridge	(12,438)	(19,758)	7,320
Laguna De Santa Rosa Trail	(21,425)	(14,783)	(6,642)
Copeland Creek Trail	(2,503)	0	(2,503)
Doran Jetty Restroom	30,420	0	30,420
North Sonoma Mountain Trail	(15,032)	(155,572)	140,540
Stillwater Cove	(65)	0	(65)
Russian River Water Trail - Lower	(9,593)	0	(9,593)
Ragle Ranch	(8,645)	(20,000)	11,355
Mark West Creek Trail	(240)	0	(240)
Smart Trail SW-Santa Rosa	(50,575)	(14,000)	(36,575)
Timber Cove Trail Plan	(79,123)	0	(79,123)
Hodeman Slough	1,665	(43,593)	45,258
West County Trail	(74,915)	0	(74,915)
Crane Creek Park	(8,316)	0	(8,316)
Foothill Park	(1,355)	(35,000)	33,645
Sonoma-Schellville Bike Trail	(7,157)	136,530	(143,687)
Sonoma Valley Trail	(7,654)	0	(7,654)
Esterro Trail	(39,001)	0	(39,001)
Occidental Community Center	(6,929)	(24,420)	17,491
Petaluma-Sebastopol Trail	(1,039)	0	(1,039)
SR Creek Trail	(1,686)	0	(1,686)
Westside Boat Launch	(11,835)	9,370	(21,205)

CAPITAL PROJECTS REBUDGETING - Other Funds

	Gross Expenditure	Revenue & Reimbursement	Net Cost
Kenwood Plaza Park	(13,286)	(12,378)	(908)
Cloverdale Regional Park	(78,696)	(237,200)	158,504
Sonoma Valley Regional Park	0	50,712	(50,712)
Tolay Lake	108,482	(50,000)	158,482
Bodega Bay Bike/Ped Trail Ph 3	(1,991)	0	(1,991)
Guerneville River Park	(42,620)	0	(42,620)
Taylor Mtn Regional Park	96,586	(3,062)	99,648
Bodega Bay Bike/Ped Trail Ph 2	(21,000)	0	(21,000)
Bodega Bay Breakwater	(7,157)	0	(7,157)
Riverfront Park	(9,131)	0	(9,131)
	(8,412)	(35,000)	26,588
Healdsburg Vets Memorial Beach Dam			
Central Sonoma Valley Trail	(13,241)	0	(13,241)
Watson School	(5,522)	(5,523)	1
Bodega Bay Bike/Pedestrian Trail	(705,472)	(981,000)	275,528
Storm Damage Projects	(56,526)	(51,592)	(4,934)
Vets Bldg Repairs	(33,700)	(47,566)	13,866
Electrical Vehicle Infrastructure	(1,045)	0	(1,045)
Facility Planning	(153,480)	0	(153,480)
2009 ADA SETP Improve	(422,500)	0	(422,500)
Redevelopment Improvements	0	446,399	(446,399)
Haz Mat Management/Abatement	(106,447)	(157,227)	50,780
Grnd Wtr Contam Mon/Rem	0	(17,347)	17,347
Communications-Towers	(847,788)	(437,581)	(410,207)
	1,414,123	0	1,414,123
Human Services Improvement Projects			
TPW Sonoma Road Yard Ren	(300)	0	(300)
Smoking Ordinance	(548)	(600)	52
Fleet/Materials Lab Relocation	(10,275)	0	(10,275)
FES CSA #40 Equip Storage Bldg	(33,005)	210,881	(243,886)
	0	(2,754)	2,754
Central Kitchen Pilot Cook Chill Project			
Total Capital Project Rebudgeting	(3,241,945)	(3,809,868)	567,923
<i>Total General Services</i>	<i>(1,746,920)</i>	<i>(2,099,649)</i>	<i>352,729</i>
<i>Total Regional Parks</i>	<i>(1,495,025)</i>	<i>(1,710,219)</i>	<i>215,194</i>

Exhibit "B" Position Allocations
FY 2014-2015 1st Quarter Consolidated Adjustments

Dept. ID #	Job Class	Job Title	Existing Allocation (FTE)	Change in Allocation (FTE) Chg	New Total Allocation	Effective Date	Salary Range (A-Step)
General Services Department							
21030300	0003	Senior Office Assistant	7.00	3.00	10.00	11/14/14	1826
21030300	0004	Senior Office Assistant - Project	3.00	-3.00	0.00	11/14/14	1826
21030300	0810	Administrative Aide	4.00	3.00	7.00	11/14/14	2333
21030300	0826	Department Analyst	6.00	1.00	7.00	11/14/14	2952
21030300	0827	Administrative Services Officer I	1.00	-1.00	0.00	11/14/14	3486
		1.0 Administrative Services Officer I is Time-Limited to 6/30/15					
21030300	7823	Administrative Aide - Project	3.00	-3.00	0.00	11/14/14	2333
District Attorney							
18010101	4020	Deputy District Attorney IV	19.00	-1.00	18.00	11/14/14	5384
18010101	4025	Chief Deputy District Attorney	4.00	1.00	5.00	11/14/14	5918
Probation Department							
27010102	0403	Senior Account Clerk	1.00	1.00	2.00	11/14/14	2013
27010102	0417	Accountant III	1.00	-1.00	0.00	11/14/14	3326
27010102	0419	Supervising Accountant	0.00	1.00	1.00	11/14/14	3511
27011214	3225	Probation Officer II	5.00	-1.00	4.00	11/14/14	2623
27011214	3227	Probation Officer III	1.00	1.00	2.00	11/14/14	2962
27012110	3227	Probation Officer III	5.00	1.00	6.00	11/14/14	2962
27012110	3229	Probation Officer IV	2.00	1.00	3.00	11/14/14	3561
27014515	3106	Probation Industries Crew Supervisor	1.00	1.00	2.00	11/14/14	2665
27014515	3220	Probation Assistant	1.00	-1.00	0.00	11/14/14	1912
Water Agency							
33010100	0003	Senior Office Assistant	5.00	-1.00	4.00	11/14/14	1826
33010100	0985	Technical Writing Specialist	8.75	1.00	9.75	11/14/14	3050
33010100	1007	Engineering Technician III	9.00	1.00	10.00	11/14/14	2768
33010100	5082	Maintenance Worker II	6.00	3.00	9.00	11/14/14	2178
33010100	5086	Maintenance Worker III	7.00	1.00	8.00	11/14/14	2524
33010100	5090	WA Network Analyst	1.00	-1.00	0.00	11/14/14	3568
33010100	5091	WA Senior Network Analyst	1.00	1.00	2.00	11/14/14	3926
Transportation and Public Works Department							
34010101	0003	Senior Office Assistant - Time Limited	2.00	1.00	3.00	11/14/14	1826
		1.0 Senior Office Assistant I is Time-Limited to 12/31/16					
34010101	0007	Office Support Supervisor	0.00	1.00	1.00	11/14/14	2163
34010101	0320	Yard Clerk	2.00	-1.00	1.00	11/14/14	1826
34010101	1014	Senior Engineer	5.00	-1.00	4.00	11/14/14	4375
34010101	1015	Engineering Division Manager	0.00	1.00	1.00	11/14/14	4796
34010101	3085	Department Program Manager	0.00	1.00	1.00	11/14/14	3220
		1.0 Department Program Manager I is Time-Limited to 12/31/16					

Exhibit "B" Position Allocations
FY 2014-2015 1st Quarter Consolidated Adjustments

Dept. ID #	Job Class	Job Title	Existing Allocation (FTE)	Change in Allocation (FTE) Chg	New Total Allocation	Effective Date	Salary Range (A-Step)
Auditor/Controller/Treasurer/Tax Collector							
1101400	0823	Administrative Aide - C	2.00	-1.00	1.00	11/14/14	2333
1101400	0826	Department Analyst	1.00	1.00	2.00	11/14/14	2952
Community Development Commission							
14010100	0402	Account Clerk II - Time Limited	1.00	1.00	2.00	11/17/14	1826
		1.0 Account Clerk II is Time-Limited to 6/30/16					
14010100	0417	Accountant III	1.00	-1.00	0.00	11/14/14	3326
14010100	0419	Supervising Accountant	0.00	1.00	1.00	11/14/14	3511
14010100	9103	Leased Housing Manager	1.00	-1.00	0.00	11/14/14	4692
14010100	9104	Redevelopment Manager	1.00	-1.00	0.00	11/14/14	4692
14010100	9124	Affordable Housing Assistant Manager	0.00	1.00	1.00	11/14/14	3800
14010100	9125	Community Development Assistant Manager	0.00	1.00	1.00	11/14/14	3800
14010100	9126	Assistant Executive Director - Community Development	0.00	1.00	1.00	11/14/14	5026
14010100	9126	Assistant Executive Director - Housing Authority	0.00	1.00	1.00	11/14/14	5026
14010100	9135	Community Development Associate	6.00	1.00	7.00	11/14/14	3330
Regional Parks Department							
29010101	4406	Park Ranger I	9.00	1.00	10.00	11/14/14	2146
		1.0 Park Ranger I is Time-Limited to 6/30/17					
29010102	5405	Parks & Grounds Maintenance Worker II	15.00	1.00	16.00	11/14/14	2029
		1.0 Parks & Grounds Maintenance Worker II is Time-Limited to 6/30/17					
29010200	0826	Department Analyst	4.00	-1.00	3.00	11/14/14	2952
29010200	1200	Planning Technician	0.00	1.00	1.00	11/14/14	2046
29010200	3085	Department Program Manager	0.00	1.00	1.00	11/14/14	3220
29010302	0810	Administrative Aide	1.00	1.00	2.00	11/14/14	2333
29010302	1274	Park Program Assistant	2.00	-1.00	1.00	11/14/14	2002
29010400	0827	Administrative Services Officer I	1.00	-1.00	0.00	11/14/14	3486
29010400	0828	Administrative Services Officer II	0.00	1.00	1.00	11/14/14	4010
29010504	0810	Administrative Aide	0.00	1.00	1.00	11/14/14	2333
29010504	1274	Park Program Assistant	1.00	-1.00	0.00	11/14/14	2002
Economic Development Board							
19010100	0810	Administrative Aide	4.50	1.00	5.50	11/14/14	2333
		1.0 Administrative Aide is Time-Limited to 6/30/15					
19010100	0850	Business Development Manager	0.00	1.00	1.00	11/14/14	4291
19010100	3085	Department Program Manager	4.75	1.00	5.75	11/14/14	3220
		1.0 Department Program Manager is Time-Limited to 6/30/15					
Human Resources Department							
23020100	0767	Risk Management Analyst II	7.00	2.00	9.00	11/14/14	3462
23020100	7023	Secretary - C	1.00	-1.00	0.00	11/14/14	2059

Exhibit "B" Position Allocations
FY 2014-2015 1st Quarter Consolidated Adjustments

Dept. ID #	Job Class	Job Title	Existing Allocation (FTE)	Change in Allocation (FTE) Chg	New Total Allocation	Effective Date	Salary Range (A-Step)
Sheriff's Office							
30010101	0419	Supervising Accountant	0.00	1.00	1.00	11/14/14	3511
30010101	0437	Department Accounting Manager	1.00	-1.00	0.00	11/14/14	3821
30010101	0827	Administrative Services Officer I	2.00	-1.00	1.00	11/14/14	3486
30010101	0828	Administrative Services Officer II	1.00	1.00	2.00	11/14/14	4010
30012300	1705	Communications Technician II	2.00	1.00	3.00	11/14/14	2916
30014001	4081	Deputy Sheriff	106.00	1.00	107.00	11/14/14	3629
Information Services Department							
25010171	1705	Communications Technician II	1.00	-1.00	0.00	11/14/14	2916
Department of Health Services							
22020103	2565	Senior Public Health Nurse	6.00	2.00	8.00	01/01/15	3656
22020103	2570	Supervising Public Health Nurse	4.00	1.00	5.00	01/01/15	3815
22020104	2185	Nutritionist	4.00	-0.50	3.50	11/14/14	2601
22020104	3372	Public Health Aide II	7.20	-1.60	5.60	11/14/14	1499
22020105	2307	Occupational Therapist II - Child Therapy Program	4.50	0.50	5.00	11/14/14	3253
22020105	2317	Physical Therapist II - Children's Therapy Program	4.85	0.50	5.35	11/14/14	3253
22020106	4304	Animal Care Assistant	4.00	2.00	6.00	11/14/14	1363
22020108	2537	Forensic Psychiatrist	0.24	0.26	0.50	11/14/14	8796
22030105	2503	Behavioral Health Clinician	36.10	1.00	37.10	01/01/15	3030
Total			357.89	27.16	385.05		

Attachment 2: FISCAL FORECAST FIRST QUARTER GENERAL FUND BUDGET UPDATE

	FY 14-15 Adjusted	Projected FY 15-16 (Optimistic)	Projected FY 15-16 (Conservative)	Projected FY 16-17	Projected FY 17-18	Projected FY 18-19
Taxes	222,207,836	229,010,000	228,060,000	233,150,000	238,320,000	243,620,000
<i>Secured Property Tax</i>	197,603,897	203,530,000	202,540,000	206,590,000	210,720,000	214,930,000
<i>Redevelopment Increment</i>	(8,071,561)	(8,310,000)	(8,270,000)	(8,440,000)	(8,610,000)	(8,780,000)
<i>Residual Property Tax RPTTF</i>	2,100,000	2,150,000	2,150,000	2,200,000	2,200,000	2,200,000
<i>Supplemental Property Tax</i>	2,000,000	2,100,000	2,100,000	2,210,000	2,320,000	2,440,000
<i>Unsecured Property Tax</i>	5,300,000	5,460,000	5,460,000	5,650,000	5,850,000	6,050,000
<i>Documentary Transfer Tax</i>	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000
<i>Sales Tax</i>	16,380,000	17,040,000	17,040,000	17,720,000	18,430,000	19,170,000
Other Taxes (mainly TOT)	2,895,500	3,040,000	3,040,000	3,220,000	3,410,000	3,610,000
Licenses/Permits/Franchises	11,428,812	12,290,000	12,290,000	12,360,000	12,430,000	12,470,000
Fines/Forfeitures/Penalties	7,649,498	8,220,000	8,230,000	8,310,000	8,390,000	8,470,000
Use of Money/Property	6,527,849	6,590,000	6,590,000	6,610,000	6,630,000	6,650,000
State and Federal Funds	82,057,140	84,040,000	82,890,000	84,960,000	87,080,000	89,260,000
Charges for Services	41,743,470	41,150,000	41,160,000	41,390,000	41,610,000	41,760,000
Miscellaneous Revenues	4,322,228	5,530,000	5,540,000	5,600,000	5,660,000	5,720,000
Other Financing Sources	19,287,410	19,470,000	19,480,000	19,690,000	19,900,000	20,120,000
Total Sources	395,224,243	406,300,000	404,240,000	412,070,000	420,020,000	428,070,000
Salaries & Benefits	284,605,493	290,480,000	290,900,000	299,060,000	306,940,000	312,430,000
Services & Supplies	102,617,031	103,390,000	104,140,000	105,180,000	106,230,000	107,290,000
Other Charges	18,593,711	19,070,000	19,410,000	19,750,000	20,730,000	20,970,000
Fixed Assets	9,885,757	9,930,000	10,180,000	10,490,000	10,800,000	11,120,000
Operating Transfers	70,520,637	69,340,000	69,640,000	71,730,000	73,880,000	76,100,000
Roads Investments	4,500,000	9,000,000	9,000,000	9,000,000	9,000,000	9,000,000
Reimbursements	(80,631,385)	(82,910,000)	(83,050,000)	(85,540,000)	(88,110,000)	(90,750,000)
Contingencies	1,326,186	3,500,000	3,500,000	3,500,000	3,500,000	3,500,000
Total Expenditures	411,417,430	421,800,000	423,720,000	433,170,000	442,970,000	449,660,000
Year-End Savings	15,656,030	15,500,000	10,000,000	10,000,000	10,000,000	10,000,000
Rebudget Designations	537,157					
	16,193,187	15,500,000	10,000,000	10,000,000	10,000,000	10,000,000
Baseline Surplus/(Deficit)	-	-	(9,480,000)	(11,100,000)	(12,950,000)	(11,590,000)

First Quarter FY 2014-15 Budget Update – Status of Budget Hearings Directions (Attachment 3)

DIRECTION DURING 2014 15 BUDGET HEARINGS	ASSIGNED TO	STATUS
1. Community Oriented Policing – Provide assessment on new program capacity.	Sheriff & CAO	COMPLETED Report was presented on 10/21/14.
2. Crisis Assessment & Prevention Education Matching Program – Sufficient funding for two school districts.	Health/CAO	COMPLETED Addressed at budget hearings.
3. Human Services – Present Unmet Needs report and recommendations.	Human Services	COMPLETED Report was presented on 10/21/14.
4. Resource Conservation District – work with staff to provide funding options to cover administrative overhead.	CAO	2-Year Funding Agreement Scheduled for 11/24/14. Adjustments include \$160,000 from General Fund for Yr 1.
5. TOT – Bring report on audit of vacation rentals and Air B&B enforcement recommendations.	ACTTC	COMPLETED Report was presented on 10/7/14.
6. Vacation Rental & Enforcement – Report on potential new funding sources to finance the cost of increased staff costs for vacation rentals/Air B&B enforcement.	ACTTC/CAO/ PRMD	Report is in progress.
7. PRMD – Bring for Board consideration Code Enforcement Work Priority Plan.	PRMD	Report is in progress.
8. Homeless – Report on Creek/River Homelessness Plan and Budget.	CDC	COMPLETED Report was presented on 8/19/14.
9. Reinvestment & Revitalization – review fund balance to finance Creek/River Homelessness Plan.	CDC/CAO	Report on 11/24/14.
10. Day Labor Center/Homeless Shelter – Develop for consideration a Day labor center funding policy.	CDC/CAO	See below.
11. Homeless Shelter – Work on identifying operation funding for Guerneville homeless shelter.	CDC/CAO	See below.
12. Open Space District – Update Operations & Maintenance plan.	OSD	COMPLETED Report provided in August 2014. Next update will be in early 2015.

First Quarter FY 2014-15 Budget Update – Status of Budget Hearings Directions (Attachment 3)

DIRECTION DURING 2014 15 BUDGET HEARINGS	ASSIGNED TO	STATUS
13. Library – State annual \$300,000 support in County’s Legislative Platform.	CAO	COMPLETED Included in Legislative Platform.
14. Advertising – Work with Bodega Bay Fire regarding ambulance options to maximize value from ambulance support request.	FES/CAO	COMPLETED Report was presented on 9/23/14.
15. Advertising – Report back on recommendation for new formal process for grant application process for documentary film requests and potential funding sources.	CAO	COMPLETED Report was presented on 9/16/14.
16. Advertising – Report on analysis of visitor/guest requirements and overall Grant Policy.	CAO	COMPLETED Report was presented on 9/16/14.
17. Regional Parks Capital Projects – Report on and make recommendations for staff needs related to capital projects implementation.	CAO	1.0 Planner Technician included in the enclosed adjustments will relieve the Park Planners of routine technical and time-consuming tasks freeing them to advance project work.
18. Catholic Charities – Report on loss of funding.	CAO	COMPLETED Report was presented on 8/19/14.
19. Chaplaincy Program – Make recommendation regarding the potential need for up to \$50,000 in program support (if needed).	Sheriff	Staff has met with Chaplaincy staff and will be returning with recommendations by January 2015.

Guerneville Homeless Shelter

The Board committed \$970,000 in FY 14-15 Reinvestment and Revitalization funding to develop a day services center and winter shelter for homeless people in the Guerneville area. The CDC has updated an inventory of possible sites for the facility and has had initial conversations with the local Health Center to explore the possibility of co-locating services. The CDC has also completed a Request for Qualifications (RFQ) process to identify the potential service provider and entered into an interim agreement with the selected nonprofit, Committee on the Shelterless (COTS), to assist with next steps of the planning process. RFQ response estimates of operating costs for a day service center and 30-bed

First Quarter FY 2014-15 Budget Update – Status of Budget Hearings Directions (Attachment 3)

winter shelter ranged from \$350,000 to \$500,000 annually. Respondents indicated that they had little or no funding available from non-County sources with which to operate the proposed facility, and signaled their intent to request all or most operational funding from the County. In light of this information, and given the recent refocusing of homelessness assistance strategies detailed in the 2014 Update of the Continuum of Care 10-Year Homeless Action Plan, the CDC and COTS will explore alternatives for cost-effective delivery of services and housing for homeless residents of the area.



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 26
(This Section for use by Clerk of the Board Only.)

To: Board of Directors of the Northern Sonoma County Air Pollution Control District

Board Agenda Date: November 14, 2014

Vote Requirement: Majority

Department or Agency Name(s): Transportation and Public Works – Northern Sonoma County Air Pollution Control District

Staff Name and Phone Number:

Barbara Lee, (707) 433-5911

Supervisorial District(s):

The Northern Sonoma County Air Pollution Control District

Title: NSCAPCD Rule Changes to Meet Environmental Protection Agency and State Implementation Plan Requirements

Recommended Actions:

Adopt a Resolution of the Board of Directors of the Northern Sonoma County Air Pollution Control District to:

- (1) Amend the following District rules to meet new requirements of EPA for approval as part of the State Implementation Plan (SIP):
 - a. Regulation 1, Rule 130 – Definitions
 - b. Regulation 1, Rule 200 – Permitting Requirements
 - c. Regulation 1, Rule 220 – New Source Review
 - d. Regulation 1, Rule 230 – Action on Applications;
- (2) Direct the Air Pollution Control Officer to submit the amended rules for inclusion in the SIP and request that EPA find the rules to be equivalent to, or more stringent than, the provisions of New Source Review Reform of 2002;
- (3) Direct the Air Pollution Control Officer to withdraw the following rules from the SIP:
 - a. Regulation 1, Rule 160 – Ambient Air Quality Standards
 - b. Regulation 1, Rule 455 – Geothermal Emission Standards
 - c. Regulation 1, Rule 494 – Rule to Limit Potential to Emit
 - d. Regulation 1, Rule 500 – Enforcement;
- (4) Direct the Air Pollution Control Officer to replace the table in Regulation 1, Rule 160 (Ambient Air Quality Standards) with regulatory references; and
- (5) Direct the Air Pollution Control Officer to file a notice of exemption pursuant to the California Environmental Quality Act.

Executive Summary:

Staff of the Northern Sonoma County Air Pollution Control District (District) is proposing a series of actions in response to findings and requests from the U.S. Environmental Protection Agency (EPA). These actions will amend the District's rules that implement required federal review of significant new and modified sources of air pollution by incorporating specific definitions, requirements, and procedures consistent with EPA's most recent standards for this program. These amendments will allow EPA to approve the program as part of the State Implementation Plan (SIP), continuing these rules as federally enforceable. District Staff is also proposing to withdraw submittal of certain District rules from the SIP, at EPA's request, but retain these rules as local District requirements, and to update one of the rules by incorporating references to current standards. These actions are administrative in nature to conform to federal requirements currently in effect and will not materially change the District's authority or implementation of the program.

Reason for Amending District Rules: The District has existing rules in the SIP that implement an important federal program for review of significant new and modified sources of air pollution known as the Prevention of Significant Deterioration Program, or PSD. The PSD program requires the best emissions control of "significant" new sources or modifications to existing sources, and ensures they will not degrade ambient air quality or have adverse impacts on protected natural areas. EPA revises its standards for the program periodically and the District is required to incorporate the changes or lose federal approval of its program.

The District last amended its program in 2010. Earlier this year, EPA notified District staff of required program changes, including certain changes referred to as "New Source Review (NSR) Reform," which the District is barred from making under State law. District Staff ultimately reached agreement with EPA on how to address the conflict between State and federal requirements, however it was not in time to avoid preliminary action by EPA to propose to disapprove the District's program. On October 23, 2014, EPA published a notice of intent to take action. In that notice (Federal Register Notice 79 FR 63350) EPA proposed partial disapproval of the District's program (as well as action on other districts' programs). Once filed in the Federal Register, there is a 30 day public comment period, after which EPA will issue a final disapproval unless the District submits the agreed-upon rule amendments and demonstrations that address the deficiencies. EPA staff have indicated that the amendments proposed in this item address all deficiencies identified by EPA and, if adopted by the Board before EPA takes final action, will avoid formal disapproval of the District's program. District Staff will also provide to EPA a demonstration that the provisions of its PSD program that would otherwise have been changed by NSR Reform are more stringent and will result in equivalent or better protection of air quality, public health, and protected natural areas.

Summary of Proposed Amendments to District Rules: District Staff is proposing changes to four District rules that implement the program. These changes will incorporate definitions, review processes, and administrative procedures that Staff was already implementing as a matter of practice. The changes will not result in new requirements for permit applicants.

- Changes Proposed to Regulation 1, Rule 130 – Definitions. District Staff is proposing to update or remove reference dates that interfere with full implementation of the program and exclude specific federal definitions consistent with State law. Staff is also proposing to add and amend definitions as requested by EPA and make other minor corrections.

- Changes proposed to Regulation 1, Rule 200 – Permit Requirements. District Staff is proposing to update or remove reference dates that interfere with full implementation of the program, clarify exemption language in 200(d)(5)(a) and add language limiting the scope of APCO discretion in Sections (d)(5)(c) and (d)(8), consistent with federal standards for approvability. Staff is also proposing to add Section (e) Procedures, which codifies existing practice, and to make other minor corrections.
- Changes proposed to Regulation 1, Rule 220 – New Source Review. District Staff is proposing to update or remove reference dates that interfere with full implementation of the program excluding specific calculation methods consistent with State law, and:
 - Amend Section (b) New Source Review Procedure by replacing terms in (b)(1) and (b)(2) with terms preferred by EPA that proscribe the same requirements.
 - Amend Subsection (b)(3) by separating the two elements required in (b)(3) into two separate subsections, and providing greater detail in the new Subsection (b)(4) regarding preparation of an air quality analysis with five specific criteria as required by EPA. These criteria are embodied in current District practice.
 - Amend Subsections (b)(7) and (b)(9), as renumbered, to clarify public participation procedures and codify existing practice. Other minor corrections are proposed.
- Changes Proposed to Regulation 1, Rule 230 – Action on Applications. District Staff is proposing to update or remove references to dates that interfere with full implementation of the program, with exclusions consistent with State law, and add Section (e) Performance Standards in Effect, to specify the permit holder must comply with all applicable requirements, whether explicitly stated in the permit or not. This language is already incorporated into permits upon issuance. Other minor corrections are also proposed.

Reason for Withdrawing District Rules From the SIP: EPA’s criteria for approving rules into the SIP have changed over time. Several of the District’s rules that were previously submitted for approval into the SIP by EPA no longer meet the criteria for approvability. EPA asked the District to withdraw these submittals. District Staff reviewed the request with the District’s Counsel and determined that these submittals could be withdrawn without impacting the stringency, effectiveness, or underlying authority of the District’s regulatory program because these rules will remain enforceable by the District as local rules.

Summary of Proposed Withdrawals of District Rules: At the request of EPA, the District is proposing to withdraw the following rules from the SIP, or from submittal into the SIP, as applicable:

- Regulation 1, Rule 160 – Ambient Air Quality Standards. This rule provides a summary of ambient air quality standards as set by EPA and the California Air Resources Board (ARB). District Staff is proposing to withdraw the submittal of Rule 160 from the SIP. Staff is proposing to replace the summary table with references to the standards themselves and maintain a separate informational (but non-regulatory) table of ambient air quality standards.
- Regulation 1, Rule 455 – Geothermal Emission Standards. This rule specifies emission limitations for geothermal power plants. District Staff is proposing to withdraw the submittal of Rule 455 from the SIP and retain it as a locally enforceable rule.
- Regulation 1, Rule 494 – Rule to Limit Potential to Emit. The rule allows the District to exclude sources from the federal Operating Permits program based on their actual operating emissions rather than their maximum potential emissions. District Staff is proposing to withdraw submittal

of Rule 494 from the SIP and retain it as a locally enforceable rule.

- Regulation 1, Rule 500 – Enforcement. This rule specifies the enforcement authority of the District. District Staff is proposing to withdraw submittal of Rule 500 from the SIP and retain it as a locally enforceable rule.

Additional detail on the proposed actions can be found in the Staff Report, On File with the Clerk of the Board.

Anticipated Impacts and Public Process: District Staff does not anticipate any environmental or cost impacts associated with these changes. The PSD program changes codify existing practice, and the amendments to the SIP only change the EPA’s ability to enforce the rules. Because the rules will remain in effect and enforceable by the District, Staff anticipates no environmental, cost or socio-economic impacts will result from the proposed action. The proposed actions are being undertaken at the request of EPA and in order to comply with federal requirements. They are necessary to maintain full approval of the District’s program. The proposed actions are consistent with state and federal laws and regulations. They will not result in any adverse impacts on emissions, air quality, public health, compliance costs or cost-effectiveness, or have any other socio-economic impacts. For these reasons, the proposed rule changes are exempt from the California Environmental Quality Act under Public Resources Code Section 21080(b)(1) and CEQA Guidelines Section 15268 (Ministerial Projects), and CEQA Guidelines Section 15308 (Actions by Regulatory Agencies for Protection of the Environment).

In preparing this proposal, District staff held a workshop and met with affected sources, and staff of the California Air Resources Board (ARB) and EPA Region IX. Notice of the proposed actions were published in the Santa Rosa Press Democrat and posted on the District’s website 30 days in advance of the hearing.

Prior Board Actions:

December 16, 2010: Res No. 10-0915 revised Rule 130 (Definitions). July 25, 1995: Res No 95-1024 adopted Rule 494 (Rule to Limit Potential to Emit). March 14, 1989: Res No. 89-0465 adopted Rule 160 (Ambient Air Quality Standards) and Rule 500 (Enforcement). June 2, 1981]: Res No. 81-NAPR-6-1 amended Rule 455 (Geothermal Emission Standards).

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Protecting air quality and public health by implementing and developing programs to mitigate the negative impacts of air pollution.

Fiscal Summary - FY 14-15

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

Narrative Explanation of Fiscal Impacts (If Required):

No anticipated fiscal impacts as a result of these changes.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

Attachments:

Resolution

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

Staff Report
 Notice of Exemption
 Regulation 1, Rule 130 – Definitions (with changes tracked, plus a clean version)
 Regulation 1, Rule 200 – Permit Requirements (with changes tracked, plus a clean version)
 Regulation 1, Rule 220 – New Source Review (with changes tracked, plus a clean version)
 Regulation 1, Rule 230 – Action on Applications (with changes tracked, plus a clean version)
 Rule 160 – Ambient Air Quality Standards (with changes tracked, plus a clean version)
 Informational Chart (referenced in Rule 160)
 Regulation 1, Rule 455 – Geothermal Emission Standards
 Regulation 1, Rule 494 – Rule to Limit Potential to Emit
 Regulation 1, Rule 500 – Enforcement



County of Sonoma
State of California

Date: November 14, 2014

Item Number: _____

Resolution Number: _____



4/5 Vote Required

Resolution Of The Board Of The Board of Directors Of The Northern Sonoma County Air Pollution Control District, State Of California, Adopting Revisions To District Regulation 1, Rule 130 (definitions); Regulation 1, Rule 160 (ambient air quality standards); Regulation 1, Rule 200 (permitting requirements); Regulation 1, Rule 220 (new source review); Regulation 1, Rule 230 (action on applicants) And Directing The Air Pollution Control Officer To Submit Said Revised Rules For Inclusion In The State Implementation Plan And Withdraw From The State Implementation Plan The Following Rules: Regulation 1, Rule 160 (Ambient Air Quality Standards); Regulation 1, Rule 455 (Geothermal Emission Standards); Regulation 1, Rule 494 (Rule to Limit Potential to Emit); Regulation 1, Rule 500 (Enforcement);

Whereas, the Northern Sonoma County Air Pollution Control District (hereinafter referred to as "District") is under mandate by state and federal law to carry out tasks and duties to maintain air quality; and

Whereas, the District's rules and regulations that implement federal requirements must be approved by the Environmental Protection Agency (EPA) into the State Implementation Plan (SIP) pursuant to established standards; and

Whereas, EPA has updated its standards for rules to be approved in the SIP and the District must conform its rules to these new standards by amending its rules or, where allowed, withdrawing them from the SIP; and

Whereas, the District implements the requirements of 40 CFR Part 52.21 through a Prevention of Significant Deterioration (PSD) program that has been approved by EPA into the SIP; and

Whereas, EPA approved a series of amendments to 40 CFR Part 52.21 referred to as "New Source Review (NSR) Reform"; and

Whereas, the California Health and Safety Code (HSC) Section 42500, et Seq. prohibits the District from adopting changes to its rules that would implement some of EPA's amendments to 40 CFR Part 52.21; and

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Whereas, due to this legislative prohibition, the District has not implemented NSR Reform in its PSD program; and

Whereas, EPA agreed that the District could submit a request for equivalency for the NSR Reform provisions to demonstrate that the provisions of the District's PSD program are more stringent and will result in equivalent or better protection of air quality, public health, and protected natural areas; and

Whereas, authority to adopt, amend, or repeal rules and regulations is provided by HSC Section 40001; and

Whereas, the record demonstrates that a need exists to amend regulations in order to meet EPA regulations; and

Whereas, the adoption of the proposed rule and rule revisions is ministerial pursuant to Section 15268 of the California Environmental Quality Act (CEQA) Guidelines because it is implementing federal requirements and incorporating definitions required by the federal government; and

Whereas, the adoption of the proposed rule and rule revisions is categorically exempt under CEQA Guidelines Section 15308 because it is a regulatory action taken to protect the environment; and

Whereas, a Notice of Exemption has been prepared pursuant to Section 15062 of the CEQA Guidelines for the adoption of the proposed rule and rule revisions; and

Whereas, Regulation 1, Rule 130 (definitions); Regulation 1, Rule 160 (ambient air quality standards); Regulation 1, Rule 200 (permitting requirements); Regulation 1, Rule 220 (new source review); Regulation 1, Rule 230 (action on applicants), and the revised versions proposed for adoption, are written or displayed so that their meaning can be easily understood by the persons directly affected by them; and

Whereas, revised versions of District Regulation 1: Rule 130 (definitions); Regulation 1, Rule 160 (ambient air quality standards); Regulation 1, Rule 200 (permitting requirements); Regulation 1, Rule 220 (new source review); Regulation 1, Rule 230 (action on applicants), as proposed for adoption, are in harmony with, and not in conflict with nor contradictory to, existing statutes, court decisions, or state and federal regulations; and

Whereas, EPA requested the District withdraw Regulation 1, Rule 160 (Ambient Air Quality Standards); Regulation 1, Rule 455 (Geothermal Emission Standards); Regulation 1, Rule 494 (Rule to Limit Potential to Emit); Regulation 1, Rule 500 (Enforcement), from the SIP, or from submittal into the SIP, as applicable, and the withdrawn rules will remain enforceable as District rules but will no longer be enforceable by EPA; and

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Whereas, a workshop was held on October 2, 2014, and comments have been received, considered, and incorporated where necessary and appropriate; and

Whereas, a public hearing has been properly noticed in accordance with the provisions of Health and Safety Code Section 40725; and

Whereas, documentation describing the proposed rule amendments and SIP withdrawals and their impacts has for 30 days in advance of the public hearing been available for public view and comment; and

Whereas, the Board of Directors of the District has held a public hearing in accordance with all provisions of the law.

Now, Therefore, Be It Resolved that the Board of Directors of the Northern Sonoma County Air Pollution Control District hereby finds, determines, declares, and orders as follows:

1. Each of the foregoing recitals is true and correct.
2. Amend the following District rules to meet new requirements of EPA for approval as part of the State Implementation Plan (SIP):
 - a. Regulation 1, Rule 130 – Definitions
 - b. Regulation 1, Rule 200 – Permitting Requirements
 - c. Regulation 1, Rule 220 – New Source Review
 - d. Regulation 1, Rule 230 – Action on Applications;
3. Direct the Air Pollution Control Officer to submit the amended rules for inclusion in the SIP and request that EPA find the rules to be equivalent to, or more stringent than, the provisions of New Source Review Reform of 2002;
4. Direct the Air Pollution Control Officer to withdraw the following rules from the SIP:
 - a. Regulation 1, Rule 160 – Ambient Air Quality Standards
 - b. Regulation 1, Rule 455 – Geothermal Emission Standards
 - c. Regulation 1, Rule 494 – Rule to Limit Potential to Emit
 - d. Regulation 1, Rule 500 – Enforcement;
5. Direct the Air Pollution Control Officer to replace the table in Regulation 1, Rule 160 (Ambient Air Quality Standards) with regulatory references; and
6. Direct the Air Pollution Control Officer to file a notice of categorical exemption pursuant to the California Environmental Quality Act.

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7. The Clerk of the Board is hereby authorized and directed to deliver certified copies of Regulation 1, Rule 130 (definitions); Rule 160 (ambient air quality standards); Rule 200 (permitting requirements); Rule 220 (new source review); Rule 230 (action on applicants) to the District within seven days of adoption.

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



Sonoma County Landmarks Commission **ACTIONS**

Sonoma County Permit and Resource Management Department
2550 Ventura Avenue, Santa Rosa, CA 95403
(707) 565-1900 FAX (707) 565-1103

Commissioners

Nancy Simpson, First District
Stephanie McAllister, Second District
Bryan Much, Third District
Debra Watts, Fourth District
Peter Jenny, Fifth District

Date: November 4, 2014

Staff

Denise Peter

REGULAR CALENDAR

Item 1 Time: 3:00 p.m.

Applicant: John Volpi Staff: Denise Peter

Env Doc: CEQA Exemption (Section 15301: existing facilities), and would not result in a substantial adverse change in the significance of a historical resource) District: 2

Proposal: Replace 16 windows

Location: 10045 Main St., Penngrove

APN: 047-181-011

Zoning: LC-HD-SR-LG/PNG

Action: Commissioner Watts moved to approve the project with conditions and the applicants proposed wood "Jeld-Wen" windows instead of white vinyl, and to defer final point color approval to staff consistent with the Penngrove Main Street Design Guidelines. The motion was seconded by Commissioner Jenny and passed with a 4-0 vote.

Appeal Deadline: 10 Calendar days

McAllister: Aye Much: Absent Watts: Aye Jenny: Aye Simpson: Aye

Ayes: 4 Noes: 0 Absent: 1 Abstain: 0

Item 2 Time: 3:05 p.m.

Applicant: David Ramey, Ramey Wine Cellars Staff: Denise Peter

Env Doc: TBD District: 4

Proposal: Review of Historical Resource Study for the conversion of two hop kiln buildings and a baling barn for the use of a proposed winery.

Location: 7097 Westside Rd., Healdsburg

APN: 110-240-031, 032, 040

Zoning: LIA-B6-60-BR-F1-F2-SR-VOH

Action: Commissioner Watts moved to recommend finding the Historic Resources Study adequate for evaluation and eligibility purposes for the California Register. The motion was seconded by Commissioner Jenny and passed with a 4-0 vote. Commissioner Jenny proposed a second motion to defer comment on the design details to a future joint Design Review Committee/Landmark Commission meeting. The motion was seconded by Commissioner Watts and the motion passed with a 4-0 vote.

Appeal Deadline: 10 Calendar days

McAllister: Aye

Much: Absent

Watts: Aye

Jenny: Aye

Simpson: Aye

Ayes: 4

Noes: 0

Absent: 1

Abstain: 0

OTHER BUSINESS

1. **Advertising Grant Program**

- a. Monthly Update
- b. Future projects

2. **Reports – Commissioners**

- a. Commissioner Jenny: The Sea Ranch Public forum

3. **Report – Staff**

- a. Administrative
- b. Staff approvals
- c. Information sharing
- d. Communications
- e. December Agenda

4. **Process Improvements**

- a.

5. **Approval of Minutes - none**

Adjournment



Sonoma County Project Review and Advisory Committee **ACTIONS**

Sonoma County Permit and Resource Management Department
2550 Ventura Avenue, Santa Rosa, CA 95403
(707) 565-1900 FAX (707) 565-1103

Date: November 6, 2014

AGENCY REPRESENTATIVE

Planning
Grading and Storm Water
Dept of Transportation and Public Works
Surveyor
Sanitation
Health
Agricultural Commissioner's Office

COMMITTEE MEMBER

Traci Tesconi - Secretary
Alex Rosas - Chair
Mitch Simson
Patricia Wagner
Keith Hanna - Vice Chair
Becky Ver Meer
Gail Davis

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NOV 07 2014

BOARD OF SUPERVISORS
COUNTY OF SONOMA

UNCONTESTED CALENDAR

Item No.1 Time: 9:05 a.m. File: CCC14-0003
Applicant: Gary Tatman Staff: Scott Hunsperger
Cont'd from: N/A
Env. Doc: Categorical Exemption
Proposal: Request for a Conditional Certificate of Compliance for a 0.56 acre parcel in the Canon Manor West Subdivision.
Location: 1946 William Drive, Rohnert Park
APN: 047-294-041 Supervisorial District: 2
Zoning: RR (Rural Residential), B6-2 units per acre, Z (Second Dwelling Unit Exclusion), VOH (Valley Oak Habitat)
Action: Patricia Wagner moved to find the project exempt from CEQA and approve the Conditional Certificate of Compliance subject to modified Conditions of Approval. Seconded by Mitch Simson and passed with a 7-0 vote.

Patricia Wagner: Aye Mitch Simson: Aye Keith Hanna: Aye Gail Davis: Aye
Alex Rosas: Aye Becky Ver Meer: Aye Traci Tesconi: Aye

Ayes: 7 Noes: 0 Absent: 0 Abstain: 0

Item No.2 Time: 9:05 a.m. File: CMO14-0004
Applicant: John and Dawn Woo Staff: Cynthia Demidovich
Cont'd from: N/A
Env. Doc: Categorical Exemption
Proposal: Request for a Certificate of Modification to reduce the building setback line from 150 feet to 100 feet along the southern property line on lot 2 of Parcel Map 5717 (Book 271 Page 43-44) recorded on July 3, 1978.
Location: 1598 Cunningham Road, Sebastopol
APN: 063-090-082 Supervisorial District: 2
Zoning: DA (Diverse Agriculture), B6-10 acre density
Action: Patricia Wagner moved to find the project exempt from CEQA and approve the Certificate of Modification subject to Conditions of Approval. Seconded by Mitch Simson and passed with a 7-0 vote.

Patricia Wagner: Aye Mitch Simson: Aye Keith Hanna: Aye Gail Davis: Aye
Alex Rosas: Aye Becky Ver Meer: Aye Traci Tesconi: Aye

Ayes: 7 Noes: 0 Absent: 0 Abstain: 0

Sonoma County Project Review and Advisory Committee Actions

Date: November 6, 2014

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Item No.3 Time: 9:05 a.m. File: CMO14-0010
Applicant: Rhona Berens Staff: Scott Hunsperger
Cont'd from: N/A
Env. Doc: Categorical Exemption
Proposal: Request for a Certificate of Modification to relocate or remove the building setback line on Lot 2 of Parcel Map 5818 (Book 253 Page 8) recorded on June 6, 1977, to allow for construction of a new second dwelling unit and expansion of existing garage/carport on a 2.82 acre parcel.
Location: 350 McGregor Lane, Sebastopol
APN: 076-160-072 Supervisorial District: 5
Zoning: AR (Agriculture and Residential), B6-5 acre density
Action: Patricia Wagner moved to find the project exempt from CEQA and approve the Certificate of Modification subject to modified Conditions of Approval. Seconded by Mitch Simson and passed with a 7-0 vote.

Patricia Wagner: Aye Mitch Simson: Aye Keith Hanna: Aye Gail Davis: Aye
Alex Rosas: Aye Becky Ver Meer: Aye Traci Tesconi: Aye

Ayes: 7

Noes: 0

Absent: 0

Abstain: 0

END