

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

**TUESDAY**

**JUNE 23, 2015**

**8:30 A.M.**

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

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

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

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

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

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

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

**Public Transit Access to the County Administration Center:**

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

Santa Rosa CityBus: Rt. 14

Golden Gate Transit: Rt. 80

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

***APPROVAL OF THE CONSENT CALENDAR***

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

***PUBLIC COMMENT***

Any member of the public 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.

**8:30 A.M. CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**I. APPROVAL OF THE AGENDA**

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

**II. BOARD MEMBER ANNOUNCEMENTS**

**III. CONSENT CALENDAR**

(Items 1 through 46)

**PRESENTATIONS/GOLD RESOLUTIONS**

(Items 1 through 4)

**PRESENTATIONS AT THE BOARD MEETING**

1. Adopt a Gold Resolution proclaiming July 2015 as Parks Make Life Better Month in Sonoma County. (Second District)
2. Adopt a Gold Resolution commending Kevin Lopeman for over 26 years of service to Sonoma County and Permit and Resource Management. (Permit and Resource Management)

**PRESENTATIONS AT A DIFFERENT DATE**

3. Adopt a Gold Resolution proclaiming June as National Alzheimer's and Brain Awareness Month. (First District)
4. Adopt a Gold Resolution honoring Keller McDonald on the occasion of his retirement as Superintendent of the West Sonoma County Union High School District after a lifetime of working in Education and Community Service. (Fifth District)

**SONOMA COUNTY WATER AGENCY**

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

5. Authorize the Chair to execute an agreement with the City of Santa Rosa to provide funding for the Take it from the Tap water conservation program in the amount of \$110,000; agreement terminates on June 30, 2016. (First, Third, Fourth and Fifth Districts)
6. Authorize the Chair to execute the first amended agreement with Central Valley Detection Canine increasing the amount by \$52,400, expanding the scope of work to include training and additional inspections, for a new not-to-exceed agreement total of \$70,000 and end date of December 31, 2015.
7. Authorize the General Manager to execute an agreement with the Regents of the University of California Scripps Institution of Oceanography to prepare the Lake Mendocino Forecast Informed Reservoir Operations Preliminary Feasibility Study in an amount not-to-exceed \$345,000, agreement terminates on January 31, 2017.



CONSENT CALENDAR (continued)

8. Lietzke, Meeker and Meeker Easement Agreements –
  - (A) Authorize the Chair to execute three Easement Agreements conveying property rights to Scott Lietzke, Martin Dennis Meeker, and Martin D. Meeker (9215 Carols View Lane, Forestville, through Water Agency property APN: 083-030-072, 083-020-065); AT&T and PG&E; and
  - (B) Authorize the General Manager to file a Notice of Exemption in accordance with the California Environmental Quality Act. (Fifth District)
9. Dry Creek Habitat Enhancement Project, Miles 2-6 required by the Russian River Biological Opinion: Release of Draft Environmental Impact Report
  - (A) Authorize release for public review of the Draft Environmental Impact Report for the Dry Creek Habitat Enhancement Project, Miles 2-6 required by the Russian River Biological Opinion;
  - (B) Establish a 45-day public review period;
  - (C) Set a public hearing date of August 11, 2015. (Fourth District)

**SONOMA COUNTY WATER AGENCY**

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

**AND**

**REGIONAL PARKS**

10. Authorize the General Manager of the Water Agency and the Director of Regional Parks to sign a Memorandum of Understanding with the State of California Department of Transportation, City of Santa Rosa, LandPaths, the Southeast Greenway Campaign Committee, and Sonoma Land Trust regarding the future transfer and land management of the Caltrans Highway 12 Right of Way located between Farmers Lane and Spring Lake Park, also known as the Southeast Greenway. (Third District)

**AGRICULTURAL COMMISSIONER**

11. Adopt a Resolution authorizing the Agricultural Commissioner/Sealer to execute agreements and amendments to agreements awarded in Fiscal Year 2015-16 and calendar years 2015 and 2016 with the State of California Department of Food and Agriculture, California Department of Pesticide Regulations, and Division of Measurement Standards, for various ongoing agricultural and weights & measures programs totaling an estimated \$2.4 million in revenue.

**COUNTY ADMINISTRATOR/ LOCAL AGENCY FORMATION COMMISSION**

12. Authorize the County Administrator to sign the Memorandum of Understanding for the Sonoma Local Agency Formation Commission for Fiscal Year 2015-16.

**COUNTY ADMINISTRATOR**

13. Adopt a Living Wage Ordinance adding Article XXVI to Chapter 2 of the Sonoma County Code to provide for payment of a living wage. (Second Reading – Ready for Adoption)
14. Adopt a Resolution authorizing a 10% or \$2,600,000 transfer of Fiscal Year 2014-15 1991 State Realignment funds from Human Services to Health Services. (4/5 vote required)

CONSENT CALENDAR (continued)

**COUNTY COUNSEL**

15. Authorize County Counsel to execute an agreement for Sonoma County Counsel to provide the Tomales Village Community Services District with legal services for a two-year term effective June 1, 2015 with anticipated revenue of less than \$10,000.

**FIRE AND EMERGENCY SERVICES**

16. Fire Suppression Services Agreement with the California Department of Forestry and Fire Protection - Adopt a Resolution Authorizing the Chair to execute Agreement #1CA02697 with the California Department of Forestry and Fire Protection to provide Schedule A services for The Sea Ranch Volunteer Fire Company and Amador Plan services for Zone 9 (Wilmar, Lakeville, San Antonio, and Two Rock Volunteer Fire Companies) within Sonoma County Fire Service Area #40 July 1, 2015 through June 30, 2016 for an amount not-to-exceed \$1,118,096. (Second and Fifth Districts)
17. Adopt a 30 Day extension of the Resolution proclaiming a drought emergency in Sonoma County.

**FIRE AND EMERGENCY SERVICES**

**AND**

**NORTHERN SONOMA COUNTY AIR POLLUTION CONTROL DISTRICT**

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

18. Agreement for Two-Year Wood Chipping Project Implementation –  
(A) Authorize the Air Pollution Control Officer of the Northern Sonoma County Air Pollution Control District and the Chief of the Sonoma County Fire & Emergency Services Department to execute the Agreement for Implementation of the Wood Chipping Project.  
(B) Authorize the Air Pollution Control Officer of the Northern Sonoma County Air Pollution Control District and the Chief of the Sonoma County Fire & Emergency Services Department to amend the agreement as necessary, provided there is no increase in cost. (Fourth and Fifth Districts)

**GENERAL SERVICES**

19. Sonoma Veterans Memorial Building Use Agreement –  
Authorize the Director to approve an agreement with the City of Sonoma for the use of the Sonoma Veterans Memorial Building to allow the City to provide up to 15 “free” days during Fiscal Year 2015-16 for use by non-profit community organizations; City will pay County \$1,000 per “free” day granted to offset County costs.

CONSENT CALENDAR (continued)

20. Fleet Operations Services Agreement with the City of Cloverdale -  
 (A) Authorize the Interim Director to execute an Intergovernmental Service Agreement with the City of Cloverdale to provide installation of specialized equipment, maintenance, and repair services for the City's fleet of vehicles and equipment on a time and materials basis for the initial term of three years with an expiration date of June 23, 2018 pursuant to Government Code Section 51301 (2015).  
 (B) Authorize the Director to execute renewal of the agreement where the City and County have mutually agreed in writing to extend the term of the agreement prior to its expiration or termination for up to two consecutive one-year periods not-to-exceed a total contract term of five years. (Fifth District)
21. New Fleet and Materials Lab Facility-Authorize to Bid and Award  
 (A) Approve the Fleet and Materials Lab Facility project, plans and specifications and Authorize General Services to issue the project for bid.  
 (B) Authorize the Director to make minor changes in the plans and specifications due to the plan check process and to add a Bid Additive Alternate for additional skylights at the service bay, and to award construction contracts for the project so long as the lowest responsive and responsible bids are within the budget of \$7 million.
22. New License with Social Advocates for Youth for use of County real property –  
 (A) Authorize the Director to execute a license agreement with Social Advocates for Youth for premises located at 3325 Chanate Road, Santa Rosa comprised of approximately 6,000 square feet of storage space for an initial one-year term with a renewal term of one year; and  
 (B) Make findings pursuant to Government Code Section 26227 for the subject license.

**GENERAL SERVICES/FAIRGROUNDS**

23. Approve the non-binding Letter of Intent summarizing the proposed terms between the County of Sonoma, the Sonoma County Fair, Inc., and the Sonoma County Fair Foundation for the proposed long-term lease of a portion of the Fairgrounds designated for construction of a 12,000 +/- square foot barn building and related improvements. (Third District)

**HEALTH SERVICES**

24. Partnership HealthPlan of California Agreements -  
 (A) Authorize the Director to execute a Memorandum of Understanding with Partnership HealthPlan of California to define responsibilities in the provision of Targeted Case Management services to Medi-Cal beneficiaries.  
 (B) Authorize the Director to execute a revenue agreement with Partnership HealthPlan of California for the period of June 23, 2015 through April 30, 2016, and to Accept \$75,000 in revenue to conduct a feasibility study of service models aimed at improving quality of care to chronic inebriates in Sonoma County.
25. Authorize the Director to execute a Memorandum of Understanding to provide Public Health Laboratory services to the County of Mendocino and to accept revenue in an amount not-to-exceed \$589,872 for the period of July 1, 2015 through June 30, 2020.

CONSENT CALENDAR (continued)

26. Dental Health Agreements -
- (A) Authorize the Director to execute an agreement with Community Action Partnership to lead school-based dental activities for the period of July 1, 2015 through June 30, 2016 in an amount not-to-exceed \$142,000.
  - (B) Authorize the Director to execute the first amendment to an agreement with VIVA Strategy and Communications, LLC to provide facilitation and planning services, increasing the contract by \$4,980, resulting in a new total of \$29,954 through November 30, 2015.

**HUMAN RESOURCES**  
**AND**  
**AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT**  
**COMMUNITY DEVELOPMENT COMMISSION**  
**NORTHERN SONOMA COUNTY AIR POLLUTION CONTROL DISTRICT**  
**SONOMA COUNTY WATER AGENCY**  
(Directors/Commissioners: Gorin, Rabbitt, Zane, Gore, Carrillo)

27. Sick Leave Benefit Changes for Compliance with California Sick Leave Law –
- (A) Effective July 1, 2015, amend Salary Resolution 95-0926 to comply with the Paid Sick Leave Law by updating current sick leave benefits for Regular employees as outlined on Attachment A, and providing sick leave benefits for Extra Help employees, as outlined on Attachment B.
  - (B) Effective July 1, 2015, amend the current terms and conditions of the Memorandum of Understanding between the County of Sonoma and Service Employees’ International Union, Local 1021 to comply with the Paid Sick Leave Law by updating current sick leave benefits for Regular employees as outlined on Attachment A, and providing sick leave benefits for Extra Help employees, as outlined on Attachment B. The County will complete negotiations with SEIU and will return to the Board, if necessary, with amended sick leave provisions.
  - (C) Effective July 1, 2015, amend all other Memoranda of Understanding between the County and each of its recognized bargaining units [Deputy Sheriff’s Association, Deputy Sheriff’s Law Enforcement Management, Engineers & Scientists of California, International Union Of Operating Engineers, Stationary Engineers, Local 39, Sonoma County Law Enforcement Association, Sonoma County Law Enforcement Managers’ Association, Sonoma County Prosecutors’ Association, Sonoma County Deputy Public Defender Attorneys’ Association, Sonoma County Public Defender Investigators’ Association, and Western Council of Engineers] to comply with the Paid Sick Leave Law by updating current sick leave benefits for Regular employees as outlined on Attachment A. The County will complete the Meet and Confer process with all labor organizations regarding sick leave benefits, and return to the Board, if necessary, with amended provisions.
28. Authorize the Director to renew the agreement with Futures Rehab, Inc. for occupational health and safety services in an amount not-to-exceed \$125,000 for the term July 1, 2015 through June 30, 2016.
29. Authorize the Director to execute amendments to the agreement with CVS/Caremark for Prescription Benefit Management services for the County Health Plans extending the contract term for three years from June 1, 2015 through May 31, 2018 for an estimated annual cost of \$6,380,800.

CONSENT CALENDAR (continued)

30. Authorize the Director to execute an amendment to the agreement with Managed Health Network to provide employee assistance program services to eligible County employees and their family members at an estimated cost of \$153,600 for the term of June 1, 2015 through May 31, 2016.
31. Authorize the Director to execute Amendment No. 4 to the Administrative Services Agreement with Anthem Blue Cross for third party claims administration and provider network access for the County of Sonoma Health Plans for the term of June 1, 2015 to May 31, 2016 at an estimated annual cost of \$853,790.

**HUMAN SERVICES**

32. Child Care Planning Council of Sonoma County – Zip Code Priorities –
  - (A) Approve the Child Care Funding Priorities by Zip Code as identified by the Child Care Planning Council of Sonoma County.
  - (B) Authorize the Director to sign the Department of Education’s Local Priorities Report forms on behalf of the Board of Supervisors.

**PERMIT AND RESOURCE MANAGEMENT**

33. Authorize the Director to execute an agreement with Land Logistics Planning & Development Services to provide assistance in processing planning applications for a not-to-exceed amount of \$175,000 for a two-year term beginning June 23, 2015 and ending June 22, 2017.
34. Authorize the Director to execute an agreement with Environmental Science Associates to provide coastal planning services in support of the Local Coastal Plan Update in the amount of \$100,000 with a two-year term. (Fifth District)
35. Authorize the Director to execute agreements with Ben Noble to provide technical assistance on the Integrated Development Code for a not-to-exceed amount of \$145,350 for a two-year term beginning June 23, 2015.

**PROBATION**

36. Authorize the Chief Probation Officer to execute an agreement with the Volunteer Center for court referral program services for the period of July 1, 2015 through June 30, 2016 not-to-exceed the amount of \$168,200.
37. Authorize the Chief Probation Officer to enter an agreement with the Boys and Girls Club of Central Sonoma County in an amount not-to-exceed \$40,000 to fund The Club in the Juvenile Hall and the REACH Program for re-entry services in the community from June 23, 2015 through October 31, 2015.

**REGIONAL PARKS**

38. Authorize the Director to enter into an Agreement with Royston, Hanamoto, Alley & Abey to develop the Moorland Neighborhood Park Master Plan and Environmental Document in an amount not-to-exceed \$178,161. (Fifth District)

CONSENT CALENDAR (continued)**SHERIFF'S OFFICE**

39. Authorize the Sheriff to execute Amendment No. 2 of the Agreement for Automated Inventory Tracking System with FileOnQ, Inc. for the annual amount of \$5,739 for the term from July 1, 2015 through June 30, 2016 for a new total not-to-exceed amount of \$28,695. (4/5 vote required)
40. Authorize the Chair to execute an Agreement with the County of Santa Clara for Acute Inpatient Mental Health Services for Inmates for the period of July 1, 2015 through June 30, 2016 for an amount not-to-exceed \$500,000, and to sign any future amendments and modifications to the Agreement that do not substantially change the content.
41. Authorize the Sheriff to execute a fifth amendment to the agreement with Aramark Correctional Services, LLC for detention food management services extending the existing agreement for three additional months from July 1, 2015 through September 30, 2015 for an estimated cost of \$484,075.
42. Authorize the Sheriff-Coroner to execute the Agreement for Day Labor Center Program Implementation Services with California Human Development for an amount not-to-exceed \$30,000 for the one-year term beginning June 1, 2015 to May 31, 2016. (Fourth District)

**TRANSPORTATION AND PUBLIC WORKS**

43. Authorize the Chair to execute an agreement for Graton and Occidental Accessibility Improvements with Brelje & Race Consulting Civil Engineers in an amount not-to-exceed \$354,000 with a term ending June 30, 2017. (Fifth District)
44. Adopt a Resolution authorizing the Chair to execute State Match Program Agreement for advancement of up to \$100,000 in Streets and Highways Code Section 182.9 State Highway Account funds to be used as match for federally funded projects for the Fiscal Year 2015-16. (First and Fourth Districts)
45. Adopt a Resolution approving a Freeway Maintenance Agreement with the State of California, and Authorize the Chair to execute the agreement requiring the County to maintain Airport Boulevard and Fulton Road roadways across the freeway, pavement markings, signs, sidewalks, street lights, railings, and area landscaping. (Fourth District)

**APPOINTMENTS/REAPPOINTMENTS**

(Item 46)

46. Child Care Planning Council of Sonoma County – Membership  
 (A) Appoint to the Child Care Planning Council of Sonoma County for two-year terms ending December 31, 2015: Alice Hampton and Alicia Morales.  
 (B) Appoint to the Child Care Planning Council of Sonoma County for a two-year term ending December 31, 2016: Jason Riggs. (Human Services)

**IV. REGULAR CALENDAR**

(Items 47 through 51)

**AGRICULTURAL COMMISSIONER**

47. Receive the 2014 Sonoma County Crop Report.

**ECONOMIC DEVELOPMENT BOARD**

48. Accept the 2014 Annual Report for the Economic Development Board.

**TRANSPORTATION AND PUBLIC WORKS**

49. Future of the Sonoma County Waste Management Agency –  
Provide direction to staff regarding policy preferences and completion of the Sonoma County Waste Management Agency’s waste management decision-making matrix.

**GENERAL SERVICES**

50. 2015 Veterans Memorial Buildings Update –
- (A) Receive 2015 Veterans Memorial Building report and Advisory Committee Work Plan for Fiscal Year 2015-16.
  - (B) Direct General Services to issue a Request for Proposals for the operation and management of the Sonoma Veterans Memorial Building.
  - (C) Authorize the Director to authorize adjustments to the current rate structure on a case-by-case basis for the Cotati, Guerneville, Petaluma, Santa Rosa, Sebastopol, and Sonoma Veterans Memorial Buildings to allow rentals for smaller blocks of time.
  - (D) Authorize General Services to establish a Rental Rate Pilot Program in Cloverdale to determine a market-based fee structure that will result in increased facility use.
  - (E) Authorize General Services to execute the Cloverdale License Agreement.

**BOARD OF SUPERVISORS**

51. Approve a fee waiver of \$1,864 for the Bodega Volunteer Fire Department’s Big Event to be held on August 2, 2015. (Fifth District)

**V. CLOSED SESSION CALENDAR**

(Items 52 through 67)

52. The Board of Supervisors will consider the following in closed session: Public Employee Performance Evaluations - Director of Permit and Resource Management. (Gov't. Code Section 54957(b)(1)).
53. The Board of Supervisors will consider the following in closed session: Public Employee Performance Evaluations - Agricultural Commissioner. (Gov't. Code Section 54957(b)(1)).
54. The Board of Supervisors will consider the following in closed session: Public Employee Performance Evaluations - Human Services Director. (Gov't. Code Section 54957(b)(1)).
55. The Board of Supervisors will consider the following in closed session: Public Employee Performance Evaluations - Public Defender. (Gov't. Code Section 54957(b)(1)).
56. The Board of Supervisors will consider the following in closed session: Public Employee Performance Evaluations – Transportation and Public Works. (Gov't. Code Section 54957(b)(1)).
57. The Board of Supervisors will consider the following in closed session: Public Employee Performance Evaluations - County Administrator. (Gov't. Code Section 54957(b)(1)).
58. The Board of Supervisors, the Board of Directors of the Sonoma County Water Agency, the Board of Commissioners of the Community Development Commission, and the Board of Directors of the Agricultural Preservation and Open Space District will consider the following in closed session: Conference with Labor Negotiator, Agency Negotiators: Christina Cramer/Carol Allen. Employee organization: All. Unrepresented employees: All, including retired employees. (Gov't. Code Section 54957.6).
59. The Board of Directors of the Sonoma Valley County Sanitation District will consider the following in the closed session: Conference with Legal Counsel – Existing Litigation – California River Watch v. Sonoma Valley County Sanitation District, for Alleged Violations of the Clean Water Act. (Gov't. Code Section 54956.9(d)(1)).
60. The Board of Supervisors will consider the following in the closed session: Conference with Legal Counsel – Existing Litigation – Friends of Sonoma Mountain Road v. County of Sonoma, et. al., Sonoma County Superior Court Case No. SCV 256338. (Gov't. Code Section 54956.9(d)(1)).
61. The Board of Supervisors will consider the following in the closed session: Conference with Legal Counsel – Existing Litigation – Gray v. County of Sonoma et al., U.S.D.C.-Northern Dist. Case No.: 3:15-cv-02176-WHA. (Gov't. Code Section 54956.9(d)(1)).
62. The Board of Supervisors will consider the following in the closed session: Conference with Legal Counsel – Existing Litigation – County of Sonoma v. William Hern – Case No. SCV 244883. (Gov't. Code Section 54956.9(d)(1)).



CLOSED SESSION CALENDAR (continued)

63. The Board of Supervisors will consider the following in the closed session: Conference with Legal Counsel – Existing Litigation – Mateos-Sandoval v. County of Sonoma, U.S.D.C.- Northern District Case No. C11-5817 TEH. (Gov't. Code Section 54956.9(d)(1)).
64. The Board of Supervisors will consider the following in the closed session: Conference with Legal Counsel – Existing Litigation – Flynn v. County of Sonoma, SCV-255708. (Gov't. Code Section 54956.9(d)(1)).
65. The Board of Directors of the Agricultural Preservation and Open Space District will consider the following in closed session: Conference with Legal Counsel - Existing Litigation - Bordessa, et al. v. The Sonoma County Agricultural Preservation and Open Space District, et al. (Sonoma County Superior Court Case No. SCV-256943) (Gov't. Code Section 54956.9(d)(1)).
66. The Board of Supervisors will consider the following in the closed session: Conference with Legal Counsel – Anticipated Litigation - Initiation of litigation. (Gov't. Code Section 54956.9(4)(d)) (1 case)
67. The Board of Supervisors will consider the following in the closed session: Conference with Real Property Negotiator - 32,674 square foot office building located at 600 Bicentennial Way, Santa Rosa, CA, For County: Tawny Tesconi, Interim General Services Director or Marc McDonald, Real Estate Manager, For Seller: Tony Sarno, Director, Cushman & Wakefield of California, Inc., Under Negotiation: Terms and conditions of the proposed acquisition. (Gov't. Code Section 54956.8)

## **VI. REGULAR AFTERNOON CALENDAR**

(Items 68 through 72)

### **RECONVENE FROM CLOSED SESSION**

68. Report on Closed Session.
69. **2:00 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.)

### **PERMIT AND RESOURCE MANAGEMENT**

70. Conduct a Public Hearing and Adopt a Resolution reading the title of, waiving further reading of, and introducing for adoption an ordinance to amend Chapter 11 of the Sonoma County Code to allow easement holders to apply for permits under Chapter 11 and to clarify the definition of geologic hazards. (First Reading)
71. Permit and Resource Management Department: Review and possible action on the following:
- Acts and Determinations of Planning Commission/Board of Zoning Adjustments
  - Acts and Determinations of Project Review and Advisory Committee
  - Acts and Determinations of Design Review Committee
  - Acts and Determinations of Landmarks Commission
  - Administrative Determinations of the Director of Permit and Resource Management

(All materials related to these actions and determinations can be reviewed at:  
<http://www.sonoma-county.org/prmd/b-c/index.htm>)

### **72. ADJOURNMENTS**

**NOTE: The next regular meeting will be held on July 21, 2015.**

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

- July 21<sup>st</sup> (PM) - Amendment to Chapter 25b of the Sonoma County code revising the well water construction standards.
- July 21<sup>st</sup> (PM) - Amendment to Chapter 11
- July 28<sup>th</sup> (PM) - Zone Change as a Condition of Approval for a previously approved Lot Line Adjustment; Virginia L. Tusi and 1500 Westside Rd LLC, PLP13-0040.
- July 28<sup>th</sup> (PM) - Revisions to Articles 88 and 89 of the Zoning Code; ORD14-0010.
- July 28<sup>th</sup> (PM) - Geyserville Solar Photovoltaic
- July 28<sup>th</sup> (PM) - Agricultural Preserve Expansion and a new Land Conservation Act Contract; AGP09-0022.



County of Sonoma  
Agenda Item  
Summary Report

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

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

**To:** Board of Supervisors

**Board Agenda Date:** June 23, 2015

**Vote Requirement:** Majority

**Department or Agency Name(s):** Board of Supervisors

**Staff Name and Phone Number:**

Supervisor David Rabbitt, 707/565-2241

**Supervisorial District(s):**

Second District

**Title:** Gold Resolution

**Recommended Actions:**

Adopt a gold resolution Proclaiming July 2015 as Parks Make Life Better Month in Sonoma County.

**Executive Summary:**

**Prior Board Actions:**

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

**Fiscal Summary - FY 14-15**

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

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



# County of Sonoma

## State of California

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Date: June 23, 2015

Item Number: \_\_\_\_\_

Resolution Number: \_\_\_\_\_

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4/5 Vote Required

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### **Resolution of the Board of Supervisors of the County of Sonoma, State of California, Proclaiming July 2015 as Parks Make Life Better Month in Sonoma County**

**Whereas**, July is celebrated across the nation as Parks and Recreation Month, and Parks and Recreation make lives and communities better now and in the future; and

**Whereas**, it is established through statewide public opinion research, 98% of California households visit a local park at least once a year; two in three households visit a park once a month; 50% of households participate in an organized recreation program, and most park use is with family and friends; and

**Whereas**, residents value recreation as it provides positive alternatives for children and youth to reduce crime and mischief especially during nonschool hours; it promotes the arts, it increases social connections; aids in therapy; and promotes lifelong learning; and

**Whereas**, residents value their parks for access to outdoor spaces for children and adults to play and be active; exercise and participate in group sports; and

**Whereas**, parks provide access to the serenity and inspiration of nature and outdoor spaces as well as preserve and protect the historic, natural and cultural resources in our community; and

**Whereas**, the residents of Sonoma County, including children, youth, families, adults, seniors, businesses, community organizations, and visitors benefit from the wide range of parks, trails, open space, sports fields, tennis courts, facilities and programs - including the Joe Rodota Trail, Hood Mountain Regional Park, Maxwell Farms Regional Park, Doran Beach Regional Park Healdsburg Veterans Memorial Beach, Helen Putnam Regional Park and Taylor Mountain Regional Park along with many others provided by Sonoma County Regional Parks; and

**Whereas**, the Sonoma County Board of Supervisors urges all its residents to recognize that parks and recreation enriches the lives of its residents and visitors as well as adding value to the community's homes and neighborhoods,

Resolution #

Date:

Page 2

**Now, Therefore, Be It Resolved** that the Sonoma County Board of Supervisors hereby proclaims July 2015 as Parks Make Life Better! Month in Sonoma County and in doing so, encourages all its citizens to use and enjoy its parks, trails, open space, facilities, and recreation opportunities.

**Supervisors:**

Rabbitt:

Zane:

Gore:

Carrillo:

Gorin:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



## County of Sonoma Agenda Item Summary Report

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

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

**To:** Board of Supervisors

**Board Agenda Date:** June 23, 2015

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Tennis Wick (707) 565-1925

**Supervisorial District(s):**

All

**Title:** Gold Resolution - Kevin Lopeman, Engineering Technician III

### **Recommended Actions:**

Adopt a Gold Resolution commending Kevin Lopeman for over 26 years of service to Sonoma County and Permit and Resource Management.

### **Executive Summary:**

Sonoma County and the Permit and Resource Management Department (PRMD) would like to honor Kevin Lopeman for over 26 years of exemplary service to the citizens of the County. Kevin began his time at PRMD in April 1989 and has served as Engineering Technician III.

In the course of his years of service to Sonoma County, Kevin has played a pivotal role in providing exceptional customer service specializing in encroachment permits, special event permits, and other important work in the right of way for County roads.

### **Prior Board Actions:**

None.

**Strategic Plan Alignment** Goal 4: Civic Services and Engagement

Honoring a long-term employee for his contributions to the County of Sonoma.

**Fiscal Summary - FY 14-15**

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

**Narrative Explanation of Fiscal Impacts (If Required):**

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**Staffing Impacts**

<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (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: June 23, 2015

Item Number: \_\_\_\_\_

Resolution Number: \_\_\_\_\_



4/5 Vote Required

### Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,

**Whereas,** Kevin Lopeman has given more than 26 years of public service to Sonoma County with an affirmative spirit, professional demeanor, and courteous manner; and

**Whereas,** Kevin's engineering expertise with special events has enabled the recreational segment of our economy to prosper by managing permitting for sports, cultural and musical events throughout Sonoma County; and

**Whereas,** Kevin also exercised his authority with encroachment permits in a way that balanced equitably the public interest and the needs of applicants to use the public right-of-way; and

**Whereas,** Kevin not only regulated special events, he participated in them and placed in some! Kevin was known as a wickedly fast competitor in the Vineman Triathlon; and

**Whereas,** best of all, Kevin has been a member of the PRMD team since its inception, helping create a customer-focused culture in the permit center and through his daily practice. He may be retired but will always be part of the PRMD family.

**Now, Therefore, Be It Resolved** that the Sonoma County Board of Supervisors hereby honors Mr. Kevin Lopeman for his outstanding 26 years of public service and wishes him all the best in his retirement years ahead.

#### Supervisors:

Rabbitt:

Zane:

Gore:

Carrillo:

Gorin:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



County of Sonoma  
Agenda Item  
Summary Report

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

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

**To:** Board of Supervisors

**Board Agenda Date:** June 23, 2015

**Vote Requirement:** No Vote Required

**Department or Agency Name(s):** Board of Supervisors

**Staff Name and Phone Number:**

**Supervisorial District(s):**

Supervisor Susan Gorin, 565-2241

First

**Title:** Gold Resolution

**Recommended Actions:**

Adopt a Resolution Of The Board Of Supervisors Of the County of Sonoma Proclaiming June as National Alzheimer's and Brain Awareness Month

**Executive Summary:**

**Prior Board Actions:**

**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	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$</b>	<b>Total Sources</b>	<b>\$</b>

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



# County of Sonoma

## State of California

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Date: June 23, 2015

Item Number: \_\_\_\_\_

Resolution Number: \_\_\_\_\_

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4/5 Vote Required

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### Resolution Of The Board Of Supervisors Of the County of Sonoma Proclaiming June as National Alzheimer's and Brain Awareness Month

**WHEREAS,** Today there are more than 5 million Americans living with Alzheimer's disease, a figure that is expected to grow to as many as 16 million by mid-century if we don't develop a cure or an effective treatment, and

**WHEREAS,** There are currently more than 588,000 people with Alzheimer's living in the state of California, over 9,000 of whom are in Sonoma County, and additionally another 27,000 caregivers in Sonoma County who are caring for a loved one with Alzheimer's, and

**WHEREAS,** Researchers are making great progress in developing ways to accurately diagnose and treat Alzheimer's disease, and we need to accelerate the pace of that research if we are going to have a disease-altering treatment in the next 15 years, and

**WHEREAS,** The Alzheimer's Association is marking June as Alzheimer's and Brain Awareness Month and June 21 as The Longest Day, and asking residents of Sonoma County to visit [actionalz.org](http://actionalz.org) to learn more about Alzheimer's and become part of the effort to combat this disease, and

**WHEREAS,** the Sonoma County Board of Supervisors, do hereby proclaim June Alzheimer's and Brain Awareness Month and June 21, 2015 as "The Longest Day" in Sonoma County, and

**Now, Therefore, Be It Resolved that the Sonoma County Board of Supervisors do hereby proclaim June Alzheimer's and Brain Awareness Month and June 21, 2015 as "The Longest Day" in Sonoma County.**

Resolution #

Date:

Page 2

**Supervisors:**

Gorin:

Zane:

Gore:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



County of Sonoma  
Agenda Item  
Summary Report

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

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

**To:** Board of Supervisors

**Board Agenda Date:** June 23, 2015

**Vote Requirement:** Majority

**Department or Agency Name(s):** Board of Supervisors

**Staff Name and Phone Number:**

Supervisor Efren Carrillo 707-565-2241

**Supervisorial District(s):**

Fifth District

**Title:** Gold Resolution

**Recommended Actions:**

Approve a Resolution Honoring Keller McDonald on the occasion of his retirement after a lifetime of working in Education and Community Service. (Fifth District)

**Executive Summary:**

Keller McDonald retires this year as Superintendent of WSCUHSD. Incorporating local communities and business, sheriff, police, fire and city leaders to promote alliances for Safe and Healthy school environments.

**Prior Board Actions:**

None.

**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	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$</b>	<b>Total Sources</b>	<b>\$</b>

<b>Narrative Explanation of Fiscal Impacts (If Required):</b>			
<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
None.			
<b>Attachments:</b>			
Gold Resolution			
<b>Related Items “On File” with the Clerk of the Board:</b>			
None.			



# County of Sonoma

## State of California

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Date: June 23, 2015

Item Number: \_\_\_\_\_

Resolution Number: \_\_\_\_\_



4/5 Vote Required

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### **Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Honoring Keller McDonald On The Occasion Of His Retirement As Superintendent For The West Sonoma County Union High School Board Of Education**

**Whereas,** Keller McDonald graduated from Petaluma High School and went onto receive his B.S. in environmental planning and management from U.C. Davis, elementary and secondary education credentials from Dominican College and a masters in educational administration in 1989 from California State University; and

**Whereas,** teaching science, math, and reading supplemented by coaching over the years such team sports as soccer, basketball, and football led Keller into administrative roles as district director of independent study, summer school principal, continuation high school principal, junior/senior high school dean of students and elementary school principal, high school principal, assistant superintendent and then superintendent for West Sonoma County Union High School District (WSCUHSD); and

**Whereas,** Superintendent McDonald achieved building strong working relations between WSCUHSD and our partner districts: Forestville USD, Fort Ross SD, Gravenstein USD, Harmony USD, Monte Rio SD, Montgomery SD, Oak Grove USD, Sebastopol USD, and Twin Hills USD as well as districts in Sonoma County; and

**Whereas,** looking for ways to increase strong ties between community and the youth of his district, Keller McDonald worked on building effective relationships between business, Sheriff's Office, Sebastopol Police and Fire Department and city leaders; and

**Whereas,** forming and serving on the WSCUHSD Citizen Oversight Bond Committee, leading a committee of stakeholders in creating a District Student and Staff Wellness Plan, partnering with other districts in Common Core State Standards for Math in becoming 21<sup>st</sup> Century Schools;

**Whereas,** serving on the Russian River Area Resources and Advocates Committee, Redwood Community Coalition: Healthy Kids Sonoma County, Sonoma County Office of Education Project Success Committee, West County Coalition for Teen Substance Abuse,



Resolution #

Date:

Page 2

Sebastopol Area Community Alliance, and Sebastopol Rotary where he served on the Board and was the Co-Chair of the Live Auction Committee for the 2013 Annual Lobster Feed; and

**Now, Therefore, Be It Resolved** that the Sonoma County Board of Supervisors congratulates Superintendent Keller McDonald on the occasion of his retirement and thanks him for his inspirational leadership and role as an educator.

**Be It Further Resolved**

**Supervisors:**

Rabbitt:

Zane:

Gore:

Carrillo:

Gorin:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



## County of Sonoma Agenda Item Summary Report

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

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

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

**Board Agenda Date:** June 23, 2015

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Carrie Pollard (707) 547-1968

**Supervisorial District(s):**

First, Third, Fourth and Fifth

**Title:** Water Conservation Program (Take it from the Tap)

### **Recommended Actions:**

Authorize Chair to execute an agreement with City of Santa Rosa to provide funding for Take it from the Tap water conservation program in the amount of \$110,000; agreement terminates on June 30, 2016.

### **Executive Summary:**

This item requests authority for the Chair to execute an agreement with City of Santa Rosa to provide funding for Take it from the Tap water conservation program in the amount of \$110,000, agreement terminates on June 30, 2016.

### HISTORY OF ITEM/BACKGROUND

The Water Advisory Committee (Committee) represents several cities in Sonoma County: Cotati, Petaluma, Rohnert Park, Santa Rosa and Town of Windsor, as well as the North Marin and Valley of the Moon water districts that receive water delivered by the Sonoma County Water Agency (Water Agency) aqueduct system. The purpose of the Committee is to create mechanisms for cooperation among the cities, water districts, and Water Agency for better planning and efficient use of resources. The Committee includes a Technical Advisory Committee (TAC), of which the Water Agency is a member.

The Restructured Agreement for Water Supply establishes contractual obligations of the water contractors and establishes the framework for the Committee. The Restructured Agreement for Water Supply, Section 2.5 grants authority to Water Agency to fund any cost-effective water conservation project the Committee approves and Section 4.16(a) establishes a charge collected on each acre foot of water sold and used for Water Conservation Projects. These monies go to the Water Conservation Fund, a pooled resource that allows greater efficiency in addressing Sonoma County's water conservation needs with the Water Agency as the authorized distributor of this resource.

Pursuant to the Restructured Agreement for Water Supply, the Committee has the authority to recommend use of Water Conservation Fund monies for water conservation projects funded by the

Water Agency in support of a customer's water conservation project.

Since 2008, the City of Santa Rosa Utilities Department has been developing a program and providing resources, materials, and lessons learned to other agencies interested in launching drinking water campaigns to raise the environmental impact awareness of consuming Tap water instead of bottled water, with one of the primary reasons being that it takes 1.40 liters of water to produce a one liter bottle of water. The Take it from the Tap Program (Program) objectives include engaging youth and water customers in a conversation about where our water comes from, address concerns about drinking water quality, and to increase access to water. The Program supports water conservation by educating the public on water as a valuable resource, the importance of conserving water for important purposes such as consumption from the faucet, and the dispelling of misinformation regarding the drinking quality of tap water.

The City of Santa Rosa (City) is a Water Agency customer and sought the support of Water Agency (as the authorized distributor of the water conservation funds) for the Program. The Committee approved the use of funds for the Program on April 7, 2014, because of increased Drought programming demands on City Staff and the planning time needed to expand the Program to residents outside of Santa Rosa the City was not prepared to receive the funds to launch the program until now.

Program objectives align with Water Agency goals to promote water conservation awareness and education in Sonoma County.

The cost will not exceed \$110,000; the term end date is June 30, 2016.

**Prior Board Actions:**

None

**Strategic Plan Alignment**      Goal 4: Civic Services and Engagement

The Program is a partnership with the City of Santa Rosa that increases youth education on the services provided by the Water Agency to keep water safe for use by the community and why it is important to conserve water.

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

**Fiscal Summary - FY 14-15**

<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$ 110,000	Water Agency Gen Fund	\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$ 110,000
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 110,000</b>	<b>Total Sources</b>	<b>\$ 110,000</b>

**Narrative Explanation of Fiscal Impacts (If Required):**

Budgeted amount of \$110,000 is available from FY 2014/2015 appropriations for the Water Conservation fund. No additional appropriation is required.

**Staffing Impacts**

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

**Narrative Explanation of Staffing Impacts (If Required):**

**Attachments:**

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

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:** June 23, 2015

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Brad Sherwood 707-547-1927

**Supervisorial District(s):**

All

**Title:** Quagga and Zebra Mussel Inspections 2015

### **Recommended Actions:**

Authorize Chair to execute the first amended agreement with Central Valley Detection Canine, increasing the amount by \$52,400, expanding the scope of work to include training and additional inspections, for a new not-to-exceed agreement total of \$70,000 and end date of December 31, 2015.

### **Executive Summary:**

#### HISTORY OF ITEM/BACKGROUND

Quagga and zebra mussels are an invasive mussel that if gets introduced into a waterway can devastate the natural environment, clog water and flood protection infrastructure, and cost millions of dollars in maintenance costs. Mussels are transported between waterways by watercraft, primarily recreational boats. The Sonoma County Water Agency (Water Agency) is a member of the North Coast Mussel Prevention Consortium and is working with its partner agencies to implement watercraft inspections at both Lake Mendocino and Lake Sonoma. Lakes Sonoma and Mendocino are currently mussel free, however mussels have infested a waterway south of our region, in San Benito County.

The Water Agency and Central Valley Detection Canine (Consultant) entered into an agreement for quagga and zebra mussel inspections, dated April 13, 2015 in the amount of \$17,600.

This First Amended Agreement adds training and increases the number of inspection days for an increase of \$52,400. Additional funding is being added to the initial agreement to fully utilize budgeted funds. This First Amended Agreement fully utilizes all funds currently budgeted for mussel inspections and outreach. The inspections, while voluntary, will help educate boaters on how to clean, drain, and dry their boats to better protect our waterways from a mussel infestation. The Consultant will utilize a team of specially trained canines to help inspect boats. In addition, the Consultant will provide boat inspection training at Lake Sonoma to volunteers to help develop year-round inspections at both reservoirs. The additional funding will provide a total of 96 days of boat inspections: 48 inspections at Lake Sonoma and 48 inspections at Lake Mendocino. The trainings will take place immediately and

continue through the summer boating season.

The Consultant has performed prior boat inspections at both reservoirs since 2012 and will adhere to the Consortium's prevention plan during the inspection process. The U.S. Army Corps of Engineers and the Friends of Lake Sonoma will again partner with the Water Agency to implement boat inspections and public awareness at the reservoirs. The California Department of Fish and Wildlife will provide law enforcement as needed. The Sonoma County Sheriff's Office, which provides law enforcement on Lake Sonoma, is also a key partner in helping educate boaters about the importance of mussel inspections.

#### SELECTION PROCESS

The Consultant was chosen based on its knowledge and prior experience implementing boat inspections at both Lake Sonoma and Lake Mendocino.

#### SERVICES TO BE PERFORMED

Under the proposed amended agreement, the Consultant will continue inspections and provide training for watercraft inspectors. The cost of services will not exceed \$70,000; the term end date is December 31, 2015.

#### **Prior Board Actions:**

- 01/10/12: Approved resolution identifying the potential for an infestation of zebra and quagga mussels (mussels) into North Coast waterways and directed staff to coordinate a consortium through the Eel Russian River Commission that would implement prevention planning against an infestation of mussels.
- 05/12/12: Authorized the Chair to execute the Memorandum of Understanding Regarding the North Coast Zebra and Quagga Mussel Consortium, between the County of Sonoma and the Water Agency, and Mendocino and Humboldt Counties, Marin Municipal Water District, and the Mendocino County Russian River Flood Control and Water Conservation Improvement District.
- 03/03/15: Authorized the General Manager to execute a Memorandum of Understanding between the Water Agency and the U.S. Army Corps of Engineers for the Lake Mendocino and Lake Sonoma Projects Quagga/Zebra Mussel Vulnerability Assessment Study.

#### **Strategic Plan Alignment**      Goal 2: Economic and Environmental Stewardship

Protecting our waterways against an invasive quagga/zebra mussel infestation is critical to securing water supply infrastructures and fisheries habitat in the Russian River watershed, including protecting recreational boating opportunities in local reservoirs.

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

**Fiscal Summary - FY 14-15**

<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$ 52,400	Water Agency Gen Fund	\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$ 52,400
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 52,400</b>	<b>Total Sources</b>	<b>\$ 52,400</b>

**Narrative Explanation of Fiscal Impacts (If Required):**

Budgeted amount of \$52,400 is available from FY 2015/2016 appropriations for the Russian River Projects fund. No additional appropriation is required.

**Staffing Impacts**

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

**Narrative Explanation of Staffing Impacts (If Required):**

**Attachments:**

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

First Amended Agreement (4 copies)

nw\\S:\Agenda\agrees\06-23-2015 WA Quagga and Zebra Mussel Inspections\_summ.docm

CF/45-0-21 Central Valley Detection Canine, LLC (Agree for Quagga and Zebra Mussel Inspection Demonstration and Training 2015) TW 14/15-105 (ID 5296)



## County of Sonoma Agenda Item Summary Report

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

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

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

**Board Agenda Date:** June 23, 2015

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Jay Jasperse 547-1959

**Supervisorial District(s):**

All

**Title:** Lake Mendocino Forecast Informed Reservoir Operations Preliminary Feasibility Study

### **Recommended Actions:**

Authorize Water Agency's General Manager to execute an agreement with Regents of the University of California Scripps Institution of Oceanography to prepare the Lake Mendocino Forecast Informed Reservoir Operations Preliminary Feasibility Study in an amount not to exceed \$345,000; agreement terminates on January 31, 2017

### **Executive Summary:**

#### HISTORY OF ITEM/BACKGROUND

Atmospheric rivers provide roughly half the annual precipitation in the Russian River watershed and are responsible for nearly all flooding events. Studies led by the National Oceanic and Atmospheric Administration (NOAA)'s hydrometeorology program have shown that there is some predictability for the occurrence or lack of atmospheric rivers. Improved forecasting of these extreme events could provide flood control and water supply managers better information for making water resource and reservoir operation decisions.

Forecast-informed reservoir operation (FIRO) is a developing science that has the potential to provide enhanced weather and hydrologic forecasting, thereby improving water supply reliability and flood control capability, and if proven, could affect the Sonoma County Water Agency (Water Agency)'s work with the United States Army Corps of Engineers (Corps) in the operation of water storage facilities at the Lake Mendocino Coyote Valley Dam.

Technical leaders in water management, civil engineering, biology/ecosystem sciences, hydrology, and meteorology/climate, including Water Agency staff, participated in a series of workshops and planning meetings between March and August 2014, with the goal of advancing the understanding, monitoring, and predicting atmospheric rivers or FIRO. Following these meetings, the Lake Mendocino FIRO



Steering Committee (Steering Committee) was formed and consists of members from the Water Agency, University of California San Diego, Scripps Institute (Scripps), California Department of Water Resources, Corps, National Oceanic and Atmospheric Administration, the Federal Bureau of Reclamation, and United States Geological Services. The Water Agency and Scripps are the designated co-leaders of the committee. The Steering Committee is tasked with carrying out a proof-of-concept feasibility project using Lake Mendocino as a model for testing FIRO and its potential application at other reservoirs.

A portion of the funding for this study comes from the Habitat Blueprint Grant, awarded to the Water Agency in 2014 from NOAA for the Russian River Habitat Planning, Restoration and Conservation Program, under NOAA's Habitat Blueprint framework. The Habitat Blueprint is NOAA's strategy to integrate habitat conservation throughout NOAA, focus efforts in priority areas, and leverage internal and external collaborations to achieve measurable benefits within key habitats such as rivers, coral reefs, and wetlands. One of the grant's objectives is to improve frost, rainfall, and river forecasts in the Russian River watershed through improved data collection and modeling. The Lake Mendocino Forecast Informed Reservoir Operations Preliminary Feasibility Study falls within Project 4 of the grant.

#### SERVICES TO BE PERFORMED

Under the proposed agreement, Scripps will provide planning services and a preliminary feasibility study for the application of FIRO at Lake Mendocino. The scope of the agreement includes the following:

1. Provide co-leadership of the Steering Committee and workplan development
2. Organize and conduct two Steering Committee meetings per year
3. Conduct an initial technical study on the performance of atmospheric river forecast models relative to the Russian River watershed; results will be submitted for publication in a peer-reviewed technical journal.

The cost of services will not exceed \$163,256 in fiscal year 2015/2016, and \$181,744 in fiscal year 2016/2017; \$25,000 of Year 1 is provided by the NOAA grant. The term end date is January 31, 2017. The total agreement amount will not exceed \$345,000.

#### REQUEST FOR WATER AGENCY GENERAL MANAGER AUTHORITIES

Amendment Authority:

The feasibility study involves complex collaborative efforts among multiple government and other entities and some flexibility may be required to meet project objectives. Therefore, staff requests that the Water Agency's General Manager be authorized to amend the Agreement in ways that do not increase amount paid by more than \$25,000 or significantly change the scope of work or length of the agreement, if appropriate.

Termination Authority:

The standard template used for professional services agreements includes the following language, "Authority to Terminate: Water Agency's right to terminate may be exercised by Water Agency's General Manager." Since the subject agreement was prepared by University using its form, this language is not included. Therefore, staff requests that the Water Agency's General Manager be authorized to terminate the Agreement, if appropriate, in keeping with standard protocol.

<b>Prior Board Actions:</b>			
9/16/2014: Board Action authorizing the General Manager to execute a grant agreement with the National Oceanic and Atmospheric Administration for the FY 2014-2015 Russian River Habitat Planning, Restoration, and Coordination Program (\$690,000 grant)			
<b>Strategic Plan Alignment</b> Goal 2: Economic and Environmental Stewardship			
Forecast Informed Reservoir Operations has the potential to improve water supply reliability of Lake Mendocino, helping to avoid economic and environmental impacts due to water supply shortages.			
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.			
<b>Fiscal Summary - FY 14-15</b>			
<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$	Water Agency Gen Fund	\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$</b>	<b>Total Sources</b>	<b>\$</b>
<b>Narrative Explanation of Fiscal Impacts (If Required):</b>			
<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
N/A			
<b>Attachments:</b>			
None			
<b>Related Items "On File" with the Clerk of the Board:</b>			
Agreement Draft (1 copy)			





## County of Sonoma Agenda Item Summary Report

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

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

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

**Board Agenda Date:** June 23, 2015

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

David Royall 521-1872

**Supervisorial District(s):**

Fifth

**Title:** Lietzke, Meeker and Meeker Easement Agreements

### **Recommended Actions:**

1. Authorize the Chair to execute three Easement Agreements conveying property rights to Scott Lietzke, Martin Dennis Meeker, and Martin D. Meeker (9215 Carols View Lane, Forestville, through Water Agency property APN: 083-030-072, 083-020-065); AT&T and PG&E; and
2. Authorize the General Manager to file a Notice of Exemption in accordance with the California Environmental Quality Act.

### **Executive Summary:**

#### HISTORY OF ITEM/BACKGROUND

In June 2014, property owners Scott Lietzke, Martin Dennis Meeker and Martin D. Meeker requested that the Sonoma County Water Agency grant an easement within Water Agency property for a utility trench that will supply communication, gas, and electrical power to the site to construct a single family residence. The property is located south of River Road, east of Covey Road, and north of Anderson Road in the unincorporated county north of Forestville. It consists of two parcels identified by the Sonoma County Assessor's Office as Assessor's Parcel Numbers 083-020-065 and 083-030-072. The Water Agency currently uses the property, over which Scott Litzke, Martin Dennis Meeker and Martin D. Meeker has requested an easement, for the operation of the Cotati Intertie Pipeline and maintenance activities. Water Agency staff has determined that the easement would not interfere with the Water Agency's use of the property and will not adversely affect the Water Agency in any respect. The easement agreements have been prepared and are on file with the Clerk.

In addition, easement agreements between the Water Agency, AT&T and PG&E are necessary for the installation of the communication, gas and electrical power to the site. The easement for the utility trench will be approximately 10 feet wide by 286 feet long.

Per the deed granting the Water Agency the property to build the existing aqueduct, the Water Agency agreed to grant access easements to the owner, successors, or assigns of the original property for no

compensation. Article Nine of the Agency Act states that the Agency cannot grant an easement to a private owner without adequate compensation. Scott Lietzke, Martin Dennis Meeker and Martin D. Meeker are successors to the original owner and has requested the easement for no compensation per the original grant deed.

The General Manager has determined that the Grant of Easement to Scott Lietzke, Martin Dennis Meeker and Martin D. Meeker is exempt from CEQA pursuant to Section 15268(a): Ministerial Projects as granting of an easement is required pursuant to the existing deed dated June 5, 1975. In addition, the Grant of Easement to AT&T and PG&E for the installation and maintenance of the utilities is exempt from CEQA pursuant to Section 15304: Minor Alterations to Land, because the granting of an easement would not result in the removal of any healthy, mature, scenic trees or result in any significant impact on plant or animal habitat and would not conflict with the Water Agency’s current uses of the property and will not adversely affect the Water Agency in any respect.

Water Agency staff has prepared a Notice of Exemption in accordance with CEQA and State CEQA Guidelines and the Agency’s Procedures for the Implementation of CEQA as a lead agency under CEQA.

**Prior Board Actions:**

None

**Strategic Plan Alignment**      Goal 4: Civic Services and Engagement

Work with the public to promote cooperative collaboration where Water Agency infrastructure crosses or interacts with private property.

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

**Narrative Explanation of Fiscal Impacts (If Required):**

There is no fiscal impact.

<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
<b>Related Items “On File” with the Clerk of the Board:</b>			
Easement Agreement with Lietzke, Meeker & Meeker Easement Agreement with AT&T Easement Agreement with PG&E Notice of Exemption			

SH: S:\Agenda\ROW\06-23-2015 WA Lietzke Meeker  
Easement\_summ.docm

ROW/Cotati Intertie Pipeline/Lietzke, Scott D., Meeker, Martin D. Jr. & Meeker,  
Martin D./60-64-4/File ID 5139



## County of Sonoma Agenda Item Summary Report

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

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

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

**Board Agenda Date:** June 23, 2015

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Dave Cuneo (707) 547-1935

**Supervisorial District(s):**

4th District

**Title:** Dry Creek Habitat Enhancement Project, Miles 2-6 required by the Russian River Biological Opinion: Release of Draft Environmental Impact Report

### **Recommended Actions:**

- (A) Authorize release for public review of the Draft Environmental Impact Report for the Dry Creek Habitat Enhancement Project, Miles 2-6 required by the Russian River Biological Opinion;
- (B) Establish a 45-day public review period; and
- (C) Set a public hearing date of August 11, 2015.

### **Executive Summary:**

The Sonoma County Water Agency (Water Agency) is proposing the Dry Creek Habitat Enhancement Project, Miles 2-6 (Dry Creek Project). The objective of the Dry Creek Project is to provide habitat in Dry Creek for threatened and endangered fish in order to comply with the National Marine Fisheries Service Biological Opinion for Water Supply, Flood Control Operations, and Channel Maintenance conducted by the U.S. Army Corps of Engineers (Corps), the Water Agency, and the Mendocino County Russian River Flood Control and Water Conservation Improvement District in the Russian River Watershed (Russian River Biological Opinion). Water Agency staff are in the process of preparing a Draft Environmental Impact Report for the Dry Creek Project, which is a required step in the process to meet deadlines established in the Russian River Biological Opinion. This item authorizes release of the Draft Environmental Impact Report once it is completed, for public review and sets a public hearing date for public comment on the project.

### Background:

Dry Creek is home to endangered coho salmon and threatened Chinook salmon and steelhead. The creek also serves as a conduit for water that is released from Lake Sonoma by the Corps in the winter for flood control purposes and by the Water Agency in the summer for water supply. The Dry Creek Project would implement habitat enhancement projects along five miles of Dry Creek.

The National Marine Fisheries Service issued the Russian River Biological Opinion on September 24,

2008. This opinion is a culmination of more than a decade of consultation between the Water Agency, the Corps, and the National Marine Fisheries Service regarding the impact of the Water Agency's and Corps' water supply and flood control activities on three fish species listed under the federal Endangered Species Act: Central California Coast steelhead, Central California Coast coho salmon, and California Coastal Chinook salmon. The California Department of Fish and Wildlife issued a consistency determination on November 9, 2009, finding that the Russian River Biological Opinion was consistent with the requirements of the California Endangered Species Act and adopted the measures identified in the Russian River Biological Opinion.

The National Marine Fisheries Service concluded in the Russian River Biological Opinion that the continued operations of Coyote Valley Dam and Warm Springs Dam by the Corps and the Water Agency in a manner similar to recent historic practices, together with the Water Agency's stream channel maintenance activities and estuary management, are likely to jeopardize and adversely modify critical habitat for endangered coho salmon and threatened steelhead.

One finding of the National Marine Fisheries Service's Russian River Biological Opinion is that summer flows in the upper Russian River and Dry Creek are too high for optimal juvenile coho salmon and steelhead habitat. Current summer flows in the creek range from 105 to 175 cubic feet per second. The velocities associated with these summer flows make it difficult for the juvenile fish to thrive. The Russian River Biological Opinion recognizes that large reductions in the summertime flows in Dry Creek would impair the Water Agency's ability to deliver water to its customers. Therefore, the Russian River Biological Opinion requires habitat enhancement of six miles of Dry Creek to improve summer rearing conditions for coho salmon and steelhead while allowing the Water Agency to maintain the existing flow range in Dry Creek of 105 to 175 cubic feet per second for water supply purposes. The six miles of habitat enhancement are to be distributed over the entire length of Dry Creek below Warm Springs Dam and implemented at a minimum of eight locations on the creek. It is intended that the enhancements for summer rearing will also provide winter rearing and refugia habitat. The habitat enhancements are to be implemented in phases to allow for evaluation of their effectiveness as the effort progresses.

In October 2008, the Water Agency entered into an agreement with Inter-Fluve, Inc. to perform a feasibility assessment of geomorphic and habitat conditions along Dry Creek to identify habitat enhancement opportunities and develop conceptual designs of enhancement projects. During this initial habitat assessment, the Water Agency was approached by a group of landowners in the Dry Creek Valley who volunteered to participate in a demonstration project. These landowners' properties along Dry Creek make up the Dry Creek Habitat Enhancement Demonstration Project (Demonstration Project), the first mile of the six miles of habitat enhancements required under the Russian River Biological Opinion. The Water Agency's Board of Directors (Board) approved the Mitigated Negative Declaration of Environmental Impact for the Demonstration Project on November 15, 2011. Installation of the first mile of habitat enhancement was completed in the fall of 2014. The remaining five miles of habitat enhancements (Miles 2-6) are the subject of the proposed project being analyzed in the Draft Environmental Impact Report.

Dry Creek Habitat Enhancement Project, Miles 2-6:

Water Agency staff are in the process of preparing a Draft Environmental Impact Report for the Dry Creek Project. The Draft Environmental Impact Report is anticipated to be complete by July 10, 2015,



will include components described at the project-level and program-level. Habitat enhancements to be included as part of Miles 2-3 will be described at the project- (or site-specific) level as site-specific designs have been drafted and potential sites have been chosen based upon benefit to fish, feasibility, and landowner interest. Sites proposed for inclusion in Miles 2-3 are the highest ranking of the Tier 1 sites identified in the 2012 Dry Creek Fish Habitat Enhancement Conceptual Design Report (2012 Conceptual Design Report) prepared by Inter-Fluve. Approximately 2.8 miles of habitat projects, located upstream of Lambert Bridge, are analyzed as potential sites for Mile 2 projects and 2.9 miles of habitat projects, located downstream of Lambert Bridge, are analyzed as potential sites for Mile 3 projects. Because more than two miles of habitat enhancements are included in project-level analysis for Miles 2-3, those projects not constructed as part of Miles 2-3 could be included in subsequent work for Miles 4-6. Additional habitat enhancements to be included in Miles 4-6 will be described in the Draft Environmental Impact Report at the program-level and will be subject to further environmental review once locations are determined and site-specific designs are underway.

Habitat enhancement designs proposed in the Dry Creek Project are tailored to each site's geomorphic characteristics. Channel processes and dynamics vary along the length of Dry Creek, therefore the project designs at the upstream end of the creek (nearer to Lake Sonoma) tend to focus on direct habitat construction and more process-reliant designs closer to the confluence with the Russian River. Designs generally include a suite of tools. They include:

- 1) Backwater channels, alcoves and ponds off to the side of the creek that, in summer, connect to the main stream only at their downstream end but may support higher flows during the winter;
- 2) Side channels, which are parallel to the main stream and connect at both ends during both the summer and winter;
- 3) Log jams, which are accumulations of logs that can initiate or stabilize a turn or fork in the channel and create deep pools;
- 4) Riffles, which are areas where the streambed is steeper and the current is swift, and pools, which are areas of deeper, cooler, slower water that provide habitat for young fish;
- 5) Winter refuge habitat, which provide locations where fish can escape high velocities in the mainstem during high winter flows;
- 6) Vegetation management, which includes removal of non-native or invasive weed species or dense stands of vegetation which channelize the flow of the creek;
- 7) Streambank construction to stabilize eroding banks; and
- 8) Dynamic process-based floodplain enhancement, which includes process-based enhancements in portions of Dry Creek near the confluence with the Russian River that would reconnect the channel and its floodplain.

The Draft Environmental Impact Report will evaluate the potential impacts associated with implementing the proposed Dry Creek Project. Specific areas of analysis include: Aesthetics; Air Quality, Energy, Climate Change, and Sustainability; Biological Resources; Cultural Resources; Fisheries; Geology, Soils, and Mineral Resources; Hazards and Hazardous Materials; Hydrology and Water Quality; Land Use, Planning, and Agricultural Resources; Noise; Public Services and Utilities; Recreation; and Transportation and Traffic. The Draft Environmental Impact Report will also include an analysis of potential cumulative impacts associated with the project and potential alternatives to the proposed Dry Creek Project.

Mitigation measures will be proposed to avoid or reduce identified potential impacts, where feasible.

Staff recommends that the Board authorize release of the Draft Environmental Impact Report for a 45-day public review period beginning on July 10, 2015, and ending on August 24, 2015. A Notice of Completion would also be filed with the State Clearinghouse per the State California Environmental Quality Act Guidelines.

A public hearing will be held on the Draft Environmental Impact Report during the public review period to hear public testimony. The hearing will be held before the Board. The recommended public hearing date and location is: the Board chambers, August 11, 2015, at 10:00 a.m.

Notification of the document review period and the date and time of the Public Hearing will be sent to agencies and individuals on the Dry Creek Project mailing list, published in regional and local newspapers, and posted to the Water Agency's website. The Draft Environmental Impact Report will be available for review at the Water Agency's administrative office (404 Aviation Boulevard, Santa Rosa) and at the Healdsburg and Central Sonoma libraries. Printed copies of the Draft Environmental Impact Report will be available for purchase at the Water Agency's administrative office and an electronic version will be available free of charge on the Water Agency's website.

Following completion of the Draft Environmental Impact Report review period, comments will be evaluated and responded to, and a Final Environmental Impact Report prepared for the Board's consideration.

**Prior Board Actions:**

- 01/27/15: Authorized Feasibility Cost Share Agreement with U.S. Army Corps of Engineers for Dry Creek Habitat Enhancements (Miles 4-6).
- 06/10/14: Authorized Feasibility Cost Share Agreement with U.S. Army Corps of Engineers for Dry Creek Habitat Enhancements (Miles 2-3).
- 01/28/14: Approval of agreement for engineering design services with InterFluve for Dry Creek Habitat Enhancement Mile 2. Cost \$929,395, term end December 31, 2017.
- 01/28/14: Approval of agreement for engineering design services with ESA/PWA for Dry Creek Habitat Enhancement Mile 3. Cost \$979,422, term end December 31, 2017.
- 11/15/11: Adopted Mitigated Negative Declaration and Approved Dry Creek Habitat Enhancement Demonstration Project.
- 05/04/10: Approved Agreement for Design of Dry Creek Habitat Enhancement Demonstration Project
- 03/30/10: Approved Agreement for Dry Creek Habitat Restoration Feasibility Study-Phase II
- 10/07/08: Approved Agreement for Dry Creek Habitat Restoration Feasibility Study-Phase I

**Strategic Plan Alignment**      Goal 2: Economic and Environmental Stewardship

The Dry Creek Project would provide habitat in Dry Creek for threatened and endangered fish.

Water Agency Sanitation Goals and Strategies, Goal 1: Meet or exceed environmental regulations and public health standards. The Dry Creek Project would provide habitat in Dry Creek for threatened and endangered fish in order to comply with the NMFS Russian River Biological Opinion. The proposed project is a result of a massive effort to coordinate with and partner with state and federal agencies for the benefit of Sonoma County's threatened and endangered fish.

**Fiscal Summary - FY 14-15**

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

**Narrative Explanation of Fiscal Impacts (If Required):**

There are not any fiscal impacts associated with the requested actions.

**Staffing Impacts**

<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (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:** 10  
(This Section for use by Clerk of the Board Only.)

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

**Board Agenda Date:** June 23, 2015

**Vote Requirement:** Majority

**Department or Agency Name(s):** Sonoma County Water Agency, Sonoma County Regional Parks

**Staff Name and Phone Number:**

Cordel Stillman (707) 547-1953  
James Nantall (707) 565-7946

**Supervisorial District(s):**

Third

**Title:** Southeast Greenway Memorandum of Understanding

### **Recommended Actions:**

Authorize the General Manager of the Sonoma County Water Agency and the Director of Sonoma County Regional Parks Department to sign a Memorandum of Understanding with the State of California Department of Transportation, City of Santa Rosa, LandPaths, the Southeast Greenway Campaign Committee, and Sonoma Land Trust regarding the future transfer and land management of the Caltrans Highway 12 Right of Way located between Farmers Lane and Spring Lake Park, also known as the Southeast Greenway.

### **Executive Summary:**

This item authorizes the General Manager of Sonoma County Water Agency (Water Agency) and the Director of Sonoma County Regional Parks Department (Parks) to sign a Memorandum of Understanding regarding the Southeast Greenway. In the Memorandum of Understanding, the Water Agency expresses its willingness to take possession of a portion of the property from the State of California Department of Transportation (Caltrans) for the purpose of public recreation and pipeline easements. Parks expresses its willingness to manage this property in conjunction with operations at Spring Lake Park. Approval of this item does not commit the Water Agency or Parks to any specific action. The purpose of the Memorandum is to document the intention of the parties to work together in facilitating the property's transfer and promoting the highest and best use of the property as a public park/alternative transportation corridor.

### **HISTORY OF ITEM/BACKGROUND**

In 2009, the Southeast Greenway Campaign, a community-based committee including over 20 local community groups, initiated a community effort to envision a vibrant urban greenway on the two-mile long, 52-acre section of rescinded State Route 12 land that links Farmers Lane to Spring Lake Park in Santa Rosa (Southeast Greenway). Based on community input, the proposed Southeast Greenway would feature bicycle and pedestrian paths, restored and protected open space, parks, community

gardens, and other public uses.

In July 2014, the City of Santa Rosa (City), the Water Agency, Parks, LandPaths, and the Southeast Greenway Campaign Committee (the Partnership) signed a Mutual Letter of Intent, which outlines each organization's role and responsibilities in a collaborative effort to facilitate and achieve the transfer of the Southeast Greenway for public uses. The Partnership intends to work together to plan, develop and manage the proposed Greenway should the property be acquired.

In August 2014, Caltrans rescinded the property's freeway designation, creating the opportunity for Caltrans to transfer the property for other public uses. In late 2014, Sonoma Land Trust joined with the Partnership to assist in completing transfer of the Southeast Greenway.

The Memorandum of Understanding (on-file) memorializes the mutual understanding of these entities to work together on this effort as follows:

- a) The Partnership and Sonoma Land Trust will collaborate with Caltrans toward development of an agreement to transfer the Southeast Greenway property with terms acceptable to all parties.
- b) Caltrans, the Partnership, and Sonoma Land Trust will identify and agree on a process for establishing the property's value.
- c) The Water Agency will collaborate on an agreement to accept the transfer of the portion of property from Summerfield Road, east to the border of Spring Lake Park. The Water Agency also has an interest in acquiring an easement for the purpose of a water supply aqueduct over the portion of the property from Farmers Lane to Summerfield Road.
- d) Parks will collaborate on an agreement to manage the portion of property from Summerfield Road to the border of Spring Lake Park under contract with the Water Agency (an extension of the existing contract to operate and maintain Spring Lake Park).
- e) The City will collaborate on an agreement accepting the transfer of the portion of property running from Farmers Lane to Summerfield Road. The City intends to coordinate planning efforts for this portion of the property. The City intends to negotiate with the Water Agency regarding an easement for a future water pipeline.
- f) LandPaths (a local non-profit) will work with the City regarding future uses and management of the City's portion of the property.
- g) The Southeast Greenway Campaign will integrate with and become an ongoing part of LandPaths for purposes of this project.

**Prior Board Actions:**

07/22/2014: Authorized the General Manager of the Sonoma County Water Agency and the Director of Sonoma County Regional Parks Department to sign a Letter of Intent with the City of Santa Rosa, LandPaths, and the Southeast Greenway Campaign Committee regarding the future transfer and land management of the Caltrans Highway 12 Right of Way located between Farmers Lane and Spring Lake Park, also known as the Southeast Greenway. Cost \$0.

**Strategic Plan Alignment**      Goal 3: Invest in the Future

The Southeast Greenway is an investment in the community wellbeing that promotes healthy outdoor recreation. Collaboration on this project among government entities will ensure greater communication and shared responsibility for improving the local infrastructure.

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

**Fiscal Summary - FY 14-15**

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

**Narrative Explanation of Fiscal Impacts (If Required):**

No fiscal impact.

**Staffing Impacts**

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

**Narrative Explanation of Staffing Impacts (If Required):**

N/A

**Attachments:**

Memorandum Of Understanding (1 copy)

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

db\\S:\Agenda\agrees\06-23-2015 WA Southwest Greenway  
MOU\_summ.docm

CF/41-1.9-21 Among Parties (Memorandum of Understanding (MOU)  
Regarding a Proposal to Transfer Rescinded State Route 12 Land For the  
Santa Rosa Southeast Greenway) TW 14/15-091 (ID 5292)

**Memorandum of Understanding  
Between the California Department of Transportation,  
Sonoma Land Trust and  
The Southeast Greenway Community Partnership  
Regarding a Proposal to Transfer Rescinded State Route 12 Land  
For the Santa Rosa Southeast Greenway**

This is a Memorandum of Understanding dated as of \_\_\_\_\_, 2015 between the City of Santa Rosa (“City”), Sonoma County Water Agency (“Water Agency”), the Sonoma County Regional Parks Department, LandPaths, and the Southeast Greenway Campaign Committee (collectively, the “Partnership”), the California Department of Transportation (“the Department”), and Sonoma Land Trust (“SLT”).

**Purpose**

The Department, Partnership, and SLT are entering into this Memorandum of Understanding to document the Parties’ understandings, intentions and expectations with regard to transferring a 52-acre section of the rescinded State Route 12 land (“Southeast Greenway”) from the Department to the City of Santa Rosa (“City”) and the Sonoma County Water Agency (“Water Agency”).

**Background**

In 2009, the Southeast Greenway Campaign initiated a community effort to envision a vibrant urban greenway on the two-mile long, 52-acre section of rescinded State Route 12 land that links Farmers Lane to Spring Lake Park in Santa Rosa. Based on community input, the proposed Santa Rosa Southeast Greenway would feature bicycle and pedestrian paths, restored and protected open space, parks, community gardens, and other public uses.

In July 2014, the City of Santa Rosa, the Water Agency, the Sonoma County Regional Parks Department, LandPaths, and the Southeast Greenway Campaign Committee (the Partnership) signed a Mutual Letter of Intent, which outlines each organization’s role and responsibilities in a collaborative effort to facilitate and achieve the transfer of the Southeast Greenway for public uses. The Partnership intends to work together to plan, develop and manage the proposed Greenway should the property be acquired.

In August 2014, the California Transportation Commission rescinded the property’s freeway designation, creating the opportunity for the Department to transfer the property for other public uses.

In late 2014, SLT joined with the Partnership to assist in completing transfer of the Southeast Greenway.

**The Partnership, the Department, and SLT agree as follows:**

1. The Partnership and SLT will collaborate with the Department toward development of an agreement to transfer the Southeast Greenway property with terms acceptable to all parties.
2. The Department will, if requested, offer the City of Santa Rosa and Water Agency first right of refusal to acquire the property prior to the land being offered on the open market.
3. The Department, the Partnership, and SLT will work together to determine the potential for environmental mitigation sites on the property.
4. The Department, the Partnership, and SLT will identify and agree on a process for establishing the property's value.
5. The Department will provide the Partnership and SLT adequate time, as periodically determined by mutual agreement of the parties, to perform due diligence, including a title review, Phase I and, if indicated, Phase II environmental assessment, environmental review, and appraisals of the property.
6. The Department will retain the Southeast Greenway property in its current and intact condition while the parties collaborate so that the following public uses of the land could be considered:
  - a. Bicycle and pedestrian paths as part of a regional trail network.
  - b. Restored and protected open space and natural habitat.
  - c. Parks and community gardens.
  - d. Water Agency water reliability pipeline.
  - e. Groundwater development and recharge.
7. The City of Santa Rosa will prepare a Current Conditions, Constraints and Opportunities Analysis of the property available for the consideration of all parties. The Analysis will:
  - a. Document the existing conditions on the property that are relevant to the use of the property.
  - b. Identify constraints and opportunities on the property resulting from existing adopted plans and policies.
8. The Department will cooperate with the Partnership and SLT to facilitate the preparation of the Current Conditions, Constraints and Opportunities Analysis by disclosing known liens,



easements, encumbrances, leases, and deed restrictions, and by granting reasonable access to the property.

9. The Department will provide adequate time, as periodically determined by mutual agreement of the parties, for the Partnership and SLT to complete the fundraising required for the proposed transfer of the property to the City and Water Agency.
10. The Department will consider granting the Partnership and SLT access to the property at mutually agreed upon times for public educational outings and fundraising events. This may be accomplished through short-term leases of the property or portions of the property to the Southeast Greenway Campaign Committee or to other Southeast Greenway Community Partners.
11. This MOU shall continue in effect until such time as the parties may enter into a more formal agreement or there is close of escrow for acquisition of the Southeast Greenway, but in no event longer than five (5) years, whichever is the earlier to occur, unless otherwise mutually agreed by the parties.

IN WITNESS THEREOF, the parties hereto have executed this Memorandum of Understanding as of \_\_\_\_\_, 2015.

**California Department of Transportation,**

By: \_\_\_\_\_  
Mark L. Weaver

Its: Deputy District Director, Right of Way &  
Land Surveys

**City of Santa Rosa,**

By: \_\_\_\_\_  
Sean McGlynn

Its: City Manager

**Sonoma County Water Agency,**

By: \_\_\_\_\_  
Grant Davis

Its: General Manager

**Southeast Greenway Campaign Committee,**

By: \_\_\_\_\_  
Linda Proulx

By: \_\_\_\_\_  
Thea Hensel

Its: Campaign Co-chairs

**LandPaths,**

By: \_\_\_\_\_  
Craig Anderson

Its: Executive Director

**Sonoma County Regional Parks Department, a  
department of the County of Sonoma**

By: \_\_\_\_\_  
Caryl Hart

Its: Director

**The Sonoma Land Trust, a California nonprofit  
public benefit corporation**

By: \_\_\_\_\_  
David Koehler

Its: Executive Director



## County of Sonoma Agenda Item Summary Report

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

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

**To:** Board Of Supervisors

**Board Agenda Date:** June 23, 2015

**Vote Requirement:** Majority

**Department or Agency Name(s):** Department of Agriculture/Weights & Measures

**Staff Name and Phone Number:**

Tony Linegar 565-2371

**Supervisorial District(s):**

**Title:** Agricultural and Weights & Measures Program Contracts

### **Recommended Actions:**

Adopt resolution authorizing the Sonoma County Agricultural Commissioner/Sealer to execute agreements and amendments to agreements awarded in fiscal year 15/16 and calendar years 2015 and 2016 with the State of California Department of Food and Agriculture (CDFA), California Department of Pesticide Regulations (CDPR), and Division of Measurement Standards (DMS), for various ongoing agricultural and weights & measures programs totaling an estimated \$2.4 million in revenue.

### **Executive Summary:**

The recommended action will allow the Agricultural Commissioner/Sealer or his authorized representative to execute the agreements or amendments to the agreements specified below with the CDFA, CDPR and DMS for existing programs for services performed by or for the Department of Agriculture/Weights & Measures in FY 15-16 and calendar years 2015 and 2016. This eliminates the need to prepare individual Board reports for each of these agreements. This is an annual action that results in more efficient use of departmental, County Counsel, County Administrator's Office, and Board staff time. The Board has granted the Agricultural Commissioner/Sealer this authority annually since September 14, 2010.

The proposed action applies only to contracts for ongoing programs. The Agricultural Commissioner/Sealer would seek Board approval for any agreements for new regulatory programs.

The State concurs with this process, as it is consistent with how other California Agricultural Commissioners/Sealers process their contracts, though they do require that this authorization be delegated by Board resolution. County Counsel also concurs since the contracts are in a standard form not subject to negotiation and do not require further Counsel review.

The Agricultural Commissioner/Sealer is requesting authorization to execute the following contracts, with the current estimated annual revenue or expenses in amounts indicated below. Should revenues or expenses in these contracts change significantly, we will utilize the appropriate county process to adjust our budget accordingly. Two contracts are awarded for a calendar, rather than fiscal or federal year, and are noted below.

Program/Activity	Estimated Annual Revenue	Agency
W&M Petroleum Program	\$8,400	DMS
W&M Weighmaster Program	\$2,640	DMS
Egg Quality Control	\$17,210	CDFA
Sudden Oak Death	\$29,830	CDFA
Pest Detection	\$145,033	CDFA
Pest Detection – EGVM (Calendar Year 2015)	\$777,819	CDFA
Pest Detection – EGVM (Calendar Year 2016)	\$777,819	CDFA
Pest Exclusion – EGVM (Calendar Year 2015)	\$117,043	CDFA
Pest Exclusion – EGVM (Calendar Year 2016)	\$117,043	CDFA
Nursery Inspection	\$3,145	CDFA
Ag Statistics (15/16 & 16/17)	\$1,000	CDFA
Pesticide Use Reporting	\$13,158	CDPR
Organic Registration & Spot Inspection	\$20,700	CDFA
Pest Exclusion – LBAM (Oct – Sept)	\$86,810	CDFA
High Risk Pest Exclusion	\$13,444	CDFA
Pierce’s Disease Control – GWSS (14/15 & 15/16)	\$264,408	CDFA
Federal Egg Surveillance (Oct – Sept)	\$8,670	CDFA

**Prior Board Actions:**

The Board has annually authorized the Agricultural Commissioner/Sealer to enter into contractual agreements with CDFA and CDPR for Agricultural and Weights & Measures (DMS) activities since September 14, 2010.

**Strategic Plan Alignment**      Goal 2: Economic and Environmental Stewardship

**Fiscal Summary - FY 15-16**

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

**Narrative Explanation of Fiscal Impacts (If Required):**

None. FY 15/16 and FY 16/17 monies are in the department’s recommended budget (some contracts are multi-year).

<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
Resolution.			
<b>Related Items “On File” with the Clerk of the Board:</b>			
None.			



County of Sonoma  
State of California

Date: June 23, 2015

Item Number: \_\_\_\_\_

Resolution Number: \_\_\_\_\_



4/5 Vote Required

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA, STATE OF CALIFORNIA, AUTHORIZING THE SONOMA COUNTY AGRICULTURAL COMMISSIONER/SEALER TO EXECUTE AGREEMENTS AND AMENDMENTS TO AGREEMENTS AWARDED IN FISCAL YEAR 15/16 AND CALENDAR YEARS 2015 AND 2016 WITH: THE STATE OF CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA), CALIFORNIA DEPARTMENT OF PESTICIDE REGULATIONS (CDPR), AND DIVISION OF MEASUREMENT STANDARDS (DMS), FOR VARIOUS ONGOING AGRICULTURAL AND WEIGHTS & MEASURES PROGRAMS TOTALING AN ESTIMATED \$2.4 MILLION IN REVENUE.**

**Whereas,** Sonoma County maintains contracts with CDFA, CDPR, and DMS for various agriculture and weights and measures programs on behalf of the state and federal government, and

**Whereas,** it is in the best interest of Sonoma County agriculture and all citizens of the County to enter into these agreements, and

**Whereas,** State of California will reimburse the County for expenses incurred by the County under these agreements,

**Now, Therefore, Be It Resolved,** that the Sonoma County Agricultural Commissioner/Sealer or authorized representative be authorized to sign the following agreements and amendments to agreements awarded in fiscal year 15/16 and calendar years 2015 and 2016 with CDFA, CDPR, DMS, for various agricultural and weights and measures programs, excluding agreements for new programs.

Program/Activity	Estimated Annual	Agency
------------------	------------------	--------

Resolution #

Date:

Page 2

	Revenue	
W&M Petroleum Program	\$8,400	DMS
W&M Weighmaster Program	\$2,640	DMS
Egg Quality Control	\$17,210	CDFA
Sudden Oak Death	\$29,830	CDFA
Pest Detection	\$145,033	CDFA
Pest Detection – EGVM (Calendar Year 2015)	\$777,819	CDFA
Pest Detection – EGVM (Calendar Year 2016)	\$777,819	CDFA
Pest Exclusion – EGVM (Calendar Year 2015)	\$117,043	CDFA
Pest Exclusion – EGVM (Calendar Year 2016)	\$117,043	CDFA
Nursery Inspection	\$3,145	CDFA
Ag Statistics (15/16 & 16/17)	\$1,000	CDFA
Pesticide Use Reporting	\$13,158	CDPR
Organic Registration & Spot Inspection	\$20,700	CDFA
Pest Exclusion – LBAM (Oct – Sept)	\$86,810	CDFA
High Risk Pest Exclusion	\$13,444	CDFA
Pierce’s Disease Control – GWSS (14/15 & 15/16)	\$264,408	CDFA
Federal Egg Surveillance (Oct – Sept)	\$8,670	CDFA

**Be It Further Resolved**, the foregoing authorization shall not apply to new agreements.

**Supervisors:**

Rabbitt:

Zane:

Gore:

Carrillo:

Gorin:

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:** 12  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** June 23, 2015

**Vote Requirement:** Majority

**Department or Agency Name(s):** Sonoma Local Agency Formation Commission

**Staff Name and Phone Number:**

Mark Bramfitt, 565-3765

**Supervisorial District(s):**

All

**Title:** LAFCO Memorandum of Understanding

### **Recommended Actions:**

Authorize the County Administrator to sign the Memorandum of Understanding for the Sonoma Local Agency Formation Commission for Fiscal Year 2015-16 and future years where the agreement remains unchanged.

### **Executive Summary:**

The Sonoma Local Agency Formation Commission (LAFCO) was created by State law in 1963 to regulate the boundaries of cities and special districts. The Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 expanded LAFCO functions and operations, authorizing greater independence for the Commission, including naming its Executive Officer, hiring staff, and approving and maintaining a separate budget. A memorandum of understanding (MOU) was established in 2001 between the County of Sonoma and Sonoma LAFCO whereby the County Administrator provides professional support staff, facilities, equipment, and supplies to support LAFCO operations. In addition, County Counsel provides legal services.

Staff recommends the Board of Supervisors authorize the County Administrator to sign the FY 2015-16 Memorandum of Understanding (MOU) for staffing, legal counsel, facilities, equipment, and supplies with LAFCO, as well as future year MOUs where the agreement is unchanged. The MOU requested for approval through this Board action has not changed from the prior year. All costs incurred by the County will be reimbursed either through a direct charge to LAFCO or from the LAFCO apportionments.

LAFCO approved the MOU on June 3, 2015, at its regularly scheduled meeting.

### **Prior Board Actions:**

On June 24, 2014, the Board authorized a Memorandum of Understanding for LAFCO staffing, legal counsel, facilities, equipment, and supplies for 14-15. The County has entered into similar agreements since 2001.



<b>Strategic Plan Alignment</b> Goal 4: Civic Services and Engagement			
The County's MOU with LAFCO supports the County's Civic Services and Engagement goal by memorializing a partnership that enhances professional services to the community.			
<b>Fiscal Summary - FY 14-15</b>			
<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$</b>	<b>Total Sources</b>	<b>\$</b>
<b>Narrative Explanation of Fiscal Impacts (If Required):</b>			
<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
FY 2015-16 Memorandum of Understanding			
<b>Related Items "On File" with the Clerk of the Board:</b>			

**MEMORANDUM OF UNDERSTANDING FOR PROFESSIONAL AND SUPPORT  
STAFFING, OFFICE SPACE, EQUIPMENT, SUPPLIES, AND LEGAL SERVICES FOR  
THE LOCAL AGENCY FORMATION COMMISSION OF THE COUNTY OF SONOMA  
FOR FISCAL YEAR 2015-16**

This Memorandum of Understanding (“Agreement”) is made by and between the Local Agency Formation Commission of the County of Sonoma (“the Commission”) and the County of Sonoma (“the County”).

**RECITALS**

**WHEREAS**, the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (“the Act ”) requires the Commission to appoint an executive officer, legal counsel, and such other staff as it deems appropriate, and to make its own provision for necessary quarters, equipment, and supplies; and

**WHEREAS**, the Act allows the Commission to contract with another public agency for personnel and facilities; and

**WHEREAS**, the Commission desires to comply with the requirements of the Act for Fiscal Year 2015-16 by continuing to receive professional and support staff, office space, equipment, and supplies from the Office of the County Administrator (“the County Administrator’s Office”), and legal services from the Office of the County Counsel (County Counsel”); and

**WHEREAS**, the County is willing to have the County Administrator’s Office provide professional and support staff, office space, equipment, and supplies, and County Counsel provide legal services, to the Commission for Fiscal Year 2015-16; and

**WHEREAS**, the Commission intends to appoint its Executive Officer in accordance with the provisions of this Agreement with the understanding that the Executive Officer is a duly qualified individual who will serve as an “at will” employee in order to ensure the independence of such services for the Commission.

**AGREEMENT**

**NOW, THEREFORE**, the Commission and the County agree as follows:

**1. Professional and Support Staff**

(a) The County Administrator’s Office shall provide professional and support staff (“the professional and support staff”) for the day-to-day operations of the Commission. The cost for the professional and support staff shall be funded by appropriations within the Commission’s Fiscal Year 2015-16 budget. Professional staff shall include an employee in the County job class entitled “LAFCO Executive Officer” (“Executive Officer position”) and an employee in the County job class entitled

“Administrative Analyst I/II/III. Support staff shall include an employee in the County job class entitled “Administrative Aid”. The Commission may refer to the individuals in these positions by such titles as may be appropriate for Commission business. The primary responsibility of the professional and support staff shall be to perform duties required by the Act and one hundred percent of their time will be devoted to duties directly or indirectly related to the Commission. The professional and support staff shall be supervised and primarily directed by the employee in the Executive Officer position. The County Administrator shall not provide any direction to the professional and support staff with respect to policy matters or recommendations on matters before the Commission.

(b) The professional and support staff are County employees and all employment actions pertaining to the professional and support staff are the responsibility of and shall be carried out by the County Administrator. The County Administrator may not, however, permanently remove, replace, substitute, or otherwise change any of the professional and support staff without prior communication with the Commission.

(c) The County Administrator shall coordinate the selection of the individual employed in the Executive Officer position with the Commission. The County Administrator will provide a recommendation for the selection and the Commission will have the opportunity to provide input on the final selection. The County Administrator shall be responsible for making the final selection with the prior concurrence of the Commission. Once the final selection is made, the County Administrator shall appoint the individual to the Executive Officer position. The Commission shall appoint the incumbent of the Executive Officer position as the Commission’s Executive Officer in accordance with State Law. The Commission shall be given the opportunity to provide comments to the County Administrator annually on the performance of the individual in the Executive Officer position. The Commission may also provide input or feedback to the County Administrator with respect to the performance of the individual in the Executive Officer position at any other time. In the event that the Commission is dissatisfied with the performance of the individual in the Executive Officer position, and reasonable personnel actions are unsuccessful in resolving the performance issues to the Commission’s satisfaction, the County Administrator will coordinate the selection and appointment of a new individual for the Executive Officer position with the Commission.

## **2. Office Space, Equipment, and Supplies**

The County Administrator’s Office shall provide office space and all necessary equipment and supplies for the Commission. The cost for office space, equipment, and supplies for the Commission shall be funded by appropriations within the Commission’s Fiscal Year 2015-16 budget.

## **3. Legal Services**

(a) County Counsel shall provide legal services to the Commission. The cost for legal services for the Commission shall be funded by appropriations within the Commission’s Fiscal Year 2015-16 budget.

(b) The Commission understands that County Counsel serves as the County's legal advisor and representative on all civil matters. The Commission also understands that County Counsel serves as the legal advisor for a number of other separate legal entities that are governed by the same five (5) individuals that sit as the Board of Supervisors for the County, such as the Sonoma County Water Agency, the Sonoma County Agricultural Preservation and Open Space District, the Sonoma County Community Development Commission, and others (collectively "Related Public Entities"). In addition, County Counsel may, upon request, represent local government entities that are distinct from County government, such as the Commission. From time to time, the interests of the Commission may potentially conflict with the interest of the County or Related Public Entities, such as in a situation where the Commission and the County both require assistance of County Counsel in negotiating a contract with each other. As required by the Rules of Professional Conduct, County Counsel will take all steps necessary to safeguard the confidential information of the Commission in such situation. A copy of County Counsel's internal policy governing the management of conflicts of interest is available to the Commission upon request. Upon execution of the Agreement, the Commission agrees to execute the Waiver of Conflict attached hereto as Exhibit "A," so that County Counsel may continue to represent the County (or Related Public Entities) and the Commission in the absence of an actual conflict. Further should an actual conflict develop between the Commission and the County (or Related Public Entities), the Commission expressly waives its right to disqualify County Counsel from representing the County (or Related Public Entities) in any matter involving the Commission.

**4. Term**

This Agreement shall commence on July 1, 2015, and shall continue in full force and effect until June 30, 2016.

**5. Entire Agreement**

This Agreement 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 Code of Civil Procedure Section 1856.

**6. Amendment**

This Agreement may only be amended in writing by an amendment authorized by the Commission and the County's Board of Supervisors.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as set forth below.

**COMMISSION:**  
Local Agency Formation Commission of  
the County of Sonoma

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
Mark Bramfitt, Executive Officer

**COUNTY:**  
County of Sonoma

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
Veronica A. Ferguson, County Administrator

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Chief Deputy County Counsel

EXHIBIT "A"  
GENERAL WAIVER OF CONFLICT

WHEREAS, the Office of the Sonoma County Counsel ("County Counsel") serves as the legal advisor and representative in all civil matters for the County of Sonoma ("the County"); and

WHEREAS, County Counsel also serves as the legal advisor for a number of other separate legal entities that are governed by the same five (5) individuals that sit as the Board of Supervisors for the County, such as the Sonoma County Water Agency, the Sonoma County Agricultural Preservation and Open Space District, the Sonoma County Community Development Commission, and others (collectively "Related Public Entities"); and

WHEREAS, County Counsel may, upon request, represent local governmental entities that are distinct from County government, such as the Local Agency Formation Commission of the County of Sonoma ("the Commission"); and

WHEREAS, from time to time, the interests of the Commission may potentially conflict with the interests of the County or Related Public Entities; and

WHEREAS, the Commission acknowledges that a potential conflict of interest may arise from the fact that the County or Related Public Entities may have divergent interests from the Commission in transactions involving the Commission and the County or the Commission and Related Public Entities, such as in a situation where the Commission and the County both require assistance of counsel in negotiating a contract with each other; and

WHEREAS, while transactional matters generally do not raise any specific potential for litigation between the parties, it is important for both parties to understand the potential conflict before agreeing to waive it; and

WHEREAS, the Commission wishes County Counsel to provide legal services notwithstanding such potential conflict; and

WHEREAS, in order to provide prompt legal services to all parties on transactions involving the parties, County Counsel is requesting a waiver from the Commission;

NOW, THEREFORE, the Commission hereby acknowledges that the nature of such potential conflicts has been explained, in particular by reference to the legal opinion set forth in *Civil Service Commission of San Diego County v. County of San Diego* (1984) 163 Cal. App. 3d 70, 78-79, which states, in part:

"The principle precluding representing an interest adverse to those of a current client is based not on any concern with the confidential relationship between

attorneys and client but rather on the need to assure the attorney's undivided loyalty and commitment to the client. (*Jeffry, supra*, 67 Cal.App.3d at pp. 9- 10, 136 Cal.Rptr. 373; see also *Grievance Com. of Bar of Hartford County v. Rottner* (Conn. 1964) 203 A.2d 82, 84.) The attorney who represents a client with interests adverse to another current client encounters the very real danger "that he will be tempted, perhaps unconsciously, to favor the interest of a particularly important client over the adverse or potentially adverse interest of a less favored client." (Developments in the Law--Conflicts of Interest in the Legal Profession (1981) 94 Harv. L. Rev. 1244, 1296.) Here there is every reason to believe that County Counsel would be tempted to favor the interests of the County in giving advice to the [Civil Service] Commission. The Commission's primary, if not sole function, is to pass judgment on the conduct of the County toward its employees. Every Commission decision has the potential of being adverse to one of the County's constituent agencies. Because County Counsel is directly responsible to the Board of Supervisors, it is difficult to conceive how any member of the County Counsel's office can render independent advice to the Commission. The structure of the system would appear necessarily to skew such advice in favor of the County and against the county employees. And even in those circumstances where County Counsel renders advice to the Commission favoring the employee, such advice places him in a position adverse to his client, the County."

The Commission hereby agrees to waive any potential conflicts of interest between the Commission and the County and between the Commission and Related Public Entities.

The Commission further agrees to waive the right to disqualify County Counsel from representing the County or any Related Public Entity over any conflict between the Commission and the County or between the Commission and any such Related Public Entities.

COMMISSION: Local Agency Formation Commission of the County of Sonoma

By: \_\_\_\_\_  
Mark Bramfitt, Executive Officer

Date: \_\_\_\_\_



## County of Sonoma Agenda Item Summary Report

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

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

**To:** Board of Supervisors

**Board Agenda Date:** June 23, 2015

**Vote Requirement:** Majority

**Department or Agency Name(s):** County Administrator

**Staff Name and Phone Number:**

Veronica Ferguson 565-2241

**Supervisorial District(s):**

All

**Title:** Adopt a Living Wage Ordinance

### **Recommended Actions:**

Adopt a Living Wage Ordinance adding Article XXVI to Chapter 2 of the Sonoma County Code to provide for payment of a living wage. (Second Reading)

### **Executive Summary:**

On June 9, 2015, the Board accepted an update on investments in poverty reduction strategies throughout county departments, and adopted a Resolution introducing, reading the title of, and waiving further reading of the proposed ordinance to provide payment for a living wage.

The Board adopted a resolution introducing the ordinance with the following amendments:

1. Authorized a living wage rate at the amount of \$15 per hour or \$13.50 per hour for employers paying at least \$1.50 per hour for employer paid health benefits; and
2. Directed county staff to work collaboratively with non-profit organizations to develop a plan to include them in the living wage ordinance.

The proposed ordinance is included in this item as Attachment A. Key elements of the ordinance include the following:

1. *A living wage rate of \$15 per hour.* A \$15 per hour wage rate ensures that a single resident of the County will earn enough to meet his or her basic needs while recognizing the tradeoffs inherent in a higher wage rate. These tradeoff include higher costs for the County, increased incentives for employers to reduce hours or positions or benefits, and additional difficulties for Sonoma County employers who must compete with employers who do not contract with the County and would therefore not need to comply with the living wage ordinance.
2. *\$1.50/hour credit for benefits provided.* The wage rate would be adjusted by up to \$1.50/hour for employers that provide a sufficient level of benefits to their workers.



3. *Covered employees to include county staff and employees of County service contractors.* County employees would be covered as well as employees of County for profit service contractors as long as the contract amount exceeds \$25,000 per year, the employer has at least 20 employees, and the workers spend at least 20% of their time on County projects. Employees of non-profits would not be covered, however the County will collaborate with these entities to explore best strategies for inclusion in the \$15 an hour living wage provision. In-Home Supportive Services workers are exempt and will continue to set wage rates through collective bargaining.
4. *Applies to recipients of County economic development assistance.* Employees of businesses and other for-profit entities that receive more than \$100,000 in county economic development assistance, including loans or other cash and/or non-cash assistance in any twelve-month period would also be covered.

**Prior Board Actions:**

June 9, 2015: The Board accepted an update on investments in poverty reduction strategies and adopted a resolution to introduce and waive the reading of the proposed ordinance.

May 19, 2015: The Board authorized \$655,000 in funding to implement the First 5 Sonoma County Preschool Facilities Grant Program to restore and expand preschool slots.

January 6, 2015: The Board authorized agreements with United Way of the Wine Country (\$27,800) and the Volunteer Center (\$31,950) to provide Volunteer Income Tax Assistance (VITA) services.

December 9, 2014: The Board authorized an agreement for \$161,000 with the Redwood Empire Food Bank to provide CalFresh education and application assistance.

November 24, 2014: The Board accepted a report on strategies to reduce poverty in Sonoma County, and directed the County Administrator to return with a Living Wage Ordinance and prioritize strategies to address poverty the FY 15-16 budget in the amount of \$1 million.

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

Strategies to address poverty in Sonoma County are directed linked to the County's Safe, Healthy and Caring Community goal, which includes the desired outcome of community members who are sheltered and socially supported.

**Fiscal Summary - FY 14-15**

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

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

**Ordinance No. \_\_\_\_**

**An Ordinance of the Board of Supervisors of the County of Sonoma, State of California,  
Adding Article XXVI to Chapter 2 of the Sonoma County Code to Provide for Payment of a  
Living Wage**

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

**Section I. Findings.** In enacting this ordinance the Board of Supervisors makes the following findings:

(a) The health and welfare of all Sonoma County residents is benefited and advances when Sonoma County workers are paid a living wage;

(b) The County awards many contracts to private sector employers to provide services to the County in accordance with those contracts;

(c) According to the U.S. Census Bureau, more than one out of every ten Sonoma County residents lives in poverty. The payment of inadequate wages to those workers tends to negatively affect the quality of services provided to the County and its residents by fostering high turnover and instability in the workplace;

(d) In 2014, the Board of Supervisors set as a priority the development of a systematic approach to addressing income inequality and poverty in Sonoma County, including the evaluation of a living wage ordinance as one component of a balanced strategy for reducing poverty;

(e) The payment of a living wage will increase the ability of low wage workers to attain sustenance, decrease the amount of poverty and reduce the amount of taxpayer funded services provided in the County of Sonoma;

(f) Some employers who provide contract services to the County do not provide health insurance benefits to their employees. This factor may negatively affect worker performance and the quality of services delivered to the County and its residents, and could result in unwarranted employee absenteeism and negatively impact local and State health programs. These problems may be favorably impacted if employers provide reasonable health insurance benefits to their employees; and

(g) Living wage jobs will decrease poverty, increase consumer income, and invigorate neighborhood businesses.

(h) It is the intent of the Board of Supervisors that the provisions of this ordinance shall apply equally to all entities who enter service contracts with or receive economic development assistance from the County, regardless of whether those entities are operated for profit or as nonprofits. However, to avoid unintended impacts to nonprofit organizations, the Board of Supervisors intends to phase in application of the living wage requirements to

nonprofits only after conducting a series of stakeholder meetings with affected nonprofits to determine the impact of the living wage ordinance on their respective operations.

**Section II. Amendment of Sonoma County Code.** Article XXVI is hereby added to Chapter 2 of the Sonoma County Code to read as follows:

**Article XXVI – Living Wage.**

**Sec. 2-373. – Short title.**

This article shall be known as the County of Sonoma “Living Wage Ordinance.”

**Sec. 2-374. – Purpose.**

The purpose of this article is to implement a policy that to help low wage workers earn an hourly wage that is sufficient to live with dignity and to achieve economic self-sufficiency. The county contracts with many businesses and organizations to provide services to the public, and provides financial assistance to a variety of entities for the purpose of promoting economic development and job growth. Such public expenditures should also be spent to set a community economic standard that permits workers to live above the poverty level. The establishment of a living wage ordinance is one component of a more comprehensive strategy to address poverty in Sonoma County. The board of supervisors finds that the use of county funds to provide living wage jobs will decrease poverty, increase consumer income, invigorate neighborhood businesses, and reduce the need for taxpayer-funded social service programs

**Sec. 2-375. – Definitions.**

The following words and phrases, whenever used in this article shall have the meanings defined in this section unless the context clearly requires otherwise:

- (a) “Awarding authority” means the county department, officer, or agency that recommends or is otherwise responsible for the administration of a service contract.
- (b) “Business” means any individual, proprietorship, partnership, joint venture, corporation, limited liability company, trust, association, or other entity operated for profit that may employ individuals or enter into service contracts. “Business” does not include nonprofit organizations.
- (c) “County” means the unincorporated area of the County of Sonoma, any county officer or board, commission, committee or other body, any county department or agency head, and any county employee authorized by the board of supervisors to enter into a contract with a covered employer, as defined under this article.
- (d) “County economic development assistance recipient” means any covered employer, as defined under this article, which receives direct financial assistance from the county in the form of grants, loans, or loan guarantees, in-kind services, waivers of county fees, interests in real property, or other valuable consideration totaling one hundred thousand dollars or more in any twelve-month period.

- (e) “Covered employer” means those persons and entities described in Section 2-376(a) of this article.
- (f) “Employee” means an individual employed by a service contractor or county economic development assistance recipient, as defined under this article, performing direct services during any applicable pay period on work funded—either in whole or in part—pursuant to a service contract, as defined under this article, or in connection with county economic development assistance agreement, unless said employee spends less than twenty percent (20%) of his or her work time on work arising from a service contract or in connection with a county economic development assistance agreement, including subcontracts arising thereunder, during the term of the covered service contract or county economic development assistance agreement. Employee also includes a county employee, except full or part-time county employees who are in the student aide or seasonal job classifications and employees subject to a bona fide collective bargaining agreement as described in Section 2-376 (c)(10).
- (g) “Nonprofit” means an organization described in Section 501(c) of the Internal Revenue Code of 1954 or any successor statute that is exempt from taxation under Section 501(c) of that code, or any nonprofit educational organization qualified under Section 23701(d) of the Revenue and Taxation Code or any successor statute.
- (h) “Service contract” means a contract for services, as defined under this article, entered or to be entered into by the county with a business or other for profit entity that involves an expenditure in excess of twenty-five thousand dollars within any twelve-month period. Where the same business or for profit entity has or will have one or more contract(s) with the county that, cumulatively, involve an expenditure in excess of twenty-five thousand dollars within a twelve-month period, each such contract shall be deemed a “service contract” for purposes of this article.

The term “service contract” specifically does not include:

1. A contract subject to federal or state laws or regulations that would preclude application of the living wage requirement otherwise applicable pursuant to this article;
  2. A contract between the county and another governmental entity;
  3. A contract between the county and a nonprofit entity;
  4. A public works contract wherein the prevailing wage requirements of Division 2, Part 7, of the California Labor Code apply, except as provided otherwise in Section 2-379(c)(6);
  4. Community block grant contracts where the county acts as the fiscal liaison for public entities other than the county.
- (i) “Service contractor” means a business or other for profit entity that enters into a service contract with the county except those contractors who enter into public works contracts governed by the California Public Contracts Code and subject to the prevailing wage

requirements of Division 2, Part 7, of the California Labor Code, and except as provided otherwise in Section 2-379(c)(6).

- (j) “Services” means any professional, technical, or non-technical services provided under a service contract with the county.
- (k) “Subcontractor” means any person or entity, other than an employee, that enters into a contract with a service contractor or a county economic development assistance recipient to assist the service contractor or county economic development assistance recipient in the performance of a service contract or county economic development assistance agreement. The term “subcontractor” specifically includes personnel leasing agencies, temporary employee agencies, and other persons or entities, other than an employee, who supply personnel to a service contractor for the purpose of performing the services covered by a service contract or county economic development assistance agreement.

**Sec. 2-376. – Application of this article.**

- (a) Covered employers. The persons and entities described below shall comply with the living wage standards established by this article if they employ more than twenty (20) employees:

- (1) The county, all its agencies, departments, and offices.
- (2) For-profit service contractors that receive service contract(s) totaling \$25,000 or more from the county in a twelve-month period.
- (3) Businesses and other for-profit entities that receive more than \$100,000 in county economic development assistance, including loans or other cash and/or non-cash assistance in any twelve-month period.
- (4) Subcontractors of any of the persons or entities described in subparagraphs (2) and (3), above, provided that: (i) the subcontractors’ employees are engaged in county funded services and (ii) the subcontractors have \$50,000 or more in annual gross receipts from all sources.

Notwithstanding any provision in this article to the contrary, no entity other than the county shall be deemed a covered employer until they receive a new service contract or county economic development assistance from or through the county after the effective date of this article, as more fully provided in Section 2-389 below.

- (b) Exemptions—entities or businesses. The requirements of this article shall not apply to the following entities or businesses:

- (1) Government agencies, including, without limitation, cities, other counties, and state agencies;
- (2) Service contractors, county economic development assistance recipients, and subcontractors with fewer than 20 employees ;
- (3) Nonprofit organizations;
- (4) Leaseholders leasing property from the county;

- (5) In-patient health and mental health providers, unless the county occupies seventy-five percent or more of their beds.
- (c) Exemptions—employees. The requirements of this article shall not apply to the following employees:
- (1) An employee participating in a temporary job-training program approved by the county in which a significant component of the employee's training consists of acquiring specialized knowledge, abilities, skills, or job readiness. For the purposes of this exemption, "temporary job-training program" shall mean a program that does not exceed six (6) months.
  - (2) An employee employed on a temporary or seasonal project which does not exceed six (6) months in duration, including, without limitation, internships where the intern is receiving academic credit or other non-monetary job training benefits.
  - (3) Volunteers, including part-time firefighters and part-time firefighters with EMT certification, part-time paramedics and part-time emergency medical technicians, provided there is no replacement or displacement of existing firefighter positions or employees.
  - (4) Participants in the Sonoma County Youth Ecology Corps program.
  - (5) Participants in the county's prisoner work release program pursuant to the provisions of Article VII of this chapter.
  - (6) Employees of service contractors engaged on county public works projects subject to the requirements of Division 2, Part 7, of the California Labor Code, or any successor statute, when said code requires compensation greater than that required by this article.
  - (7) Employees who are standing by or on-call according to the criteria established by the Fair Labor Standards Act, 29 U.S.C. Section 201, or any successor statute. This exemption shall apply only during the time when the employee is actually standing by or on-call.
  - (8) Any disabled employee who (i) is covered by a current sub-minimum wage certificate issued to the employer by the U. S. Department of Labor; or (ii) would be covered by such a certificate but for the fact that the employer is paying a wage equal to or higher than the minimum wage.
  - (9) An employee for whom application of the requirements of this article is prohibited by state or federal law.
  - (10) An employee subject to a bona fide collective bargaining agreement where the waiver of the provisions of this article are set forth in clear and unambiguous terms in such an agreement.
  - (11) County employees during their first six months of employment which is considered a training or probationary period.

- (d) Waivers. Waivers may be requested by any covered employer or by the county administrator on his or her own volition.
- (i) Request from covered employer. Any covered employer which contends that it is unable to pay all or part of the living wage mandated by this article must submit a written request for a waiver to the county administrator or his or her designee who may recommend a waiver to the board of supervisors. The waiver request shall provide a detailed explanation of the covered employer's particular hardship and shall do all of the following:
- (1) Set forth the reasons for the covered employer's inability to comply with the provisions of this article, including a complete cost accounting for the proposed work to be performed under a service contract or in connection with the economic development assistance sought, including wages and benefits to be paid all employees, as well as an itemization of the wage and benefits paid to the five highest paid individuals employed by said covered employer.
  - (2) Demonstrate that the waiver will further the interests of the county in creating training positions which will enable employees to advance into permanent living wage jobs or better and will not be used to replace or displace existing positions or employees or to lower the wages of current employees.
- (ii) Recommendation from county administrator. In addition, the county administrator may independently recommend that the board of supervisors approve waivers, either with or without conditions, to any of the requirements and regulations set forth in this article where any of the following conditions exist:
- (1) The services to be provided are available from a single source and meeting the requirements of this article would cause that source a demonstrated economic hardship; or
  - (2) The exception is necessary to provide emergency services essential to mitigate or prevent possible threats to public safety or public health for a limited period of time; or
  - (3) All bidders for the service to be provided would suffer demonstrated economic hardships complying with the requirements of this article and none of the bidders propose that they can comply with those requirements; or
  - (4) Any other circumstances that the board of supervisors finds to be in the public interest.
- (iii) Findings. Waivers from the article are disfavored and will be granted only where the balance of competing interests weighs clearly in favor of granting the waiver. The board of supervisors may grant a waiver only upon a finding and determination that:
- (1) The covered employer seeking the waiver has demonstrated economic hardship and the requested waiver will further the interests of the county in providing



training positions which will enable employees to advance into permanent living wage jobs or better; or

- (2) The county administrator has demonstrated that one of the requisite conditions set forth in subparagraph (ii) of this subsection (d) exists to justify the grant of a waiver.

No waiver shall be granted if the effect of the waiver is to replace or displace existing positions or employees or to lower the wages of current employees.

**Sec. 2-377. – Living wage requirements.**

- (a) Payment of living wage. Covered employers shall pay employees providing services pursuant to a service contract or in connection with a county economic development assistance agreement no less than a living wage as set forth in this article. The living wage requirement imposed by this article shall be binding upon the assignees and successors in interest of any service contractor, county economic development assistance recipient, or subcontractor to which this article applies.
- (b) Rate. Covered employers subject to this article shall pay employees no less than a living wage for services financed or supported by county funds for the time those employees are engaged in providing services to or funded by the county. As used in this section, the “living wage” means, for the period July 23, 2015 through December 31, 2016, no less than thirteen dollars and fifty cents per hour if the covered employer provides health benefits that conform to the requirements of subsection (c) of this section; otherwise no less than fifteen dollars per hour, if the covered employer does not provide health benefits. The living wage shall be adjusted annually thereafter as provided in subsections (d) and (e) of this section.
- (c) Health benefits. Health benefits required by this section shall consist of the payment of at least one dollar and fifty cents per hour towards the provision of health care benefits for the employee and his/her dependents. The service contractor, county economic development assistance recipient, or subcontractor must provide written proof of the provision of such benefits to the county purchasing agent or other awarding authority during the procurement or contracting process.
- (d) Adjustments. Prior to the conclusion of the initial period set forth in subsection (a)—and annually thereafter—the county administrator or designee shall review the living wage set forth in subsection (a). In determining whether to recommend that the board of supervisor implement adjustments to the living wage, the county administrator shall consider the annual cost of living increase during the preceding year in the Consumer Price Index for all urban consumers in the San Francisco-Oakland-San Jose Consolidated Metropolitan Statistical Area, as published in October of each year by the U.S. Department of Labor, Bureau of Labor Statistics. Any adjustment made to the minimum hourly living wage (i) shall not exceed the annual increase in cost of living as measured by said Consumer Price Index; (ii) shall be adopted by resolution of the board of supervisors, (iii)

shall take effect on January 1 of each year; and (iv) shall be posted by the county administrator on its website for the notice of all county departments, contractors and subcontractors. No automatic cost of living adjustment shall be made to the living wage.

**Sec. 2-378. – Bidding preference.**

A five percent bidding preference shall be provided to any service contractor who certifies that at least fifty percent of the workforce that will be used to perform the service contract will be Sonoma County residents. Said bidding preference shall be applied in accordance with the procedures set forth in the county's local preference policy for services.

**Sec. 2-379. – Required language for all bid documents and contracts.**

All bid documents, economic development assistance applications, and service contracts shall contain the following paragraph or substantially similar language:

The contractor/economic development assistance recipient shall comply with any and all federal, state and local laws—including, but not limited to the County of Sonoma Living Wage Ordinance—affecting the services provided by this contract. Without limiting the generality of the foregoing, the contractor/economic development assistance recipient expressly acknowledges and agrees that this contract/ economic development assistance agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the contract/economic development assistance agreement will be considered a material breach and may result in termination of the contract/ economic development assistance agreement or pursuit of other legal or administrative remedies.

**Sec. 2-380. – Contractor certification and eligibility.**

(a) During the term of a service contract or county economic development assistance agreement, the service contractor, county economic development assistance recipient, and any subcontractor shall certify to the county and maintain documentation demonstrating that each employee employed any percentage of time on county financed activities is: (1) being compensated at no less than the living wage rate while working in connection with services provided pursuant to the service contract or in connection with the county economic development assistance agreement, or is otherwise exempt pursuant to the provisions of this article, and (2) for those employees being compensated at the lower rate with health benefits specified in Section 2-377, subsection (b), documentation must be maintained demonstrating that each such employee was provided health benefits. Such documentation must be retained for at least two years following completion or termination of the contract. County representatives shall be permitted to review and make copies of such documentation at all reasonable times during performance or following completion or termination of the service contract.

(b) All service contractors, county economic development assistance recipients, and subcontractors who render services covered by the provisions of this article shall furnish to county a certification(s), under penalty of perjury, by the service contractor or county

economic development assistance recipient stating that the service contractor or county economic development assistance recipient, and any subcontractor(s), is in full compliance with the provision of the County of this article. The certification shall be in substantially the following language:

I hereby certify under penalty of perjury, under the laws of the State of California, that the services invoiced have been rendered and that contractor and any subcontractor(s) are in full compliance with the provisions of the County of Sonoma Living Wage Ordinance (Sonoma County Code, Chapter 2, Article XXVI).

- (c) Service contractors, county economic development assistance recipients, and subcontractors must provide written notice to each covered employee who is engaged in work pursuant to a service contract or in connection with a county economic development assistance agreement. The notice shall specify the living wage rate, minimum health benefit, if applicable, and that an employee has grievance rights if he/she believes his/her rights under this article are being violated. A copy of the notice must be made available to all covered employees, must be posted prominently in languages spoken by at least twenty-five percent of the workforce, and a copy must be submitted to the awarding agency.

**Sec. 2-381. – Administration of this article.**

- (a) Responsibility for administration of this article will be shared among awarding authorities, the county purchasing agent, and county administrator's office. The county administrator's office will be responsible for general oversight of this article and for developing a procedure setting forth how this article is to be applied, and describing complaint and appeal processes for determining compliance with this article.
- (b) The county administrator or his/her designee shall have the right to conduct an investigation as to whether a service contractor, county economic development assistance recipient, or subcontractor is complying with the terms of this article. Such investigation shall include the right to audit the books of the service contractor or county economic development assistance recipient and/or subcontractors, if any, and the right to inspect all records of the service contractor or county economic development assistance recipient and/or subcontractor relating to the service contract or county economic development assistance agreement.
- (c) The county purchasing agent and all awarding authorities are directed to incorporate appropriate language into all relevant bid documents, requests for proposals, county economic development assistance applications, and similar materials relating to service contracts or county economic development assistance agreements, and into all purchase order and other service contracts, issued, renewed, or extended on or after the effective date of this article, requiring the contractor and any subcontractors to comply with the requirements of this article.

(d) Annually, each awarding authority within the county is directed to submit information to the county purchasing agent regarding the status of service contracts and county economic development assistance agreements within its purview. Commencing on February 1, 2016, and during each subsequent February, the county purchasing agent will prepare and submit a report to the county administrator's office listing those service contracts and county economic development assistance agreements, which required payment of a living wage rate pursuant to this article and any information the county administrator or his/her designee deems necessary in order to assess the impact of this article.

**Sec. 2-382. – Contract sanctions.**

If a service contractor or county economic development assistance recipient violates any provision of this article, the county may take one or more of the following actions:

- (a) Suspend or terminate the service contract or county economic development assistance agreement;
- (b) Require the service contractor or county economic development assistance recipient to pay: (1) any amounts underpaid in violation of this article, and (2) an administrative fee and/or penalty of up to two thousand five hundred to reimburse the county administrator's office for investigation and enforcement, including county counsel's time as a condition of avoiding suspension or termination;
- (c) Recommend to the board of supervisors that a service contractor, county economic development assistance recipient, or subcontractor be barred from award of future county service contracts, county economic development assistance agreements, or subcontracts for a period of time consistent with the seriousness of the violation, not to exceed three years.

**Sec. 2-383. – Annual reports.**

The county administrator shall provide annual reports to the board of supervisors on the implementation and effect of this article.

**Sec. 2-384. – Grievances.**

An employee who believes his/her rights have been violated under this article may file a grievance with the county administrator's office within ninety days of the alleged violation. Grievances are to be reviewed within a sixty day period. If the complaint is substantiated then the county may apply any of the following administrative remedies:

- (1) Require the service contractor, county economic development assistance recipient, or subcontractor to pay restitution of the difference in wages paid and the appropriate living wage rate for the complainant and all co-workers similarly affected; the service contractor, county economic development assistance recipient, or subcontractor shall pay such restitution and provide proof to the county administrator of such payment;

- (2) Terminate the existing service contract or county economic development assistance agreement;
- (3) Disqualify the service contractor, county economic development assistance recipient, or subcontractor from contracting with county for a period of up to three years; and/or
- (4) Impose an administrative fee to reimburse the county administrator for its investigation and enforcement, including county counsel's time and the imposition of a penalty. The administrative fee and/or penalty shall not exceed two thousand five hundred dollars.

**Sec. 2-385. – Employer retaliation prohibited.**

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit or any statutory benefit to any employee, who has reported a violation or perceived violation of this article to the board of supervisors, the county administrator's office, an awarding authority, or the county purchasing agent.

**Sec. 2-386. – Employee remedies.**

This article shall not be construed to limit an employee's rights to bring any legal action for violation of his/her rights under the article. An employee may bring an action against a service contractor, county economic development assistance recipient, or subcontractor in the courts of the state of California for damages caused by an employer's violation of this article. This article does not authorize an award of costs, expenses or attorney's fees against the county.

**Sec. 2-387. – No criminal penalty.**

Notwithstanding any provision of this article or any other ordinance to the contrary, no criminal penalties shall attach for any violation of this article.

**Sec. 2-388. – Procedures for implementation.**

The county administrator or his/her designee is hereby authorized to develop procedures to implement and enforce the provisions of this article.

**Sec. 2-389. – Effective date.**

This article shall apply only to new contracts made after the effective date of this article that are for a term or extended term beginning on or after July 23, 2015. For purposes of this article, the term "new" includes any arrangement entered into after the effective date or the extension or renewal of a preexisting agreement or arrangement which involves newly negotiated or modified terms other than adjustment of terms pursuant to a formula or pre-set schedule, such as a Consumer Price Index. A subcontractor shall be deemed to have received a new service contract through the county when the business to whom it is subcontracting receives a new service contract or economic development assistance.

**Section III. Severability.** If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional and invalid, such decision shall not affect the validity of the remaining portion of this Ordinance. The Board of Supervisors hereby declares that it would have passed this Ordinance and every section, subsection, sentence,

clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

**Section IV. Compliance with CEQA.** Adoption and implementation of this ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15061(b)(3) of the State CEQA Guidelines because it can be seen with certainty that there is no possibility that this ordinance may have a significant effect on the environment. Adoption and implementation of the provisions of the ordinance will not result in any direct physical change to the environment on their own. The County Administrator's Office is directed to file a notice of exemption in accordance with CEQA and the State CEQA Guidelines.

**Section V. Inclusion in the Sonoma County Code.** It is the intention of the Board of Supervisors that the text in Section II of this ordinance be made a part of the Sonoma County Code and that the text may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase to accomplish this intention.

**Section VI. Effective Date and Publication.** This Ordinance shall be and the same is hereby declared to be in full force and effect from and after July 23, 2015, and shall be published once before the expiration of fifteen (15) days after passage, with the names of the Supervisors voting for or against the same, in *The Press Democrat*, a newspaper of general circulation published in the County of Sonoma, State of California.

In regular session of the Board of Supervisors of the County of Sonoma introduced on the 9<sup>th</sup> day of June, 2015, and finally passed and adopted this 23<sup>rd</sup> day of June 2015, on regular roll call of the members of said Board by the following vote:

**Supervisors:**

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

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

**SO ORDERED.**

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Chair, Board of Supervisors  
County of Sonoma

**ATTEST:**

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Clerk of the Board of Supervisors



## County of Sonoma Agenda Item Summary Report

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

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

**To:** Sonoma County Board of Supervisors

**Board Agenda Date:** June 23, 2015

**Vote Requirement:** 4/5

**Department or Agency Name(s):**

**Staff Name and Phone Number:**

Veronica Ferguson, 565-2431

**Supervisorial District(s):**

All

**Title:** Transfer of FY 2014 1991 Realignment Funds

**Recommended Actions:**

Adopt a Resolution authorizing a 10% or \$2,600,000 transfer of FY 2014-15 1991 State Realignment funds from Human Services to Health Service.

**Executive Summary:**

This item seeks the Board's approval of a transfer \$2,600,000 from the Human Services 1991 Realignment account to the Health Services 1991 Realignment account. Welfare and Institution Code Section 17600.20(a) allows counties to transfer up to 10% of realignment funds between the various sub accounts that were realigned in 1991. This provision of the Welfare and Institution Code was created to give counties flexibility to make use of realignment funds in the best manner possible to serve the community.

As your Board is aware, due to the improving economy revenues received by the Human Services Department have improved dramatically, while the revenues supporting the services administered by the Department of Health Services have experienced more modest revenue improvements. The Human Services Department has analyzed their funding needs for the coming year and with your Board's approval of the FY 2015-16 budget feel confident that they will have sufficient funds to administer their service delivery plan for the coming year. The transfer of funds will assist the Department of Health Services with their cash flow needs that result from reimbursement delays from state and federal sources funding sources.

To make this adjustment for revenue residing within the Human Services 1991 Realignment account, the transfer must be approved by your Board at a regularly scheduled public meeting before the end of the fiscal year.

**Prior Board Actions:**

**Strategic Plan Alignment**      Goal 2: Economic and Environmental Stewardship

**Fiscal Summary - FY 14-15**

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

**Narrative Explanation of Fiscal Impacts (If Required):**

Transfer \$2,600,000 from the Human Services

**Staffing Impacts**

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

**Narrative Explanation of Staffing Impacts (If Required):**

**Attachments:**

Resolution

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





County of Sonoma  
State of California

Date: June 23, 2015

Item Number: \_\_\_\_\_

Resolution Number: \_\_\_\_\_



4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,**

**Whereas,** the State Legislature enacted Assembly Bill 1491 in fiscal year 1991-1992, which transferred or realigned the responsibility and funding for the provision of public health, mental health, and social services programs to county governments; and

**Whereas,** this shift of revenue and responsibility is known as Realignment and it also provides flexibility to counties to address local conditions within Welfare and Institution Code Section 17600.20(a), which allows up to a 10% transfer of funds between the local health and social services accounts; and

**Now, Therefore, Be It Resolved** that the Board of Supervisors finds a transfer of FY 2014-15 Realignment revenue between the social service and public health subaccounts to be the most cost effective use of available revenues to maximize client outcomes; and

**Be It Further Resolved** the Board of Supervisors authorizes the transfer of \$2,600,000, or 10% of 1991 Realignment funds from the Human Services Realignment Special Revenue Fund 11405 to the Health Realignment Special Revenue Fund 11991.

**Supervisors:**

Rabbitt:

Zane:

Gore:

Carrillo:

Gorin:

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:** 15  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** June 23, 2015

**Vote Requirement:** Majority

**Department or Agency Name(s):** County Counsel

**Staff Name and Phone Number:**

Bruce D. Goldstein (707) 565-2421

**Supervisorial District(s):**

All

**Title:** Contract to provide legal services to Tomales Village Community Services District

### **Recommended Actions:**

Authorize County Counsel to execute an agreement for Sonoma County Counsel to provide the Tomales Village Community Services District with legal services for a two year term effective June 1, 2015, with anticipated revenue of less than \$10,000.

### **Executive Summary:**

Tomales Village Community Services District is a government agency dedicated to operating and maintaining the local wastewater treatment system for the village of Tomales, located in Marin County. Due, in part, to possible conflicts of interest, the Marin County Counsel has requested a contract with Sonoma County Counsel to provide legal services to include employment and other matters. The Sonoma County Counsel will bill for its services at its regular hourly rate.

Attorney liability insurance is generally required by law and this action makes explicit that coverage is provided to County Counsel through the County liability program. Any claims for recovery for negligence would fall under the County's self-insurance program.

### **Prior Board Actions:**

N/A

**Strategic Plan Alignment** Goal 4: Civic Services and Engagement

This agreement aligns with the Civic Services and Engagement goal by authorizing a partnership between Sonoma and Marin counties that will enable Sonoma County to assist a regional partner in meeting a critical need.

**Fiscal Summary - FY 14-15**

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

**Narrative Explanation of Fiscal Impacts (If Required):**

Agreement would provide anticipated revenue of less than \$10,000. No adjustments to the FY 15-16 budget are anticipated, but if necessary an adjustment will be made through the consolidated budget process.

**Staffing Impacts**

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

**Narrative Explanation of Staffing Impacts (If Required):**

**Attachments:**

Legal Services Agreement

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

## LEGAL SERVICES AGREEMENT

The Tomales Village Community Services District (“TVCS D”) and the Office of the Sonoma County Counsel (“Counsel”) enter into this agreement for legal services which shall become effective on the date set forth in Section 1. Counsel is authorized to provide legal services upon TVCS D’s request pursuant to Government Code sections 26520 and 27642.

1. Effective Date.

This Agreement shall be effective June 1, 2015, and shall continue in effect until terminated as specified in Section 10.

2. Scope of Services.

The Office of the County Counsel will provide legal services upon request of TVCS D, such services may include advice on employment and other matters. TVCS D is retaining the Office of County Counsel, not any particular attorney, and the attorney services to be provided to TVCS D will not necessarily be performed by a particular attorney. This Agreement does not cover litigation services of any kind, whether in court, arbitration, administrative hearings, or governmental agency hearings. Separate arrangements must be agreed to for those services.

3. Compensation for Services.

In consideration for Counsel’s performance, TVCS D shall pay Counsel the amount determined to be the hourly cost to the County of Sonoma (“County”) of providing such service which is determined every fiscal year when County adopts its annual budget. Such amount may be adjusted annually as of July 1 to reflect the actual cost of providing such services. In addition, TVCS D shall be billed for actual costs and reasonable expenses incurred by the Office of the County Counsel in providing service requested by TVCS D. The hourly rate for services of County Counsel for FY 2015/16 is \$231.00.

4. Billing and Payment.

Charges for services rendered pursuant to the terms and conditions of this Agreement shall be billed one month in arrears. Time will be billed in quarter-hour increments, rounded off for each particular activity to the nearest quarter-hour. The minimum charged for any particular activity will be one quarter hour. The time charged will include the time Counsel spends on telephone calls relating to TVCS D matters, including calls with TVCS D and other parties and attorneys. The legal personnel assigned to TVCS D matters may confer among themselves about the matter, as required and appropriate. When they do confer, each person will charge for the time expended,

as long as the work done is reasonably necessary and not duplicative. Likewise, if more than one of the legal personnel attends a meeting or other proceeding, each will charge for the time spent. Payment shall be made by TVCSD to Counsel at the address specified in Section 11 within thirty (30) days of the invoice date.

5. Authorized Representative of TVCSD.

The parties understand that Counsel has been retained to represent the interests of TVCSD as a whole. In order to facilitate Counsel's representation of TVCSD, TVCSD will designate an authorized representative to direct Counsel and to be the primary person to communicate with Counsel regarding the subject matter of Counsel's representation of TVCSD under this Agreement. This designation is intended to establish a clear line of authority and to minimize potential uncertainty, but not to preclude communication between Counsel and other representatives of TVCSD.

6. Responsibility of TVCSD.

TVCSD will be truthful and cooperative with Counsel and keep Counsel reasonably informed of developments and of TVCSD's address and telephone number.

7. Conflict of Interest.

No attorney shall be assigned to represent or advise TVCSD on any matter in which that attorney has a personal financial interest. In the event a conflict arises during the course of representation, Counsel shall take such steps as might be necessary to provide TVCSD with substitute counsel.

8. Representational Conflicts.

TVCSD understands that Counsel serves as the legal advisor and representative for the County of Sonoma and the Sonoma County Employees' Retirement Association (TVCSD). Counsel also serves as the legal advisor for a number of other separate legal entities such as the Sonoma County Water Agency, the Sonoma County Agricultural Preservation and Open Space District, the Community Development Commission, and other local entities and special districts distinct from County government (referred to as "Related Public Entities"). From time to time, the interests of TVCSD may potentially conflict with the interests of the County or Related Public Entities, such as in a situation where TVCSD and the County both require assistance of Counsel in negotiating a contract with each other. As required by the Rules of Professional Conduct, Counsel will take all steps necessary to safeguard the confidential information of TVCSD in such situation. A copy of Counsel's internal policy governing the management of conflicts of interest is available to TVCSD upon request. Upon execution of this Agreement, TVCSD agrees to execute the Waiver of Conflict attached as Exhibit A, so that Counsel

may continue to represent Sonoma County, TVCSD or Related Public Entities and TVCSD in the absence of actual conflict. Further, should an actual conflict develop between TVCSD and County or TVCSD or Related Public Entities, TVCSD expressly waives its right to disqualify Counsel from representing County, TVCSD or Related Public Entities in any matter involving TVCSD.

9. Indemnification

TVCSD shall defend, indemnify and hold harmless the County, and any of its officers, employees, consultants and agents and each of them, against any losses, claims, damages, obligations, liabilities, attachments, executions, demands, actions and/or proceedings brought by a claimant who is not party to this Agreement, to which the County may become subject as a result of: (i) errors contained in information furnished by the TVCSD or (ii) the rendering of any services by the County. The County may select and retain its own counsel in any action or claim subject to this indemnification. If TVCSD fails or refuses to defend the County then TVCSD shall reimburse the County for all expenses and costs (including legal fees and costs) incurred by them in connection with investigating, preparing to defend, or defending any claim for which indemnification is owed.

10. Termination and Withdrawal.

This Agreement shall run for two years from the Effective Date and may be terminated by TVCSD at any time by written notice to Counsel. Counsel may withdraw at any time as permitted under the Rules of Professional Conduct of the State Bar of California. Counsel will retain all records in accordance with Counsel's adopted records retention schedule.

11. Modification.

If, during the term of this Agreement, it becomes necessary to amend or add to the terms, conditions, scope or requirements of this Agreement, such amendment or addition shall only be made in writing upon the mutual agreement of Counsel and TVCSD.

12. Notices.

Notices regarding this Agreement may be delivered in person, by first class mail, or by fax, addressed to the following persons:

For TVCSD: Bill Bonini President of the Board Tomales Village Community Services District	For Counsel: Office of the County Counsel 575 Administration Drive, Room 105A
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P.O. Box 303 Tomales, CA 94971	Santa Rosa, CA 95403
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13. Merger.

This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

14. Insurance.

The Office of the County Counsel does not carry malpractice insurance. Because County Counsel attorneys are county employees, any claims for recovery for negligence would be covered by the County’s self-insurance program and governed by the provisions of the Government Code.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below.

COUNSEL: The Office of the County Counsel

By: \_\_\_\_\_  
 Bruce D. Goldstein  
 County Counsel

Date: \_\_\_\_\_

TVCS D: By: \_\_\_\_\_  
 Bill Bonini  
 President of the Board

Date: \_\_\_\_\_

EXHIBIT A

General Waiver of Potential Conflicts

WHEREAS, the Office of the Sonoma County Counsel (“County Counsel”) serves as Sonoma County’s legal advisor and representative in all civil matters; and

WHEREAS, County Counsel also serves as the legal advisor for a number of other separate legal entities such as the Sonoma County Water Agency, the Sonoma County Agricultural Preservation and Open Space District, the Community Development Commission, the Sonoma County Employees’ Retirement Association and other special districts (referred to as “Related Public Entities”); and

WHEREAS, County Counsel may, upon request, represent local governmental entities that are distinct from County government, such as the Tomales Village Community Services District (“TVCS D”); and

WHEREAS, from time to time, the interests of TVCS D may potentially conflict with the interests of the County or other Related Public Entities; and

WHEREAS, TVCS D acknowledges a potential conflict of interest may arise from the fact that the County and/or Related Public Entities may have divergent interests from TVCS D in transactions or matters involving TVCS D and County or TVCS D and Related Public Entities, such as in a situation where TVCS D and County both require assistance of counsel in negotiating a contract with each other; and

WHEREAS, while transactional matters generally do not raise any specific potential for litigation between the parties, it is important for both parties to understand the potential conflict before agreeing to waive it; and

WHEREAS, TVCS D wishes County Counsel to provide legal services notwithstanding such potential conflict; and

WHEREAS, in order to provide prompt legal services to all parties on transactions or matters involving the parties, County Counsel is requesting a waiver from TVCS D.



NOW, THEREFORE, TVCSD acknowledges that the nature of such potential conflicts has been explained, in particular by reference to the legal opinion set forth in *Civil Service Commission of San Diego County v. County of San Diego* (1984) 163 Cal.App.3d 70, 78-79, which states, in part:

“The principle precluding representing an interest adverse to those of a current client is based not on any concern with the confidential relationship between attorneys and client but rather on the need to assure the attorney's undivided loyalty and commitment to the client. (*Jeffry, supra*, 67 Cal.App.3d at pp. 9- 10, 136 Cal.Rptr. 373; see also *Grievance Com. of Bar of Hartford County v. Rottner* (Conn.1964) 203 A.2d 82, 84.) The attorney who represents a client with interests adverse to another current client encounters the very real danger "that he will be tempted, perhaps unconsciously, to favor the interest of a particularly important client over the adverse or potentially adverse interest of a less favored client." (Developments in the Law--Conflicts of Interest in the Legal Profession (1981) 94 Harv.L.Rev, 1244, 1296.) Here there is every reason to believe that County Counsel would be tempted to favor the interests of the County in giving advice to the [Civil Service] Commission. The Commission's primary, if not sole function, is to pass judgment on the conduct of the County toward its employees. Every Commission decision has the potential of being adverse to one of the County's constituent agencies. Because County Counsel is directly responsible to the Board of Supervisors, it is difficult to conceive how any member of the County Counsel's office can render independent advice to the Commission. The structure of the system would appear necessarily to skew such advice in favor of the County and against the county employees. And even in those circumstances where County Counsel renders advice to the Commission favoring the employee, such advice places him in a position adverse to his client, the County.”

TVCSD agrees to waive any potential conflicts of interest between TVCSD and County and between TVCSD and Related Public Entities.

TVCS D further agrees to waive the right to disqualify the County Counsel from representing the County or any Related Public Entity over any conflict between TVCS D and County or between TVCS D and any such Related Public Entities.

**[TVCS D signature]**

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_



## County of Sonoma Agenda Item Summary Report

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

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

**To:** Board of Supervisors, County of Sonoma

**Board Agenda Date:** June 23, 2015

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Al Terrell / 565-1152

**Supervisorial District(s):**

Second and Fifth Districts

**Title:** Fire Suppression Services Agreement with the California Department of Forestry and Fire Protection

### **Recommended Actions:**

Adopt a Resolution authorizing the Chair of the Board of Supervisors to execute Agreement #1CA02697 with the California Department of Forestry and Fire Protection to provide Schedule A services for The Sea Ranch Volunteer Fire Company, and Amador Plan services for Zone 9 (Wilmar, Lakeville, San Antonio, and Two Rock Volunteer Fire Companies) within Sonoma County Fire Service Area #40; July 1, 2015 - June 30, 2016, for an amount not-to-exceed \$1,118,096.

### **Executive Summary:**

The Fire and Emergency Services Department (County Fire) provides fire protection services for the unincorporated areas of the county that are not included in an independent fire protection district. These areas are known collectively as County Fire - County Service Area #40 (CSA 40). The basic level of fire protection services is provided using our volunteer fire companies and through automatic aid and mutual aid agreements with neighboring fire agencies. To supplement the volunteer fire companies' emergency response within portions of County Fire's service area the County contracts with California Department of Forestry and Fire Protection (Cal Fire) to provide staffed fire engines in support of the volunteer response. The fire protection services in this agreement are funded from the County Fire budget, which is a "Special Fund," designated for fire suppression and fire prevention activities within the County's fire service area.

This contractual arrangement has been in place and renewed on an annual basis since 1999. This item brings forward an agreement for a one year term. Renewal of the agreement will be evaluated at the end of the one year term. This contract may be cancelled by either County Fire or Cal Fire at any time during the contract's term on giving one year's written notice to the other party. The agreement cost for fiscal year (FY) 15/16 is \$1,118,095.65, which is included in the requested FY 15/16 budget.

In County Fire – The Sea Ranch Fire Service Area (FSA), Cal Fire provides response under a Schedule A

Agreement. The Schedule A Agreement provides one staffed fire company with a minimum daily staffing of two full-time firefighters on duty 24 hours a day, seven days a week. Cal Fire firefighters respond to all emergencies within The Sea Ranch FSA in addition to providing automatic aid response to the Annapolis FSA to supplement the volunteer fire company response. The Sea Ranch Schedule A Agreement cost for FY15/16 is \$900,866, which represents an 11.5% increase over FY 14/15, which is primarily due to an increase in unplanned overtime based on the previous fiscal year's use of overtime.

Supplemental Command and Control Services were added in FY 13/14 and FY 14/15 to provide Cal Fire Battalion Chief support to the County Fire Duty Chief by the provision of command and control services on an as-needed basis not to exceed 15, 24-hour days per month. The FY 15/16 cost is \$41,477, which is a 2% decrease from FY 14/15.

Using the State's Amador program, County Fire contracts with Cal Fire to provide enhanced fire protection services for the south county response areas of Wilmar, Lakeville, San Antonio and Two Rock. The Amador Agreement supplements delivery of fire protection services to the County Fire volunteers, partnering fire districts and the City of Petaluma during the winter months of November through June. Cal Fire provides response to these areas during the summer months (fire season) without cost. The Zone 9 – South County Amador agreement cost for FY15/16 is \$175,753, which represents a 2.4% increase over FY14/15, this is also primarily due to an increase in unplanned overtime based on the previous fiscal year's use of overtime.

The use of Cal Fire for these supplemental fire protection services is a cost effective way to ensure the basic level of fire protection is provided in support of our volunteer firefighters.

The Fire Chief/Department Director recommends approval.

**Prior Board Actions:**

08/06/2013: Resolution #13-0307 approved by the Board; contracts have been in place annually since 1999.

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

This agreement allows for an enhanced and timelier emergency response to residents of Sonoma County.

**Fiscal Summary - FY 15-16**

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 1,118,096	County General Fund	\$ 1,118,096
Add Appropriations Req'd.	\$ -0-	State/Federal	\$ -0-
	\$	Fees/Other	\$ -0-
	\$	Use of Fund Balance	\$ -0-
	\$	Contingencies	\$ -0-
	\$		\$
<b>Total Expenditure</b>	<b>\$ 1,118,096</b>	<b>Total Sources</b>	<b>\$ 1,118,096</b>

**Narrative Explanation of Fiscal Impacts (If Required):**

The agreement cost for FY 15/16 is \$1,118,096, which is included in the requested FY 15/16 budget for Board consideration during June 2015 Budget Hearings.

**Staffing Impacts**

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

**Narrative Explanation of Staffing Impacts (If Required):**

None.

**Attachments:**

Resolution (A1)

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

Agreement (8 Copies)



County of Sonoma  
State of California

Date: June 23, 2015

Santa Rosa, CA 95403

Item Number: \_\_\_\_\_

Resolution Number: \_\_\_\_\_

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Authorizing the Chair to Execute Agreement #1CA02697 With The California Department Of Forestry And Fire Protection To Provide Schedule A Services For The Sea Ranch Volunteer Fire Company, And Amador Plan Services For Zone 9 (Wilmar, Lakeville, San Antonio, And Two Rock Volunteer Fire Companies) Within Sonoma County Fire Service Area #40 for a term of one year, July 1, 2015 through June 30, 2016. (Second and Fifth Districts)**

**Whereas**, the California Department of Forestry and Fire Protection has provided fire suppression services to augment fire protection in County Fire Service Area #40 to The Sea Ranch, Wilmar, Lakeville, San Antonio and Two Rock Volunteer Fire Companies; and,

**Whereas**, an agreement covering fire suppression services during the 2015-2016 fiscal year in the amount of \$1,118,096, has been presented by the State of California Department of Forestry and Fire Protection for fire protection services to augment fire protection in County Fire Service Area #40 to The Sea Ranch, Wilmar, Lakeville, San Antonio, and Two Rock Volunteer Fire Companies; and,

**Whereas**, this Board by Resolution No. 13-0307 dated August 6, 2013, entered into an agreement with the California Department of Forestry and Fire Protection for fire suppression services for the period of July 1, 2013, to June 30, 2015.

**Now, Therefore, Be It Resolved** by the Board of Supervisors of the County of Sonoma, State of California that the Chairperson of the Board is hereby authorized and directed to enter into an agreement with the Department of Forestry and Fire Protection, State of California, to provide fire suppression services to augment fire protection in County Fire Service Areas: The Sea Ranch, Wilmar, Lakeville, San Antonio and Two Rock.

**Supervisors:**

Rabbitt:

Zane:

Gore:

Carrillo:

Gorin:

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: 17**

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

**To:** Board of Supervisors, County of Sonoma

**Board Agenda Date:** June 23, 2015

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Al Terrell 565-1152  
Caluha Barnes 565-3085

**Supervisorial District(s):**

All

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

**Recommended Actions:**

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

**Executive Summary:**

California is experiencing the fourth year of the worst drought in recorded history, and Sonoma County its third drought year. It has been a string of record-setting events, with record-low precipitation in 2013, and record-high temperatures in the winter of 2014-15 leading to record-low snow pack in the Sierra Nevada mountains. Responding, the Governor has signed the most comprehensive water legislation in a century and has ordered a statewide 25% reduction in urban water usage. Ninety-three percent of the state, including Sonoma County, is in "Severe Drought" or worse according to the United States Drought Monitor. With climate change making a boom-or-bust precipitation model more likely in the future, it is feared that the new normal will include responding to the challenge of drought. Sonoma County is responding to this challenge well.

While nearly all of California is in drought, the whole state has not been affected equally. Much of the state relies on mountain snowpack for its summer water, but Sonoma County is reliant on rainfall to fill its reservoirs and recharge its aquifers. As of June 17, rainfall for the current water year stands at 23.55 inches in Santa Rosa, or 79 percent of normal. For Ukiah, near Lake Mendocino, rainfall is 71 percent of normal. For residents who rely on well water, there may be significant variation in how current conditions affect water availability. Most residents of the county rely on water stored in the major reservoirs to supply water during the summer. As of June 17, 2015, storage in Lake Mendocino is 55,618 acre feet, or 63 percent of the target water supply curve (because Lake Mendocino's water supply pool changes during the year, it is best to think about its capacity in comparison to where it should be at a given point), and Lake Sonoma is at 203,871 acre feet, or 83 percent of the target water supply curve. While these levels are well below normal, they are significantly better than last year at this time, and constitute a significant reserve of water in Lake Sonoma. In order to ensure that this supply lasts, on April 21 the Water Agency filed a new Temporary Urgency Change Petition with the State Water Resource Control Board, which was approved, to lower required flows in the Russian River from May 1 to October 27, 2015.

The Board of Supervisors proclaimed a local emergency due to drought conditions at the February 25, 2014, Board meeting. That resolution covers the entire Sonoma County (County) Operational Area, including all nine cities and special districts. It has been renewed every 30 days since then. Based upon current conditions, staff recommends another 30 day extension to the proclamation of local emergency due to drought conditions.

The current drought has presented a great challenge to the California and to Sonoma County. In response, the people, businesses, County Departments and Agencies, and other local governments have stepped up efforts to save water in the present, understand what nature is likely to bring in the future, and plan for how best to use this precious resource going forward. They have done this through determination, innovation, and most of all inter-governmental and cross-agency collaboration.

Staff will provide a more complete report on county activities related to drought response for the next report.

**Requested Actions**

The Board of Supervisors are asked to extend the local state of emergency related to the drought by an additional 30 days.

**Prior Board Actions:**

02/25/2014: Proclamation of a local emergency due to drought conditions; Extensions have been filed every 30 days since.

04/14/2015: Renewal of Drought Emergency.

05/12/2015: Renewal of Drought Emergency.

**Strategic Plan Alignment**      Goal 2: Economic and Environmental Stewardship

The recommended actions support the conservation of vital resources necessary for the health, safety, and continued economic growth of the County and its citizens.

**Fiscal Summary - FY 14-15**

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

**Narrative Explanation of Fiscal Impacts (If Required):**

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



<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
None.			
<b>Attachments:</b>			
Resolution (A1)			
<b>Related Items “On File” with the Clerk of the Board:</b>			
None.			

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# County of Sonoma

## State of California

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Date: June 23, 2015

Item Number: \_\_\_\_\_

Resolution Number: \_\_\_\_\_

Santa Rosa, CA 95403

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4/5 Vote Required

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**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Extending A Proclamation Of Local Emergency Due To Drought Conditions In The County Of Sonoma And Requesting Immediate State and Federal Assistance. (All Districts)**

**Whereas**, the State of California continues to experience severe drought conditions due to the lack of rainfall, including one of the driest years in recorded history; and

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

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

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

**Whereas**, local water storage capacity remains below average for the year to date as dry conditions persist; and

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

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

**Whereas**, the Board of Supervisors of the County of Sonoma has reviewed the need to continue the existence of this local emergency.

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

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

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

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

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

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

**Supervisors:**

Rabbitt:

Zane:

Gore:

Carrillo:

Gorin:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



## County of Sonoma Agenda Item Summary Report

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

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

**To:** Board of Supervisors, County of Sonoma and Board of Directors, Northern Sonoma County Air Pollution Control District

**Board Agenda Date:** June 23, 2015

**Vote Requirement:** Majority

**Department or Agency Name(s):** Sonoma County Fire & Emergency Services Department and Northern Sonoma County Air Pollution Control District

**Staff Name and Phone Number:**

Rob Bamford 707-433-5911  
Al Terrell 707-565-1157

**Supervisorial District(s):**

Fourth and Fifth

**Title:** Agreement for Two-Year Wood Chipping Project Implementation

### Recommended Actions:

- (A) Authorize the Air Pollution Control Officer of the Northern Sonoma County Air Pollution Control District and the Chief of the Sonoma County Fire & Emergency Services Department to execute the Agreement for Implementation of the Wood Chipping Project.
- (B) Authorize the Air Pollution Control Officer of the Northern Sonoma County Air Pollution Control District and the Chief of the Sonoma County Fire & Emergency Services Department to amend the agreement as necessary, provided there is no increase in cost and approved as to form by County Counsel.

### Executive Summary:

The Northern Sonoma County Air Pollution Control District (District) and Sonoma County Fire & Emergency Services Department (FES) are requesting that their respective Boards authorize signature of the Agreement for Implementation of Wood Chipping Project (Agreement) Between the District and FES. The Agreement is brought forth to replace the Short Form Consulting Agreement between the District and Fire Safe Sonoma, which was signed May 13, 2008. The new Agreement relieves Fire Safe Sonoma of responsibility for the Wood Chipping Project (Project), and transfers ownership of the District-funded wood chipper to Sonoma County Fire, for use in a wood chipping project that will reduce the impact of open burning of brush within District jurisdiction.

In May 2008, the District signed an agreement with Fire Safe Sonoma for the purchase of a wood chipper, and the use of the chipper to provide brush clearing services in cooperation with other fire agencies in order to reduce vegetative fuel loading, and reduce smoke impacts of open burning of brush, within District boundaries. Over the course of the original agreement between the District and Fire Safe Sonoma, Fire Safe Sonoma struggled with staffing issues and technical problems that made it difficult to

execute the Project as required by the original agreement. It was eventually determined that the Project would be more easily executed by FES. Since the District funded the wood chipper purchased by Fire Safe Sonoma for use in the Project, this new Agreement is needed in order for the District to transfer ownership of the wood chipper and responsibility for the Project to FES. Since the purchase of the wood chipper occurred in 2008, no funds are being exchanged. FES will take possession of the wood chipper with the understanding that it will be used for a minimum of two years for chipping of brush in order to reduce smoke impacts within the District, with a total of at least 10,000 cubic yards to be chipped each year. After the terms of this Agreement have been met, FES will fully own the wood chipper.

The Air Quality Chipper would be available to support Cal-Fire crews that do fuel reduction projects along public easements and roadways. Individual fire districts could also access the chipper to support brush reduction projects in various neighborhoods. Firefighters from the various fire departments would part of the staffing to conduct programs in their area of operation. The chipper would be made available equally to provide for adequate projects in both County air quality management districts within Sonoma County.

**Prior Board Actions:**

05/13/08: Resolution #08-0443 approved by the Board of Directors, Northern Sonoma County Air Pollution Control District

**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-
	\$		\$
<b>Total Expenditure</b>	<b>\$ -0-</b>	<b>Total Sources</b>	<b>\$ -0-</b>

**Narrative Explanation of Fiscal Impacts (If Required):**

None.

<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
None.			
<b>Attachments:</b>			
Agreement (A1); Resolution #08-0443 (A2)			
<b>Related Items “On File” with the Clerk of the Board:</b>			
None.			

**AGREEMENT  
FOR IMPLEMENTATION OF WOOD CHIPPING PROJECT  
BETWEEN  
NORTHERN SONOMA COUNTY  
AIR POLLUTION CONTROL DISTRICT  
AND  
SONOMA COUNTY FIRE & EMERGENCY SERVICES  
DEPARTMENT  
PROJECT NUMBER CPF0801A**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, between Sonoma County Fire & Emergency Services Department and the Northern Sonoma County Air Pollution Control District.

**RECITALS**

- 1) The Northern Sonoma County Air Pollution Control District (hereinafter referred to as “Grantor” or “Air District”) executed an Agreement with Fire Safe Sonoma on May 13, 2008 for the purchase and use of a wood chipper to dispose of vegetative material within the District (“Original Agreement”), Attachment A.
- 2) Since execution of the Original Agreement, Fire Safe Sonoma has used the wood chipper purchased under the scope of the Original Agreement, but has been unable to implement the wood chipping project to the extent originally expected.
- 3) Sonoma County Fire & Emergency Services Department (“Grantee”) is able and willing to take over the ownership and use of the wood chipper in order to fulfill the brush reduction and air pollution reduction intent provided in the Original Agreement.
- 4) Fire Safe Sonoma consents to the transfer of ownership of the chipper to Grantee, and has authority to release the chipper as approved at the Fire Safe Sonoma Board of Directors May 4, 2015 regular monthly meeting and reflected in the meeting minutes, Attachment C.
- 5) In the judgment of the Air District, it is in the best interest of Air District and Grantee to transfer ownership of the wood chipper purchased under the scope of the Original Agreement to Grantee, in exchange for implementation of a wood chipping and brush reduction project (the “Project”) that would provide alternatives to open burning of brush materials within the Air District.
- 6) This Agreement supersedes the Original Agreement.

## **SECTION I**

### **GRANTEE AGREES:**

- 1) To implement the Project in accordance with the description in Attachment B.
- 2) To apply use of the equipment 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 B.
- 3) To keep the equipment received under this Agreement for a period of 2 years; and to maintain the equipment in proper working order.
- 4) To reimburse the Air District for the market cost of the equipment received under this Agreement if the equipment is sold or decommissioned prior to 2 years or if the Agreement is terminated. In the case that the equipment market value must be reimbursed, Air District will calculate the reimbursement amount.
- 5) In instances where work will be contracted out, to be responsible for evaluation of prospective consultants or contractors, subsequent award of work, and subsequent completion of such work, consistent with this Agreement.
- 6) To manage consultant or contractor activities, including responsibility for technical direction, schedule, budget and verifying/documenting completion of the activities to acceptable quality standards.
- 7) To indicate the District as a funding source in any articles, news releases or other publicity materials related to the Project.
- 8) To assure that the equipment received under this Agreement is used only in accordance with all applicable provisions of law.

## **SECTION II**

### **DISTRICT AGREES:**

- 1) To provide the equipment, funded under the Original Agreement and described in Attachment B, for the Project in accordance with conditions of this Agreement.
- 2) To provide timely notice prior to conducting an audit.



### SECTION III

#### IT IS MUTUALLY AGREED:

- 1) Project Implementation: Project Implementation begins on the Agreement effective date and continues for two years. Grantee is required to operate and maintain the Project according to the terms of this Agreement for the full Project Implementation period.
- 2) Termination: Either party may terminate this Agreement at any time by giving written notice of termination to the other party which shall specify the effective date thereof. Notice of termination under this paragraph shall be given at least ninety (90) days before the effective date of such termination. After receiving notice of termination, Grantee shall reimburse the District in accordance with Section I Paragraph 4 of this Agreement.
- 3) Indemnification. 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) Grantee shall be liable to District for any loss or damage to District property arising from or in connection with the Grantee's performance.
- 5) 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.

District:

Robert Bamford, Air Pollution Control Officer  
Northern Sonoma County Air Pollution Control District  
150 Matheson Street  
Healdsburg, CA 95448

Grantee:

Al Terrell, County Fire Chief/Department Director  
Sonoma County Fire & Emergency Services Department  
2300 County Center Drive, Suite 220B  
Santa Rosa, CA 95403

- 6) **Contacts:** Grantee designates Roberta MacIntyre, Assistant Chief/Fire Marshal, Sonoma County Fire & Emergency Services Department (707-565-1154) to act as project manager and liaison with the District. The District designates Jessica DePrimo, Air Quality Specialist III (707-433-5911) as contact and liaison with Grantee.
- 7) **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.
- 8) **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.
- 9) **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.
- 10) **Independent Contractor:** Grantee renders its service under this Agreement as an independent contractor. None of the Grantee's agents or employees shall be agents or employees of the District.
- 11) **Assignment:** This Agreement may not be assigned, transferred, hypothecated, or pledged by any party without the express written consent of the other party.
- 12) **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.

GRANTEE:

DISTRICT:

By: \_\_\_\_\_  
Al Terrell  
County Fire Chief/Department Director  
Sonoma County Fire &  
Emergency Services Department

By: \_\_\_\_\_  
Robert Bamford  
Air Pollution Control Officer  
Northern Sonoma County  
Air Pollution Control District

Approved as to legal form for Grantee:

Approved as to legal form for District:

By: \_\_\_\_\_  
David McFadden  
Legal Counsel  
Sonoma County Fire &  
Emergency Services Department

By: \_\_\_\_\_  
Cory O'Donnell  
Legal Counsel  
Northern Sonoma County  
Air Pollution Control District

Approved by Fire Safe Sonoma Pursuant to  
Motion at May 4, 2015 Board Meeting:

By: \_\_\_\_\_  
Roberta MacIntyre  
Board President  
Fire Safe Sonoma

SHORT FORM CONSULTING AGREEMENT

I. CONSULTANT INFORMATION

Consultant: Fire Safe Sonoma

Address: c/o Sonoma County Dept. of Emergency Services  
2300 County Center Dr. #212a  
Santa Rosa, Ca. 95403

Telephone: (707) 565-1152

Social Security/Bus I.D. No.: 91-1821198/ C2061416  
Business Type: 501(c)(3) corporation

II. AIR DISTRICT INFORMATION

Northern Sonoma County Air Pollution Control District  
150 Matheson Street  
Healdsburg, CA 95448

III. SCOPE OF WORK

THE NORTHERN SONOMA COUNTY AIR POLLUTION CONTROL DISTRICT, hereinafter called "DISTRICT," in cooperation with the BAY AREA AIR QUALITY MANAGEMENT DISTRICT, hereinafter called "CO-FUNDER" has contracted with Consultant to perform the following services: See attached Exhibit "A".

IV. RECORDS AND REPORTS

Consultant shall maintain record of chipper use, including the date and location of use, and cubic yards of material processed. Consultant shall provide an annual report to DISTRICT of total days of operation, total yards of material processed, and total material processed within the jurisdictional boundaries of DISTRICT.

V. REIMBURSEMENT

Payment for all services and expenses under this Agreement is \$30,600, consisting of \$15,600 from DISTRICT's Community Programs Fund combined with \$15,000 in Unanticipated Revenue from the CO-FUNDER.

VI. INDEPENDENT CONTRACTOR

Consultant is an independent contractor, working under its own supervision and direction and is not a representative of DISTRICT or CO-FUNDER. Consultant agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement.

VII. TERMINATION

Consultant shall provide the services described in Exhibit A for a term of seven (7) years. DISTRICT may terminate this Agreement at any time upon written notice if Consultant dissolves, or breaches any term of this Agreement. Upon termination prior to the expiration of the term of this Agreement, Consultant shall return to DISTRICT all funds granted less depreciation on the equipment. Depreciation shall be calculated in accordance with guidelines from the Sonoma County Auditor/Controller/Tax Collector. If, during the term of the Agreement, the chipper is damaged for reasons not the fault of the Consultant, repayment is not required, unless such damage is covered by insurance.

VIII. 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 below:

8.1 Workers' Compensation Insurance. Workers' compensation insurance with statutory limits as required by the Labor Code of the State of California.

8.2 General Liability Insurance. Commercial general liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than Two Million Dollars (\$2,000,000.00) combined single limit for each occurrence. This insurance requirement shall be satisfied by Consultant's insurance coverage through County Service Area No. 40. In the event Consultant withdraws from such coverage or such coverage is otherwise terminated, said commercial general liability insurance policy shall either be endorsed with the following specific language or contain equivalent language in the policy:

a. The DISTRICT, its officers and employees, and CO-FUNDER are named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.

b. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies

had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

c. The insurance provided herein is primary coverage to the DISTRICT and CO-FUNDER with respect to any insurance or self-insurance programs maintained by the DISTRICT or CO-FUNDER.

d. This policy shall not be cancelled or materially changed without first giving thirty (30) days prior written notice to the DISTRICT.

8.3 Automobile Insurance. Automobile liability insurance covering bodily injury and property damage in an amount no less than One Million Dollars (\$1,000,000) combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles.

IX. INDEMNIFICATION:

Consultant agrees to accept responsibility for loss or damage to any person or entity, including but not limited to DISTRICT and CO-FUNDER, and to defend, indemnify, hold harmless, reimburse and release DISTRICT and CO-FUNDER, its officers, agents and employees, from and against any and all actions, claims, damages, disabilities, liabilities and expense, including but not limited to attorneys' fees and the cost of litigation incurred in the defense of claims as to which this indemnity applies or incurred in an action by DISTRICT or CO-FUNDER to enforce the indemnity provisions herein, whether arising from personal injury, property damage or economic loss of any type, that may be asserted by any person or entity, including Consultant, to the extent arising out of the negligent acts or omissions or willful misconduct in the performance by Consultant hereunder, whether or not there is concurrent negligence on the part of the DISTRICT or CO-FUNDER, but, to the extent required by law, excluding liability due to the sole or active negligence or due to the willful misconduct of the DISTRICT or CO-FUNDER. If there is a possible obligation to indemnify, Consultant's duty to defend exists regardless of whether it is ultimately determined that there is a duty to indemnify. DISTRICT and CO-FUNDER shall have the right to select its own legal counsel at the expense of Consultant, subject to Consultant's approval, which approval shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.

X. CHANGES TO THE AGREEMENT

Changes to this Agreement may only be approved by DISTRICT's Board of Directors.

XI. CONSULTANT'S STANDARD OF CARE

DISTRICT and CO-FUNDER have relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant

**Attachment A-4** hereby warrants that all of Consultant's work will be performed 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 or CO-FUNDER shall not operate as a waiver of release.

XII. COMPLIANCE WITH LAWS


Consultant shall comply with all applicable federal, state, and local laws, rules and regulations.

XIII. APPLICABLE LAW AND FORUM

This Agreement shall be construed and interpreted according to California law and any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the DISTRICT.


  
\_\_\_\_\_  
DISTRICT

5/13/08  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
FIRE SAFE SONOMA

5/1/08  
\_\_\_\_\_  
Date

Reviewed as to form:

  
\_\_\_\_\_  
Deputy County Counsel

Chipper to be purchased: Brush chipper with all standard equipment including a 100 hp engine certified to Tier 3, hydraulic rotating chute, hydraulic crushing cylinder, and 45" wide mouth infeed.

Brush clearing services to be provided: Consultant shall use the Chipper to reduce vegetation fuel loading in cooperation with the California Department of Forestry and local fire protection districts within Sonoma County. Fire agency staff will operate the chipper. Fuel reduction will be performed along public easements and roadways and within neighborhoods, and may include operation on private property. Consultant shall, to the extent reasonably possible, ensure that the chipper operates equally in the northern and southern portions of Sonoma County.

The chipper-based fuel reduction program is expected to remove approximately 40,000 cubic yards of material annually at full operation. Full program operation is expected within 3 years.

Consultant shall provide acknowledgement of funding from DISTRICT and CO-FUNDER in all public outreach regarding the chipper-based fuel reduction program.

Maintenance of Chipper to be provided: Consultant shall ensure the chipper is maintained and operated in accordance with manufacturer specifications. Consultant shall fuel the chipper with CARB certified low sulfur diesel fuel unless the Air Pollution Control Officer of DISTRICT approves an alternative fuel.



**ATTACHMENT B  
PROJECT SPECIFIC INFORMATION**

- 1) **Grantee:**      **Sonoma County Fire & Emergency Services Department**
- 2) **Project Number CPF0801A**
- 3) **Project Implementation:** The Project Implementation term shall be two years.
- 4) **Project Description:** Ownership of the wood chipper funded in the Original Agreement will be transferred from Fire Safe Sonoma to Grantee in exchange for Grantee's implementation of a wood chipping and brush reduction project.
- 5) **Chipping Project Requirements:** Grantee shall:
  - A. Use the chipper to mulch 10,000 cubic yards per year for each year of the Project.
  - B. Report to the Air District the annual yardage chipped each year.
  - C. Permit the Air District to inspect the wood chipper upon request with a reasonable amount of notice.

- 6) **Notices (Section III.5):** Any written notice required is to be addressed to:

<u>Grantee:</u> Al Terrell County Fire Chief/Department Director Sonoma County Fire and Emergency Services Dept 2300 County Center Drive, Ste. 220-B Santa Rosa, CA 95403	<u>Air District:</u> Robert Bamford Air Pollution Control Officer Northern Sonoma County Air Pollution Control District 150 Matheson Street Healdsburg, CA 95448
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- 7) **Contacts (Section III.6):** Contact persons for day-to-day activities of the Project are:

<u>Project Contact:</u> Roberta MacIntire Assistant Chief/Fire Marshal Sonoma County Fire and Emergency Services Dept 2300 County Center Drive, Ste. 220-B Santa Rosa, CA 95403 707-565-1154	<u>Air District:</u> Jessica DePrimo Air Quality Specialist III Northern Sonoma County Air Pollution Control District 150 Matheson Street Healdsburg, CA 95448 (707) 433-5911
---	--

- 8) **Air District Approval Date :** \_\_\_\_\_, 2015

Attachment C-1



The primary objective and purpose of this Corporation shall be to provide education, exchange information and foster fire prevention and fire safety within the County of Sonoma.

Minutes

May 4th, 2015 @ 3:00 pm
Sonoma County Fire HQ,
2300 County Center Drive #220B,
Santa Rosa, CA 95403

Attendees

Officers

- Roberta MacIntyre (Board President)
Vern Losh (First Vice President)
Nathan Garrett (Secretary/Treasurer)
Toby Rey (Board Member)
Patrick Mullin

Executive Coordinator

- Carleton Safford

Others - Stacy Drury

Additions, Deletions, or Reordering to the Agenda:

No \_\_\_ Yes \_\_\_ X \_\_\_

Added item – Follow-up of e-mails to the board - discussion and possible approval of loaning Air Quality Chipper to Healdsburg FD for Fitch Mt project.

M \_\_\_ Rey \_\_\_ S \_\_\_ Losh \_\_\_ Yes \_\_\_ 3 \_\_\_ No \_\_\_ 0 \_\_\_ Abstain \_\_\_ 0 \_\_\_ Absent \_\_\_ 2 \_\_\_

Reports & Correspondence:

Treasurer’s Report – No activity to report = nothing to approve

M \_\_\_ S \_\_\_ Yes \_\_\_ No \_\_\_ Abstain \_\_\_ Absent \_\_\_

Minutes – Approval of March and April Minutes - approved

M \_\_\_ Rey \_\_\_ S \_\_\_ Losh \_\_\_ Yes \_\_\_ 3 \_\_\_ No \_\_\_ 0 \_\_\_ Abstain \_\_\_ 0 \_\_\_ Absent \_\_\_ 2 \_\_\_

Board Member Activities:

Roberta MacIntyre –

- Maintaining contact with County Air Quality regarding transfer of chipper machine – added to this agenda as action item to formally memorialize the Board’s desires.

For information contact: FIRE SAFE SONOMA c/o Sonoma County Department of Emergency Services
2300 County Center Drive, Suite 220B, Santa Rosa, CA 95403 707-565-1152 Fax: 707-565-1172

## Attachment C-2

- Wildland fire awareness presentation – Gold Resolution for county BOS tomorrow.
- Received request from Healdsburg FD for Air Quality Chipper – added to agenda.

Nathan Garrett – Absent

Patrick Mullin – Absent

Vern Losh – Nothing to report

Toby Rey – Nothing to report

### **Executive Coordinator Activities:**

Caerleon Safford –

- Trying to set aside time for Living With Fire update
- Scheduled a couple of fire safety presentations
- Working on CAL Fire *Carbon Credit Grant*

### **Old Business:**

- CWPP –Caerleon working on timeline for completion
- Living with Fire Booklet – Re-visit in 6 months – remove from agenda
- Grant funding search – No known current grant opportunities
- Website development – Ongoing with Nathan

### **Action Items:**

- Motion to approve loaning Air Quality to Healdsburg FD for their fuels reduction project on Fitch Mt  
M Rey S Losh Yes 3 No 0 Abstain 0 Absent 2
- Motion to approve and consent to the transfer of ownership of the Air Quality Chipper to Sonoma County Fire and Emergency Services. Northern Sonoma County Air Pollution District to facilitate transfer.  
M Losh S Rey Yes 3 No 0 Abstain 0 Absent 2
- Board directed Roberta MacIntyre to draft motion to amend bi-laws to change from monthly meetings to regularly scheduled meetings or language to that effect.

### **New Business & Good of the Order:**

### **Next Meeting**

- May need to be held as a conference call – may use “Go to Meeting” to facilitate for members
- Motion to amend bi-laws to change from monthly meetings to regularly scheduled meetings or language to that effect.

June 1st, 2015 @ 1500 hrs  
Sonoma County Fire HQ,

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

ATTEST: THIS 13<sup>th</sup> DAY OF

May 2008

CLERK OF THE Northern Sonoma County Air  
Pollution Control Dist

#4  
RESOLUTION NO. 08-0443  
County of Sonoma  
Santa Rosa, CA 95403

Date: May 13, 2008

RESOLUTION OF THE BOARD OF DIRECTORS OF THE NORTHERN SONOMA COUNTY AIR POLLUTION  
CONTROL DISTRICT AUTHORIZING THE AIR QUALITY GRANT OF \$30,600 TO FIRE SAFE SONOMA TO  
PURCHASE A CHIPPER TO HELP IMPLEMENT A BRUSH CHIPPER PROGRAM IN SONOMA COUNTY

WHEREAS, smoke contains air pollutants, including very fine particles, that are harmful to public health; and

WHEREAS, the Northern Sonoma County Air Pollution Control District implements and enforces a Smoke Management Program in the northern portion of Sonoma County, pursuant to Section 41850, et seq. of the California Health and Safety Code, to reduce public exposure to smoke from open burning; and

WHEREAS, the Bay Area Air Quality Management District implements and enforces a similar program in the southern portion of Sonoma County; and

WHEREAS, both Air Districts seek to promote alternatives to open burning; and

WHEREAS, wood chipping is a safe and effective alternative to burning to dispose of the vegetative material that would otherwise increase the danger of a wild fire occurring; and

WHEREAS, Fire Safe Sonoma, a 501(c)3 non-profit group of fire protection agencies, community members, homeowners, and other stakeholders, was formed to promote education about fire safety and response preparedness; and

WHEREAS, the primary purposes of Fire Safe Sonoma are to educate the public, exchange information, foster fire prevention and fire safety practices, promote vegetation reduction, obtain grants, support local fire agency efforts and involve the public in fire safety efforts; and

WHEREAS, Fire Safe Sonoma is seeking grant funding to implement a chipper program in Sonoma County; and

WHEREAS, the Fire Safe Sonoma chipper program will reduce fire danger and exposure to smoke from wild fires and from open burning; and

WHEREAS, the Northern Sonoma County Air Pollution Control District implements a Community Programs Fund to support projects to evaluate and reduce the impacts of air pollution on the residents of the Northern Sonoma District; and

WHEREAS, the Bay Area Air Quality Management District has provided matching funds for the portion of the project in southern Sonoma County;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Northern Sonoma County Air Pollution Control District hereby authorizing the Air Quality Grant in the amount of \$30,600 (including \$15,600 from the District's Community Program Fund and \$15,000 in Unanticipated Revenue from the Bay Area Air Quality Management District) to Fire Safe Sonoma, a 501(c)(3) non-profit group, for the express purpose of purchasing a brush chipper for use in their Sonoma County Chipper Program and authorizes the Board Chair to execute an agreement with Fire Safe Sonoma covering the purchase and use of the chipper.

**DIRECTORS:**

Brown \_\_\_\_\_ Smith \_\_\_\_\_ Kelley \_\_\_\_\_ Reilly \_\_\_\_\_ Kerns

Ayes 5 Noes \_\_\_\_\_ Abstain \_\_\_\_\_ Absent

**SO ORDERED.**

<b>COUNTY OF SONOMA</b> <b>AGENDA ITEM</b> <b>SUMMARY REPORT</b>	Clerk of the Board Use Only	
	Meeting Date ____/____/____	Held Until ____/____/____
	Agenda Item No: _____	Agenda Item No: _____

<b>Department:</b> Transportation and Public Works - NSCAPCD and Department of Emergency Services	<input type="checkbox"/> <b>4/5 Vote Required</b>
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<b>Contact:</b> Barbara Lee	<b>Phone:</b> 433-5911	<b>Board Date:</b> 5/13/08	<b>Deadline for Board Action:</b>
--------------------------------	---------------------------	-------------------------------	-----------------------------------

**Agenda Short Title:**

Air Quality Grant of \$30,600 to Fire Safe Sonoma to Purchase a New Brush Chipper

**Requested Board Action:**

Approve Resolution Authorizing the Air Quality Grant funds in the amount of \$30,600 [\$15,600 from the Northern Sonoma County Air Pollution Control District's (NSCAPCD) Community Programs Fund combined with \$15,000 in Unanticipated Revenue from the Bay Area Air Quality Management District (BAAQMD)] to Fire Safe Sonoma for the purchase of a new brush chipper and authorizing Chair to sign Agreement with Fire Safe Sonoma.

<b>CURRENT FISCAL YEAR FINANCIAL IMPACT</b>			
<u><b>EXPENDITURES</b></u>		<u><b>ADD'L FUNDS REQUIRING BOARD APPROVAL</b></u>	
Estimated Cost	\$ 30,600	Contingencies (Fund Name:            )	\$
Amount Budgeted (689307-6540)	\$ 30,600	Unanticipated Revenue (Source: BAAQMD    )	\$15,000
Other Avail. Approp. (Explain Below)	\$	Other Transfer(s)	\$
<b>Additional Requested</b>	<b>\$ - 0 -</b>	<b>Add'l Funds Requested:</b>	<b>\$-0-</b>
Explanation (if required): The NSCAPCD has funding available in its Community Programs Fund and shall receive \$15,000 in Unanticipated Revenue from the BAAQMD in a share costing arrangement that will fund the Air Quality Grant.			

**Prior Board Action(s):** None.

**Alternatives - Results of Non-Approval:** Fire Safe Sonoma would not be able to purchase a new chipper to implement the Chipper Program this fire season and \$15,000 would need to be returned to the BAAQMD.



**Background:**

The Northern Sonoma County Air Pollution Control District is seeking Board approval to grant a total of \$30,600 (\$15,600 from the District's Community Programs Fund combined with \$15,000 in Unanticipated Revenue from the BAAQMD) to Fire Safe Sonoma for the express purpose of buying a new Tier 3 portable diesel brush chipper for use in Sonoma County.

Fire Safe Sonoma is a non-profit organization led by a dedicated group of County, State and local fire professionals, concerned citizens and insurance businesses dedicated to reducing fire hazards and property loss in the County of Sonoma. The County is represented on Fire Safe Sonoma by the Department of Emergency Services' (DES) Deputy Chief/Fire Marshal. Fire Safe Sonoma encourages and promotes the reduction of fire hazards and property loss through the removal of fuels along roads, structures, and the wildland interfaces in residential areas.

The increasing footprint of Sudden Oak Death (SOD) in Sonoma County has resulted in more of this material than ever. A common practice has been to use open burning, in some cases illegal, to dispose of the material once it has been cut. In order to reduce smoke impacts and prevent public exposure to harmful particles in the air, the District actively encourages alternatives to burning, such as the use of wood chippers to remove material that would otherwise be burned. District staff worked with DES to develop a chipping program proposal (attached) and secure a funding match from the BAAQMD for the portion of the program in southern Sonoma County. The District has received \$15,000 in unanticipated revenue for that purpose. Local fire protection districts will arrange "Chipper Days" for residents in locations throughout the county with Fire Safe Sonoma coordinators. Ongoing operational and maintenance program costs are defrayed by cooperative agreements between Fire Safe partners and interested third party grants and donations without the need for additional funding on the part of either air districts.

Because reducing diesel emissions is currently a high priority to both air districts, the brush chipper model selected by Fire Safe Sonoma will use the most advanced diesel engine technology available. The use of one of these Tier 3 engines will ensure long term compliance with the State's new diesel equipment standard. This will preclude the need to retrofit or purchase new equipment that some chipping programs will face in the near future.

Both the District and the BAAQMD regulate open burning as a means of controlling fine particulate emissions. Reducing smoke emissions through chipping prevents exposure to harmful air pollutants, and in this case, is very cost-effective.

**Recommended Actions:**

Approve Resolution Authorizing the Air Quality grant funds in the amount of \$30,600 (\$15,600 from the District's Community Programs Fund combined with \$15,000 in Unanticipated Revenue from the BAAQMD) to Fire Safe Sonoma for the purchase of a new brush chipper and authorize Chair to execute an Agreement with Fire Safe Sonoma.

**Attachments:** Resolution

**On File With Clerk:** Fire Safe Sonoma proposed Chipper Agreement

**CLERK OF THE BOARD USE ONLY**

**Board Action (If other than "Requested")**

**Vote:**

# AGENDA ITEM TRANSMITTAL REPORT

#4

**Department:** Transportation and Public Works - NSCAPCD and Department of Emergency Services

**Submitted By:** Phillip M. Demery (DTPW) and Vernon A. Losh, II (DES)

**For Board Action On:** 5/13/08

**As:**  Consent  Regular

**This Item Requires: (Check Appropriate Boxes)**

Hearing date:    /    /    time:       

4/5 Vote

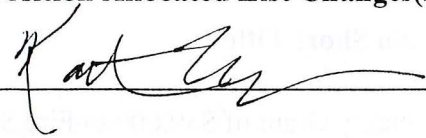
Requests Gold Resolution

Appropriation Transfer

Public Appearance Anticipated

Position Allocated List Changes(s)

County Counsel Approval Date 4/30/08

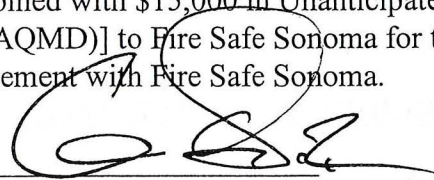
By: 

**Agenda Short Title:**

Air Quality Grant of \$30,600 to Fire Safe Sonoma to Purchase a New Brush Chipper

**Requested Board Action:**

Approve Resolution Authorizing the Air Quality Grant funds in the amount of \$30,600 [\$15,600 from the Northern Sonoma County Air Pollution Control District's (NSCAPCD) Community Programs Fund combined with \$15,000 in Unanticipated Revenue from the Bay Area Air Quality Management District (BAAQMD)] to Fire Safe Sonoma for the purchase of a new brush chipper and authorizing Chair to sign Agreement with Fire Safe Sonoma.





Signature of Department Head

Signature of Department Head

**Special Instructions to Clerk of the Board:**

**FOR AGENDA COMMITTEE USE**

**County Administrator's Office Recommendation:**

Approval

Submitted with Comment

Not Recommended

Policy Determination by Board

**Analyst Comment:**

**Signature of County Administrator:**

**Agenda Committee Action:**

Consent Calendar

Date Scheduled:    /    /   

Regular Calendar

Time Scheduled:    /    /    (if required)



## County of Sonoma Agenda Item Summary Report

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

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

**To:** Sonoma County Board of Supervisors

**Board Agenda Date:** June 23, 2015

**Vote Requirement:** Majority

**Department or Agency Name(s):** General Services Department

**Staff Name and Phone Number:**

Tawny Tesconi: 707-565-8058

**Supervisorial District(s):**

1<sup>st</sup> District

**Title:** Sonoma Veterans Memorial Building Use Agreement

### **Recommended Actions:**

Authorize the General Services Director to approve an agreement with the City of Sonoma for the use of the Sonoma Veterans Memorial Building to allow the City to provide up to 15 “free” days during FY 2015-16 for use by non-profit community organizations; City will pay County \$1,000 per “free” day granted to offset County costs.

### **Executive Summary:**

The County of Sonoma owns and operates the Veterans Memorial Building located in the city of Sonoma. In addition to serving as a meeting location for the Veterans groups located in and around Sonoma, the building also serves as a rental facility for individuals, organizations, and non-profit organizations to use. As a benefit to the community, the City has requested to enter into an agreement with the County for use of the building for up to 15 days during the Fiscal Year 2015-16. Under this agreement, the City would be able to grant a “free day” to organizations designated by the City. In return for each “free day” usage, the City will provide the County \$1,000 to offset the County’s cost of operating the facility.

The “free days” would be limited to no more than 12 hours per day, with holidays excluded. As the Veterans Memorial Buildings are primarily for the use of Veterans, “free days” cannot be used if it conflicts with pre-scheduled Veterans use. Additionally, the organization receiving the “free day” from the City would still be subject to all requirements of the facility rental, and certain other requirements.

### **Prior Board Actions:**

None

**Strategic Plan Alignment** Goal 4: Civic Services and Engagement

This agreement between the County of Sonoma and the City of Sonoma will enhance the partnership with the community of Sonoma and allow increased access to the Veterans Memorial Building by allowing local organizations to use the building at no cost.



**Fiscal Summary - FY 15-16**

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

**Narrative Explanation of Fiscal Impacts (If Required):**

There is no cost to the County for this agreement.

**Staffing Impacts**

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

**Narrative Explanation of Staffing Impacts (If Required):**

**Attachments:**

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

Agreement between the County of Sonoma and the City of Sonoma



## County of Sonoma Agenda Item Summary Report

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

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

**To:** Sonoma County Board of Supervisors

**Board Agenda Date:** June 23, 2015

**Vote Requirement:** Majority

**Department or Agency Name(s):** General Services

**Staff Name and Phone Number:**

David Worthington: 707-565-2809

**Supervisorial District(s):**

5<sup>th</sup> District

**Title:** Fleet Operations Services Agreement with the City of Cloverdale

### **Recommended Actions:**

- 1.) Authorize the Interim Director of General Services to execute an Intergovernmental Service Agreement with the City of Cloverdale to provide installation of specialized equipment, maintenance, and repair services for the City's fleet of vehicles and equipment on a time and materials basis for the initial term of three years with an expiration date of 6/23/2018. Pursuant to GC section § 51301 (2015).
- 2.) Authorize the Director of General Services to execute renewal of the agreement where the City and County have mutually agreed in writing to extend the term of the agreement prior to its expiration or termination for up to two consecutive one (1) year periods, not to exceed a total contract term of five (5) years.

### **Executive Summary:**

The City of Cloverdale Police Department approached the General Services Fleet Operations Division in April of 2015 to investigate the expertise and experience the Division possesses to install and set-up emergency response vehicle equipment to meet the City's immediate and future needs.

The City and County recognized the need and benefit for an agreement that would allow the City to utilize the services of the Fleet Operations Division on an as requested basis for their vehicle and equipment build-up services, fleet maintenance, and repairs. The proposed agreement holds with the County's principles to provide shared services to local municipalities in order to take advantage of economies of scale that result in a shared benefit.

#### Overview of Agreement:

The City is currently in need of one new patrol vehicle being setup to meet their operational needs with future needs to be determined.

The scope of services includes the installation of equipment for its' fleet of vehicles and equipment, performing periodic maintenance, and repairs. The workload is expected to be 2 to 4 vehicles per year.

The County will be reimbursed for all services on a time and materials basis at the standard hourly rate charged to other outside agencies and County non general fund departments. The rates to be charged will cover all costs to be incurred by the County to include direct labor, materials, program administration and business support. The Agreement contains provisions that allow for annual rate changes based on the need to address new or higher level costs incurred by the county. The agreement can also be amended relative to changes in services and work scope upon written approval of both parties.

The agreement with the City of Cloverdale mirrors other fleet maintenance and management service agreements that the County has in place with the City of Cotati, City of Healdsburg, City of Sebastopol, City of Sonoma Police Department, County of Mendocino, Town of Windsor, the Sonoma County Office of Education, and Community Development Commission. Adding the City of Cloverdale workload to the Fleet Operations Division will not necessitate additional FTE's at this time, and will not diminish the level of service provided to Sonoma County fleet vehicles. County fleet service demands are dynamic and fleet management consistently balances resources and workload to maximize efficiency and service quality. The technology that is intrinsic in current vehicle design coupled with the technology that is used to perform maintenance and repairs has increased productivity in fleet management operations. The increased efficiency and productivity provides capacity to undertake the workload projected for the City of Cloverdale fleet component without the addition of new staff or service level reductions at this time. Fleet Operations management will monitor the impact of undertaking this new service demand and has processes in place to augment resources and adjust operations to ensure that both County and City needs are met.

The agreement has an initial term of three (3) years. The City and County may mutually agree in writing to extend the term of the agreement at any time prior to its expiration or termination for two consecutive one (1) year periods, not to exceed a total contract term of five (5) years.

**Prior Board Actions:**

None

**Strategic Plan Alignment**      Goal 2: Economic and Environmental Stewardship

This Agreement benefits the County by distributing the overhead of the Fleet Operations Division over a broader base of revenue customers, thus reducing costs for all County Departments serviced by Fleet Operations.

<b>Fiscal Summary - FY 14-15</b>			
<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$ 30,000		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$ 30,000
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 30,000</b>	<b>Total Sources</b>	<b>\$ 30,000</b>
<b>Narrative Explanation of Fiscal Impacts (If Required):</b>			
<p>The number of vehicles and equipment serviced and repaired, vehicle build-ups, and specialized equipment installations will vary from year to year. The \$30,000 will be recovered through billings to the City of Cloverdale for services rendered. The agreement will not require increasing FTE resources as current staffing levels are sufficient to perform the services noted.</p>			
<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
None			
<b>Attachments:</b>			
None			
<b>Related Items "On File" with the Clerk of the Board:</b>			
One (1) copy of the Fleet Operations Intergovernmental Service Agreement.			



## County of Sonoma Agenda Item Summary Report

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

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

**To:** Sonoma County Board of Supervisors

**Board Agenda Date:** June 23, 2015

**Vote Requirement:** Majority

**Department or Agency Name(s):** General Services

**Staff Name and Phone Number:**

Pam Kinzie: 707-565-7684

**Supervisorial District(s):**

All

**Title:** New Fleet and Materials Lab Facility – Authorize to Bid & Award

### Recommended Actions:

- 1) Approve the Fleet and Materials Lab Facility project, plans and specifications and authorize General Services to issue the project for bid.
- 2) Authorize the Director of General Services to make minor changes in the plans and specifications due to the plan check process and to add a Bid Additive Alternate for additional skylights at the service bay, and to award construction contracts for the project so long as the lowest responsive and responsible bids are within budget.

### Executive Summary:

On November 15, 2011, the Board of Supervisors approved Resolution 11-0619, authorizing the sale of the Government Center Fleet and Materials Lab building and adjacent motor pool site area to the State of California for the new Santa Rosa courthouse project. On January 27, 2015, the Board of Supervisors approved preliminary design for a new Fleet and Materials Lab Facility to be constructed on County-owned property located on Russell Avenue, bounded on the west and north by the Hwy 101 Bicentennial off-ramp.

General Services also requested the City vacate the west end of Russell Avenue, as it is bounded on both sides by County-owned property and the vacation would facilitate a better site layout and some additional parking for the Fleet Facility. The City approved this vacation on May 12, 2015. On April 14, the Board of Supervisors authorized mergers of some County parcels to facilitate the new Fleet Facility project and the street vacation. The Board also authorized the Director of General Services to execute approval and conveyance documents for the vacation of Russell Avenue.

As a condition of the Russell Avenue vacation, the City requires that certain street improvements be made, including undergrounding of the storm line, construction of a new cul-de-sac, continuation of

curb/gutter/sidewalk, relocation of a fire hydrant, and installation of a new streetlight and 'No Parking' signs at the cul de sac. On May 19, the Board of Supervisors approved the plans and specifications for the Russell Avenue Street and Utility Improvements, authorized that the project be issued for bid, and authorized the Director of General Services to authorize any minor changes necessary due to the plan check process and to award construction contract to the lowest responsible and responsive bidder providing that bid is within budget. This work has been issued for bid.

The project CEQA Categorical Exemption was filed on April 15, 2015. A public informational meeting was noticed, advertised, and held in the PRMD hearing room on April 27, 2015. However, no community members attended, so there were no inquiries or comments.

Construction documents for the Fleet and Materials Lab Facility have been prepared and submitted to PRMD for plan check and building permit. The following information is provided in response to the May 19 Board request for additional information:

After careful consideration, staff recommends the option of adding skylights to the service bay be presented as a Bid Additive Alternate. This feature could then be added to the building if budget allows.

LEED Certification and Solar Photovoltaic System:

The project has been designed to achieve LEED Silver, per Board policy. LEED Silver certified buildings generally realize about a 20% savings in energy operating costs versus non-LEED certified buildings. In fact, the project is very close to qualifying for LEED Gold certification. The building has been designed to support photovoltaic solar panels on the roof in the future. Preliminary calculations estimate that the service bay and office roofs have capacity for panels generating approximately 198,000 kWh per year, which is greater than the 183,000 kWh per year projected demand of the building's operations.

The upfront cost to include installation of a solar panel system in the project scope would be approximately \$1,000,000. However, the County Energy and Sustainability Group is exploring options available to the County to procure a photovoltaic system. The CA Energy Commission offers funding with 1% interest every year or so. This project would qualify for this funding, however the timing of additional funding has not yet been announced. There are also individual vendors who offer financing, however the interest rates of most of these programs would be higher. The initial cost, if financed, is typically envisioned as paid over time by the energy savings realized. Preliminary cost benefit calculations estimate the payback period to be about 12 years. Sonoma Clean Power may soon be offering attractive financing or power purchase agreements for solar installations. Under a power purchase agreement (PPA), another entity would provide, install, and own the photovoltaic system (no initial cost to the County), and the County would agree to purchase power from this entity.

Staff recommends that a solar system not be added to the project at this time. Staff will continue to explore the concrete options available for financing or a PPA and return to the Board for consideration once a financially attractive program is identified and full cost benefit analysis can be prepared for specific options.

**Budget Break Down - Project Soft Costs:**

County Capital Budgets are generally built and costs tracked in the following categories:

**Hard Costs:** construction contracts, hazardous materials, direct purchase materials, data/communications infrastructure, security, and other construction

**Furnishings and Relocation:** modular system furniture, other furnishings and equipment, movers, data/communications move, temporary staging

**Soft Costs:** Architect/Engineering services, other consultant services, FDM project management services, administration expenses, permits and fees, testing and inspections.

Contingencies are budgeted in all three of these categories. The amount of contingency estimated and held reduces as design progresses and there are less unknowns. This is true in the construction phase as well.

At the Board meeting of May 19, 2015, the Board requested more information regarding project soft costs. Though it varies with the nature, size and complexity of a project, for this project design fees are budgeted at about 10% of construction cost; FDM project management is budgeted at about 3% of construction cost. More detail is provided in the attached Project Budget.

Next Steps: Due to schedule constraints, staff is requesting that the Board approve the plans and specifications, and authorize the Fleet and Materials Lab Facility to be issued for bid. Staff is further requesting the Board delegate authority to the Director of General Services to authorize preparation of a Bid Additive Alternate for skylights in the service bay, and authorize any minor changes necessary due to the plan check process. Staff is also requesting that authority to award the construction contract be delegated to the Director of General Services as long as the lowest responsive and responsible bids are within the project budget of \$7,000,000 (including the Russell Avenue Street and Utility Improvements.) The total construction cost for this project is below \$10 million and therefore does not necessitate entering into a Project Labor Agreement per the Board's policy. Construction is expected to start late July or August.

Not approving the actions requested would result in delay to the project schedule, jeopardizing the County's ability to complete the project and vacate the existing Fleet building and property by the date specified in the County's agreement with the State.

**Prior Board Actions:**

November 15, 2011 Approved Resolution 11-0619, authorizing the sale of the Fleet and Materials Lab facility and adjacent motor pool site area to the State of California for the new Santa Rosa court house project.

CPP FY 13/14 Approved funding for the Light Fleet Relocation and FF&E (\$900,383).

CPP FY 13/14 Approved funding for Motor Pool Relocation (\$328,557).

June 10, 2014 Approved Master Service Agreement with Kwan Henmi Architects.

January 27, 2015 Approved preliminary design for new Light Fleet and Materials Lab Facility on County-

owned property located on Russell Avenue, Santa Rosa. Approved contract with Kwan Henmi Architects for preparation of construction documents. Acknowledged use of Fleet property sales proceeds \$5,123,570, Fleet ACO \$100,000, and TPW funds \$800,000 for this project with a need of \$2,705,662 proposed from the General fund.

April 14, 2015 Authorized Director of General Services to submit application for merger of County owned parcels, and to execute approval and conveyance documents for vacation of Russell Avenue.

May 19, 2015 Approved Amendment #3 to Kwan Henmi’s FY 14/15 MSA contract, approved plans and specifications and authorize General Services to issue the Russell Avenue Street and Utility Improvements portion of the project for bid, authorized the Director of General Services to make minor changes in the Russell Avenue Street and Utility Improvements plans and specifications due to the plan check process and to award a construction contract for the project so long as the lowest responsive and responsible bid is within budget. Requested that the item return to the Board with discussion of design, project budget breakdown, cost benefit analysis and financing options for solar panel system option, prior to approval for construction of the Fleet and Materials Lab Facility portion of the project.

**Strategic Plan Alignment**      Goal 3: Invest in the Future

With this project, the Board is investing in the future by developing a new, environmentally responsible facility for Light Fleet operations and TPW Materials Lab. This new facility replaces an aging building, and is consistent with the Board’s previous decision to see the existing property to facilitate the State’s development of a new Courthouse and related parking at the Government Center.

**Fiscal Summary - FY 15-16**

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 9,952,510	County General Fund	\$ 2,700,000
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$ 5,123,570
	\$	Contingencies	\$
	\$	Other	\$ 2,128,940
<b>Total Expenditure</b>	<b>\$ 9,952,510</b>	<b>Total Sources</b>	<b>\$ 9,952,510</b>

**Narrative Explanation of Fiscal Impacts (If Required):**

Actions authorized in this Board item are within the Project Budget. Please see Attachment 3 for a detailed break-out of the budget.

\$9,666,133 Fleet and Materials Lab Facility (including Relocation and FF&E)

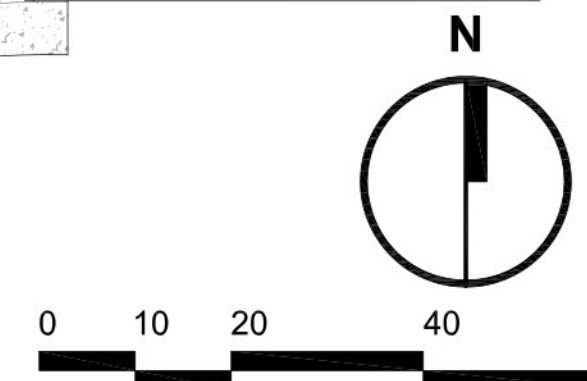
\$ 286,377 Motor Pool (at Sheriff’s Office Building Parking Lot)

\$9,952,510 TOTAL BUDGET



<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
Attachment 1: Project Site Plan and Building Floor Plan Attachment 2: Building Exterior Renderings Attachment 3: Project Budget			
<b>Related Items “On File” with the Clerk of the Board:</b>			
On File 1: Fleet and Materials Lab Facility Arch, Civil, Elec, Permit Plans On File 2: Fleet and Materials Lab Facility Land, Mech-Plumb-Fire, Struct, Permit Plans On File 3: Fleet and Materials Lab Facility Permit Set Specification Book			

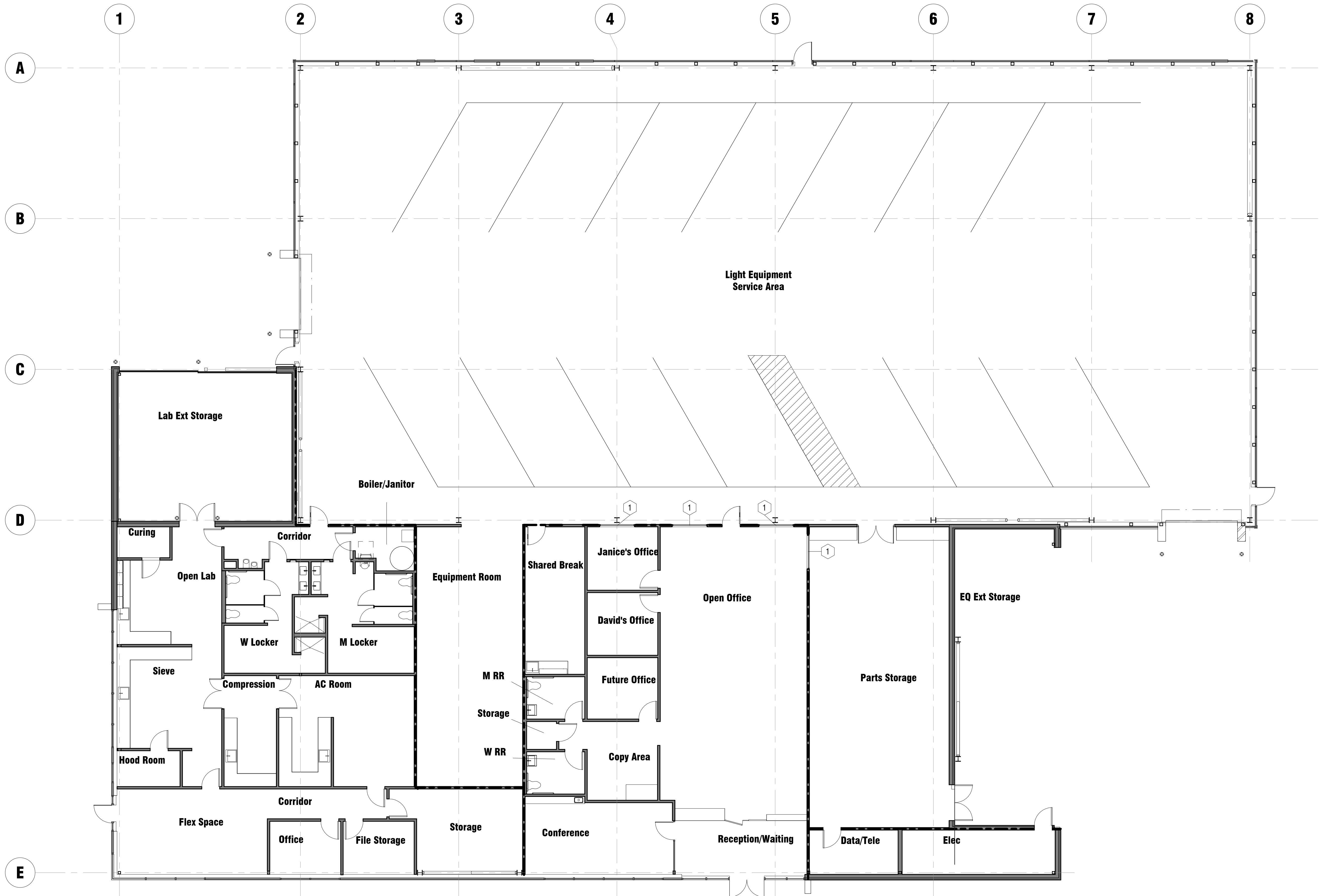






NOTE: If this drawing is not 34in x 22in it has been revised from its original size. Scales noted on drawings and or details are no longer applicable. Copyright 2012 - Kwan Henmi Architecture/Planning

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**1** Dimension Plan  
**A2.01** Scale: 1/8" = 1'-0"



**Sonoma County Fleet  
 & Materials Lab  
 Building**  
 709 Russell Ave. Santa Rosa, CA 95403

Rev Date	Name
3/3/2015	50% Construction Documents

NOT FOR CONSTRUCTION  
 FOR REFERENCE ONLY

Project No: 7301C

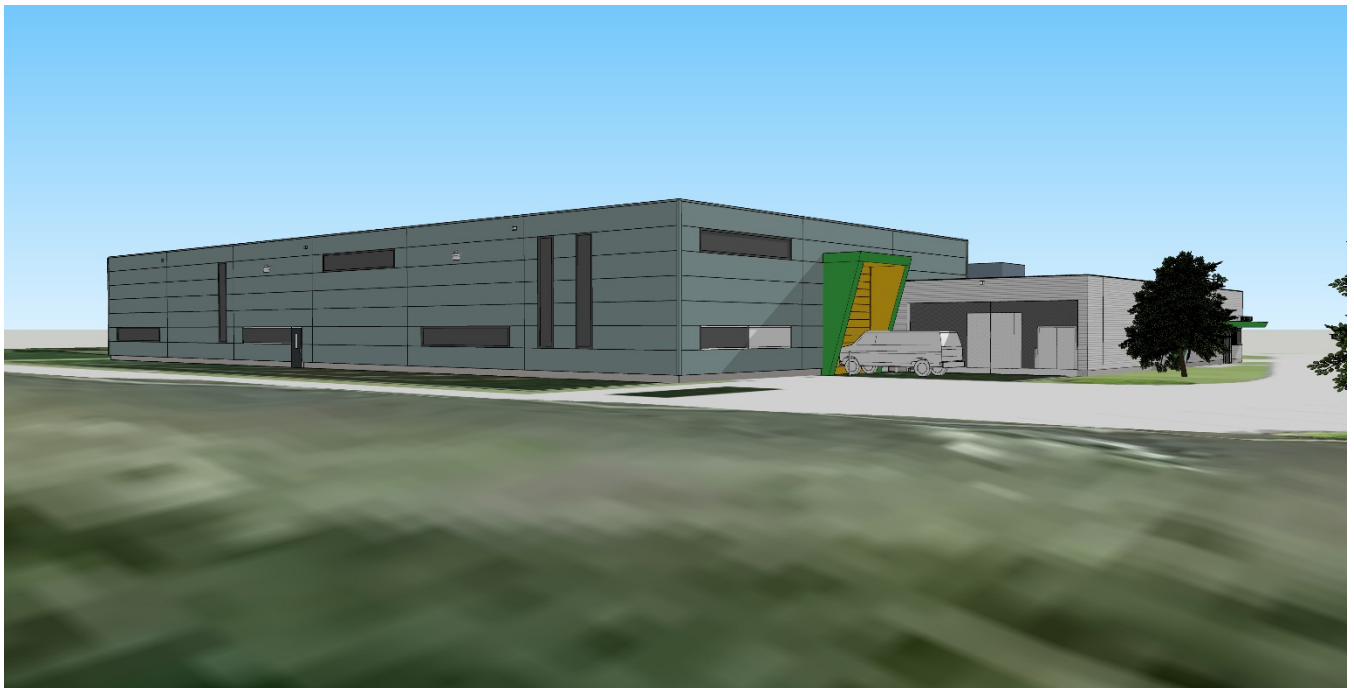
Drawing Title:  
**Dimension Plan**

Sheet Number:  
**A2.01**

**ATTACHMENT 2**



Fleet and Materials Lab Facility from the sky above Highway 101.



Fleet and Materials Lab Facility north and northwest elevations.



Fleet office entrance on south façade of the building.



Materials Lab office entrance on the west façade of the building.

# Budget Status Report

Attachment 3

Date: 6/4/2015

	90%CD Est CURRENT BUDGET 6/3/15	SPENT TO DATE 6/3/15	PERCENT OF BUDGET SPENT
<b>FLEET &amp; MATERIALS LAB FACILITY</b>			
HARD COSTS - CONSTRUCTION CONTRACTS	\$7,000,000	\$0	0%
SUB-TOTAL CONSTRUCTION HARD COSTS	\$7,000,000		
Change Order Contingency (10%)	\$700,000		
TOTAL HARD CONSTRUCTION COSTS	\$7,700,000	\$0	0%
SOFT COSTS:			
Arch A/E Design Services	\$770,000	\$473,380	61%
Other Consultants:	\$141,008	\$57,347	41%
CEQA, Geotech, Survey, Estimating, Move Coord, Etc			
FDM Project Management Services	\$254,373	\$141,189	56%
Incidental Support	\$17,000	\$10,305	61%
Permits & Fees	\$143,864	\$29,837	21%
Special Testing & Inspections	\$27,300		0%
Utility Fees	\$75,000		0%
Wetland Mitigation Fee	\$5,000		0%
DIR Labor Compliance Fee	\$0		0%
SUB-TOTAL SOFT COSTS	\$1,433,545		
Soft Cost Contingency	\$22,843		
TOTAL SOFT COSTS	\$1,456,388	\$712,058	49%
MOVING, FURNITURE & EQUIPMENT:			
Furnishings & Equipment	\$13,000		0%
Moving & Installation Services	\$270,000		0%
Computer/Communications Systems Move	\$6,000		0%
Other Data/Com Costs	\$40,000		0%
Security & Card Access Systems	\$50,000		0%
Incidental Support - Fac Ops	\$40,000		0%
Relocate Fac Ops Storage (7301A)	\$20,000	\$5,527	28%
Relocate Fuel Computer	\$15,550		0%
Fencing & Restriping at Old Fleet/CMP	\$4,000		0%
Temporary Staging	\$2,300		0%
Other	\$2,550		0%
SUB-TOTAL MOVING, FURNITURE & EQUIPMENT	\$463,400		
Contingency (10%)	\$46,345		
TOTAL MOVING, FURNITURE & EQUIPMENT	\$509,745	\$5,527	1%
PROJECT CONTINGENCY/SAVINGS	\$0		
<b>TOTAL PROJECT COST</b>	<b>\$9,666,133</b>	<b>\$717,585</b>	<b>7%</b>

Project # 7412	CURRENT BUDGET 5/29/15	SPENT TO DATE 6/3/15	PERCENT OF BUDGET SPENT
<b>MOTOR POOL AT SHERIFF'S BUILDING</b>			
HARD COSTS - CONSTRUCTION CONTRACTS:			
Motor Pool Construction Contract	\$140,000	\$0	0%
Key Kiosk Equipment	\$60,000	\$0	0%
Signage	\$18,000	\$0	0%
SUB-TOTAL CONSTRUCTION HARD COSTS	\$218,000		
Change Order Contingency (10%)	\$14,000		
TOTAL HARD CONSTRUCTION COSTS	\$232,000	\$0	0%
SOFT COSTS:			
Arch A/E Design Services	\$28,980	\$0	0%
Other Consultants	\$0	\$0	0%
FDM Project Management Services	\$17,300	\$2,968	17%
Incidental Support	\$650	\$0	0%
Permits & Fees	\$2,500	\$0	0%
Special Tests & Inspections	\$0	\$0	0%
SUB-TOTAL SOFT COSTS	\$49,430		
Soft Cost Contingency (10%)	\$4,947		
TOTAL SOFT COSTS	\$54,377	\$2,968	5%
<b>TOTAL DESIGN AND CONSTRUCTION</b>	<b>\$286,377</b>	<b>\$2,968</b>	<b>1%</b>



## 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:** Sonoma County Board of Supervisors

**Board Agenda Date:** June 23, 2015

**Vote Requirement:** Majority

**Department or Agency Name(s):** General Services Department

**Staff Name and Phone Number:**

Marc McDonald: 565-3468

**Supervisorial District(s):**

All

**Title:** New License with Social Advocates for Youth for use of County real property

### **Recommended Actions:**

- 1) Authorize the General Services Director to execute a license agreement with Social Advocates for Youth, for premises located at 3325 Chanate Road, Santa Rosa, comprised of approximately 6,000 square feet of storage space, for an initial one-year term, with a renewal term of one year; and
- 2) Make findings pursuant to Government Code Section 26227 that the County real property which is the subject of the proposed license will not, during the term of the license, be needed for County purposes, and will be used to carry out services to be in the best interest of County and the general public

### **Executive Summary:**

**General.** This Board item involves the execution of a new license agreement with Social Advocates for Youth ("SAY"). For the past 40 years, SAY has been an advocate for policy change, and provides family support and diversion programs for Sonoma County youth and their families, including crisis intervention, counseling, employment, housing and community support.

**Space request.** SAY had been previously utilizing free storage space, in Sonoma Mountain Village, but had been informed that they would need to be moved out by June 1, 2015. SAY then contacted County General Services in late May, 2015, to request a temporary space for storage, until the SAY Dream Center could be completed and ready for operation.

County has identified approximately 6,000 sq. ft. of available storage space in the former Sutter Hospital facility at 3325 Chanate Road, Santa Rosa, and as this space is vacant, there will be no conflict with use by County departments or other tenants, and the space is not needed by County at this time.

Staff has prepared the attached license agreement, the proposed terms of which follow:

Use: Storage space for furniture.

Initial Term: One year, with a renewal option for up to one year.

Consideration: In consideration of the proposed agreement, SAY would provide ongoing support, education, counseling and shelter services to Sonoma County youth. Please also see "Public Interest" below.

Termination: Either party may terminate the agreement for any reason upon 30 days prior notice to the non-terminating party.

**Public interest.** Government Code Section 26227 allows "the Board of Supervisors to contract with other public agencies or private agencies or individuals to operate those programs which the Board of Supervisors determines will serve public purposes." In the furtherance of those programs, the Board of Supervisors may make available any real county property which is not and, during the time of possession, will not be needed for county purposes, and will be used to carry out such programs, upon terms and conditions determined by the Board to be in the best interests of the county and the general public. Staff is recommending and requesting that the Board find that the services provided by SAY will serve public purposes, in the areas of public safety, rehabilitation, welfare, and education for Sonoma County youth and their families.

**Prior Board Actions:**

None.

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

This agreement will provide ongoing support, education, counseling and shelter services to Sonoma County youth and their families.

**Fiscal Summary - FY 14-15**

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



<b>Narrative Explanation of Fiscal Impacts (If Required):</b>			
None.			
<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
None.			
<b>Attachments:</b>			
Attachment 1: Copy of proposed license.			
<b>Related Items “On File” with the Clerk of the Board:</b>			
None.			

**REVOCABLE LICENSE AGREEMENT FOR USE OF COUNTY FACILITIES**

This Revocable License Agreement (“Agreement”), made and entered into on \_\_\_\_\_, 2015 (“Effective Date”), is by and between the **COUNTY OF SONOMA**, a political subdivision of the State of California (“County”), and **SOCIAL ADVOCATES FOR YOUTH**, a 501 (c)(3) organization (“Licensee”). County and Licensee are sometimes collectively referred to herein as the “parties” and singularly, a “party.”

**R E C I T A L S**

WHEREAS, County is the owner of that certain real property located at 3325 Chanate Road, Santa Rosa, CA, County of Sonoma (“County Property”); and

WHEREAS, Licensee desires to utilize a portion of County Property for the purposes of temporary storage; and

WHEREAS, County is willing to allow such use subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the Premises and of the agreements of the respective parties herein set forth, it is mutually agreed as follows:

**A G R E E M E N T**

1. License. The County hereby grants Licensee a license, subject to all the terms and conditions of this Agreement, to use that portion of County real property described in Section 2 below.
2. Premises. Licensee is hereby permitted to use the County real property as specifically shown or described in Exhibit A attached hereto and made a part hereof (“Premises”), consisting of six thousand (6,000) square feet of storage space at 3325 Chanate Road, Santa Rosa, CA.
3. Non-exclusive License. The license herein granted is non-exclusive. County continues to maintain and control the Premises including, without limitation, leasing, sub-leasing and granting of additional licenses.
4. Term. The initial term of this Agreement (“Initial Term”) shall be One (1) year, commencing on July 1, 2015, and expiring at midnight on May 30, 2016, unless earlier terminated in accordance with Section 23 below.
- 4.1 Renewal Term. At the end of the Initial Term, this Agreement shall automatically renew itself from month to month (“Renewal Term”) for a period not to exceed One (1) year, subject to all the provisions contained in this Agreement unless earlier terminated in accordance with Section 23 below. The initial term together with each and any renewal term shall constitute the term (“Term”) of this Agreement.
5. Consideration. Not Applicable

6. Non-Monetary Consideration: In consideration of this Agreement, Licensee shall provide ongoing support, education, counseling and shelter services to youth in the County of Sonoma, said services provide a valuable and needed social benefit for the population of the County.
7. Use. Licensee's use shall be limited to: Storage. No other use shall be permitted. The rules and regulations attached hereto as **Exhibit B**, as well as such rules and regulations as may be adopted by County and provided to Licensee for the safety, care and cleanliness of the Premises and the building of which they are a part and the preservation of good order thereon are hereby expressly made a part hereof, and Licensee hereby agrees to comply with them. Licensee shall be solely responsible for any cost or expense for any and all maintenance and/or repairs required by County or by County's Permit & Resource Management Department ("PRMD"), including without limitation, alterations or repairs necessitated by the Americans with Disabilities Act.
8. Utilities/Repairs/Maintenance. Not Applicable.
9. Equipment Installation and Operation. Not Applicable
10. Taxes. Licensee agrees to pay any and all lawful taxes, assessments, or charges which may at any time be levied by any public entity upon any improvements made as a result of this Agreement.
11. Possessory Interest. Licensee expressly recognizes and understands that this Agreement may create a possessory interest subject to property taxation and that Licensee may be subject to the payment of property taxes levied on such interest.
12. Compliance with Laws. Licensee has represented to County and hereby warrants that Licensee has complied with all laws applicable to the acceptance and use of the license herein granted. Licensee shall observe and comply at all times with all applicable federal, state and county statutes and ordinances, rules, regulations, directives, and orders of governmental agencies now in force or which may hereinafter be in force relating to or affecting the use of the license herein granted.
13. Waste; Nuisance. Licensee shall not commit, suffer, or permit the commission by others of: (i) any waste or nuisance on the Premises; (ii) any action or use of the Premises which interferes or conflicts with the use of the Premises by County or any authorized person; or (iii) any action on the Premises in violation of any laws or ordinances.
14. Inspection. County shall be permitted to enter and inspect the licensed Premises at any and all times.
15. Extent of Grant of License. This Agreement and the license herein granted are valid only to the extent of County's jurisdiction as a land owner or tenant of the Premises. Acquisition of any other necessary permits or entitlements for use are the responsibility of Licensee. **NOTHING CONTAINED IN THIS AGREEMENT SHALL BE CONSTRUED AS A RELINQUISHMENT OF ANY RIGHTS NOW HELD BY COUNTY.**
16. Deposit Refund. Licensee agrees that the deposit, if any be required, made upon execution by Licensee of this Agreement shall not be refundable for any reason unless

County, in its absolute discretion, determines such a refund in whole or in part, to be warranted.

17. Bankruptcy. In the event of bankruptcy of Licensee or writ of attachment of execution against Licensee, this Agreement shall, at the option of the County, immediately terminate.
18. Non liability of County. County, its officers, agents, and employees shall not be liable to Licensee for any loss or damage to Licensee or Licensee's property from any cause. Licensee expressly waives all claims against County, its officers, agents, and employees, unless such injury or damage is caused by or due to the sole negligence or willful misconduct of County, its officers, agents, and employees. Licensee hereby agrees to accept the Premises in its "as-is" physical condition and its "as-is" state of repair.
19. Indemnification. Licensee agrees to accept all responsibility for loss or damage to any person or entity, including but not limited to County, and to defend, indemnify, hold harmless, reimburse and release County, its officers, agents, and employees, from and against any and all actions, claims, damages, disabilities, liabilities and expense, including but not limited to attorneys' fees and the cost of litigation incurred in the defense of claims as to which this indemnity applies or incurred in an action by County to enforce the indemnity provisions herein, whether arising from personal injury, property damage or economic loss of any type, that may be asserted by any person or entity, including Licensee, arising out of or in connection with any of the circumstances described in Sections 19.1, 19.2, 19.3 and 19.4, whether or not there is concurrent negligence on the part of County, but, to the extent required by law, excluding liability due to the sole or active negligence or due to the willful misconduct of County. If there is a possible obligation to indemnify, Licensee's duty to defend exists regardless of whether it is ultimately determined that there is not a duty to indemnify. County shall have the right to select its own legal counsel at the expense of Licensee, subject to Licensee's approval, which approval shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Licensee or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.
  - 19.1 Use of Premises. Use of the Premises in any manner by Licensee, its agents, employees, invitees, subtenants, licensees and contractors, and the agents, employees, patrons, contractors and invitees of subtenants, including any use of the Premises not allowed under this Agreement.
  - 19.2 Breach by Licensee. Any breach by Licensee of the terms, covenants or conditions herein contained.
  - 19.3 Approval of Agreement. The approval of this Agreement by County.
  - 19.4 Other Activities. Any other activities of Licensee, its agents, employees and subtenants.
20. Insurance. With respect to the rights granted hereunder, Licensee shall maintain and shall require all of its subcontractors to maintain insurance as described in Exhibit C attached hereto and made a part hereof.

21. Liability for Loss or Damage to County Property. Licensee shall be liable to County for any loss or damage to the Premises arising from or in connection with Licensee's performance hereunder or any of its officers, agents, and employees.
22. Nondiscrimination. In the performance of this Agreement, Licensee shall comply with all applicable federal, state and local laws, rules and regulations regarding nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, sexual orientation, marital status, age, medical condition or disability.
23. Termination by License or County. Licensee or County may terminate this Agreement for any reason whatsoever upon thirty (30) days prior written notice to the other party.
24. License is Personal. The license herein granted is personal to Licensee and no right hereunder may be assigned, sublet, or otherwise transferred in whole or in part without the prior written consent of County, and any attempt to assign, sublet or transfer shall be of no force or effect whatsoever unless and until County shall have given its written consent thereto. County may withhold its consent for any reason.
25. Provisions are Conditions of Use/Occupancy. Each provision of this Agreement shall be deemed a condition of the right of Licensee to use or continue to occupy the Premises. Notwithstanding anything stated to the contrary herein, if Licensee fails to perform any provision of this Agreement at the time and in the manner herein provided, County may at its option immediately terminate this Agreement; this right to terminate shall be cumulative to any other legal right or remedy available to County.
26. Licensee to Act in Independent Capacity. Licensee, its officers, agents, and employees shall act in an independent capacity and shall not represent themselves to be or be construed to be officers, agents, or employees of County.
27. License Not a Lease. This Agreement does not constitute a lease, but constitutes a mere revocable license and Licensee is limited to the use of the Premises expressly and specifically described above. If access routes are not specifically described in Section 2 of this Agreement, Licensee shall be entitled to use only the access route(s) designated by the County. Licensee shall have no right or privilege in any respect whatsoever to use any other part of the property of County for any purpose whatsoever. Licensee disclaims any interest that when coupled with the license herein granted would render it irrevocable.
28. Notice. Any notice required or permitted to be given under this Agreement shall be in writing. Delivery of such written notice shall be conclusively taken as sufficiently given forty-eight (48) hours after deposit in the United States Mail, registered or certified, return receipt requested, with the postage thereon fully prepaid, addressed as follows:

If to COUNTY:

**COUNTY OF SONOMA**  
General Services Department  
Attn. Real Estate Manager  
2300 County Center Drive, Suite A200  
Santa Rosa, CA 95403

If to LICENSEE:           **SOCIAL ADVOCATES FOR YOUTH**  
  Attn: Executive Director  
  3440 Airway Drive, Suite E  
  Santa Rosa, CA 95403

Either party may at any time change its address for notices by giving written notice of such change to the other party in the manner provided in this Section 28.

29. No Continuing Waiver. The waiver by County of any breach of any of the provisions of this Agreement shall not constitute a continuing waiver of any subsequent breach of the same, or of any other provision of this Agreement.
30. Surrender. Upon the expiration or sooner termination of this Agreement, Licensee, at its sole cost and expense, shall remove, revise, or relocate such of its structures and equipment as is designated by County, restore the Premises to its original condition, and vacate the Premises. Should Licensee neglect to restore the Premises to a condition satisfactory to County, County may perform such work or have the work performed, and Licensee shall immediately reimburse County for all direct and indirect costs associated with such work upon receipt of a statement therefor.
31. General Provisions.
  - 31.1 Time of Essence. Time is and shall be of the essence of this Agreement and of each and every provision contained in this Agreement.
  - 31.2 Incorporation of Prior Agreements; Amendments. This Agreement contains all the agreements of the parties with respect to any matter mentioned herein. No prior agreement, or understanding pertaining to any such matter shall be effective. This Agreement may be modified in writing only, signed by the parties in interest at the time of the modification, and this sentence may not be modified or waived by any oral agreement, whether executed or unexecuted.
  - 31.3 Binding Effect; Choice of Law. This Agreement shall be binding upon and inure to the benefit of the parties, their personal representatives, successors, and assigns. This Agreement shall be governed by the laws of the State of California and any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Sonoma.
  - 31.4 Amount Due Payable in U.S. Money. All sums payable under this Agreement must be paid in lawful money of the United States of America.
  - 31.5 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.
  - 31.6 Construction of Agreement; Severability. To the extent allowed by law, the provisions in this Agreement shall be construed and given effect in a manner that avoids any violation of statute, regulation, or law. County and Licensee agree that in the event any provision in this Agreement is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such provision shall in no way affect any other provision in this Agreement. Licensee and County

acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Licensee and County further acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

- 31.7 Relationship. The parties intend by this Agreement to establish the relationship of licensor and licensee only, and do not intend to create a partnership, joint venture, joint enterprise, or any business relationship other than that of licensor and licensee.
- 31.8 Captions. The captions in this Agreement are for convenience only and are not a part of this Agreement. The captions do not in any way limit or amplify the provisions hereof, and shall have no effect upon the construction or interpretation of any part hereof.

**LICENSEE HAS CAREFULLY READ AND CONSIDERED THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND HEREBY AGREES THAT LICENSEE SHALL BE BOUND BY ALL SAID TERMS AND CONDITIONS.**

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

“LICENSEE”: **SOCIAL ADVOCATES FOR YOUTH**, a 501 (c)(3) organization

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

By: \_\_\_\_\_

Tawny Tesconi, Interim Director  
Department of General Services

The General Services Director is authorized to execute this Agreement pursuant to the Board of Supervisors Summary Action dated \_\_\_\_\_, 2015.

APPROVED AS TO FORM  
FOR COUNTY:

\_\_\_\_\_  
Elizabeth Coleman  
Deputy County Counsel

APPROVED AS TO SUBSTANCE  
FOR COUNTY:

\_\_\_\_\_  
Marc McDonald  
Real Estate Manager

CERTIFICATE OF INSURANCE  
ON FILE WITH DEPARTMENT:

Reviewed by: \_\_\_\_\_ Date: \_\_\_\_\_



**Exhibit A**

[Description/Depiction of the Premises]

**Exhibit B**

**RULES AND REGULATIONS**

1. No sign, placard, picture, advertisement, name or notice shall be inscribed, displayed, printed or affixed on or to any part of the outside or inside of the building of which the Premises are comprised or are a part without the written consent of County first had and obtained, and County shall have the right to remove any such sign, placard, picture, advertisement, name or notice without notice to and at the expense of Licensee.

All approved signs or lettering on doors shall be printed, painted, affixed or inscribed at the expense of Licensee by a person approved of by County.

Licensee shall not place anything or allow anything to be placed near the glass of any window, door, partition or wall which may appear unsightly from outside the Premises. Licensee shall not, without prior written consent of County, sunscreen any window.

2. The sidewalks, halls, passages, exits, entrances, elevators and stairways shall not be obstructed by Licensee or used for any purpose other than for ingress to and egress from the Premises.
3. Licensee shall not alter any lock or install any new or additional locks or any bolts on any doors or windows of the Premises.
4. The toilet rooms, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever shall be thrown therein and the expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by Licensee.
5. Licensee shall not overload the floor of the Premises or in any way deface the Premises or any part thereof.
6. No furniture, freight or equipment of any kind shall be brought into the Premises without the prior notice to County, and all moving of the same into or out of the building of which the Premises are comprised or are a part shall be done at such time and in such manner as County shall designate. County shall have the right to prescribe the weight, size and position of all safes and other heavy equipment brought into the Premises and also the times and manner of moving the same in and out of the Premises. Safes or other heavy objects shall, if considered necessary by County, stand on support of such thickness as is necessary to properly distribute the weight. County will not be responsible for loss of or damage to any such safe and property from any cause, and all damage done to the building by moving or maintaining any such safe or other property shall be repaired at the expense of Licensee.
7. Licensee shall not use, keep or permit to be used or kept any foul or noxious gas or substance in the Premises, or permit or suffer the Premises to be occupied or used in a manner offensive or objectionable to the County or other occupants of the building of which the Premises are comprised or are a part by reason of noise, odors and/or vibrations, or interfere in any way with other occupants or those having business therein, nor shall any animals or birds be brought in or kept in or about the Premises. Disability assistance animals shall, however, be permitted in the Premises.

Attachment 1

8. No cooking shall be done or permitted on the Premises by Licensee nor shall the Premises be used for the storage of merchandise, for washing clothes, for lodging, or for any improper, objectionable or immoral purposes.
9. Licensee shall not use or keep in the Premises any kerosene, gasoline or inflammable or combustible fluid or other hazardous material, or use any method of heating or air conditioning other than that supplied by County.
10. County will direct electricians as to where and how telephone and telegraph wires, if any, are to be introduced. No boring or cutting for wires will be allowed without the consent of County. The location of telephones, call boxes and other office equipment affixed to the Premises shall be subject to the approval of County.
11. County shall in no case be liable for damages for any error with regard to the admission to or exclusion from the building or Premises of any person. In case of invasion, mob, riot, public excitement or other commotion, County reserves the right to prevent access to the Premises during the continuance of the same by closing of the doors or otherwise, for the safety of the occupants and protection of property in the building and the building.
12. County reserves the right to exclude or expel from the Premises any person who, in the judgment of County, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of these rules and regulations or the Agreement to which these rules and regulations are made a part.
13. No vending machine or machines of any description shall be installed, maintained or operated upon the Premises without the written consent of the County.
14. County shall have the right, exercisable without notice and without liability to Licensee, to change the name and street address of the building of which the Premises are comprised or are a part.
15. Licensee shall not disturb, solicit or canvass any occupant of the building of which the Premises are comprised or are a part and shall cooperate to prevent same.
16. Without the written consent of County, Licensee shall not use the name of the building of which the Premises are comprised or are a part in connection with or in promoting or advertising the business of Licensee.
17. County shall have the right to control and operate the public portions of the building of which the Premises are comprised or are a part and the public facilities and heating and air conditioning, as well as facilities furnished for the common use of the occupants, in such manner as it deems best for the benefit of the occupants generally.
18. All entrance doors shall be left locked when the Premises are not in use, and all doors opening to public corridors shall be kept closed except for normal ingress and egress from the Premises.

Attachment 1

**Exhibit C**

Licensee shall maintain and require its subcontractors and agents to maintain, during the term of this License or any extensions of the term, insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*.

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 License or failure to identify any insurance deficiency shall not relieve Licensee from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the term of this License.

**1. Workers Compensation and Employers Liability Insurance**

- a. Required if Licensee has employees as defined by the Labor Code of the State of California.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. 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 Licensee currently has no employees as defined by the Labor Code of the State of California, Licensee agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this License 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; the General Aggregate shall apply separately to each location. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Umbrella Liability Insurance. If Licensee maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Licensee.
- 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. Licensee is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Licensee has a claim against the insurance or is named as a party in any action involving the County.
- d. **County of Sonoma, its Officers, Agents and Employees, Attn: General Services Department, FDM Division, 2300 County Center Drive, Suite A220, Santa Rosa, CA, 95403** shall be additional insureds for liability arising out the ownership, maintenance or use of that part

of the premises Licensed to Licensee (ISO endorsement CG 20 11 or equivalent).

- 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 shall be endorsed to include a written waiver of the insurer's right to subrogate against County.
- g. The policy shall cover inter-insured suits between County and Licensee and include a "separation of insureds" or "severability" clause which treats each insured separately.
- 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. Property Insurance for Business Personal Property and Tenants Improvements**

*(Required only during the Post-Construction Period)*

- a. Property insurance on a "special form" or "all risks" basis.
- b. Minimum Limit: the full current combined replacement cost of Licensee's Business Personal Property and Licensee's improvements.
- c. The insurance shall apply on a replacement cost basis, without deduction for depreciation.
- d. Licensee shall disclose any deductible or self-insured retention in excess of \$25,000 and such deductible or self-insured retention must be approved in advance by County. Licensee is responsible for any deductible or self-insured retention.
- e. Required Evidence of Insurance: Certificate of Property Insurance or Evidence of Commercial Property Insurance.

### **4. Automobile Liability Insurance**

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limit may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos. If Licensee currently owns no autos, Licensee agrees to obtain such insurance should any autos be acquired during the term of this License or any extensions of the term.
- c. Insurance shall cover hired and non-owned autos.
- d. Required Evidence of Insurance: Certificate of Insurance.

### **5. Increases in Limits of Insurance**

County may periodically require higher policy limits if such increased limits are reasonably available in commercial insurance markets.

### **6. 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.

### **7. Documentation**

- a. The Certificate of Insurance must include the following reference: **6,000 square feet of storage space at 3325 Chanate Road, Santa Rosa, CA**
- b. All required Evidence of Insurance shall be submitted prior to the execution of this License. Licensee 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:  
**County of Sonoma, its Officers, Agents and Employees**  
**Attn: General Services Department, FDM Division**  
**2300 County Center Drive, Suite A220**  
**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. Licensee shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

**8. Policy Obligations**

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

**9. Material Breach**

If Licensee fails to maintain insurance which is required pursuant to this License, it shall be deemed a material breach of this License. County, at its sole option, may terminate this License and obtain damages from Licensee resulting from said breach. Alternatively, County may purchase such required insurance and Licensee shall immediately reimburse County for 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:** 23  
(This Section for use by Clerk of the Board Only.)

**To:** Sonoma County Board of Supervisors

**Board Agenda Date:** June 23, 2015

**Vote Requirement:** Majority

**Department or Agency Name(s):** General Services

**Staff Name and Phone Number:**

Tawny Tesconi: 707-565-8058

**Supervisorial District(s):**

3<sup>rd</sup> District

**Title:** Approval of non-binding Letter of Intent between the County of Sonoma, Sonoma County Fair, Inc., and Sonoma County Fair Foundation regarding potential ground-lease

### **Recommended Actions:**

Approve the non-binding Letter of Intent summarizing the proposed terms between the County of Sonoma, the Sonoma County Fair, Inc., and the Sonoma County Fair Foundation for the proposed long term lease of a portion of the Fairgrounds designated for construction of a 12,000 +/- square foot barn building and related improvements.

### **Executive Summary:**

In July of 2014, the Board of Supervisors approved the construction of an agricultural education facility in honor of Saralee McClelland Kunde and Richard Kunde. The facility is proposed to be a multi-use permanent structure to allow for expanded fair-time agricultural educational activities as well as creating a year round agricultural education center for the public. Additionally, the facility will be utilized as a resource for local youth involved in agriculture.

The agriculture education facility is anticipated to be approximately 12,000 +/- square feet in size, complete with ADA compliant restrooms and an area to provide "Farm to Table" chef demonstrations. The facility will be considered part of the Fairgrounds rental inventory, predominantly for agriculture-related events such as Sonoma County Farm Bureau Ag Days, 4-H events, and wine judging competitions. The facility will be located at 1350 Bennett Valley Road where the north end of the existing Sheep Barn currently exists.

The construction cost of this facility is estimated at \$1.9 million dollars. The majority of these funds are projected to come through donations and contributions from local individuals, businesses and non-profit organizations. The fund raising effort will be managed by the Sonoma County Fair Foundation.

The purpose of this proposed Non-Binding Letter of Intent is solely to summarize the details of the



terms and conditions offered to date in anticipation of crafting the future lease agreement between the County of Sonoma (as the landlord), the Sonoma County Fair, Inc. (as the manager), and the Fair Foundation (tenant). The parties acknowledge they do not intend to enter into any binding agreement based on the terms and conditions of this proposal at this time and are free to propose different terms and conditions from those summarized in the attached Non-Binding Letter of Intent. The general terms of the proposal are as follows: term is for twenty-five (25) years and set to commence upon execution of a Lease by all parties; County will demolish the existing structure on the premises prior to Tenant's possession; Tenant will be responsible for constructing the improvements, which will be owned by the County upon expiration of the Lease; Manager will be responsible for operating costs during the term of the Lease; and County will contribute \$200,000 towards the project, previously approved by the Board on November 14, 2014.

Upon approval of the Non-Binding Letter of Intent, County staff, representatives of the Sonoma County Fair, Inc., and the Sonoma County Fair Foundation will negotiate a Lease, which will come back to the Board for approval pursuant to Government Code section 25536.

**Prior Board Actions:**

11/14/14: Approval of 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.  
 7/22/14: Approve construction of an Agricultural Education facility in honor of Saralee McClelland Kunde and Richard Kunde.

**Strategic Plan Alignment**      Goal 2: Economic and Environmental Stewardship

The new Agriculture Education facility will expand resources supporting and celebrating the county's agricultural community.

**Fiscal Summary - FY 14-15**

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

**Narrative Explanation of Fiscal Impacts (If Required):**

<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
Attachment 1: Non-Binding Letter of Intent			
<b>Related Items “On File” with the Clerk of the Board:</b>			

PROPOSED SCHEDULE FOR APPROVAL OF SARALEE BARN LEASE

May 28, 2015	Fair Board considers draft letter of intent and provides input to Fair staff.
May 29, 2015	Fair Foundation considers, and approves if acceptable, letter of intent.
June 16, 2015	County Board of Supervisors considers, and approves if acceptable, letter of intent.
June 25, 2015	Fair Board considers/approves letter of intent
June 25-July 10	Staff finalize ground lease.
July [17], 2015	Foundation considers/approves ground lease.
July 21, 2015	County Board of Supervisors considers/approves ground lease.
July 23, 2015	Fair Board considers/approves ground lease.
August 9, 2015	Ground Breaking Ceremony
August 15, 2015	Foundation begins demolition of existing barn
Spring 2016	Completion of Improvements



Improvements.

OPERATION EXPENSES  
AND REVENUES

Upon Tenant obtaining a final occupancy permit, Landlord shall be responsible for paying the future operating expenses of the Improvements. Notwithstanding the foregoing, Tenant agrees to pay any possessory interest taxes related to Tenant', insurance, utilities, permits, entitlements, maintenance and repair. Subject to the reserved uses of the Premises by Tenant, Landlord shall be entitled to schedule events, including setting the facility use fees for such events, at the Improvements and Landlord shall be entitled to all revenues associated with the use of the Improvements.

OWNERSHIP OF LEASEHOLD  
IMPROVEMENTS DURING  
LEASE TERM

Improvements or additions to the Premises made by Tenant shall be the property of Tenant during the term of the lease.

ASSIGNMENT AND  
SUBLETTING

The consent of the Landlord shall be required for any assignment or subletting of the Premises.

CONSTRUCTION OF  
IMPROVEMENTS

Tenant shall be entitled to construct the Improvements on the Premises, subject to meeting the following minimum conditions: (1) providing Landlord and Owner with performance and payment bonds in the amount of the value of the Improvements; (2) naming Landlord and Owner as additional insured under the general contractor's insurance policy; (3) assigning a acceptable warranty of the construction work from the general contractor to Landlord and Owner upon completion of the Improvements.

DONATIONS OF PUBLIC  
FUNDS AND RESTRICTED  
USES

Owner has committed to donate \$200,000 to Landlord to be used towards non-construction related improvements associated with the Saralee and Richard's Barn project. Such funds can be used by Landlord to pay for expenses related to engineering, architecture, ADA design, operational expenses upon completion of the Improvements and other similar expenses.

EARLY TERMINATION

Upon completion of the Improvements, Tenant may unilaterally exercise an early termination of the Lease by providing Landlord and Owner with at least one years' advance notice.

*This letter agreement is nonbinding and is intended solely as a summary of the terms that are currently proposed by the parties. The parties acknowledge that they neither intend to enter, nor have they entered, into any agreement to negotiate a definitive agreement pursuant to this proposal, and either party may, at any time prior to execution of such definitive agreement, propose different terms from those summarized here or unilaterally terminate all negotiations without any liability whatsoever to the other party. Each party is and will be solely liable for all of its own fees, costs, and other expenses in conjunction with negotiation and preparation of a final agreement pursuant to this proposal.*

**SONOMA COUNTY BOARD OF SUPERVISORS**

**SONOMA COUNTY FAIR AND EXPOSITION, INC.**

By \_\_\_\_\_  
Susan Gorin, Chairperson

By \_\_\_\_\_  
[name], President

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

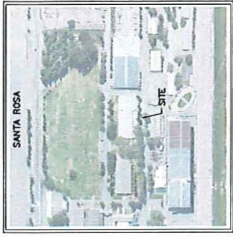
**SONOMA COUNTY FAIR FOUNDATION**

By \_\_\_\_\_  
[name], [title]

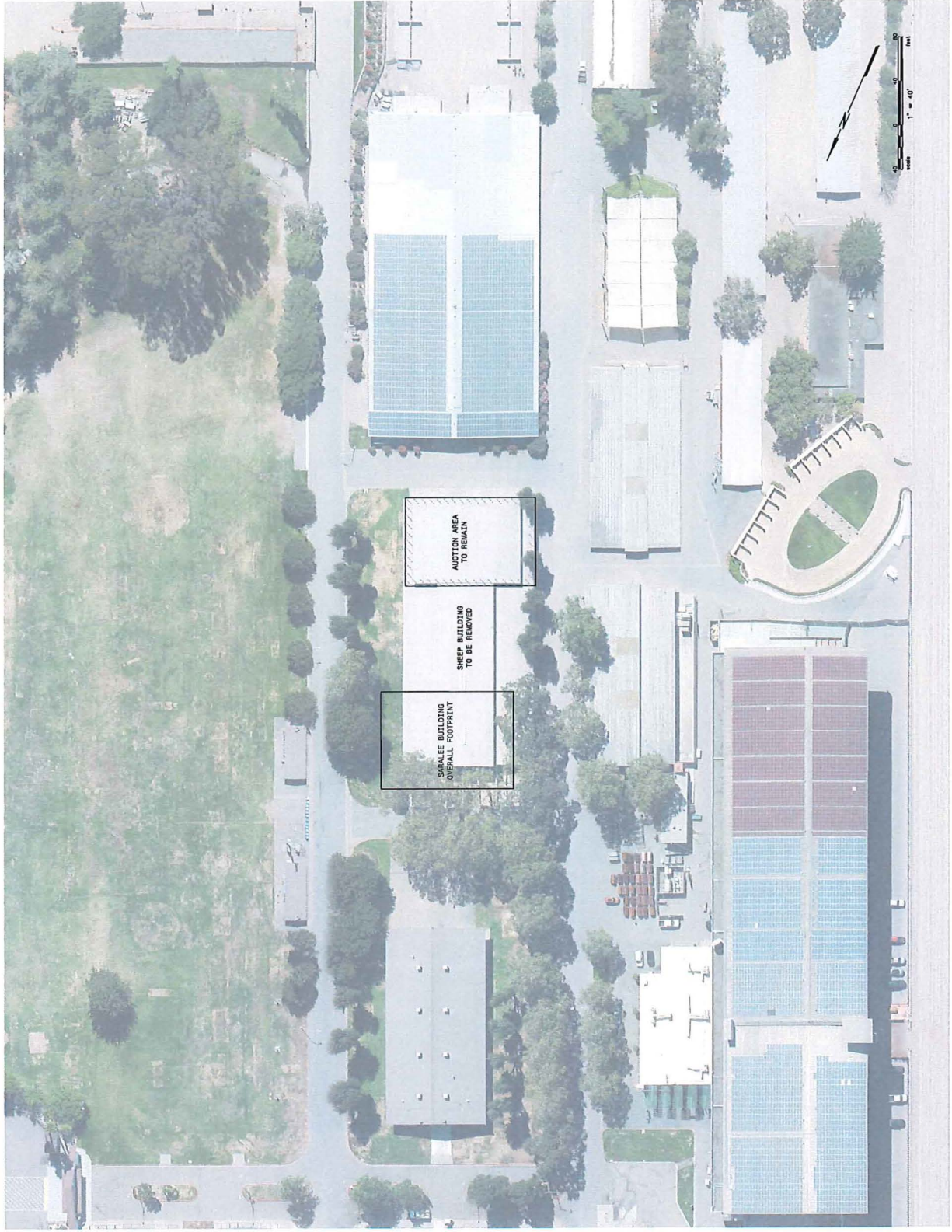
Dated: \_\_\_\_\_

**ATTACHMENT A**  
**Map of Leased Premises**





VICINITY MAP  
NOT TO SCALE



SONOMA COUNTY FAIRGROUNDS  
APRIL, 2014

PREPARED BY



3250 SONOMA COUNTY AVENUE  
SONOMA, CA 94965  
(707) 535-1000 FAX: (707) 535-4024

SHEET 1 OF 1 SHEETS

DATE: 03/10/14



**ATTACHMENT B**  
**Depiction of Improvements**





EXISTING FINLEY HALL  
OLIVE ORCHARD WITH DISPERSED SEATING

DEMONSTRATION VINEYARD

SARALEE AND RICHARD'S BARN  
OVERALL FOOTPRINT 11,280 SQ FT±  
FF 112.80

WROUGHT IRON ENTRY ARCH

SEAT WALL

FOUNTAIN 14' DIAMETER

WROUGHT IRON ENTRY ARCH

SARALEE AND RICHARD'S BARN  
SONOMA COUNTY FAIRGROUNDS  
SANTA ROSA, CALIFORNIA

SITE PLAN DETAIL

0 5 10 20







## County of Sonoma Agenda Item Summary Report

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

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

**To:** Board of Supervisors of Sonoma County

**Board Agenda Date:** June 23, 2015

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Rita Scardaci, 565-7876

**Supervisorial District(s):**

Countywide

**Title:** Partnership HealthPlan of California Agreements

### **Recommended Actions:**

Authorize the Director of Health Services to execute a Memorandum of Understanding with Partnership HealthPlan of California to define responsibilities in the provision of Targeted Case Management services to Medi-Cal beneficiaries.

Authorize the Director of Health Services to execute a revenue agreement with Partnership HealthPlan of California for the period June 23, 2015 through April 30, 2016, to accept \$75,000 in revenue to conduct a feasibility study of service models aimed at improving quality of care to chronic inebriates in Sonoma County.

### **Executive Summary:**

This item requests approval of two agreements with Partnership HealthPlan of California (PHC) as follows: 1) Memorandum of Understanding (MOU) to define responsibilities in the provision of Targeted Case Management (TCM) services to Medi-Cal beneficiaries and 2) revenue agreement for the period June 23, 2015 through April 30, 2016, to accept \$75,000 in revenue to conduct a feasibility study of service models aimed at improving quality of care to chronic inebriates in Sonoma County.

### **Targeted Case Management Memorandum of Understanding**

Partnership HealthPlan of California operates the regional managed health care system for Medi-Cal enrollees in Sonoma County, providing case management with a focus on client medical needs. The Department of Health Services' TCM Program is implemented through the Nurse Family Partnership program and the Maternal Child Health Field Nursing program, which focus on management of the whole client and also address medical needs as appropriate. The proposed MOU with PHC defines responsibilities in the implementation of a collaborative approach between the Department's TCM program and PHC's Medi-Cal managed care health plan, with the goal of offering the broadest care possible to clients.

The California "Bridge to Reform," Section 1115 Medicaid Demonstration Waiver and the related Medi-Cal managed care expansion requires Medi-Cal managed care health plans to be responsible for the

provisions of case management services for Medi-Cal beneficiaries. According to DHCS' Policy and Procedure Letter 15-002, dated January 30, 2015, Local Government Agencies in all Medi-Cal Managed Care counties are required to enter into an MOU, effective July 1, 2015, that clearly defines responsibilities for the provision of TCM services to protect against duplication of services being provided to Medi-Cal beneficiaries and therefore, claimed for payment by the managed care health plan and County TCM programs. This MOU formalizes practices already in place, as documented in the Department's TCM Performance Monitoring Plan.

Targeted Case Management services include case management services, referral to services, and care coordination for Medi-Cal eligible individuals within specific targeted groups, including the following: children under the age of 21, medically fragile individuals, individuals at risk of institutionalization, individuals in jeopardy of negative health or psycho-social outcomes, and individuals with a communicable disease. Services include support and assistance to access medical, social, and education services. Services provided by the Department of Health Services are claimed for reimbursed to the California Department of Health Care Services (DHCS) in accordance with federal financial participation rules. The County's participation in TCM improves the availability and accessibility of Medi-Cal services to eligible and potentially eligible individuals and their families. Currently, DHS administers the reimbursement invoices for TCM services provided by the Department's Public Health Home Visiting program and the Human Services Department Older Adults Linkages program.

#### **Local Innovation Grant Program**

Local Innovation Grant Program funding will be used to conduct a feasibility study of enhanced service delivery models to serve Sonoma County's chronically inebriated that will address the following goals:

- Decreased number of inappropriate ambulance trips and emergency department visits to local hospitals by chronically inebriated individuals.
- Improved long-term outcomes for chronically inebriated and alcohol-dependent persons (particularly for homeless and individuals with co-occurring mental illnesses) and reduced recidivism rates for this population.
- Long-term financial solvency and stability of any newly identified service models.

High utilization of emergency services by chronically inebriated individuals is an identified problem nationally and throughout the State of California. In recent years, cities like San Francisco and San Diego have implemented innovative programs to address the needs of chronically inebriated individuals by diverting them from hospital emergency departments and/or local jails into sobering or detoxification centers. The cumulative impact of emergency room overcrowding and ambulance emergency care, as well as access barriers caused by ambulance diversion and the shortage of available hospital bed space, leads to higher healthcare costs.

In Sonoma County, high utilization of local hospital emergency department services by chronically inebriated individuals has been an increasing concern for hospital administrators. Emergency department overcrowding and corresponding ambulance system impacts are creating unnecessary costs in the healthcare delivery system, and may prevent individuals from receiving the appropriate level of care to access other needed services and improve patient outcomes.

Although social detoxification services are available in Santa Rosa through the Center Point Drug Abuse Alternatives Center (DAAC), individuals who are picked up by ambulance cannot be delivered directly to DAAC for services. Ambulance paramedics in California are currently required by state regulations to

deliver patients to a general acute care hospital emergency department. In order to acquire state and local approval for ambulances in Sonoma County to transport patients directly to DAAC, increased standards of care and staffing changes may need to be implemented for DAAC's social detoxification services.

#### Purpose of Grant

The PHC Local Innovation Grant Program will partially fund a programmatic feasibility study that will explore three strategies to address the problem of chronically inebriated individuals in Sonoma County's hospital emergency departments. This study will create baseline outcome data on the chronically inebriated population, assess licensing, regulatory and risk issues, and create an implementation plan for needed changes. The goal of this effort is to determine if significant reductions in admissions to hospital emergency departments and related ambulance transports can be achieved in order to reduce costs and improve quality of care and patient outcomes. The three strategies include:

##### *Strategy 1 – Increase and Enhance Existing Services*

Expand DAAC's capacity to support a social detoxification model that enhances opportunities for recovery and leads to improved health outcomes for chronically inebriated individuals (such as more effective care coordination, increased beds, etc.).

##### *Strategy 2 – Alternate Destination Model*

Institute a community paramedic model that allows EMS to bypass emergency departments and deliver intoxicated individuals (with no other acute medical needs) directly to a detoxification center. Movement toward this model would include acquiring local and state approval that would allow ambulances to transport inebriated individuals directly to DAAC's sobering center rather than to a hospital emergency department.

##### *Strategy 3 – Alternate Transportation Model*

Utilize alternate transportation methods (outside of ambulances and law enforcement) that allow the serial inebriate population in rural areas of the County to access more appropriate levels of service. This analysis will include the evaluation of triage capabilities and the consideration of alternative transportation services providers.

#### Partnerships and Fund Leveraging

In order to maximize this grant-funded opportunity, additional funds have been requested from Sonoma County Health Alliance to augment data collection, include a financial sustainability plan for each strategy, and to begin strengthening the infrastructure of the current DAAC sobering center program in order to lay the groundwork for a larger service model change in 2016. In addition, funds are being requested to set-up an interim pilot project that will fast track medically-cleared intoxicated clients out of emergency departments. This pilot will alleviate some of the immediate emergency department capacity issues while also providing additional data for the feasibility study.

Sonoma County Health Alliance members include Kaiser Permanente, Sutter Medical Center of Santa Rosa, Sonoma County Department of Health Services, St. Joseph Health – Sonoma County, United Way and Redwood Community Health Coalition.

#### **Prior Board Actions:**

On May 21, 2013 the Board approved 1) Standard Agreement Number 13-90014 with the California

Department of Health Care Services for the period July 1, 2013 through June 30, 2016 for the County to receive Federal Financial Participation reimbursement for Medi-Cal Administration Activities in an amount not to exceed \$18,000,000, and 2) Targeted Case Management Provider Participation Agreement with the California Department of Health Care Services for the period July 1, 2013 through June 30, 2018 for the County to receive Federal Financial Participation reimbursement based on an annual cost report and encounter rate.

On May 22, 2007, the Board approved Targeted Case Management Provider Participation Agreement with the California Department of Health Services for FY 08-09 through FY 11-12.

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

The TCM MOU will allow the County to continue to participate in the statewide Medi-Cal Administration Activities/TCM program and effectively and efficiently administer the TCM program for medical, social, educational, and other services needing case management.

The Local Innovation Grant Programs works to determine solutions regarding known gaps in the health care system for uninsured individuals and to develop policies and funding opportunities to address those gaps, and serves to promote improved health and quality of life to those affected in Sonoma County. Grant objectives align directly with the Department Strategic Plan and Health Action goals and objectives of reducing health disparities, increasing health care coverage, and ensuring that the community is aware and able to access needed services and resources. This item also aligns with the *Agenda for Action* within *A Portrait of Sonoma County* by serving to mend holes in the safety net for undocumented immigrants.

**Fiscal Summary - FY 14-15**

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 0	County General Fund	\$ 0
Add Appropriations Req'd.	\$ 37,500	State/Federal	\$ 0
	\$	Fees/Other	\$ 37,500
	\$	Use of Fund Balance	\$ 0
	\$	Contingencies	\$ 0
	\$		\$
<b>Total Expenditure</b>	<b>\$ 37,500</b>	<b>Total Sources</b>	<b>\$ 37,500</b>

**Narrative Explanation of Fiscal Impacts (If Required):**

Grant revenue: Appropriations of \$37,500 will be added to the FY 14-15 budget through the consolidated budget adjustments process. Appropriations of \$37,500 will be added to the FY 15-16 budget through the consolidated budget adjustments process.

<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
N/A			
<b>Attachments:</b>			
MOU with Partnership HealthPlan of California, DHCS Policy and Procedure Letter 15-002, Partnership HealthPlan of California Local Innovation Grant - Letter of Agreement			
<b>Related Items “On File” with the Clerk of the Board:</b>			
None			

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**COUNTY OF SONOMA**  
**and**  
**PARTNERSHIP HEALTHPLAN OF CALIFORNIA**

This Memorandum of Understanding (MOU), dated as of \_\_\_\_\_, is by and between the County of Sonoma (hereinafter "County") on behalf of the County of Sonoma Department of Health Services (hereinafter "DHS") and Partnership HealthPlan of California (hereinafter "Contractor").

1. Background

Targeted Case Management (TCM) consists of comprehensive case management services that assist clients/members within a specified target population gain access to needed medical, social, educational, and other services. TCM services ensure that the changing needs of the client/member are addressed on an ongoing basis and that appropriate choices are provided among the widest array of options for meeting those needs. The TCM Program serves the needs of adults and children who qualify for TCM. Both Contractor and DHS's TCM Program share a common goal of assuring that Medi-Cal beneficiaries receive a continuum of health care and supportive services that are not duplicated across all providers and care settings.

California's "Bridge to Reform" Section 1115 Medicaid Demonstration Waiver and the related Medi-Cal managed care expansion require Medi-Cal-managed care health plans to be responsible for broader care coordination and case management services for Medi-Cal beneficiaries. This requirement includes coordination and referral of resources for client/member social support issues.

To implement a collaborative approach between DHS's TCM program and Contractor's Medi-Cal managed care health plan (MCP), and to offer the broadest care possible to client/members, DHS is required to enter into an MOU with Contractor as the managed care health plan for Sonoma County.

This MOU defines protocols to follow in order to avoid duplication of services and activities. These protocols will serve as the basis for the coordination of care and non-duplication of services.

2. Purpose

The purpose of this MOU is to define the respective responsibilities and necessary coordination between DHS and Contractor as well as provide assurance that claims for TCM do not duplicate claims for Medi-Cal managed care. The parties to this MOU agree to adhere to the policies and procedures ensuring coordination and non-duplication of services set forth in this MOU.

3. Case Management

While both DHS and Contractor provide case management, there is a distinction between case management provided by DHS's TCM Program and by Contractor. Contractor, as the primary payer of client/member medical care in providing case management, primarily focuses on client/member medical needs. This care may include management of acute or chronic illness. In



contrast, DHS's TCM Program is implemented through the Nurse Family Partnership (NFP) program and the Maternal Child Health Field Nursing program (MCHFN). Both programs focus on the management of the whole client/member, including referring client/members to health care providers to address medical issues, as appropriate. However, the TCM Program is not a provider of medical services and does not include the provision of direct clinical services.

Case management services requirements, as defined in Title 42 CFR Section 440.169, include the following four service components:

- Assessment and Periodic Reassessment
- Development of Specific Care Plan
- Referral and Related Activities
- Monitoring and Follow-up Activities

This four-component requirement applies to both TCM Program and Contractor case management. TCM services do not include the direct delivery of underlying medical, social, educational, or other services to which an individual has been referred.

The claimable unit of TCM service is the provision of one of these four service components in a face-to-face encounter with the client/member.

#### 4. Roles

##### 4.1. Partnership HealthPlan of California

Contractor will partner with DHS's TCM Program to ensure that clients/members receive the appropriate level of case management services. The collaborative process will ensure that there is no duplication of services.

4.1.1. Contractor will oversee the delivery of primary health care and related care coordination. Contractor is responsible for providing all medically necessary health care identified in the care plan, including medical education that the client/member may need as well as any necessary medical referral authorizations. Case management for client/member medical issues and linkages to Contractor-covered health services will be the responsibility of Contractor.

4.1.2. Contractor will provide clients/members who do not need medical case management with linkage and care coordination for any necessary social support need identified by Contractor.

##### 4.2. DHS TCM Program

DHS will provide TCM services for medical, social, educational, and other services for cases needing management. When TCM Case Manager identifies client/member medical issues that need case management, the TCM Program will refer Contractor clients/members with open TCM cases to Contractor. The DHS TCM Case Managers are registered nurses with public health nursing certificates who serve as Public Health Nurses (PHNs) in the NFP and MCHFN programs.

5. Responsibilities

<b>Area of Responsibility</b>	<b>DHS</b>	<b>PHC</b>
<b>Liaison</b>	<ul style="list-style-type: none"> <li>a. DHS TCM Public Health Nurse Manager or designee will be responsible for facilitating coordination with PHC Liaison, and resolving operational issues related to care coordination and non-duplication of services.</li> <li>b. Each TCM Case Manager will serve as the primary contact for clients/members receiving TCM services.</li> </ul>	<ul style="list-style-type: none"> <li>a. PHC designee will be responsible for facilitating coordination with the DHS Liaison, and resolving operational issues related to care coordination and non-duplication of services.</li> <li>b. The PHC primary care provider (PCP) and PHC Case Manager will serve as the primary contacts for clients/members receiving PHC case management.</li> </ul>
<b>Client/Member Identification</b>	<ul style="list-style-type: none"> <li>a. DHS will query all TCM clients/members to determine if they are assigned to PHC for their primary medical care. DHS will request access from the State of California Department of Health Care Services (DHCS) to client/member-managed care status and provider information via existing DHCS provider eligibility information access systems.</li> <li>b. DHS will provide PHC with a monthly report with a list of PHC clients/members receiving TCM services.</li> </ul>	<ul style="list-style-type: none"> <li>a. PHC will notify the client/member's PCP and/or PHC Case Manager that the client/member is receiving TCM services, and provide the appropriate DHS contact information.</li> <li>b. PHC will provide DHS with a monthly report with a list of TCM clients/members receiving PHC case management services.</li> <li>c. PHC will acknowledge to DHS in writing if there are no clients/members receiving PHC case management services.</li> </ul>
<b>Coordination</b>	<ul style="list-style-type: none"> <li>a. DHS will share client/member care plans with PHC upon PHC's request for PHC clients/members with open TCM cases.</li> <li>b. DHS will communicate with PHC regarding client/member status for open medical and related social support issues to ensure that there is no duplication of service and to ensure that the client/member</li> </ul>	<ul style="list-style-type: none"> <li>a. PHC will share client/member care plans with DHS upon DHS's request for PHC clients/members with open TCM cases.</li> <li>b. PHC will communicate DHS regarding client/member status for open medical and related social support issues to ensure that there is no duplication of service and to ensure that the client/member</li> </ul>

<b>Area of Responsibility</b>	<b>DHS</b>	<b>PHC</b>
	<p>receives the optimal level of case management services.</p> <p>c. DHS will comply with Health Insurance Portability and Accountability Act (HIPAA) requirements when sharing medical information with PHC by obtaining HIPAA consents from TCM clients/members.</p> <p>d. For any client/member with an open TCM case needing medical case management, DHS will communicate at least once every six months with PHC to ensure that the client/member is receiving the appropriate level of care.</p> <p>e. The coordination between PHC and DHS will include, at a minimum, the DHS Case Manager’s name and contact information, client/member medical issues, and social support-related issues identified by DHS and/or PHC to be addressed.</p>	<p>receives the optimal level of case management services.</p> <p>c. PHC will comply with Health Insurance Portability and Accountability Act (HIPAA) requirements when sharing medical information with DHS by obtaining HIPAA consents from PHC clients/members.</p> <p>d. For any client/member with an open TCM case needing medical case management, PHC will communicate with DHS at least once every six months to ensure that the client/member is receiving the appropriate level of care.</p> <p>e. The coordination between DHS and PHC will include, at a minimum, the PHC Case Manager’s name and contact information, all medical issues, and all social support-related issues identified by PHC and/or DHS.</p>
<b>Assessment</b>	<p>a. Per Title 42 CFR Section 440.169, TCM services will be provided to clients/members who require services to assist them in gaining access to needed medical, social, educational, or other services per Title 42 CFR Section 440.169.</p> <p>b. DHS will be responsible for creating and implementing all TCM assessments, and for the development and revision of care plans related to TCM services. The assessments shall determine the need for any medical, educational, social, or other service. The assessments include</p>	<p>a. PHC will provide health assessments and care plans for all clients/members as needed.</p> <p>b. PHC will assess client/member medical needs and shall identify medically necessary social support needs, including required annual reassessments.</p> <p>c. PHC will develop and revise client/member care plans concerning all assessed client/member medical needs and services resulting from the medical diagnosis as needed.</p>

<b>Area of Responsibility</b>	<b>DHS</b>	<b>PHC</b>
	<p>the required semi-annual reassessments.</p> <p>c. DHS will share TCM care plans with PHC if requested by PHC.</p> <p>d. The TCM care plan will specify the goals for providing TCM services to the eligible individual as well as the services and actions necessary to address the client/member’s medical, social, educational, or other service needs based on the TCM assessment. Goals are identified problems with needs addressed by the DHS Case Manager.</p> <p>e. All clients/members with open TCM cases will be referred to PHC by the TCM Case Manager if the client/member is in need of PHC case management for medical issues.</p> <p>f. The TCM assessment extends further than the PHC assessment as it includes all medical, social educational, and any non-medical aspects of case management, including those social support issues that may be related to a medical need. Non-medical issues may include, but are not limited to, life skills, social support, or environmental barriers that may impede the successful implementation of the PHC care plan.</p>	<p>d. PHC will share care plan information with DHS as necessary to coordinate client/member medical issues. In addition, PHC will share care plans with DHS if requested by DHS.</p> <p>e. PHCs, PCPs, and Case Managers, when assigned, will communicate with the appropriate DHS contact to discuss client/member needs and/or coordinate as deemed necessary by either the PHC PCP/PHC Case Manager or the DHS TCM Case Manager.</p>
<b>Care Plan Protocol</b>	<p>a. The TCM Case Manager coordinates with PHC when PHC has identified that the client/member is receiving complex case management from PHC, and the</p>	<p>a. The PHC Case Manager will coordinate with the TCM Case Manager when:</p>

<b>Area of Responsibility</b>	<b>DHS</b>	<b>PHC</b>
	<p>TCM Case Manager assesses that the client/member is not medically stable.</p> <p>b. The client/member indicates (self-declaration of receiving complex case management) that they are receiving assistance and/or case management for their needs from a Case Manager or other PHC professional.</p> <p>If either "a" or "b" occurs, then DHS will do the following:</p> <p>c. The TCM Case Manager will assess and may determine that the client/member may have an acute or chronic medical issue, and is not medically stable.</p> <p>d. The TCM Case Manager will assess and may determine that the client/member's medical needs require PHC medical case management.</p> <p>e. The TCM Case Manager will assess and may determine that the client/member has social support issues that may impede the implementation of the PHC care plan.</p> <p>f. DHS will determine what coordination options are appropriate for the client/member's level of need in order to provide the same level of coordination with PHC. The method and frequency of TCM coordination will be dictated by the level of client's medical and related social support needs.</p>	<p>o The client/member indicates (self-declaration) that he/she is receiving TCM services.</p> <p>o PHC identifies that a client/member, having received TCM services, may require PHC Case Management intervention due to an acute or chronic illness and/or medical instability.</p> <p>b. PHC will review the TCM Care Plan with the TCM Case Manager as necessary to ensure that there is no duplication of service and that the needs of the client/member are met. Method and frequency of communication between the TCM and PHC Case Managers will be determined by both case managers as appropriate to meet the client's/member's needs, but not less than quarterly.</p>

<b>Area of Responsibility</b>	<b>DHS</b>	<b>PHC</b>
	<ul style="list-style-type: none"> <li>g. DHS will provide any related corresponding documentation to the PHC Case Manager.</li> <li>h. The TCM Case Manager will obtain from PHC and review the client/member PHC care plan.</li> <li>i. The TCM Case Manager will contact the PHC PCP/Case Manager to discuss the client/member medical issues and/or related social support issues.</li> <li>j. The TCM Case Manager will notify PHC via an agreed medium (e.g., specific form, email to PHC) that the client/member is receiving TCM services and has identified a social support issues(s) that may impede the implementation of the PHC care plan.</li> <li>k. The TCM Case Manager will provide all necessary assessments and care plans, medical or otherwise, to PHC as soon as possible to address the client/member's immediate medical need.</li> </ul>	
<b>Referral, Follow-up and Monitoring Protocol</b>	<ul style="list-style-type: none"> <li>a. The TCM Case Manager will provide referral, follow-up, and monitoring services to help clients/members obtain needed services, and to ensure the TCM care plan is implemented and adequately addresses the client/member's needs per Title 42 CFR Section 440.169.</li> <li>b. The TCM Case Manager will refer the client/member to services and related activities that help link the individual with medical, social,</li> </ul>	<ul style="list-style-type: none"> <li>a. PHC will provide referrals to clients/members for the following services in executing its responsibilities to clients/members for the delivery of primary health care and related care coordination:                             <ul style="list-style-type: none"> <li>i. Medical services</li> <li>ii. Non-medical services</li> <li>iii. Basic social support needs</li> </ul> </li> <li>b. PHC will provide referrals for basic social support needs when an</li> </ul>

Area of Responsibility	DHS	PHC
	<p>and educational providers. The TCM Case Manager will also link the client/member to other programs deemed necessary, and provide follow-up and monitoring as appropriate.</p> <p>c. The TCM Case Manager will contact PHC directly as needed to ensure that the PHC Case Manager or PCP is aware of the client/member's immediate medical need, and the client/member is receiving the proper care.</p> <p>d. Referral, Follow-up, and Monitoring Protocol Points a, b, and c immediately above must be followed by DHS unless the client/member has an urgent medical situation needing immediate case management intervention.</p> <p>e. The TCM Case Manager shall provide all necessary referrals, medical or otherwise, as appropriate to PHC as soon as possible to address the client/member's immediate medical need.</p> <p>f. The TCM Case Manager will refer client/member to PHC for all medically necessary services and for authorization for any out-of-network medical services.</p> <p>g. TCM Case Manager will refer client/member to PHC when a medical need develops or escalates after a PHC assessment and notification of any related</p>	<p>intensive level of case management is not needed and does not require follow-up or monitoring. Examples include: (1) Client/member seen by a PHC Case Manager and the client/member needs directions to the local Food Bank; (2) PHC Case Manager provides a client/member with driving directions to the nearest vocational trade school. Examples 1 and 2 above would not constitute the need for TCM services.</p> <p>c. PHC will refer clients/members to DHS for TCM services when the individual falls into one of the identified target populations, has undergone a PHC case management assessment, and meets any of the following criteria:</p> <p>i. Client/member is determined to be in need of case management services for non-medical needs.</p> <p>ii. PHC has determined that the client/member has demonstrated an on-going inability to access PHC services.</p> <p>iii. PHC has determined that client/member would benefit from TCM face-to-face case management.</p> <p>iv. PHC has concerns that the client/member has an inadequate support system for medical care.</p> <p>v. PHC has concerns that the client/member may have a life skill, a social support, or an</p>

<b>Area of Responsibility</b>	<b>DHS</b>	<b>PHC</b>
	<p>medically necessary support issues.</p> <p>h. TCM Case Manager will refer clients/members to PHC when the client/member needs assistance with medical-related services (e.g., scheduling appointments with PCP, delays in receiving authorization for specialty health services).</p> <p>i. If DHS determines that the client/member needs or qualifies for TCM, the TCM Case Manager will assess and specifically identify the issue for which the client/member was referred as well as all other case management needs, and develop a care plan as described in the "Assessment" and "Care Plan Protocol" sections.</p> <p>j. The TCM Case Manager will provide linkage and referrals as needed, and will monitor and follow-up as appropriate.</p> <p>k. DHS may obtain and review PHC's client/member care plan to assist in assessing the referred issue.</p> <p>l. The TCM client/member case shall remain open until the issue referred by PHC has been resolved and no other TCM service is determined by DHS to be necessary.</p> <p>m. DHS will notify PHC when the referred issues have been resolved.</p>	<p>environmental issue affecting the client/member's health and/or successful implementation of the PHC care plan.</p> <p>d. PHC shall share information with the TCM Case Manager that informs the TCM Case Manager of the issue for which the referral was made. Referral does not automatically confirm enrollment into a TCM program.</p> <p>e. Prior to the referral for TCM, PHC will identify the social, educational, and/or other non-medical issues the client/member has that require case management.</p> <p>f. When PHC refers a client/member to DHS for TCM services for any medically necessary or social support needs, coordination will take place as frequently as either PHC or the TCM Case Manager deems necessary, but no less than quarterly.</p>

The above procedures must be followed by LGA TCM providers unless the client/member has an urgent medical situation needing immediate case management intervention.



When a client/member is not referred to DHS's TCM Program by Contractor and enters the county health system through the County-operated health clinics, DHS will refer the client/member to Contractor as needed to provide and document Contractor case management services. These services include:

- Coordination of Care
- Medical Referrals
- Continuity of Care
- Communication with Specialists

6. Term of MOU

The effective date of this MOU shall be the date of execution, and this MOU shall continue in effect until modified or terminated by either party.

7. Changes and Amendments

This MOU may be amended at any time by mutual agreement of the parties. Such amendments shall not be binding upon either party unless they are in writing and signed by the personnel authorized to bind each of the parties.

8. Termination of the MOU

8.1. Notwithstanding any other provision of this Agreement, at any time and without cause, either party shall have the right, in its sole discretion, to terminate this Agreement by giving 30 business days' advance written notice to Contractor.

8.2. If either party defaults in its performance, the non-defaulting party shall promptly notify the other party in writing. If the defaulting party fails to cure a default within 30 days after notification, or if the default requires more than 30 days to cure and the defaulting party fails to commence to cure the default within 30 days after notification, then that failure shall immediately terminate this MOU.

9. Dispute Resolution

If the parties fail to mutually agree on any matters under this MOU, or if either party believes that the other party has failed to satisfactorily perform or is otherwise in breach of this MOU, the parties shall submit the matter to resolution in accordance with the following procedures:

9.1. If there is a disagreement, dispute, or alleged breach arising out of or in connection with this MOU, the disputing party shall first provide a written statement to the other party describing the general nature of the claim.

9.2. The disputing party's written statement must indicate that it is the first statement of a formal dispute resolution process.

9.3. The disputing party's written statement need not be complete and does not limit the claim(s) of either party in any further action or procedure.

9.4. Within ten (10) business days of the receipt of the statement, the respective parties shall meet and confer in good faith to either (1) resolve the matter and set forth such resolution in writing; or (2) define the dispute in writing, including a description of each party's position, proposed resolution(s), and projects or tasks that would be affected.

9.5. If the respective parties fail to resolve the matter, then within ten (10) business days of such failure to agree, at least one representative from each party shall meet and confer in good faith to attempt to further resolve the matter. The description of the dispute as written by the respective parties shall serve as the basis for further attempts at resolution.

9.6. A resolution of the matter shall be memorialized in writing and incorporated into this MOU.

9.7. If the parties fail to resolve this matter, then upon the parties setting forth in writing their mutual agreement to terminate this MOU on account of their inability to resolve the matter, this MOU shall immediately terminate.

#### 10. Conformance

If any provision of this MOU violates any statute or law of the State of California, then that provision is considered modified to conform to that statute or law of the State of California.

#### 11. Indemnification

11.1. County agrees to indemnify and hold harmless Contractor and its employees, agents, and elective and appointive boards from and against any damages, including costs and attorney's fees, arising out of negligent or intentional acts or omissions of County, its employees or agents.

11.2. Contractor agrees to indemnify and hold harmless County, its employees, agents and elective and appointive boards from and against any damages, including costs and attorney's fees, arising out of negligent or intentional acts or omissions of Customer, its employees, or agents.

#### 12. Confidentiality

Both parties agree to maintain the confidentiality of all patient medical records and client/member information in accordance with all applicable State and Federal laws and regulations.

#### 13. Merger

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

#### 14. Entire Agreement

This MOU constitutes the entire agreement between Contractor and County. There are no terms, conditions, or obligations made or entered into by the parties other than those contained in this MOU.

#### 15. Execution

The undersigned hereby warrants that s/he has the requisite authority to enter into this MOU on behalf of the parties and thereby bind the parties to the terms and conditions of the same.

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

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

**Contractor:**

\_\_\_\_\_  
Jack Horn, Chief Executive Officer  
Partnership HealthPlan of California

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Robert Moore, MD, Chief Medical Officer  
Partnership HealthPlan of California

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Peggy Hoover, Senior Director of Health Services  
Partnership HealthPlan of California

\_\_\_\_\_  
Dated

**County:**

\_\_\_\_\_  
Rita Scardaci, Director  
Department of Health Services


\_\_\_\_\_  
Dated

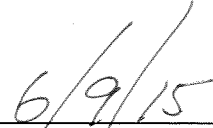
Approved as to Substance:

\_\_\_\_\_  
Division Director or Designee

\_\_\_\_\_  
Dated

Approved as to Form:

  
\_\_\_\_\_  
County Counsel

  
\_\_\_\_\_  
Dated



TOBY DOUGLAS  
DIRECTOR

State of California—Health and Human Services Agency  
Department of Health Care Services



EDMUND G. BROWN JR.  
GOVERNOR

DATE: January 30, 2015 **PPL No. 15-002**

TO: Local Governmental Agency (LGA) Coordinators for the Targeted Case Management (TCM) Program

SUBJECT: **Targeted Case Management and the Managed Care Plan Memorandum of Understanding Protocols to Assure Non-Duplication of Services and Annual Performance Monitoring Plan Requirements**

This Policy and Procedure Letter (PPL) is notification to Local Governmental Agencies (LGAs) that the Department of Health Care Services' (DHCS), Targeted Case Management (TCM) program, has received clearance from the Centers for Medicare and Medicaid Services (CMS) to proceed with the Memorandum of Understanding (MOU) Protocols. LGAs participating in the TCM Program must coordinate with Medi-Cal Managed Care Health Plans (MCP) in counties operating in Geographic Managed Care (GMC), County Organized Health Systems (COHS), Regional Model, Two-Plan Model, San Benito Model, and Imperial Model counties. LGA TCM providers will be required to enter into an MOU with each MCP serving members in the LGA's county, effective July 1, 2015.

California's "Bridge to Reform", Section 1115 Medicaid Demonstration Waiver and the related Medi-Cal Managed Care Expansion requires broader MCP responsibility for care coordination and case management services for beneficiaries. This includes coordination and referral of resources for client social support issues.

In order to implement a collaborative approach between TCM and MCPs, LGAs in all Medi-Cal Managed Care counties will be required to enter into an MOU. These MOUs will serve to define the respective responsibilities and necessary coordination between TCM and MCPs.

DHCS has developed protocols for the coordination between TCM and MCPs. These protocols shall be used by the LGAs entering into the required MOUs. (For detailed MOU protocol guidance, see enclosed document.) Both the MCPs and the LGA TCM programs will comply with Health Insurance Portability and Accountability Act (HIPAA) requirements when sharing medical information between MCPs and the LGA TCM program. Both the MCPs and the LGA will pursue obtaining HIPAA consents from both

MCP members and LGA TCM clients to allow sharing of medical information between them.

Since the MOU protocols are now available, PPLs 12-005 and 12-013 are rescinded and the protocols are now incorporated in the MOU.

The MOU must be fully executed and submitted to the DHCS TCM program by July 1, 2015. Should an MOU be executed, changed, or updated any time after July 1, 2015, LGAs are to submit fully executed MOUs to the DHCS program. Mail MOUs via the address below:

Department of Health Care Services  
Safety Net Financing Division  
Targeted Case Management, MS 4603  
P.O. Box 997436  
Sacramento, CA 95899-7436

In addition to the Performance Monitoring Plan (PMP) requirements stated in PPL 11-006 and 11-008, and to provide assurance that claims for TCM will not be duplicated claims with Medi-Cal Managed Care claims, all LGAs in Managed Care counties must amend their PMPs by July 1, 2015, to provide the following additional information required by the approved MOU Protocols:

- LGAs will communicate with MCPs at least once every six months for clients with open medical issues needing case management.
  - LGA TCM Case Managers will contact the appropriate client MCP Case Manager to discuss the client medical issues and/or related social support issues.
  - Coordination will include, at a minimum, all medical issues and all social support related issues identified by the MCP and/or by the LGA TCM Program.
- LGA Case Managers will obtain and review the MCP's member care plan.
- LGA Case Managers will notify the MCP that the client is receiving TCM services and has identified a social support issue(s) that may impede the implementation of the MCP care plan.

PMP requirements and procedures outlined in PPLs 11-006 and 11-008 are still required. Those requirements and procedures are as follows:

**PPL 11-006**

- Annually provide MCPs with the TCM target populations in which the LGA participates, including the TCM target population definition(s).
- Identify TCM clients who are assigned to MCPs to assist TCM programs and MCPs in meeting coordination requirements:
  - LGAs will query all TCM clients to ascertain if they are assigned an MCP for their primary medical care.
  - DHCS will provide monthly sharing of client information electronically to both MCPs and to LGAs. This information will indicate to what MCP LGA TCM clients have been assigned.
  - LGAs may also pursue access to existing DHCS provider eligibility information validation systems for client Medi-Cal Managed Care provider information.
- Refer any client with an open TCM case to the client's MCP care coordinator when the TCM case manager identifies client medical needs.
- Notify the MCP care coordinator when client medical needs are not being addressed in a timely or effective manner as determined by the TCM case manager from monitoring the client condition and/or progress.
- Provide the MCPs with client status updates when a TCM assessment is performed.

Additionally, for clients who meet the definitions of the TCM target populations in which the LGA participates, TCM programs shall provide MCPs with direction for referring clients to TCM when:

- The MCP has identified a non-medical need requiring face-to-face case management.
- The MCP identifies issues where TCM face-to-face case management may be beneficial.
- MCPs shall collaborate with TCM for referrals when the client requires services not covered by the MCP.
- All such coordination must be described and documented in TCM client case notes.

- DHCS will review case notes to ensure LGAs are properly coordinating with the MCP.
- Referral does not automatically confirm enrollment into a TCM program.
- If not enrolled with TCM, the MCP retains responsibility for low or no cost referral to local resources.

**PPL 11-008**

- In the PMP, identify all other Medi-Cal programs or waivers that provide case management services to clients in their LGA.
- Detail the procedures and steps used to identify TCM clients receiving services through such programs. This must at least include client self-declaration by specifically querying clients for information about case management services they may be receiving elsewhere. It is strongly recommended that TCM programs identify contacts within their counties for any other programs or waivers with whom to check client participation. Evidence of client status in regard to other programs or waivers must be documented in client case notes.
- If client participation in other programs or waivers is identified, LGAs must follow the detailed specific methods to coordinate, and should be specified in their existing PMP procedures. These procedures may include such elements as specific program contacts for other specific programs, frequency of contacts, protocols for coordination, etc. All such coordination must be documented in client case notes.

For more details and information concerning these requirements and procedures, please refer to PPL 11-006 and 11-008.

If you have any questions regarding this PPL, please email the TCM program at [DHCS-TCM@dhcs.ca.gov](mailto:DHCS-TCM@dhcs.ca.gov).

Sincerely,

**ORIGINAL SIGNED BY MICHELLE KRISTOFF**

Michelle Kristoff, Chief  
Administrative Claiming, Local and School Services Branch

Enclosures

**Letter of Agreement  
Between  
Partnership HealthPlan of California and Sonoma County Department of Health Services**

**Recitals**

WHEREAS, on December 8, 2014 Partnership Health Plan of California (PHC) issued a Request for Proposals to develop local innovation projects that would improve access to health care services throughout the PHC regions; and

WHEREAS, Sonoma County Department of Health Services submitted the attached proposal (Attachment A) for \$150,000 to develop a more comprehensive and effective model to reduce emergency department use and provide better care for chronically intoxicated individuals in Sonoma County; and

WHEREAS, PHC has awarded \$75,000 in Innovation Grant funds to Sonoma County Department of Health Services for enactment of the services described in Attachment B; now, therefore be it

RESOLVED, that Sonoma County Department of Health Services will provide the services described in Attachment B starting with receipt of \$37,500 in PHC grant funds and an additional \$37,500 on completion of the project; and be it

FURTHER RESOLVED that Sonoma County Department of Health Services will provide PHC with the documentation of enactment of the proposed services as described in Attachment B upon completion of the project; and be it

FURTHER RESOLVED that formalization of this Letter of Agreement shall be sufficient for PHC to issue the funds detailed above.

Signed:

Partnership HealthPlan of California

Sonoma County Department of Health Services

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Attachment A

Innovation Grant Proposal from Sonoma County Department of Health Services



January 30, 2015

Amy Turnipseed  
Director of Policy and Program Development  
Partnership HealthPlan of California  
aturnipseed@partnership.org

Dear *Amy* Turnipseed:

The Sonoma County Department of Health Services, in collaboration with the Sonoma Health Alliance, St Joseph Health – Sonoma County and the Center Point Drug Abuse Alternatives Center, is seeking funds to develop a more comprehensive and effective model to reduce emergency department use and provide better care for chronically intoxicated individuals in Sonoma County.

Sonoma County DHS and its partners are confident that by using resources to thoughtfully plan and develop strategies to improve outcomes for the chronically intoxicated, will allow Sonoma County and other Partnership HealthPlan of California providers -- particularly hospital emergency room departments and those who have both urban and rural challenges -- to replicate models that best fit their communities.

Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink that reads "Rita Scardaci".

Rita Scardaci, PHN, MPH, Director  
Sonoma County Department of Health



4665 Business Center Drive  
Fairfield, California 94534

## Innovation Grant Cover Sheet For Grant Proposals

*(Please type or print clearly)*

Date: January 30, 2015

### Organization Information

Name of Requesting Organization (or individual): Sonoma County Department of Health Services		
Primary Contact: Jenny Symons		Title: Business Development Manager
Address: 3313 Chanate Road		
City Santa Rosa	State CA	Zip 95403
Telephone 707-565-4720	Fax	Email Jenny.Symons@Sonoma-County.org

### Proposed Project

PHC Region:	
<input type="checkbox"/> Northeast Region	<input checked="" type="checkbox"/> Northwest Region
<input type="checkbox"/> Southeast Region	<input type="checkbox"/> Southwest Region
Project Title: Alternate Destinations - Improving Outcomes for Sonoma County's Chronically Intoxicated	
Brief Summary of Proposed Project The Sonoma County Department of Health Services (DHS), in collaboration with the Sonoma Health Alliance, St Joseph Health – Sonoma County and the Center Point Drug Abuse Alternatives Center (DAAC), is seeking funds to develop a more comprehensive and effective model to reduce emergency department use and provide better care for chronically intoxicated individuals in Sonoma County.	
Counties/ Region Impacted Sonoma County	
Estimate of PHC members Impacted 700	

### Proposed Budget and Timetable

Project Budget \$150,000	Project Timetable Match 1, 2015 - February 29, 2016
Project Director Jenny Symons	Organization Sonoma County Department of Health Services

## Introduction

The Sonoma County Department of Health Services (DHS), in collaboration with the Sonoma Health Alliance, St Joseph Health – Sonoma County and the Center Point Drug Abuse Alternatives Center, is seeking funds to develop a more comprehensive and effective model to reduce emergency department use and provide better care for chronically intoxicated individuals in Sonoma County. Grant funds awarded through Partnership HealthPlan of California's Local Innovation Grant initiative will assist in the development of new and innovative approaches to improve patient outcomes within this underserved population and increase coordination between Partnership HealthPlan of California (PHC) providers and other local partners.

By supporting DHS' *Alternate Destinations – Improving Outcomes for Sonoma County's Chronically Intoxicated* program and collaborative effort, not only will a solid programmatic foundation be built with community stakeholders, but an environment will be created that is prepared for change and innovation. This project will allow for increased awareness of the needs of the chronically intoxicated and their effect on public and healthcare resources, the creation of a common language around the problem and a desire to move forward together with the best solution for Sonoma County.

### 1. Describe the provider access problem this project will address.

High utilization of emergency services by chronically intoxicated individuals is an identified problem nationally and throughout the State of California. In recent years, cities like San Francisco and San Diego have implemented innovative programs to address the needs of chronically intoxicated individuals by diverting them from hospital emergency departments and local jails to sobering and detoxification centers. An evaluation of the San Diego program identified high amounts of healthcare costs associated with the cumulative impact of emergency room overcrowding and ambulance emergency care, and identified additional access barriers caused by ambulance diversion and the shortage of available hospital bed space.

In Sonoma County, high utilization of local hospital emergency department services by chronically intoxicated individuals has been an increasing concern for hospital administrators. Emergency department overcrowding and corresponding ambulance system impacts are creating unnecessary costs in the healthcare delivery system, and may prevent individuals from receiving the appropriate level of care to access other needed services and improve patient outcomes.

Although there is a sobering center in Santa Rosa that is operated by Center Point Drug Abuse Alternatives Center (DAAC), individuals who are picked up by ambulance cannot be delivered directly to DAAC for services. Ambulance paramedics in California are currently required by state regulations to deliver patients to a general acute care hospital emergency department. In order to acquire state and local approval for ambulances in Sonoma County to transport

patients directly to DAAC, increased standards of care and staffing changes will need to be implemented for DAAC's sobering services.

DAAC is one of the only sobering centers in the North Bay, and is interested in expanding their care coordination strategies to improve patient outcomes and strengthen coordination with PHC primary care providers. Improving coordination from hospital emergency departments to DAAC for sobering services and developing stronger care coordination strategies to address post-sobriety will help support the development of models of care that can be replicated locally and in other PHC regions.

## **2. What innovative solution(s)/strategies will address the identified problem?**

Sonoma County will explore three innovative strategies to address the problem of chronically intoxicated individuals in Sonoma County's hospital emergency departments:

- I. Developing alternate destination protocols, as well as protocols for an intake process at DAAC. This will include acquiring local and state approval for a community paramedic model that would allow ambulances to transport intoxicated individuals directly to DAAC's sobering center rather than to a hospital emergency department. Protocol development and approval will require legal and risk management for the various emergency providers in the system, including multiple ambulance companies that operate in Sonoma County.
- II. Expanding DAAC's capacity to provide care coordination with primary care providers, treatment/recovery services, and other community resources in order to support a sobering center model that enhances opportunities for recovery and leads to improved health outcomes for chronically intoxicated individuals.
- III. Developing strategies the alternate destination protocols to include rural hospital emergency departments. These strategies will include the evaluation of triage capabilities and the consideration of alternative transportation options to access more appropriate levels of service.

DHS will lead this collaborative effort and analyses to explore the feasibility of adapting innovative programs like California's Community Paramedic Pilot Project and expanded Sobering Center services in Sonoma County. The goal of this effort is to determine if significant reductions in admissions to hospital emergency departments and related ambulance transports can be achieved in order to reduce costs and improve quality of care and patient outcomes.

## **3. What do you expect to be different in a year as a result of implementing the proposed project? What systems will be changed? What populations will benefit?**



Grant funds from this initiative would allow Sonoma County DHS and its partners to complete the following objectives by February 2016:

- A proof of concept and fiscal sustainability analysis for newly identified service models;
- An analysis of current service usage that will allow local stakeholders to better pinpoint the specific needs of the chronically intoxicated, as well as provide the necessary baseline data for future outcomes;
- An assessment of capacity and readiness for service partners to change to newly identified delivery models; and
- Protocols and/or procedures that may be needed to implement such a service model change.

By completing these objectives, Sonoma County DHS and its partners will be able to choose an effective and long-lasting service model that will:

- Decrease the number of inappropriate ambulance trips and emergency department visits to local hospitals for chronically intoxicated individuals;
- Provide better care and improved outcomes for chronically intoxicated and alcohol-dependent persons (particular for homeless and individuals with co-occurring mental illnesses); and
- Increase sobering center coordination with primary care, thereby reducing repeated use in the future.

**4. Provide measurable goals and timeline for achieving the anticipated goals.**

**Goals, Measures, and Timeline (March 1, 2015-February 29, 2016)**

Goal	Measure	To be completed by:
Convene community stakeholders & determine consultant(s)	<ul style="list-style-type: none"> <li>• Initial stakeholder meeting</li> <li>• Identify &amp; contract with Consultant(s)</li> </ul>	April 2015
Define scope of Analyses	<ul style="list-style-type: none"> <li>• Convene stakeholders</li> <li>• Issues identified</li> </ul>	May 2015
Initial Data Collection & Analysis, First Draft	<ul style="list-style-type: none"> <li>• Legal review undertaken</li> <li>• First draft complete</li> <li>• Present first draft to community stakeholders and determine further analysis needs and next steps</li> </ul>	September 2015
Further Analysis & Second Draft	<ul style="list-style-type: none"> <li>• Second draft complete</li> <li>• Present second draft to stakeholders and strategize program implementation steps</li> </ul>	November 2015

Finalize Report	<ul style="list-style-type: none"> <li>• Present final reports</li> <li>• Evaluate process</li> </ul>	February 2016
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**5. Describe how the impact of the proposed project will be sustained into the future beyond the 12-month program.**

The proposed project will allow Sonoma County DHS and its partners to not only choose the best service delivery model for caring for the chronically intoxicated, but also the most sustainable model. In conjunction with this funding proposal, the Sonoma County Health Alliance has committed to providing funds to allow a pilot program to move forward at two of St. Joseph Health sites, one rural and one urban. This will allow DHS, its partners, and Partnership HealthPlan of California to see how this innovative program functions in disparate settings, as well as the strengths and challenges to continue funding.

There are opportunities for substantial cost savings to hospitals when patients can be diverted directly to a sobering/detoxification center instead of to the emergency room by ambulance. In fact, financial sustainability will be a central question of the proposed project. There is initial data that shows great potential for a return on investment for many local service providers, especially local emergency room departments. The sustainability report and implementation plan will address how some of those savings could be reinvested to sustain the new delivery service model.

**6. Describe you organization’s capacity to implement the proposed project. Who will lead the effort? Describe the organization’s track record for implementing similar projects.**

*The Alternate Destinations – Improving Outcomes for Sonoma County’s Chronically Intoxicated* program and collaborative effort will be led by Sonoma County Department of Health Services (DHS).

The overall role of the Sonoma County DHS in the County is to coordinate and deliver health services and to support the programs and services that promote and protect the health of all residents. In the day to day, DHS provides direct services, builds and manages strategic partnerships and develops and advocates for sound policies that help meet community health needs. In the past decade, a strong emphasis has been placed on partnering with community providers to deliver services and empowering our community to be the Healthiest County in California by 2020.

Sonoma County DHS provides a wide variety of direct health services in mental health and alcohol and drug programs, many of which are in partnership with local and specialty providers (such as DAAC), community-based organizations and in collaboration with clients and families. DHS also provides direct public health services through the Coastal Valleys Emergency Medical

Services Authority and its Trauma Center contract with St. Josephs, and exclusive operating area contract with American Medical Response (AMR).

In 2007, the Sonoma County Board of Supervisors authorized DHS to convene a health action council (now called "Health Action") to work on improving health and health care for all Sonoma County residents by promoting upstream practices, prevention, recovery and wellness; developing policy and services; building community capacity; and promoting advocacy and education. DHS staff also act in leadership roles for other health-based community collaborations in the County, including Covered Sonoma County (formerly Healthy Kids) the Sonoma County Health Alliance.

**7. If your organization is collaborating with another organization(s), please identify organization(s) and their role within the collaboration.**

*The Alternate Destinations – Improving Outcomes for Sonoma County’s Chronically Intoxicated* program and collaborative effort will be led by Sonoma County DHS. DHS staff will convene initial stakeholder meetings and help identify and contract with consultants and community partners who will be providing data and analysis. DHS will also act as the fiscal grant manager and primary contact with Partnership HealthPlan of California for all reporting requirements.

**Sonoma County Health Alliance (SCHA)**

SCHA was formed in 2000 with the goal of improving the health of Sonoma County through collaboration among the many health systems and providers in the county. Current members include Kaiser Permanente, Sutter Medical Center of Santa Rosa, Sonoma County DHS, St. Joseph Health – Sonoma County, United Way, and Redwood Community Health Coalition. Partnering with other health care, education and social services organizations, the Sonoma County Health Alliance has led many important community health improvement projects, including expanding access to health services, developing new resources to address obesity and oral health, supporting workforce development efforts, and working to prevent unintentional injuries, HIV/AIDS, food-borne illnesses and mortality from various diseases.

SCHA members will provide strategic direction and input for moving this project forward, and act as the final review panel for all reports.

**St. Joseph Health – Sonoma County**

Established in 1982, St. Joseph Health is a not-for-profit, integrated health care delivery system that includes Santa Rosa Memorial Hospital, Petaluma Valley Hospital and Annadel Medical Group. St. Joseph Health– Sonoma County, through its wide variety of community benefit programs, has been able to greatly enhance its capacity to build partnerships to improve the health and quality of life in the community. In fact, in 2012, St Joseph Health – Sonoma County was recognized by the federal Department of Health and Human Services and the White House for its best practices in health systems in the field through faith-based and community partnerships.



St. Joseph Health – Sonoma County will provide two test pilot sites at their emergency rooms in Santa Rosa and Petaluma, and collect programmatic and fiscal data for analysis.

**Center Point Drug Abuse Alternatives Center (DAAC)**

Center Point DAAC offers a wide range of treatment programs and services (including residential, outpatient and school-based) at more than 15 locations throughout Sonoma County, giving thousands of people the tools and guidance to live a healthy and sober life.

Center Point DAAC will provide expertise on sobering center needs and capabilities, as well as data on clients and their outcomes.

In addition, key collaborators that will provide needed data, background and support for this project include Sonoma County’s Emergency Medical Services transportation sub-contractor, AMR, and other local emergency transportation providers, as well as the Sonoma County Task Force for the Homeless and Healthcare for the Homeless.

**8. Describe the challenges anticipated with implementing the proposed project and strategies to mitigate these challenges.**

Jurisdictions that have implemented similar programs, such as San Francisco have one legal entity running hospital, clinic and ambulance oversight. One anticipated challenge for implementing the proposed project is how to place a program like this in a collaborative health system. Sonoma County’s commitment to collaboration should mitigate this issue and in the end, lead to stronger long-term support and diversified funding streams.

In addition, research and analysis will be taking place on many fronts simultaneously around financial feasibility, licensing and regulatory issues, risk management procedures, transportation legal concerns, law enforcement involvement and how to best provide services to marginalized individuals with complex medical and psycho-social issues. Clear and focused communication between consultants, County staff and stakeholders will be essential. This challenge will be best mitigated through regular collaborative meetings and the group’s emphasis on rigorous review of the scope of work and drafts of the study.

Sonoma County DHS and its partners are confident that by using resources to thoughtfully plan and develop strategies to improve outcomes for the chronically intoxicated, it will allow Sonoma County and other Partnership HealthPlan of California providers – particularly hospital emergency room departments and those who have both urban and rural challenges – to replicate models that best fit their communities.



Sonoma County Department of Health Services and its partners are requesting a total \$150,000 through Partnership HealthPlan of California's Local Innovation Grant Program to fund the beginning phases of the *Alternate Destinations – Improving Outcomes for Sonoma County's Chronically Intoxicated* program.

- A. Project Staff Salary and Benefits - \$24,196
  - a. Epidemiologists from DHS's Health Planning Policy and Evaluation Division will develop the study proposal, statistical analysis and conduct the data analyses on usage and client outcomes. Their expertise will also be used to train the data collectors at program sites (emergency rooms and DAAC Sobering Center) and deliver study results to Sonoma County Health Alliance.
  - b. Peyton Willert, as a Section Manager for the Health Policy, Planning and Evaluation will coordinate the compilation of data and the financial sustainability analysis.
  
- B. Other Direct Costs - \$25,804
  - a. Funds in this category will be used for legal services and analysts to gather and analyze data concerning the safe and legal transportation of intoxicated persons to a sobering center and work collaboratively with partners in determining needed protocols and training.
  
- C. Subcontractors - \$100,000
  - a. Center Point Drug Abuse Alternative Centers – Analysts will collect data and share data around cost, usage, recidivism, outcomes, and wrap-around social and/or health services. DAAC staff will also work with the financial analyst in determining needed protocols and training.
  - b. Contractor to conduct financial sustainability study – This contractor, to be determined through a Request for Qualifications (RFQ), will analyze all collected financial data and identify the cost of alternative to the current practice of transporting intoxicated individuals to emergency departments. This will include researching reimbursement options with insurance providers/payers and projecting savings to the hospital systems and other partners that may contribute to long-term funding strategies.

## Attachment B

To meet the goals and objectives of the Innovation Grant, Partnership Health Plan requests the following measurable outcomes be submitted to PHC, no later than April 30, 2016.

- A feasibility analysis of the three options for improving quality of care to chronic inebriates.
- A recommendation for the best and most sustainable option for implementation in Sonoma County.
- Completion of a work plan outlining major project milestones and timeline for implementation of the above selected option.

Upon receipt of the items noted above, PHC will provide the remaining funds.

**Supplemental Signature Page**

Partnership HealthPlan of California  
Local Innovation Grant  
Term: June 23, 2015 – April 30, 2016  
DHS Contract Number: 2015-0163-A00

Approved as to Substance:

\_\_\_\_\_ Dated \_\_\_\_\_  
Division Director or Designee

Approved as to Form:

\_\_\_\_\_ Dated \_\_\_\_\_  
County Counsel



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number:** 25  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors of Sonoma County

**Board Agenda Date:** June 23, 2015

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Rita Scardaci, 565-7876

**Supervisorial District(s):**

Countywide

**Title:** Public Health Laboratory Services Memorandum of Understanding

### **Recommended Actions:**

Authorize the Director of Health Services to execute a Memorandum of Understanding to provide Public Health Laboratory services to the County of Mendocino and to accept revenue in an amount not to exceed \$589,872 for the period July 1, 2015 through June 30, 2020.

### **Executive Summary:**

This item requests approval of a Memorandum of Understanding (MOU) with the County of Mendocino through which the County of Sonoma will provide Public Health Laboratory services to the County of Mendocino. The County of Sonoma will accept revenue totaling \$589,872 from the County of Mendocino for services provided during the five year term of the MOU; July 1, 2015 through June 30, 2020.

In November 2012 the Board approved an MOU to provide Public Health Laboratory services to the County of Mendocino through June 30, 2015. Through the new MOU being recommended for approval, Sonoma County will provide Public Health Laboratory services to Mendocino County for an additional five years.

The Sonoma County Department of Health Services Public Health Laboratory performs a wide variety of clinical and environmental tests that protect the community from communicable diseases and toxic chemicals. Specimens are tested for pathogens that can cause tuberculosis, syphilis, tick borne diseases, food borne illnesses, whooping cough, influenza, rabies, and other illnesses.

The Public Health Laboratory is an active member of the Centers for Disease Control and Prevention (CDC) Laboratory Response Network (LRN). The laboratory's LRN responsibilities include support for law enforcement in cases of possible biological releases of highly infectious diseases like anthrax, plague, and small pox; surge capacity support for large scale outbreaks like the 2009 pandemic influenza (H1N1); and aid to local clinicians, hospitals, and public health officials with rapid molecular-based testing to identify diseases like measles, mumps, and pathogenic Escherichia coli. The CDC has assigned the

Sonoma County laboratory a three county catchment area that currently includes Mendocino, Lake, and Sonoma counties.

As an active member of the CDC LRN, the Public Health Laboratory has made operational improvements including a bio-safety level 3 suite, which enables diagnostic work with agents having a potential for respiratory transmission and which may cause serious and potentially lethal infection. Additional improvements include a gene sequencing unit that significantly enhances the lab's ability to perform disease tracking and surveillance. These improvements allow Sonoma County to aid public health officials and local physicians in making decisions in hours rather than days. The laboratory's capacity for public health preparedness (pandemic influenza testing) has increased fivefold over the 2009 capacity.

As a result of the expansion of Medi-Cal managed care, the consolidation of health care providers, and the proliferation of community health centers over the past few years, clinical testing has moved from public health laboratories to large regional private laboratories that offer expanded services at a competitive cost. As this has occurred, the role of public health laboratories has become increasingly focused on disease surveillance, environmental health investigations, research, and public health preparedness, allowing for a more dynamic approach to services and sustainable financing.

California counties commonly form regional relationships to support the mutual goal of protecting public health by sharing vital laboratory resources. As part of the regional relationship with Mendocino County, Sonoma County provides routine and surge capacity testing and analysis for all mandatory reportable diseases, supports public health investigations, and maintains accreditations.

As the Board is aware, DHS will be participating in national health department accreditation with the CDC. One of the areas to be assessed is the local health department's laboratory or its relationship to a licensed public health laboratory. Mendocino County will use this Sonoma County regional laboratory MOU to satisfy their accreditation requirement. The MOU will also fulfill the mandated requirement for Mendocino County that each California County with a population greater than 50,000 maintain a public health laboratory or a relationship with a public health laboratory in another county. This new regional partnership provides Mendocino County with full access to substantial technology and expertise in order to serve their population with the best public health practices.

The Public Health Laboratory MOU with Mendocino County was approved by the Mendocino County Board of Supervisors on June 16, 2015.

**Prior Board Actions:**

In November 2012 the Board approved a Memorandum of Understanding to provide Public Health Laboratory services to the County of Mendocino for the period November 20, 2012 through June 30, 2015 in an amount not to exceed \$205,405.

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

Providing public health laboratory services to Mendocino County enhances the ability to manage public health emergencies and analyze disease evolution from a regional perspective.



<b>Fiscal Summary - FY 14-15</b>			
<b>Expenditures</b>		<b>Funding Source(s)</b>	
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
	\$		\$
<b>Total Expenditure</b>	<b>\$ 0</b>	<b>Total Sources</b>	<b>\$ 0</b>
<b>Narrative Explanation of Fiscal Impacts (If Required):</b>			
This item has no FY 14-15 fiscal impact. Revenue of \$110,000 for FY 15-16 will be added through the budget appropriation process. Revenue for future fiscal years will be included in the appropriate budget (FY 16-17 - \$113,850, FY 17-18 - \$117,835, FY 18-19 - \$121,959, and FY 19-20 - \$126,228). Amount increases 3.5 percent per fiscal year.			
<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
N/A			
<b>Attachments:</b>			
Memorandum of Understanding Between County of Sonoma and County of Mendocino			
<b>Related Items "On File" with the Clerk of the Board:</b>			
None			



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**MEMORANDUM OF UNDERSTANDING**

**Between**  
**County of Sonoma**  
**and**  
**County of Mendocino**

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This Memorandum of Understanding (hereinafter "MOU"), dated as of \_\_\_\_\_, \_\_\_\_\_ (hereinafter "Effective Date"), is by and between the County of Sonoma (hereinafter "Sonoma") and County of Mendocino (hereinafter "Mendocino").

**1. Recitals**

WHEREAS, Sonoma operates its Public Health Laboratory (hereinafter "SCPHL") under the supervision of a Laboratory Director (hereinafter "SCPHL Director"), qualified under the Clinical Laboratory Improvement Act of 1988 (hereinafter "CLIA") to act as a public health laboratory director, and Sonoma is willing to provide certain laboratory services to Mendocino, as specified herein, and

WHEREAS, Mendocino is in need of the services of a public health laboratory, and

WHEREAS, in the judgment of the parties, it is necessary and desirable for Sonoma to provide, and Mendocino to use, the services of SCPHL, and

WHEREAS, each party affirms its intent to comply with all applicable laws, including but not limited to CLIA and the Health Insurance Portability and Accountability Act (hereinafter "HIPAA"). With respect to HIPAA, each party represents to the other party that it is either a covered entity or a covered component of a hybrid entity.

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

**2. Sonoma Roles and Responsibilities**

Sonoma agrees to provide public health laboratory services for Mendocino. SCPHL services are presented in the attached Exhibit A (Scope of Work), made a part of this MOU by reference.

With respect to any identifiable information concerning a client under this contract that is obtained by Sonoma, Sonoma agrees to comply with applicable regulations for HIPAA and shall hold Mendocino harmless from any sanctions received by Sonoma, to the extent permitted by law, for breach of these regulations. Sonoma (1) will not use any such information for any purpose other than carrying out the express terms of this contract, (2) will promptly transmit to Mendocino all requests for disclosure of such information not emanating from the client, and (3) will not disclose, except as otherwise specifically permitted by this contract or authorized by the client, any such information to any party other than Mendocino without prior written authorization specifying that the information is releasable.

### **3. Mendocino Roles and Responsibilities**

Mendocino will determine whether a laboratory test should be performed by Sonoma. Mendocino is responsible for packaging all specimens sent to SCPHL. Mendocino shall designate a specimen pick-up location and submit all required submission forms, and is responsible for complying with proper specimen collection, storage, and transport requirements. Mendocino will assume responsibility for handling specimens within approved guidelines for time, temperature, and other critical factors prior to transportation. Mendocino will provide the names and contact information necessary to receive web-based reporting of test results.

### **4. Payment**

In full consideration of satisfactory performance by Sonoma in providing services required under this MOU, Sonoma shall bill Mendocino for services in accordance with Exhibit B (Budget).

### **5. Term of MOU**

The term of this MOU shall be from July 1, 2015 through June 30, 2020 unless terminated earlier in accordance with the provisions of Section 6 (Termination) and has no force or effect until fully executed by Mendocino and Sonoma.

### **6. Termination**

6.1 Termination. This MOU may be terminated by either party by delivery of a written notice one hundred twenty (120) days prior to the date of termination.

6.2 Payment Upon Termination. Upon termination of this MOU, Sonoma shall be entitled to receive full payment prorated annually for all services satisfactorily rendered and expenses incurred within the term of the agreement.

6.3 Authority to Terminate. The County of Sonoma Department of Health Services Director has the authority to terminate this MOU on behalf of Sonoma. The County of Mendocino Health & Human Services Director has the authority to terminate this MOU on behalf of Mendocino.

### **7. Confidentiality**

Both parties agree to maintain the confidentiality of all patient medical records and client information in accordance with all applicable State and Federal laws and regulations.

### **8. Performance Standards**

Sonoma shall follow procedures approved by CLIA, ELAP, and the LRN in providing these public health laboratory services. Sonoma shall maintain its compliance with the minimum requirements of a public health laboratory according to California Code of Regulations, Title 17, Section 1078, and shall take part in any quality control procedures deemed necessary by the State Department of Health during the term of this MOU.

### **9. Dispute Resolution**

If any conflicts or disputes arise between the two parties, involved staff shall meet in a timely manner to resolve the conflict or dispute. It is acknowledged by both parties that the purpose of such meeting is to come to a resolution that is in the best interest of both parties and any client or patient involved.

**10. Indemnification**

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 MOU.

**11. Extra or Changed Work**

Extra or changed work or other changes to the MOU may be authorized only by written amendment to this MOU, signed by both parties. Minor changes, which do not increase the amount paid under the MOU, and which do not significantly change the scope of work or significantly lengthen time schedules, may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors/Purchasing Agent must authorize all other extra or changed work. The parties expressly recognize that, pursuant to Sonoma County Code Sections 1-11, Sonoma personnel are without authorization to order extra or changed work or waive MOU 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 MOU price or MOU 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 Sonoma.

**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 SONOMA COUNTY:

Michael Ferris, Director  
Public Health Laboratory  
County of Sonoma – Department of Health Services  
3313 Chanate Road  
Santa Rosa, CA 95404  
Phone 707.565.4712  
Facsimile 707.565.7849  
Michael.Ferris@sonoma-county.org

TO MENDOCINO COUNTY:

Sharon Convery  
Deputy Director  
County of Mendocino Health and Human Services Agency  
Public Health Services  
1120 South Dora St  
Ukiah, CA 95482  
707.472.2707  
converys@co.mendocino.ca.us

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 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. Merger**

This writing is intended both as the final expression of the MOU between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the MOU. No modification of this MOU shall be effective unless and until such modification is evidenced by a writing signed by both parties. The parties agree and understand that in the event a request is received from a county to be added as a party to this MOU, a factor in said consideration shall be review of the costs set forth in Exhibit B (Budget).

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

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

**COUNTY OF MENDOCINO**

\_\_\_\_\_  
Stacey Cryer, HHSA Director Date: \_\_\_\_\_

\_\_\_\_\_  
County Counsel, Mendocino County Date: \_\_\_\_\_

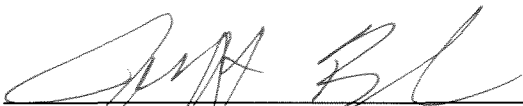
\_\_\_\_\_  
Risk Management, Mendocino County Date: \_\_\_\_\_

**COUNTY OF SONOMA**  
Certificate of Insurance on File with County:

\_\_\_\_\_  
Rita Scardaci, MPH, Director  
Department of Health Services Date: \_\_\_\_\_

Approved as to Substance:

\_\_\_\_\_  
Division Director or Designee Date: \_\_\_\_\_

  
\_\_\_\_\_  
County Counsel, Sonoma County Date: 4/20/15  
*AS TO FORM*

### **Exhibit A. Scope of Work**

Sonoma Department of Health Services operates its SCPHL under the supervision of the SCPHL Director, who is qualified under CLIA to act as a public health laboratory director, and Sonoma is willing to provide laboratory services to regional county partners.

SCPHL will:

- Maintain adequate equipment and facilities and sufficient personnel to carry on dependable public health laboratory work.
- Employ procedures and reporting practices consistent with all applicable laws.
- Establish and maintain for a minimum of two years adequate record systems and files of laboratory work done.
- Conduct, maintain, and operate programs for controlling the quality of test performance.
- Demonstrate satisfactory performance in a proficiency testing program.

#### **Specimen Testing Services**

SCPHL provides the following specimen testing and technical assistance services to its regional partners:

Bacteriology  
Molecular Diagnostics  
Mycobacteriology  
Mycology  
Rabies  
Serology  
Shellfish & Water  
Tick-borne Diseases  
Virology

SCPHL menu of available tests is listed on the SCPHL web site (<http://www.sonoma-county.org/health/services/laboratory.asp>).

Sample requirements, including handling, shipping, and storage, will be clearly stated on the SCPHL web site (<http://www.sonoma-county.org/health/services/laboratory.asp>). Where applicable, turnaround times will be listed on the SCPHL web site (<http://www.sonoma-county.org/health/services/laboratory.asp>).

**Water Testing** – SCPHL outlines specifics related to water testing, storage, and transportation on the SCPHL web site (<http://www.sonoma-county.org/health/services/laboratory.asp>).

**New Testing Services** – Mendocino's requests for new tests not currently on the SCPHL list of available tests may be developed in consultation with the SCPHL Director and Health Officers or Deputy Health Officers from each county. The SCPHL Director will assess feasibility and develop a cost analysis and time frame for implementation.

**Public Health Threats or Emergencies** – In cases where a county's Health Officer or designee has determined that a test or tests are required in order to respond to a public health emergency or threat, SCPHL will make every effort to process the specimen within the requested turnaround

time. In cases where there are multiple, competing priorities, the SCPHL Director will consult with the Health Officer or designee of the affected counties.

**Special Handling** – SCPHL will perform "STAT" testing at the request of either the Sonoma or Mendocino Health Officer or designee.

**Transportation** – SCPHL is responsible for transporting or arranging for the transportation of specimens to SCPHL, located at 3313 Chanate Road, Santa Rosa, CA 95404. The specific requirements for each test can be found on the SCPHL web site (<http://www.sonoma-county.org/health/services/laboratory.asp>). SCPHL is not responsible for specimens which are improperly packaged or handled prior to courier's pick-up.

**SCPHL Business Office and Hours** – SCPHL is open Monday through Friday 8 a.m. to 5 p.m. SCPHL observes the following holidays, but maintains minimal staffing or on-call staffing to conduct routine and unexpected testing requests.

- New Year's Day
- Martin Luther King, Jr. Day
- Lincoln's Birthday
- Presidents' Birthday
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day and day after
- Christmas

**Processing Time and Testing Results** – SCPHL will process specimens which arrive at SCPHL by 10 a.m. the same day of arrival. SCPHL will process the specimen and report results within the times indicated on the SCPHL web site (<http://www.sonoma-county.org/health/services/laboratory.asp>) for each test. SCPHL will provide web-based reporting of test results and supply a valid user ID and password to access test results online.

**Microbiologist Training** – Within available resources, SCPHL will pursue opportunities to use SCPHL for training microbiologists.

**Compliance with Public Health Emergency Preparedness** – SCPHL will comply with all requirements of the Public Health Emergency Preparedness (hereinafter "PHEP") grant program.

**Perform Sample Management** – SCPHL will implement Laboratory Response Network (hereinafter "LRN") established protocols and procedures where available and applicable [and other mandatory protocols, such as those for the International Air Transport Association (hereinafter "IATA") and the U.S. Department of Transportation (hereinafter "DOT")] for sample collection, handling, packaging, processing, transport, receipt, storage, retrieval, and disposal.

**Maintain Certification of SCPHL Personnel in a Shipping and Packaging Program** – SCPHL staff responsible for sample management must maintain certification for laboratory personnel in a shipping and packaging program that meets national and State requirements (e.g., Sample Collection, Packing and Shipping; ShipPack).

**Conduct Testing and Analysis for Routine and Surge Capacity** – SCPHL agrees to comply with all requirements of the PHEP to coordinate with the applicable lead agency for testing of chemical, radiological, nuclear, and explosive samples utilizing CDC-established protocols and procedures (e.g., LRN), where available and applicable, to provide detection, characterization, and confirmatory testing to identify public health incidents. This testing may include clinical, food, and environmental samples.

**SCPHL Surge Capacity** – SCPHL written plans should include the following considerations for surge capacity:

- Options to optimize procedures based on regular and surge personnel, equipment, and facility resources for short-term (e.g., days) and long-term (e.g., weeks to months) response efforts. Options should also be based on best practices and models available on the LRN web site or other sources.
- Triage policies that address how SCPHL will manage surge testing that may include:
  - Referral of samples to other jurisdictional laboratories
  - Prioritization of testing based upon sample type
  - Prioritization of testing based upon risk or threat assessment
  - Contingencies to assure newborn screening in a surge situation. Newborn screening can be assured by memoranda of agreement or contracts with commercial vendors ensuring that SCPHL testing and reporting can be performed for extended shifts based on need for Level 1 and Level 2 LRN-C laboratories.
- Ensuring that SCPHL testing, quality assurance and control review, and reporting can be performed for extended shifts based on need for LRN-R laboratories, if program funds become available.

**Preventative Maintenance Contracts and Service Agreements** – As part of SCPHL's grant requirement, SCPHL is to maintain preventative maintenance contracts and service agreements for equipment and instruments utilized in LRN protocols, procedures, and methods – at a minimum. Plans include protocols to ensure that equipment and instruments utilized in LRN protocols, procedures, and methods have been inspected and/or certified according to manufacturer's specifications. These procedures and protocols are inspected by the CDC every three years and/or with unannounced drop-in inspections.

**Competency for LRN-B Testing Methods** – As an active member of the LRN, SCPHL is designated as a level-B reference laboratory. SCPHL maintains competency for LRN-B testing methods by having the ability to test for select agents/samples types/tests listed in the high-risk, environmental-sample testing algorithm posted on the secure LRN web site.

**LRN Proficiency Tests** – All LRN laboratories must maintain the competency to pass routine LRN proficiency tests and onsite inspections. In addition to proficiency subscriptions, SCPHL is required to participate in CDC, LRN, and FBI drills and proficiency testing. These drills and tests measure a laboratory's testing personnel, procedures, and laboratory instrumentation. Results are analyzed for accuracy, timeliness, and overall performance.

**Support Public Health Investigations** – SCPHL shall provide analytical and investigative support to epidemiologists, healthcare providers, law enforcement, environmental health, food



safety, and poison control efforts to help determine cause and origin of as well as definitively characterize a public health incident.

In addition to the LRN requirements detailed above, SCPHL is inspected every year by the State of California – Environmental Laboratory Accreditation Program (hereinafter "ELAP"). The ELAP review happens annually and covers all aspects of our drinking and recreational water testing. The inspection report and any corrective actions are documented and are on-site for viewing.

Every two years, SCPHL is inspected in accord with CLIA. This inspection covers all of SCPHL's main testing, which includes protocols, personnel, equipment, and instruments as well as timely reporting. The inspection report and any corrective actions are documented and are on-site for viewing.

Every year, the State of California requires split-sample testing for all of SCPHL dairy personnel. These results are compared to other dairy labs in the State and reviewed for intra-laboratory agreement.

Every two years, CLIA performs an on-site inspection of SCPHL to review SCPHL procedures, instrumentation, and personnel for compliance with standard methods.

SCPHL subscribes to the College of American Pathologists (CAP), the American Association of Bio-analysts (AAB), the Wisconsin State Laboratory of Health (WSLH), and ERA waters for mandatory and voluntary proficiency testing. All proficiency scores are reported to the appropriate regulatory agency.

**Billing Clients and Third-Party Payors** – This agreement is strictly between the County of Sonoma and the County of Mendocino. Sonoma shall bill Mendocino for services in accordance with Exhibit B (Budget). And Sonoma will not bill Mendocino any additional amounts for laboratory testing requests made by Mendocino. Test requests from hospitals or any private party will be billed at the County of Sonoma Board of Supervisors-approved fee.

**Exhibit B. Budget**

**County of Mendocino** – Sonoma has initially set the cost of its services to Mendocino at \$110,000 in the first year. If the executed date of the MOU does not cover a full fiscal year, the first invoice will reflect a prorated cost based on the executed date of the MOU. Cost will increase in each of the next four years by 3.5 %.

<b>FY</b>	<b>Total from Previous FY (\$)</b>	<b>Cost Adjustment %age from Previous FY</b>	<b>Annual Cost Adjustment (\$)</b>	<b>Total (\$)</b>
2015-16	N/A	N/A	N/A	110,000
2016-17	110,000	3.5	3,850	113,850
2017-18	113,850	3.5	3,985	117,835
2018-19	117,835	3.5	4,124	121,959
2019-20	121,959	3.5	4,269	126,228
<b>Total</b>				<b>589,872</b>

Sonoma will send invoices to Mendocino on a quarterly basis in arrears. Invoices are payable upon receipt.



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number:** 26  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors of Sonoma County

**Board Agenda Date:** June 23, 2015

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Rita Scardaci, 565-7876

**Supervisorial District(s):**

Countywide

**Title:** Dental Health Agreements

### **Recommended Actions:**

Authorize the Director of Health Services to execute an agreement with Community Action Partnership to lead school-based dental activities for the period of July 1, 2015 through June 30, 2016 in an amount not to exceed \$142,000.

Authorize the Director Health Services to execute the first amendment to an agreement with VIVA Strategy and Communications, LLC to provide facilitation and planning services, increasing the contract by \$4,980 resulting in a new total of \$29,954, through November 30, 2015.

### **Executive Summary:**

This item seeks authorization to renew an agreement with Community Action Partnership to continue leading school-based dental activities and amend an agreement with VIVA Strategy and Communications, LLC to provide facilitation and planning services. Both agreements support the County's efforts to improve dental health within Sonoma County.

#### School-Based Dental Program

As part of the efforts to improve pediatric dental health, Community Action Partnership (CAP) will continue the School Smiles Program and work with the Department to identify a sustainable model for how to expand dental programs to all of the 28 lowest income elementary schools in Sonoma County within 3 years. The School Smiles program currently provides classroom education, dental assessments, fluoride varnishes and sealants and treatment case management in 11 low-income elementary schools. The work to be performed by CAP is consistent with recommended national best practices for promotion of dental health, school-based sealant programs and the Department's broader dental health initiatives. This relationship places CAP in a position to leverage existing and unique community partnerships to improve dental health in Sonoma County. The Sonoma County Purchasing Agent has reviewed and approved the single-source designation of CAP for this agreement.

The Dental Health Network

In 2014, the Program applied for and received a competitive grant to develop a dental health collaborative in Sonoma County consisting of non-profit agencies, schools, dentists, physicians, health centers, and other community representatives. This collaborative, known as Dental Health Network (Network), began convening January 2015 and works through three workgroups (measurements, mapping, and dental health summit) to collaborate toward a more comprehensive dental health system that supports the needs of all residents.

In February 2015, the Program entered into an agreement with VIVA Strategy and Communications, LLC (VIVA) through a competitive RFQ process and selected for their experience in facilitation, graphic recording, strategic planning and related services to work with the Network. VIVA assists the Network’s core team to establish and maintain continuous oversight and monitoring of the progress of the work plan and facilitates Network meetings using the collective impact model to achieve the 5 stated goals outlined in the DentaQuest grant. The Department requests authorization to modify the agreement with VIVA and increase the budget to add a third set of activities to the work plan. Under the modification, VIVA will assist the workgroups to develop a comprehensive assets map of dental health services, to create the backbone of a surveillance program to be able to gauge the magnitude of dental health disease as well as monitor progress of prevention action, and to plan a Dental Health Summit in fall 2015.

**Prior Board Actions:**

On December 2, 2014 the Board approved a grant agreement with DentaQuest Foundation to accept \$162,725 in revenue to increase access to dental health services, for the term December 1, 2014 through November 30, 2015.

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

This action supports overall health, including the healthy development of children, by reducing the burden of dental disease at all ages, one of the most preventable conditions causing suffering in the nation. Dental Health Education, dental sealants, fluoride varnishes and water fluoridation aim to prevent tooth decay (dental caries), one of the most prevalent chronic diseases worldwide. Tooth decay can cause pain and impair eating, speaking, facial appearance, and acceptance into society. These activities will have the greatest effect on improving the quality of life of children, particularly those of low socioeconomic status, and will reduce the striking health disparities in this area.

**Fiscal Summary - FY 14-15**

<b>Expenditures</b>		<b>Funding Source(s)</b>	
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
	\$		\$
<b>Total Expenditure</b>	<b>\$ 0</b>	<b>Total Sources</b>	<b>\$ 0</b>

**Narrative Explanation of Fiscal Impacts (If Required):**

Funding of \$142,000 for the Community Action Partnership agreement and \$4,980 for the VIVA Strategy and Communications, LLC amendment is included in the FY 15-16 budget. Funding source for the agreement with Community Action Partnership is Realignment. Funding source for the VIVA Strategy and Communications amendment is the DentaQuest grant approved by the Board on December 2, 2014.

**Staffing Impacts**

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

**Narrative Explanation of Staffing Impacts (If Required):**

N/A

**Attachments:**

Agreement Community Action Partnership and amendment for agreement with VIVA Strategy and Communications, LLC.

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

None

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

This agreement ("Agreement"), dated as of \_\_\_\_\_, 20\_\_\_\_\_, ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Community Action Partnership, a 501(c)(3) organization (hereinafter "Contractor").

RECITALS

WHEREAS, Contractor represents that it is a duly qualified, community-based organization, experienced in the planning and administration of oral health programs and related services; and

WHEREAS, in the judgment of the Board of Supervisors, it is necessary and desirable to employ the services of Contractor to plan and administer a school-based dental health program and related services;

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

AGREEMENT

1. Scope of Services

1.1. Contractor's Specified Services

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

1.2. Cooperation With County

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

1.3. Performance Standard

Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable Federal, State, and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Contractor's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with County to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no

additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4 (Termination); or (d) pursue any and all other remedies at law or in equity.

1.4. Assigned Personnel

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

1.5. Contract Exhibits

This Agreement includes the following exhibits, which are hereby incorporated by reference as though fully set forth herein:

- Exhibit A. Scope of Work
- Exhibit B. Budget
- Exhibit C. County's Insurance Requirements of Contractor

2. Payment

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

2.1. Payment for Services

Contractor shall be paid in lump sums in accordance with Exhibit B (Budget), attached hereto and incorporated herein by this reference (hereinafter "Exhibit B"), regardless of the number of hours or length of time necessary for Contractor to complete the services. Contractor shall not be entitled to any additional payment for any expenses incurred in completion of the services. Exhibit B includes a breakdown of costs used to derive the lump sum amount, including but not limited to hourly rates, estimated travel expenses, and other applicable rates.

Upon completion of the work, Contractor shall submit its bill[s] for payment in a form approved by County's Auditor and the Head of 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 County for

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

2.2. Maximum Payment Obligation

In no event shall County be obligated to pay Contractor more than the total sum of \$142,000 under the terms and conditions of this Agreement.

2.3. California Franchise Tax Withhold

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

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

2.4. Overpayment

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

2.5. Federal Funding

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

2.5.1. Required Information.

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

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



2.5.2. OMB Circular A-133.

As a subrecipient of Federal awards, Contractor is subject to the provisions of U.S. Office of Management and Budget Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations (hereinafter "OMB Circular A-133"). In signing this Agreement, Contractor acknowledges that it understands and will comply with the provisions of OMB Circular A-133. One provision of OMB Circular A-133 requires a subrecipient that expends \$750,000 in Federal awards during its fiscal year to have an audit performed in accordance with OMB Circular A-133. If such an audit is required, Contractor agrees to provide County with a copy of the audit report within 9 months of Contractor's fiscal year-end. Questions regarding OMB Circular A-133 can be directed to the Sonoma County Auditor-Controller-Treasurer-Tax Collector's Office – General Accounting Division.

2.5.3. Audits

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

2.5.4. Copy of Audit

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

2.5.5. Retention of Audit Report

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

2.5.6. Repayment

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

3. Term of Agreement

The term of this Agreement shall be from July 1, 2015 to June 30, 2016 unless terminated earlier in accordance with the provisions of Article 4 (Termination) 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 business days' advance written notice to Contractor.

4.2. Termination for Cause

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

4.3. Delivery of Work Product and Final Payment Upon Termination

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

4.4. Payment Upon Termination

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

4.5. Authority to Terminate

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

4.6. Obligations After Termination

The following shall remain in full force and effect after termination of this Agreement: (1) Section 2.5 (Federal Funding), (2) Article 5 (Indemnification), (3) Section 9.5 (Records Maintenance), (4) Section 9.5.1 (Right to Audit, Inspect, and Copy Records), (5) Section 9.15 (Confidentiality), and (6) Section 13.5 (Applicable Law and Forum).

4.7. Change in Funding

Contractor understands and agrees that County shall have the right to terminate this Agreement immediately upon written notice to Contractor in the event that any State and/or

Federal agency and/or other funder(s) reduce, withhold, or terminate funding which County anticipated using to pay Contractor for services provided under this Agreement, or in the event that County has exhausted all funds legally available for payments due under this Agreement.

5. Indemnification

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

6. Insurance

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

7. Prosecution of Work

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

8. Extra or Changed Work

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

further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of County.

9. Representations of Contractor

9.1. Standard of Care

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

9.2. Status of Contractor

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

9.3. No Suspension or Debarment

Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any Federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving Federal funds as listed in the "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" issued by the General Services Administration. If Contractor becomes debarred, Contractor has the obligation to inform County.

9.4. Taxes

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

9.5. Records Maintenance

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

9.5.1. Right to Audit, Inspect, and Copy Records

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

9.6. Conflict of Interest

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

9.7. Statutory Compliance

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

9.8. Nondiscrimination

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

9.9. AIDS Discrimination

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

9.10. Assignment of Rights

Contractor assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, and right to ideas in and to all versions of the plans and specifications, if any, now or later, prepared by Contractor in connection with this Agreement. Contractor agrees to take such actions as are necessary to protect the rights assigned to County in

this Agreement, and to refrain from taking any action which would impair those rights. Contractor's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of County. Contractor shall not use or permit another party to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

9.11. Ownership and Disclosure of Work Product

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

9.12. Authority

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

9.13. Sanctioned Employee

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

9.14. Compliance with County Policies and Procedures

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

9.15. Confidentiality

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

9.16. Lobbying

If any Federal funds are to be used to pay for any services under this Agreement, Contractor shall fully comply with all certifications and disclosure requirements prescribed by Section 319

of the Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds under this Agreement also fully complies with all such certification and disclosure requirements.

9.17. Subcontractors

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

9.18. Licensure

Contractor shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations, and certificates as required by all Federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines, and directives, which are applicable to Contractor's services under this Agreement. Contractor shall further ensure that all of its officers, employees, and agents, who perform services hereunder, shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations, and certificates which are applicable to their performance hereunder. A copy of each such license, permit, registration, accreditation, and certificate shall be retained, and current updates of such documents shall be maintained, and made available upon request, not to exceed 3 business days after the initial request, for inspection, review, and/or audit by authorized representatives and designees of County, State, and/or Federal governments during the term of this Agreement and for the applicable records retention period.

10. Demand for Assurance

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

11. Assignment and Delegation

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

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

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

TO COUNTY:

Kim Caldewey  
Health Program Manager  
County of Sonoma  
490 Mendocino Avenue  
Santa Rosa CA 95401  
707-565-6671  
kim.caldewew@sonoma-county.org

TO CONTRACTOR:

Susan Cooper  
Director of Health Programs  
Community Action Partnership  
1200 N. Dutton Avenue  
Santa Rosa CA 95401  
707-544-6911  
scooper@capsonoma.org

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

13. Miscellaneous Provisions

13.1. No Waiver of Breach

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

13.2. Construction

To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Contractor and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this



Agreement, the language of the Agreement will not be construed against one party in favor of the other party. Contractor and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

13.3. Consent

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

13.4. No Third-Party Beneficiaries

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

13.5. Applicable Law and Forum

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

13.6. Captions

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

13.7. Merger

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

13.8. Survival of Terms

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

13.9. Counterparts and Electronic Copies

The parties agree that, where applicable, this Agreement may be executed in counterparts, together which when executed by the requisite parties shall be deemed to be a complete original agreement. An electronic copy, including facsimile copy, email, or scanned copy of the executed Agreement or counterpart, shall be deemed, and shall have the same legal force and effect as, an original document.

13.10. Time of Essence

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

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

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

**CONTRACTOR:**



\_\_\_\_\_  
Tim Reese, Executive Director  
Community Action Partnership


05.15.15  
\_\_\_\_\_  
Dated

**COUNTY OF SONOMA:**  
Certificate of Insurance on File with County:

\_\_\_\_\_  
Rita Scardaci, MPH, Director  
Department of Health Services

\_\_\_\_\_  
Dated

Approved as to Substance:

  
\_\_\_\_\_  
Division Director or Designee

5.8.15  
\_\_\_\_\_  
Dated

Approved as to Form:

  
\_\_\_\_\_  
Sonoma County Counsel

5/1/15  
\_\_\_\_\_  
Dated

**Exhibit A. Scope of Work**  
 (School Smiles Sealant Program – Year 2 Expansion)  
 (Plan for Reporting Results)

<b>Project Goal:</b> To improve the health and learning of Sonoma County children using a school-based dental disease prevention program.	
<b>Project Summary:</b> Develop and implement a sustainable sealant program in Sonoma County elementary schools serving low-income children.	
<b>S.M.A.R.T. Objective 1:</b> Plan, implement, and evaluate Year 2 school sealant expansion to reach 11 schools in 6–8 school districts by May, 2016.	
<b>S.M.A.R.T. Objective 1</b>	
<b>Strategy 1:</b> Develop work plan and timeline template by July 2015. Percent of time spent on program strategy: 5%.	

<b>Activities</b>	<b>Timeline</b>	<b>Person(s) Responsible</b>	<b>Deliverables</b>	<b>Measurable Program Outcomes</b>
We will employ the following key activities to achieve our desired outcomes:	Activities will occur on this schedule (months):	We will employ the following person(s) to be responsible for completion.	We expect the activities to produce the following <b>measurable</b> deliverables and/or products:	We expect that once completed the strategies will achieve the following measurable changes/results in our target populations/service systems:
1. Develop a strategy, budget, and timeline to reach 12 target schools (>50% FRL) in 2015/16.	Finish by July 2015	CAP Program Director	<ul style="list-style-type: none"> <li>• Work plan with timeline template for program planning</li> <li>• Budget for personnel, materials, and operations</li> <li>• Timeline for 2015-16 to reach 11 elementary schools in the following school districts: Santa Rosa, Wright, Bellevue, Petaluma, Cloverdale</li> </ul>	Sealant program operations are well-planned, adequately staffed, and funded for success to reach identified schools.

<b>Activities</b>	<b>Timeline</b>	<b>Person(s) Responsible</b>	<b>Deliverables</b>	<b>Measurable Program Outcomes</b>
2. Identify key partners and school personnel and workforce for each participating district and school.	July-October 2015	CAP Program Manager	<ul style="list-style-type: none"> <li>• Contact list of key school personnel</li> <li>• Updated list of qualified Registered Dental Hygienists in Alternative Practice (RDHAP)</li> <li>• Updated list of FQHCs with dental clinics</li> <li>• List of school/providers</li> </ul>	Communication with schools is clear throughout project.
3. Refine evaluation criteria and develop tracking tools based on Year 1 expansion.	July-September 2015	CAP Program Director; Program Manager	<ul style="list-style-type: none"> <li>• Updated evaluation tracking tools developed to track: (1) consent returns, (2) case management, and (3) services provided</li> </ul>	Key components of the program are in place and used to track all activities and services provided.

**S.M.A.R.T. Objective 1**  
**Strategy 2: Develop resources for Year 2 expansion.**  
**Personnel, materials, data, training time spent on program strategy: 30%.**

Activities	Timeline	Person(s) Responsible	Deliverables	Measurable Program Outcomes
1. Outreach to school personnel: program explanation and participation requirements.	July 2015: Superintendents & Principles  August-September 2015: Teachers	CAP Program Director; Program Manager	<ul style="list-style-type: none"> <li>• Program presentations to new schools:               <ul style="list-style-type: none"> <li>○ List of schools</li> <li>○ Agendas</li> <li>○ Sign-in sheets</li> </ul> </li> </ul>	Measurement: 80% of surveyed correctly identify program features and school roles.
2. Refine program protocols and forms, and develop procedure manual.	July – September 2015	CAP Program Director; Program Manager	<ul style="list-style-type: none"> <li>• Program procedure manual to include:               <ul style="list-style-type: none"> <li>○ Program forms</li> <li>○ Clinical procedures</li> <li>○ Health ed training module</li> </ul> </li> </ul>	All providers and Community Health Workers (CHW) read and sign off on the procedure manual by September 2015.
3. Complete formal agreements with dental providers.	July – September 2015	CAP Program Director; Program Manager	<ul style="list-style-type: none"> <li>• MOUs with Redwood Community Health Coalition (RCHC) Dental Directors</li> <li>• MOUs with RDHAP</li> </ul>	100% of schools have a dental provider.
4. Complete formal agreements with schools/districts.	July – October 2015	CAP Program Director; Program Manager	<ul style="list-style-type: none"> <li>• MOUs in place for each school/district</li> </ul>	100% of schools have an MOU in place

Activities	Timeline	Person(s) Responsible	Deliverables	Measurable Program Outcomes
5. Gather school information: census, calendars, rosters, bell schedules, Medi-Cal enrollees/eligible children.	July – September 2015	CHW	<ul style="list-style-type: none"> <li>Individual school information packets compiled and maintained</li> </ul>	100% of schools have a school information packet and it is updated annually.
6. Identify ideal locations at each school for program delivery.	July – September 2015	CHW Program Manager	<ul style="list-style-type: none"> <li>Sites identified, included in school information packets</li> </ul>	100% of sites are identified in school packets.
7. Train CHW interns in classroom education presentation, and provide feedback and evaluation quarterly.	July – May 2016	County's Department of Health Services (DHS) and Contractor's CHW	<ul style="list-style-type: none"> <li>Training schedule</li> <li>Classroom observation forms created and completed monthly for each CHW intern</li> <li>Recruitment and coordination of CHW</li> <li>Performance evaluation form</li> </ul>	<p>100% of CHW sign off on training.</p> <p>100% of CHW interns receive quarterly feedback and evaluation through classroom observation forms.</p>

**S.M.A.R.T. Objective 1**  
**Strategy 3: Implement Year 2 expansion of program.**  
**Time spent on strategy: 45%.**

Activities	Timeline	Person(s) Responsible	Deliverables	Measurable Program Outcomes
1. Provide program and administrative oversight, including acting as a liaison between provider, staff, and program.	August 2015- June 2016	Program Manager	<ul style="list-style-type: none"> <li>Quarterly invoice records amount of time spent on each strategy by each member of program staff</li> </ul>	100% of program staff complete time study for program.
2. Coordinate all scheduling, including program delivery with Mighty Mouth.	August 2015- June 2016	Program Manager	<ul style="list-style-type: none"> <li>Program schedule that includes division of activities and schools between Mighty Mouth and CAP</li> </ul>	n/a
3. Manage consent process: preparation, bundling, distribution, incentives, collection, and assistance with gathering information not provided.	August 2015- June 2016	CHW	<ul style="list-style-type: none"> <li>Consent forms</li> <li>Procedures for managing consent process</li> </ul>	An average of 50% of students have complete consents.

Activities	Timeline	Person(s) Responsible	Deliverables	Measurable Program Outcomes
4. Provide case management and follow-up for urgent problems and insurance application assistance.	August 2015- June 2016	CHW	<ul style="list-style-type: none"> <li>• Case management protocols for each school/district</li> <li>• Case management tracking report for each school/district</li> </ul>	<p>75% of children with urgent problems receive case management assistance – insurance eligibility, referral to appropriate treatment, and follow-up phone contact.</p> <p>35% of children with urgent problems complete treatment.</p>
5. Provide Quality Assurance oversight using DHS reporting tools.	August 2015- June 2016	Program Manager	<ul style="list-style-type: none"> <li>• Quarterly QA reports:               <ul style="list-style-type: none"> <li>○ September 15, 2015</li> <li>○ December 15, 2015</li> <li>○ March 15, 2015</li> <li>○ June 15, 2016</li> </ul> </li> </ul>	100% of reports complete, accurate, and on time.
6. Provide clinical oversight.	August 2015- June 2016	Program Manager	<ul style="list-style-type: none"> <li>• Conference calls, meetings with dental personnel as needed</li> <li>• Document meeting dates, agendas, participants</li> </ul>	n/a
7. Provide billing and technical assistance to private providers.	August 2015- June 2016	Program Manager	<ul style="list-style-type: none"> <li>• Meetings</li> <li>• Technical assistance log</li> </ul>	100% of providers report knowing how to bill correctly for increased insurance reimbursements



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<b>Activities</b>	<b>Timeline</b>	<b>Person(s) Responsible</b>	<b>Deliverables</b>	<b>Measurable Program Outcomes</b>
8. Create and share report for each school or district annually.	August 2015- June 2016	Program Manager	<ul style="list-style-type: none"><li>• School reports</li><li>• District reports</li><li>• Aggregate reports</li></ul>	100% of schools/districts receive an annual report by June 2016.

**S.M.A.R.T. Objective 1**  
**Strategy 4: Evaluate and modify program.**  
**Time spent on program strategy: 10%.**

Activities	Timeline	Person(s) Responsible	Deliverables	Measurable Program Outcomes
1. Evaluate and adjust protocols and procedures at end of school year.	May-June 2016	CAP Program Manager	<ul style="list-style-type: none"> <li>• Annual update to program and training manuals, as needed</li> </ul>	Updated manual at end of June 2016
2. Analyze and redirect program if necessary through critical review of quarterly progress reports with DHS.	August 2015- June 2016	CAP Program Director/ Program Manager	<ul style="list-style-type: none"> <li>• Quarterly critical review meetings with DHS</li> <li>• Action steps identified</li> <li>• Reports reflect action steps, when completed.</li> </ul>	Continuous program improvement – quality and fiscal accountability
3. Analyze health data; referral follow-up; QA evaluation.	Program	Manager	<ul style="list-style-type: none"> <li>• End of year report:               <ul style="list-style-type: none"> <li>○ # caries/children assessed</li> <li>○ # untreated caries/total children</li> <li>○ # sealants already in place/total children</li> <li>○ # referrals for urgent care/ total children</li> </ul> </li> </ul>	Improve dental health for low-income children.
4. Submit annual report to DHS.	Draft report by June 2016, final report after state billing is competed.	CAP Program Director/ Program Manager	<ul style="list-style-type: none"> <li>• Annual report to include:               <ul style="list-style-type: none"> <li>○ Actual operation costs</li> <li>○ Summary of quarterly program reports</li> <li>○ Recommendations for program improvement to reach stated goals and objectives</li> </ul> </li> </ul>	Draft report submitted by June 30, 2016

**S.M.A.R.T. Objective 2: Develop Model for School Sealant Program Sustainability by June, 2016.**

**Strategy 1: Develop business model for sustainability.**  
**Time spent on program strategy: 10%.**

Activities	Timeline	Person(s) Responsible	Deliverables	Measurable Program Outcomes
1. Work with DHS to develop strategic plan to reach the goal of program sustainability which may include RFP process.	June 2016	CAP Programs Director/ Program Manager	<ul style="list-style-type: none"> <li>• DHS and CAP will develop measurable process outcomes for the creation of a sustainable program by October 2015.</li> <li>• CAP will complete process tasks/activities by June, 2016.</li> </ul>	Draft sustainability model for school sealant in Sonoma County to include transfer of specific strategy activities to program partners.
2. Work with DHS to engage community partners in process to develop sustainable sealant program plan.	November 2015-June 2016	CAP Programs Director/ Program Manager	<ul style="list-style-type: none"> <li>• Meeting agendas, minutes, action plans               <ul style="list-style-type: none"> <li>○ Schools</li> <li>○ Providers</li> <li>○ Hospitals</li> <li>○ Dental Network</li> </ul> </li> </ul>	Measurement: Letter of support for sustainable model signed by community partners, January, 2016. Provide current economic status of program to include program statistics, costs, and revenues.

**Exhibit B. Budget**

This contract is a performance-based contract. The payment for services is as follows:

<b>To Be Performed</b>	<b>\$</b>
25% of contract is payable at start of term.	35,500
25% of contract is payable at mid-term if 50% of work completed.	35,500
25% of contract is payable at end of school year if Exhibit A (Scope of Work) Objective 1, Strategies 1, 2 and 3 are completed.	35,500
25% of contract is payable at term end if Exhibit A (Scope of Work) Objectives 1 and 2 are fully completed.	35,500
Total	142,000

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## **Exhibit C. County's Insurance Requirements of Contractor**

(Template 3 – Rev 2014 Aug 5)

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

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

### 1. Workers Compensation and Employers Liability Insurance

- a. Required if Contractor has employees as defined by the Labor Code of the State of California.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. Required Evidence of Insurance: Certificate of Insurance.
- e. If Contractor currently has no employees as defined by the Labor Code of the State of California, Contractor agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

### 2. General Liability Insurance

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

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

### 3. Automobile Liability Insurance

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limit may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos. If 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 cover hired and non-owned autos.
- d. Required Evidence of Insurance: Certificate of Insurance.

### 4. Standards for Insurance Companies

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

### 5. Documentation

- a. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Contractor agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1, 2 or 3 above.
- b. The name and **address** for Additional Insured endorsements and Certificates of Insurance is:

**County of Sonoma, its Officers, Agents, and Employees**  
**Attn: DHS – Contract & Board Item Development Unit**  
**3313 Chanate Road**  
**Santa Rosa CA 95404**

- c. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- d. Contractor shall provide immediate written notice if: (1) any of the required insurance policies 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

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.

**MODIFICATION NUMBER ONE  
OF AGREEMENT FOR SERVICES BETWEEN  
COUNTY OF SONOMA AND  
VIVA STRATEGY AND COMMUNICATIONS, LLC**

On February 23, 2015, the County of Sonoma, a political subdivision of the State of California, (hereinafter referred to as "County") and VIVA Strategy + Communications, LLC, (hereinafter referred to as "Contractor") entered into a service agreement (hereinafter referred to as "Agreement").

Pursuant to Section 13.7 (Merger) of the Agreement, the parties hereby evidence their intent and desire to modify the Agreement as follows:

1. The name of VIVA Strategy + Communications, LLC in the first paragraph on page 1 of this Agreement is hereby deleted and replaced with VIVA Strategy and Communications, LLC.
2. Exhibit A (Scope of Work) is hereby deleted and replaced in its entirety with the attached Exhibit A (Scope of Work).
3. Exhibit B (Budget) is hereby deleted and replaced in its entirety with the attached Exhibit B (Budget).
4. Section 2.1 (Payment for Services) is hereby revised to read as follows:

2.1. Payment for Services

Contractor shall be paid on a time-and-material/expense basis in accordance with the budget set forth in Exhibit B (Budget), attached hereto and incorporated herein by this reference (hereinafter "Exhibit B"). Any remaining balance at the end of a fiscal year of this Agreement shall automatically be carried forward to the subsequent fiscal year of this Agreement, but not beyond the termination date of this Agreement. Contractor shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Head of County department receiving the services. The bills shall show or include: (i) the task(s) performed, (ii) the time in quarter hours devoted to the task(s), (iii) the hourly rate(s) of the person(s) performing the task(s), and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

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

5. Section 2.2 (Maximum Payment Obligation) is hereby revised to read as follows:

2.2. Maximum Payment Obligation

In no event shall County be obligated to pay Contractor more than the total sum of \$29,954 under the terms and conditions of this Agreement.

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



**CONTRACTOR:**

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Christina Bath Collosi, Managing Partner  
VIVA Strategy and Communications, LLC

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Dated

**COUNTY OF SONOMA:**

Certificate of Insurance on File with County:

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Rita Scardaci, MPH, Director  
Department of Health Services

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Dated

Approved as to Substance:

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Division Director or Designee

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Dated

## Exhibit A. Scope of Work

### **Project Title: Dental Health Network Facilitation**

**Project Summary:** Contractor will work in partnership with the Dental Health Program to facilitate the newly established Dental Health Network (hereinafter "Network") using a collective-impact model to strengthen and connect multiple efforts by individuals and coalitions to affect system change with the goal of improving dental health in Sonoma County.

**Network Goals:** (1) Network creates a shared vision for dental health system change toward dental health equity; (2) Network is informed by context; (3) Network adopts shared dental disease, prevention, and treatment measurement systems; (4) Network develops mutually reinforcing activities to implement action plan; and (5) Network is committed to continuous improvement.

**Activity Summary:** The Scope of Work / Reporting Framework on the following pages is organized around the following three strategies that will be undertaken by Contractor:

1. **Consult and work with the Core Group of the Dental Health Network** – To provide ongoing oversight to the project and plan the work and meetings of the Dental Health Network Team, Contractor will conduct regular phone meetings with Dental Health Program staff and other members of the Core Group.
2. **Facilitate Dental Health Network meetings** – Utilizing a collective-impact process model, Contractor will design and facilitate a sequenced series of meetings with identified benchmarks leading to the accomplishment of the goals of the DentaQuest grant. This strategy includes building the capacity of the Network to sustain its own facilitation and progress beyond the term of the grant.
3. **Provide strategic consultation, facilitation, and monitoring of 3 work groups** – Contractor will be responsible for providing strategic consultation, facilitation, and monitoring of 3 work groups that serve to accomplish key tasks in the Network's work plan. The work of these work groups will be sequenced appropriately across the timeframe of the grant, and where possible, serves as adjuncts to the regularly scheduled Network meetings.

Each of these strategies will have an evaluative component that will inform the Core Group and Dental Health program staff on progress and any areas needing course correction or improvement on a continuous basis.

<b>Strategy 1:</b> Work with Dental Health Network <u>Core Group</u> to: (a) establish and maintain continuous oversight and monitoring on the progress of the Dental Health Network’s work plan; and (b) plan 10-12 Dental Health Network Team meetings that will achieve the Network goals.				
<b>Activities - We will employ the following key activities to achieve our desired outcomes:</b>	<b>Timeline</b>	<b>Person(s) Responsible</b>	<b><u>Measurable Deliverables/ Products</u></b>	<b>Measurable Network Outcomes/ Changes/Results</b>
1. Conduct planning calls with Core Team and Dental Health Program staff.	2/2015 - 12/2015	Edwin	✓ Ongoing documentation of action steps	n/a
2. Establish a benchmarked timeline for Network team meetings designed to achieve the Network’s Goals.	2/2015 - 3/2015	Edwin & Annalise	✓ Graphic process map ✓ Calendar of Network meetings established with target benchmarks	✓ All Network Goals achieved at their agreed-upon deadlines as stated in the DentaQuest grant. ✓ All DentaQuest goals and deliverables achieved.
3. Set objectives for Network team meetings sequenced to meet Network goals.	2/2015 - 11/2015	Edwin	✓ Objectives established for each Network meeting	n/a
4. Identify and implement continuous-improvement strategies for Core Group.	2/2015 - 12/2015	Edwin & Annalise	✓ S.M.A.R.T. Objectives, Outcomes, and action steps established	✓ Core Group has established a norm for conducting ongoing self-reflection and action for continuous improvement.
5. Identify 1-2 Network participants to transition into the facilitator role for the Network beyond the term of the DentaQuest grant.	6/2015 - 12/2015	Edwin	✓ 1-2 members of Network recruited to act as facilitators ✓ VIVA and designated Network members team-facilitate Network meetings during latter stages ✓ Facilitation Best Practices tool	✓ Network has established the internal capacity to plan and facilitate its meetings and activities beyond the term of the DentaQuest grant.

<p><b>Strategy 1:</b> Work with Dental Health Network <u>Core Group</u> to: (a) establish and maintain continuous oversight and monitoring on the progress of the Dental Health Network’s work plan; and (b) plan 10-12 Dental Health Network Team meetings that will achieve the Network goals.</p>				
<b>Activities - We will employ the following key activities to achieve our desired outcomes:</b>	<b>Timeline</b>	<b>Person(s) Responsible</b>	<u><b>Measurable Deliverables/ Products</b></u>	<b>Measurable Network Outcomes/ Changes/Results</b>
<p><b>6.</b> Contractor conducts internal planning, quality assurance, and monitoring of meetings to guarantee successful accomplishment of DentaQuest grant objectives.</p>	<p>2/2015 - 12/2015</p>	<p>Christina, Edwin, &amp; Annalise</p>	<p>n/a</p>	<p>✓ Dental Health Network assesses project as a success.</p>

<b>Strategy 2:</b> Facilitate 10-12 Dental Health Network Team meetings using the collective impact model to meet the five goals outlined in the DentaQuest grant.				
<b>Activities - We will employ the following key activities to achieve our desired outcomes:</b>	<b>Timeline</b>	<b>Person(s) Responsible</b>	<b><u>Measurable Deliverables/ Products</u></b>	<b>Measurable Network Outcomes/ Changes/Results</b>
1. Graphically record and facilitate meetings.	2/2015 - 12/2015	Edwin	✓ Meeting murals and graphic charts	✓ Network progress and goals are visually represented.
2. Provide bilingual English/Spanish translation for monolingual participants at meetings.	2/2015 - 12/2015	Annalise	✓ Translated agendas available for each Network meeting	✓ Monolingual participants understand, and feel comfortable contributing to, the process.
3. Utilize World Café style at meetings.	2/2015 - 12/2015	Edwin & Annalise	✓ Summaries of discussions	✓ All participants feel comfortable and engaged.
4. Engage participants by phone and/or email between meetings to enhance engagement and identify areas of concern.	3/2015 - 11/2015	Annalise	✓ Engagement log ✓ Engagement summaries and action steps	✓ All participants feel comfortable and engaged.
5. Facilitate the creation of a shared vision for dental health equity in Sonoma County.	3/2015 – 4/2015	Annalise, with Edwin graphic recording	✓ Visual “Network Vision” mural	✓ Network Vision has been adopted by members.
6. Facilitate the creation of an action plan for system change that is pursued by the Network beyond the DentaQuest grant.	6/2015 - 12/15	Edwin	✓ Key priorities for system improvement identified	✓ Action Plan for system change will be in place.

<b>Strategy 2:</b> Facilitate 10-12 Dental Health Network Team meetings using the collective impact model to meet the five goals outlined in the DentaQuest grant.				
<b>Activities - We will employ the following key activities to achieve our desired outcomes:</b>	<b>Timeline</b>	<b>Person(s) Responsible</b>	<b><u>Measurable</u> Deliverables/ Products</b>	<b>Measurable Network Outcomes/ Changes/Results</b>
7. Identify and implement continuous-improvement strategies for Network Team meetings.	2/2015 - 12/2015	Edwin & Annalise	✓ S.M.A.R.T. objectives, outcomes and action steps established	✓ Network will have established a norm for conducting ongoing self-reflection and action for continuous improvement.

**Strategy 3:** Provide strategic consultation, facilitation, and monitoring of 3 work groups that will be responsible for accomplishing key tasks in the Network’s work plan. The work of these work groups will be sequenced appropriately across the timeframe of the grant, and where possible serves as adjuncts to the regularly scheduled Network meetings.

<b>Activities - We will employ the following key activities to achieve our desired outcomes:</b>	<b>Timeline</b>	<b>Person(s) Responsible</b>	<b><u>Measurable</u> Deliverables/Products</b>	<b>Measurable Network Outcomes/ Changes/Results</b>
1. Consult with Dental Health Program staff to plan and facilitate work of a Systems Mapping work group to map the Dental Health System in Sonoma County.	5/2015 -8/2015	Annalise	✓ Dental Health Systems Map	✓ Network has identified options for creating linkages among relevant dental initiatives and entities in the county.
2. Consult with Dental Health Program staff to plan and facilitate work of a Shared Measurement work group to identify data framework for the Dental Health System.	5/2015 -8/2015	Annalise & Edwin	✓ Data framework for Dental Health System	✓ Network has identified indicators and Shared Measurements to inform progress and continuous system improvement.
3. Establish and facilitate work group to plan a Dental Health Summit in Sonoma County.	5/2015 -9/2015	Edwin & Annalise	✓ A plan for conducting the Dental Health Summit will be in place	✓ Successful completion of Dental Health Summit
4. Identify and implement continuous improvement strategies for work groups.	5/2015 -10/2015	Edwin & Annalise	✓ Process and Outcome Evaluation strategies and action steps established	✓ Work groups have established a norm for conducting ongoing self-reflection and action for continuous improvement.

**Exhibit B. Budget**

<b>Activity</b>	<b>Detail</b>	<b>Position</b>	<b>Hours</b>	<b>Rate (\$/Hour)</b>	<b>Cost (\$)</b>
Core Group / Staff Planning Meetings	Phone check-ins and planning	Consultant	14	150	2,100
		Project Associate	10	95	950
Network Meetings	Preparation, facilitation, and follow-up associated with Network meetings	Consultant	60	150	9,000
		Project Associate	60	95	5,700
VIVA Team Planning	Internal planning and preparation meetings; follow-up activities related to 3 work groups.	Consultant	27	150	4,050
		Project Associate	27	95	2,565
		Managing Partner	4	175	700
Travel/mileage	(120 miles/round trip) x (\$0.56/mile) x (11 round trips)	Total	–	–	739
Systems Mapping and Shared Measurement Work Groups	Periodic monitoring of, and strategic consultation for, 2 work groups.	Consultant	5	150	750
		Project Associate	8	95	760
Dental Health Summit Work Group	Strategic consultation and facilitation associated with Summit planning. Hours based on 3 in-person and 2 phone meetings.	Consultant	10	150	1,500
		Project Associate	12	95	1,140
<b>Total:</b>					<b>29,954</b>





## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number:** 27  
(This Section for use by Clerk of the Board Only.)

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

**Board Agenda Date:** June 23, 2015

**Vote Requirement:** Majority

**Department or Agency Name(s):** Human Resources Department

**Staff Name and Phone Number:**

Carol Allen, 565-2549

**Supervisorial District(s):**

All

**Title:** Sick Leave Benefit Changes for Compliance with California Sick Leave Law

### Recommended Actions:

1. Effective July 1, 2015, amend Salary Resolution 95-0926 to comply with the Paid Sick Leave Law by updating current sick leave benefits for Regular employees as outlined on Attachment A, and providing sick leave benefits for Extra Help employees, as outlined on Attachment B.
2. Effective July 1, 2015, amend the current terms and conditions of the Memorandum of Understanding between the County of Sonoma and Service Employees' International Union, Local 1021 (SEIU), to comply with the Paid Sick Leave Law by updating current sick leave benefits for Regular employees as outlined on Attachment A, and providing sick leave benefits for Extra Help employees, as outlined on Attachment B. The County will complete negotiations with SEIU and will return to the Board, if necessary, with amended sick leave provisions.
3. Effective July 1, 2015, amend all other Memoranda of Understanding between the County and each of its recognized bargaining units [Deputy Sheriff's Association (DSA), Deputy Sheriff's Law Enforcement Management (DSLEM), Engineers & Scientists of California (ESC), International Union Of Operating Engineers, Stationary Engineers, Local 39 (Local 39), Sonoma County Law Enforcement Association (SCLEA), Sonoma County Law Enforcement Managers' Association (SCLEMA), Sonoma County Prosecutors' Association (SCPA), Sonoma County Deputy Public Defender Attorneys' Association (SCDPDAA); Sonoma County Public Defender Investigators' Association (SCPDIA), and Western Council of Engineers (WCE)] to comply with the Paid Sick Leave Law by updating current sick leave benefits for Regular employees as outlined on Attachment A. The County will complete the Meet and Confer process with all labor organizations regarding sick leave benefits, and return to the Board, if necessary, with amended provisions.

## **Executive Summary:**

In September 2014, California enacted AB 1522, the Healthy Workplaces, Healthy Families Act of 2014 (“Paid Sick Leave Law”). The Act establishes minimum levels of paid sick leave to be provided to all employees, outlines situations/reasons under which employees may use accrued sick leave, provides strong protection to employees against retaliatory action by employers for use of accrued leave, and establishes penalties for employers who fail to comply with the law.

The County has two employee classifications that are impacted by the new law: Regular (allocated) employees, and Extra Help employees (including paid interns). Regular employees currently receive sick leave benefits. Extra Help employees do not receive sick leave benefits and therefore staff is proposing a new benefit for these employees pursuant to the new requirements.

In crafting this recommendation, staff consulted with internal and external legal counsel, Human Resources’ Disability Management Unit, Auditor-Controller’s Payroll unit, HRMS Analysts, and HR Liaisons in County departments. In the legal and human resources community, there is consensus that the law lacks clarity in many regards and clarification from the state is still forthcoming; therefore, in some areas, the County’s proposal represents a legal “best guess” as to what standard will conform to the law, following any subsequent clarification. Staff’s recommendation represents a benefit that is intended to satisfy the minimum requirements of the law, is fiscally responsible, and is administratively feasible.

### Recommended Changes To Existing Sick Leave Benefits for Regular/Allocated Employees:

Currently, all regular (allocated) employees of the County accrue sick leave at a rate that complies with the new law, however the situations under which the leave may be used, and the County’s current medical documentation requirements, are not in compliance. To bring the County into compliance, the County proposes to:

1. Expand the situations under which leave may be used to match those stated in the law by:
  - Expanding the definition of “family member” to include the care, preventative care, and treatment of the employee’s (or of employee’s spouse or domestic partner) sibling, grandparent, grandchild, and parent-in-law.
  - Including certain purposes related to being a victim of domestic violence, sexual assault, or stalking.
2. Revise medical documentation requirements to ensure the County complies with protections afforded to employees by the Paid Sick Leave Law.
3. Add language to integrate the new sick leave law requirements with other mandated state and federal protective leaves.
4. Reinstate accrued sick leave when an employee returns to County service within a year.

### Recommended Sick Leave Benefits for Extra-Help Employees:

The term “Extra Help” refers to auxiliary, non-allocated, unclassified staff, working in one of the following Extra Help classification types: temporary, intermittent, seasonal, retiree, and interns (paid). All Extra Help employees are either represented by SEIU or are covered under the Salary Resolution, depending on the job classification under which they are working. (No other bargaining units cover Extra Help employees.) The County’s proposed benefit includes the following key provisions:

- Eligibility period of 30 days (since January 1, 2015).
- Accrual rate of 1 hour per 30 hours worked, including overtime (unless the State clarifies this point otherwise), beginning July 1, 2015, or upon completion of eligibility period.
- Accrual cap of 72 hours.
- Accrual use, per annual period, of 36 hours.
- Reasons for use will match those proposed for Regular employees.
- Generally, no documentation of absence required for use of paid leave.
- Accrued paid sick leave must be used prior to using unpaid leave for reasons covered under the sick leave

benefit.

- Accrual Carryover: All unused, accrued hours remaining on account as of the last paid day of work (up to 72 hours) will be restored the Extra Help employee if they return to the County within 1 year of their last paid day with County.
- Paid sick leave, when used, are not hours worked, and does not accrue additional sick leave and is exempt from non-statutory overtime provisions.
- Employees converting from Regular employees to Extra Help employees may transfer accrued hours into their Extra Help sick leave bucket, as long as they start the Extra Help assignment within a year of their last paid day with the County. Hours are subject to all rules and provisions established for Extra Help sick leave accruals.

**Duty to Bargain:**

Changes to sick leave benefits constitute a duty to bargain under the Myers-Milias-Brown Act (hours, wages, and working conditions). Due to the short timeframe in which these changes can be negotiated, staff recommends that the Board adopt staff's recommended changes in order to meet the State's July 1<sup>st</sup> compliance deadline. Human Resources will continue to negotiate with bargaining units, and should any subsequent agreements alter the terms of this sick leave benefit, we will return to the Board with the revised agreement.

Changes for Regular and Extra Help employees covered under the Salary Resolution are not subject to Meet and Confer.

**Recommendation:**

1. Effective July 1, 2015, amend Salary Resolution 95-0926 to comply with the Paid Sick Leave Law by updating current sick leave benefits for Regular employees as outlined on Attachment A, and providing sick leave benefits for Extra Help employees, as outlined on Attachment B.
2. Effective July 1, 2015, amend the current terms and conditions of the SEIU MOU to comply with the Paid Sick Leave Law by updating current sick leave benefits for Regular employees as outlined on Attachment A, and providing sick leave benefits for Extra Help employees as outlined on Attachment B. The County will complete negotiations with SEIU and will return to the Board, with a final agreement.
3. Effective July 1, 2015, amend all other labor organization Memoranda of Understanding (DSA, DSLEM, ESC, Local 39, SCLEA, SCLEMA, SCPA, SCDPDAA, SCPDIA, and WCE) to comply with the Paid Sick Leave Law by updating current sick leave benefits for Regular employees as outlined on Attachment A. The County will complete the Meet and Confer process with all labor organizations regarding sick leave benefits, and return to the Board, if necessary, with amended provisions.

**Prior Board Actions:**

Adoption of Current MOUs:

3/19/13-SEIU; 6/4/13-SCLEMA; 6/25/13-SCLEA; 7/30/13-WCE; 9/10/13-SCPDIA; 11/12/13-SCPA; 11/12/13-SCPDAA; 12/10/13-DSA; 12/10/13-DSLEM; 12/10/13-Local 39; 1/14/14-ESC

3/19/13 - Salary Resolution No. 95-0926, Amended (Section 23 – Sick Leave)

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

Adopting the recommended changes brings the County into compliance with state law and provides several valuable benefits to both Regular and Extra Help County employees.

<b>Fiscal Summary - FY 14-15</b>			
<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$</b>	<b>Total Sources</b>	<b>\$</b>
<b>Narrative Explanation of Fiscal Impacts (If Required):</b>			
<p>No cost in FY 14-15. No additional cost anticipated for changes to benefits for Regular employees. Estimated annual <u>maximum</u> cost for Extra Help sick leave benefits in FY 15-16 is approximately \$830,000. The actual amount will vary based on number of Extra Help employees working a given fiscal year, and the amount of sick leave used by each Extra Help employee. The actual costs for Extra Help sick leave will be paid by departments from salary savings.</p>			
<b>Staffing Impacts</b>			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
None.			
<b>Attachments:</b>			
Resolution 1- Salary Resolution, Resolution 2-SEIU, Resolution 3-All other units, Attachment A-Changes to Existing Benefits; Attachment B-Sick Leave for Extra Help (New Benefit)			
<b>Related Items "On File" with the Clerk of the Board:</b>			



# County of Sonoma

## State of California

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Date: June 23, 2015

Item Number: \_\_\_\_\_

Resolution Number: \_\_\_\_\_

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4/5 Vote Required

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**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 Section 23 – Sick Leave To Comply With The California Paid Sick Leave Law (AB 1522), Effective July 1, 2015.**

**Whereas**, in September 2014, the State of California enacted AB 1522, also known as the “Paid Sick Leave Law”, which sets minimum sick leave benefits for employees who work more than 30 days per year in California; and

**Whereas**, provisions of the Paid Sick Leave Law become effective July 1, 2015; and

**Whereas**, salary and benefits for Department Heads, Administrative Management, Confidential and Unrepresented employees, are provided under Salary Resolution No. 95-0926 (Salary Resolution); and

**Whereas**, salary and benefits for all Extra Help employees working in any job classification not represented by Service Employees’ International Union, 1021 (SEIU) are provided under Salary Resolution; and

**Whereas**, current sick leave benefits and provisions for Extra Help and Regular employees covered under the Salary Resolution do not comply with the mandates of the Paid Sick Leave Law; and

**Whereas**, establishing sick leave benefits for Extra Help employees as outlined on Attachment A, and amending sick leave benefits for Regular (allocated) employees as outlined on Attachment B, will bring the County into compliance with provisions of the Paid Sick Leave Law as currently interpreted.

**Now, Therefore, Be It Resolved** that the County amend sick leave benefits for Regular employees covered under Salary Resolution No. 95-0926, as set forth on Attachment A

Resolution #

Date:

Page 2

and incorporated herein by reference, effective July 1, 2015.

**Be It Further Resolved** that the County establish sick leave benefits for Extra Help employees covered under Salary Resolution No. 95-0926, as set forth on Attachment B and incorporated by reference herein, effective July 1, 2015.

**Supervisors:**

Rabbitt:

Zane:

Gore:

Carrillo:

Gorin:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



County of Sonoma  
State of California

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Date: June 23, 2015

Item Number: \_\_\_\_\_

Resolution Number: \_\_\_\_\_



4/5 Vote Required

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**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 Terms And Conditions Of The Memorandum Between the County of Sonoma and Service Employees' International Union, Local 1021 (SEIU) To Comply With The California Paid Sick Leave Law (AB 1522), Effective July 1, 2015.**

**Whereas**, in September 2014, the State of California enacted AB 1522, also known as the "Paid Sick Leave Law", which sets minimum sick leave benefits for employees who work more than 30 days per year in California; and

**Whereas**, provisions of the Paid Sick Leave Law become effective July 1, 2015; and

**Whereas**, the current sick leave provisions in the SEIU Memorandum of Understanding do not meet the requirements of the Paid Sick Leave Law; and

**Whereas**, changes to benefits falls within the scope of bargaining and are therefore subject to negotiation; and

**Whereas**, the County and SEIU will not have completed negotiations by July 1, 2015; and

**Whereas**, failure to comply by July 1, 2015 could result in in heavy penalties to the County.

**Now, Therefore, Be It Resolved** that the County amend sick leave benefits for SEIU represented Regular employees, as set forth on Attachment A and incorporated by reference herein, and effective July 1, 2015, in order to bring the County into compliance until negotiations with SEIU have been completed.

**Be It Further Resolved** that the County establish sick leave benefits for SEIU

Resolution #

Date:

Page 2

represented Extra Help employees, as set forth on Attachment B and incorporated by reference herein and effective July 1, 2015, in order to bring the County into compliance until negotiations with SEIU have been completed.

**Be It Further Resolved** that the County will continue to negotiate with SEIU over the terms and conditions of compliant sick leave provisions, and will return to your Board with amended provisions should the final agreement vary from the provisions adopted under this Resolution.

**Supervisors:**

Rabbitt:

Zane:

Gore:

Carrillo:

Gorin:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**





# County of Sonoma

## State of California

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Date: June 23, 2015

Item Number: \_\_\_\_\_

Resolution Number: \_\_\_\_\_

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4/5 Vote Required

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**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 Temporarily Amending The Terms And Conditions Of The Memoranda Between The County of Sonoma And Each Of The Following Labor Organizations: Deputy Sheriff's Association (DSA), Deputy Sheriff's Law Enforcement Management (DSLEM); Engineers & Scientists of California (ESC); International Union Of Operating Engineers, Stationary Engineers, Local 39 (Local 39); Sonoma County Law Enforcement Association (SCLEA); Sonoma County Law Enforcement Managers' Association (SCLEMA); Sonoma County Prosecutors' Association (SCPA); Sonoma County Deputy Public Defender Attorneys' Association (SCDPDAA); Sonoma County Public Defender Investigators' Association (SCPDIA); and Western Council of Engineers (WCE), To Comply With The California Paid Sick Leave Law (AB 1522), Effective July 1, 2015.**

**Whereas**, in September 2014, the State of California enacted AB 1522, also known as the "Paid Sick Leave Law", which sets minimum sick leave benefits for employees who work more than 30 days per year in California; and

**Whereas**, provisions of the Paid Sick Leave Law become effective July 1, 2015; and

**Whereas**, the current sick leave provisions for Regular employees in all of the Memoranda Of Understanding between the County and it's recognized labor organizations do not meet the requirements of the Paid Sick Leave Law; and

**Whereas**, changes to benefits falls within the scope of bargaining and are therefore subject to negotiation; and

**Whereas**, the County will not have completed bargaining sick leave changes with all noted labor Organization by July 1, 2015; and

**Whereas**, failure to comply with the law by July 1, 2015 could result in in heavy penalties to the County.

Resolution #

Date:

Page 2

**Now, Therefore, Be It Resolved** that the County temporarily amend sick leave benefits for Regular employees represented by DSA, DSLEM, ESC, Local 39, SCLEA, SCLEMA, SCPA, SCDPDAA, SCPDIA, and WCE, as set forth on Attachment A and incorporated by reference herein, and effective July 1, 2015, in order to bring the County into compliance with the Paid Sick Leave Law the County reaches agreement with the listed labor organizations regarding sick leave benefits.

**Be It Further Resolved** that the County will continue to negotiate with all recognized bargaining units over the terms and conditions of compliant sick leave provisions, and will return to your Board with amended provisions should any final agreement vary from the provisions adopted under this Resolution.

**Supervisors:**

Rabbitt:

Zane:

Gore:

Carrillo:

Gorin:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**

## Changes to Sick Leave Benefits for Regular County Employees, Effective July 1, 2015:

	Current Sick Leave Benefit for Regular County Employees	Changes to Sick Leave Benefits for Regular County Employees, Effective July 1, 2015
<b>Eligibility</b>	Immediate.	No change.
<b>Accrual Rate</b>	3.68 hours accrued per 80 in-service hours (per pay period). Equates to 1.38 hours per 30 hours worked.	No change.
<b>Limit on Accrual (cap)</b>	No limit on accrual.	No change.
<b>Carryover</b>	Accrued leave carries forward, year to year, but does not span a break in service.	All accrued leave carries forward, year to year. All accrued leave also carries forward if break in service is less than 1 year.
<b>Limit on Use of Accrued Leave</b>	No limit on use of paid leave, if compliant with use requirements.	No change.
<b>Reasons for Leave</b>	Care of self (unlimited); care of child, parent, spouse or domestic partner (up to 48 hrs per occurrence). Some use for domestic violence, sexual assault related leave allowed by State law.	Current allowable reasons plus care of siblings, grand-parents, grandparent- or parent-in-law; reasons related to sexual assault, domestic violence, or stalking.
<b>Documentation for Use of Sick Leave</b>	Depts may request for any absence; required for use of 48 hrs or more.	Generally, none for first 24 hours (or equivalent hours of three work days) of sick leave used. Additional hours used in annual period, and absences of 48 hours or more, are subject to existing documentation requirements.  Annual period for existing employees begins July1, 2015. Annual period for employees hired or beginning in a Regular position after July 1, 2015, begins on date they start in the position.
<b>Conversion from Extra Help to Regular Employee</b>	Employee begins accruing sick leave upon starting position.	Employee begins accruing regular sick leave upon starting position, and any hours accrued as Extra Help carryover. EH sick hours are tracked separately, must be used first, do not accrue additional leave time when used, may not be contributed to catastrophic leave program (no cash or exchange value), and are not eligible for conversion to service credit upon retirement (if still on account).

## Sonoma County Extra Help Sick Leave Benefit:

#	Topic	Provision
1	Eligibility - Who	The proposed sick leave program will apply to Extra-Help employees, which is comprised of: Temporary, Intermittent, Seasonal, Retiree, Interns (paid)
2	Annual Period	<p>Annual period is marked by the initial date an eligible employee begins work, or returns to work if the return date is one year or more from the employee's last paid day with the County.</p> <p>For Extra Help employees who have already worked 30 days for the County between Jan. 1, 2015 and July 1, 2015, the annual period begins July 1, 2015.</p> <p>The annual period for employees eligible any time after July 1, 2015 will begin either on July 1, 2015 or the employees start date, whichever is later.</p>
3	Eligibility - When	<p>Extra Help employees must be employed by the County for 30 days (regardless of the number of hours worked per day) in order to be eligible for paid sick leave benefits. Eligibility becomes effective as follows:</p> <p>Beginning July 1, 2015, Extra-Help employees who have been employed by the County for 30 days since Jan. 1, 2015 and prior to July 1, 2015 will be eligible to accrue and use paid sick leave effective July 1, 2015.</p> <p>Extra Help employees who complete the required 30 day work period any time after July 1, 2015, will be eligible to accrue and use paid sick leave upon completion of the 30 day work period.</p> <p>All Extra Help employees must work 30 days in any subsequent annual period to remain eligible.</p>
4	Accrual Begins	From hire date (date work begins).
5	Accrual - Rate	Eligible Extra-Help employees will accrue one (1) hour of paid sick leave for every thirty (30) hours worked, including overtime hours – until or unless law is clarified in this area concerning the requirement to include overtime in the accrual rate.
6	Accrual Cap	Extra-Help employees may accrue paid sick leave up to a cap of 72 hours.

#	Topic	Provision
7	Accrual Carryover	<p>All unused, accrued hours remaining on account as of the last paid day of work (up to 72 hours) will be restored the Extra Help employee if they return to an Extra Help with the County within 1 year of their last <u>paid</u> day with County.</p> <p>Also, time accrued, up to 72 hours, carries forward with the employee from one annual period to the next. If the period between the last paid day and the first day of the next assignment is one year or more, no previously accrued hours will carry forward to the new assignment and the employee’s “annual period” date will be re-set to the new start date. (ie, to carry accrual forward, if last paid day was Oct 1, would have to return on or before Sept 30 of the following year)</p>
8	Accrual Value	<p>Accrued hours have no cash value and are not “cashed out” when the employee leaves County service.</p> <p>Accrued hours are for use only by the employee who accrued the hours and may not be donated to or shared with or donated to other employees.</p>
9	Use – Reasons	<p><u>All</u> accrued sick leave may be used for the reasons provided under the law, subject to use limits within the annual period. Reasons provided by law are:</p> <ul style="list-style-type: none"> <li>i. For diagnosis, care or treatment of an existing health condition of, or preventative care for the employee or employee’s family member. For Extra Help sick leave, “family member” is defined as a child (defined as biological, adopted, or foster child, stepchild, legal ward, or a child to who the employee stands in loco parentis, regardless of age or dependency status), parent (defined as a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee’s spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child), spouse, registered domestic partner, grandparent, grandchild, or sibling.</li> <li>ii. When an employee is a victim of domestic violence, sexual assault or stalking, to work to obtain or attempt to obtain any relief, including but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of themselves or their child(ren); to seek medical attention for injuries caused by domestic violence, sexual assault or stalking; obtain services from a domestic violence shelter, program or rape crisis center as a result of domestic violence, sexual assault or stalking; obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking; participate in safety planning or take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.</li> </ul>

#	Topic	Provision
10	Use – Limit (Annual)	All EH employees may use up to 36 hours of accrued, paid sick leave during their annual period. Additional hours, if needed, would be unpaid leave.
11	Use – Impacts	<ul style="list-style-type: none"> <li>• Hours of paid sick leave, when taken, are not considered “hours worked” and <u>will not</u> be applied toward accrual of additional sick leave.</li> <li>• Hours of paid sick leave, when taken, <u>will apply</u> toward health benefit eligibility.</li> <li>• Hours of paid sick leave, when taken, are <u>excluded from</u> non-statutory overtime provisions.</li> </ul>
12	Use – Unpaid Leave	EH employees must exhaust all 36 hours allowed under the sick leave usage cap, prior to taking any unpaid sick leave.
13	Use – Minimum Increment	Accrued sick leave will be used in increments of not less than 1 hour.
14	Use – Notification	<p><b>For the first 36 hours (consecutive or non-consecutive) hours of paid sick leave used in an annual period, the following notification and medical certification requirements will apply:</b></p> <p><u>Notification Method:</u> Extra Help employees may notify the department of intent to use paid sick leave either orally or in writing.</p> <p><u>Planned Absence:</u> If the absence is planned or foreseeable, the employee will provide advanced notice to the department contact, as early as possible.</p> <p><u>Unplanned Absence:</u> If the absence is not planned or foreseeable, the employee will contact the department within an hour of their normal start time, or, if incapacitated, employees will notify the department as soon as possible.</p> <p><u>Information:</u> Employees will notify the department of the anticipated length of the absence. If additional time is needed, notify the department as soon as possible.</p> <p><u>Medical Certification:</u> Medical certification will be required for absences of 48 hours or more, regardless of pay status, and as necessary for implementing FMLA/CFRA or PDL provisions and protections.</p> <p><b>Any additional, unpaid sick leave will require department approval, may require medical certification and must be requested and approved in accordance with same rules and protocols as regular employees in the department or work unit.</b></p>

#	Topic	Provision
15	Use – Tracking	Hours accumulated will be provided on the employees’ pay check stub (or electronic pay stub, if applicable)
16	Conversion to Allocated Employee	<p>Extra Help sick leave hours remain on account, in a separate Extra Help sick leave “bucket”, separate from County sick leave benefits that will begin to accrue.</p> <p>There is no change to sick leave accrual for regular employees, from this provision.</p>
17	Use of EH Sick Leave Hours by Regular Employee	<p>Sick leave hours carried forward from Extra Help position to employment as a Regular employee will be treated the same as sick leave accrued as a Regular employee, with the following exceptions:</p> <ol style="list-style-type: none"> <li>1- All EH sick leave hours must be used prior to using County sick leave hours.</li> <li>2- Additional sick leave and vacation hours will not accrue on EH sick leave hours taken.</li> <li>3- EH hours may not be contributed to catastrophic leave program (or otherwise have any cash or exchange value).</li> <li>4- Hours in the Extra Help sick leave bucket are not eligible for conversion to retirement service credit upon retirement from County service.</li> </ol>
18	Conversion from Regular Employee to Extra Help Employee	All remaining, accrued hours will be available for the employee to use, subject to the 36 hours per annual period rule. All hours used will be subject to the same provisions and rules as all other EH sick leave.



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number:** 28  
(This Section for use by Clerk of the Board Only.)

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

**Board Agenda Date:** June 23, 2015

**Vote Requirement:** Majority

**Department or Agency Name(s):** Human Resources

**Staff Name and Phone Number:**

Cecilia A. Quiambao, (707) 565-3553

**Supervisorial District(s):**

All

**Title:** Agreement with Futures Rehab, Inc.

### **Recommended Actions:**

Authorize the Director of Human Resources to renew the agreement with Futures Rehab, Inc. for occupational health and safety services in an amount not to exceed \$125,000 for the term July 1, 2015 through June 30, 2016.

### **Executive Summary:**

The County's current agreement with Futures Rehab, Inc. for Occupational Health and Safety Services expires June 30, 2015. Futures provides physical and agilities testing as an objective measurement to assure that the job applicant can safely perform the physical demands of the position to avoid injuries and higher workers' compensation costs. Futures Rehab, Inc. has provided functional pre-employment/post-offer testing to the County as a loss prevention strategy to better evaluate the physical abilities of job applicants during the pre-employment process for a small list of job classes that have significant physical demands, such as: Deputy Sheriff, Correctional Officer, Fire/Hazardous Materials Inspector and Maintenance Workers. Some of the physical and agilities testing that is performed by Futures include cardiopulmonary step test, treadmill testing, upper extremity testing, lifting, pushing/pulling and running/sprinting. This specialized service is not offered by Kaiser Occupational Health.

The County has renewed this agreement since 2003. Following the County's due diligence in researching potential service providers in the surrounding local area (Sonoma, Marin and Napa) in 2013 and again this year, it was determined there are no other local providers of specialized physical abilities testing. These findings were evaluated by the County Purchasing Agent, who concurs with extending



the agreement with Futures Rehab for another year without an RFP process; the County will conduct an RFP process in 2016. Futures' rates were also compared with those of similar service providers outside of our local area, and confirmed to be at, or below market survey findings.

Based upon the above explanation and the fiscal impacts described below, it is recommended to renew the agreement with Futures Rehab for a one-year term from July 1, 2015 through June 30, 2016, for a total contract amount of \$125,000. As a fee for service contract, our experience has been \$85,000 annually. However, the new contract presumes a higher annual amount based on the increased recruitment and hiring efforts, as well as the need to have Futures conduct physical demands job analysis in order to update some positions' essential functions worksheets.

**Prior Board Actions:**

04/20/2003: Accepted recommendations of County of Sonoma's Workers' Compensation Report  
 06/17/2003: Authorized HR Director to sign initial agreement with Futures Rehab, Inc. and subsequent renewals have been authorized by the Board through June 30, 2015.  
 09/25/2007: Accepted Updated Analysis and recommendations on the County of Sonoma's Workers' Compensation Program Report  
 07/06/2010: Futures Rehab agreed to the Voluntary Vendor Cost Reduction Initiative and reduced costs 10% for the term July 1, 2010 through June 30, 2012.  
 06/19/2012: Authorized HR Director to execute an amendment to the agreement with Futures Rehab, Inc. for the term July 1, 2011 through June 30, 2012 and execute a new agreement with Futures Rehab, Inc. for the term July 1, 2012 through June 30, 2013.  
 05/21/2013: Authorized HR Director to execute an amendment to the agreement with Futures Rehab, Inc. and increased the maximum contract amount from \$40,000 to \$60,000 for the term July 1, 2012 through June 30, 2013 and to execute a new agreement with Futures Rehab, Inc. in an amount not to exceed \$150,000 for the term July 1, 2013 through June 30, 2015.

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

**Fiscal Summary - FY 14-15**

<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$ 125,000		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$ 125,000
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 125,000</b>	<b>Total Sources</b>	<b>\$ 125,000</b>

**Narrative Explanation of Fiscal Impacts (If Required):**

Estimated costs include pre-employment testing in the amount of \$87,000, which includes an anticipated 2%-3% increase for FY 2015-2016. Anticipated cost to conduct additional physical demands job analysis for certain job classes is \$38,000.

**Staffing Impacts**

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

**Narrative Explanation of Staffing Impacts (If Required):**

N/A

**Attachments:**

None

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

Sample Contract for services with Futures Rehab, Inc. for the term June 1, 2015 through June 30, 2016.



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number:** 29  
(This Section for use by Clerk of the Board Only.)

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

**Board Agenda Date:** June 23, 2015

**Vote Requirement:** Majority

**Department or Agency Name(s):** Human Resources

**Staff Name and Phone Number:**

Jeanne Groen, Benefits Manager 707-565-3525

**Supervisorial District(s):**

All

**Title:** Amendment to agreement with CVS/Caremark to provide Prescription Benefit Management services for the County Health Plan.

### **Recommended Actions:**

Authorize the Director of Human Resources to execute amendments to the contract with CVS/Caremark for Prescription Benefit Management services for the County Health Plans extending the contract term for three years, from June 1, 2015 through May 31, 2018 for an estimated annual cost of \$6,380,800.

### **Executive Summary:**

The County Health Plan (CHP) is a self-insured medical plan, providing two plan options to County employees, retirees and eligible dependents. In order to operate the plan, the County contracts with various services providers to support administrative functions to the plan participants.

The County has utilized the services of CVS/Caremark (Caremark) as the prescription benefit manager (PBM) for over 20 years, and has annually benchmarked prescription costs with the overall market, as well as conducted various Requests for Proposals (RFPs) over the years to determine the best available services and pricing structures. The most recent RFP was conducted in 2012 by the County's benefits consultants, The Segal Company, in conjunction with the Joint Labor Management Benefits Committee and CVS/Caremark was selected due to their complete pricing, services and national availability of participating pharmacies.

The proposed rates which are outlined in the attached Summary of CVS Health Pricing Proposal, includes an improved pricing structure and a three year rate guarantee on most fees. Pharmaceutical prices are based upon an Average Wholesale Price (AWP), with a percentage discount that is negotiated. The proposed rates included increased discounts which plan participants will immediately realize. Annual pharmacy claim costs for the two County Health plans make up about 48% of total plan costs, as utilization of more advance medications are taking the place of medical treatment. Projected pharmacy

costs for FY 2014/15 are \$7,967,000 and estimated costs for FY 2015/16 are \$6,380,000, an annual savings of \$1,587,000 due to improved AWP discounts and reduced processing fees. The current rate proposal from CVS has been reviewed by the Joint Labor Management Benefits Committee.

Human Resources staff working with the Joint Labor Management Benefits Committee (JLMBC), is currently conducting a Request for Proposal (RFP) for all medical plan coverages provided to County employees, retirees, and dependents. Results and recommendations from this RFP will be presented later this year for your Board’s consideration, and any medical plan changes will be effective for the 2016/17 plan year.

**Prior Board Actions:**

3/20/2012 – Results of RFP and authorization of agreement with CVS/Caremark for the term 4/1/2012 – 6/30/2015.

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

Provides more affordable health care options to employees, retirees and their families

**Fiscal Summary - FY 15-16**

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 6,380,000		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$ 6,380,000
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 6,380,000</b>	<b>Total Sources</b>	<b>\$ 6,380,000</b>

**Narrative Explanation of Fiscal Impacts (If Required):**

There are no direct savings to the County as all costs associated with the CHP are paid through premiums charged.

**Staffing Impacts**

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

**Narrative Explanation of Staffing Impacts (If Required):**

**Attachments:**

None.

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

Letter of Agreement and Summary of CVS Commercial Pricing Proposal for County of Sonoma



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number:** 30  
(This Section for use by Clerk of the Board Only.)

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

**Board Agenda Date:** June 23, 2015

**Vote Requirement:** Majority

**Department or Agency Name(s):** Human Resources

**Staff Name and Phone Number:**

Jeanne Groen, Benefits Manager 707-565-3525

**Supervisorial District(s):**

All

**Title:** Contract Amendment –Managed Health Network (MHN) Employee Assistance Program

### **Recommended Actions:**

Authorize the Director of Human Resources to execute an amendment to the agreement with Managed Health Network (MHN) to provide employee assistance program (EAP) services to eligible County employees and their family members, at an estimated cost of \$153,600 for the term June 1, 2015 through May 31, 2016.

### **Executive Summary:**

The County has provided Employee Assistance Program (EAP) services to County employees since 1975. Following an extensive Request for Proposal (RFP) conducted in 2006 including labor representatives from the Joint Labor Management Benefits Committee, MHN was selected to provide EAP services to all County employees. Coverage levels are determined by memoranda of understanding with each employee organization and the Salary Resolution.

Three areas of service are provided through this agreement and are included in the contract price:

1) Employee Assistance Services

Services include 24-hour toll-free crisis response, face-to-face clinical counseling sessions, work-life services, telephonic consultations (legal, financial, child care, and elder care), online informational services, and other mental health management resources. The amendment provides an enhanced work-life services and a Wellness Coaching Program at no additional cost.

2) Employee Group Services

EAP group orientation sessions, EAP training workshops (change management, stress management, conflict resolution, communication, personal development, workplace protection), and on-site critical incident stress debriefings.

3) Employer Oriented Services

Services include management coaching consultations and Department of Transportation (DOT) Drug and Alcohol Program consultations.

Services are available to all full and part time employees, as well as represented extra help employees, and their family members. The EAP is a negotiated benefit fully paid by the County with no employee contribution. The agreement provides General employees up to 3 sessions per incident, per family member, per year. Law Enforcement employees are provided up to 6 sessions per incident, per family member, per year. The agreement provides 18 hours of training annually and also provides critical incident de-briefings up to 20 hours of counseling per incident. Additional services are available beyond these limits, charged on an hourly basis.

Utilization of the EAP by County employees and their families has been reported to be higher than the MHN average utilization for other employers, and it is apparent that the services provided through MHN are well accepted by employees and their families. Utilization information is reviewed annually by the Joint Labor Management Benefits Committee, who continues to express strong support for the services provided by MHN. The agreement also requires MHN to meet certain minimum performance levels in the areas of telephone responsiveness, appointment turnaround times, provider availability, and provider ratings. MHN has previously met all performance guarantees and no penalty has ever been incurred.

The recommendation to your Board is to authorize renewal of the agreement with MHN for an additional one year from June 1, 2015 through May 31, 2016 with no increase in the current rate of \$3.12 per employee per month. In assessing the appropriateness of expending this contract, a recent market rate survey was conducted by staff and finds the monthly rate for these services to be very competitive with rates charged for the same services to other public entities. As this is a negotiated benefit, following labor negotiations it is anticipated the Joint Labor Management Benefits Committee will conduct a Request for Proposal for these services.

**Prior Board Actions:**

- 7/25/2006 – Following RFP Process, authorized new agreement with MHN for term 7/1/06 – 6/30/09
- 6/23/2009 – Authorized amendment with MHN for term 7/1/09 – 5/31/10
- 6/01/2010 – Authorized amendment with MHN for term 6/1/10 – 5/31/11
- 5/25/2010 – Authorized amendment with MHN for term 6/1/11 - 5/31/12
- 6/26/2012 - Authorized amendment with MHN for term 6/1/12 - 5/31/13
- 5/21/2013 – Authorized amendment with MHN for term 6/1/2013 - 5/31/2015

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

Employee Assistance services provides an additional healthcare enhancements to County employees

and their families at no cost.

**Fiscal Summary - FY 15-16**

<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$ 153,600	County General Fund	\$
Add Appropriations Req'd.	\$	State/Federal	\$
Less amount under budget	\$	Fees/Other	\$ 153,600
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 153,600</b>	<b>Total Sources</b>	<b>\$ 153,600</b>

**Narrative Explanation of Fiscal Impacts (If Required):**

Annual costs for EAP services are projected to be \$153,600 for FY 2015/16. Costs for this benefit are included in the FY 2015/16 Adopted Budget and are allocated through payroll charges in each departments budgets.

**Staffing Impacts**

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

**Narrative Explanation of Staffing Impacts (If Required):**

**Attachments:**

None.

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

Rate and term amendment to Agreement with MHN for the period 6/1/2015 through 5/31/2016.





## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number:** 31  
(This Section for use by Clerk of the Board Only.)

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

**Board Agenda Date:** June 23, 2015

**Vote Requirement:** Majority

**Department or Agency Name(s):** Human Resources

**Staff Name and Phone Number:**

Jeanne Groen, Benefits Manager 707-565-3525

**Supervisorial District(s):**

All

**Title:** Amendment No. 4 to the Administrative Services Agreement with Anthem Blue Cross for the County Health Plan

### **Recommended Actions:**

Authorize the Director of Human Resources to execute Amendment No. 4 to the Administrative Services Agreement with Anthem Blue Cross for third party claims administration and provider network access for the County of Sonoma Health Plans, for the term June 1, 2015 to May 31, 2016 at an estimated annual cost of \$853,790.

### **Executive Summary:**

The Administrative Services Agreement with Anthem Blue Cross (Anthem BC) provides third party claims administration services for the County Health Plans. Services include processing and payment of medical claims, excess stop loss claims filing services, and 24-hour nurse hotline services. The agreement also provides access to the Anthem BC participating provider network within California, as well as access to the "Blue Card" Program for retired participants outside California through other Blue Cross/Blue Shield affiliates, nationwide.

Anthem BC has provided third party claims administration and other services for the County Health Plan since 2005, and the agreement has been renewed annually. In 2011, Anthem BC introduced an updated Administrative Services Agreement that incorporated changes consistent with requirements of the Patient Protection and Affordable Care Act (ACA). That agreement was approved by your Board on October 18, 2011, and has been renewed annually as Anthem BC will only authorize one year term agreements.

This amendment proposes an increase in the administrative fee of 4% from \$50.04 to \$52.01 per enrollee per month. This fee is only assessed on employees and retirees enrolled in one of the two County Health

Plan options, CHP-PPO and CHP-EPO, and is not affected by the number of dependents an enrollee might have on the plan. This fee includes access to the Prudent Buyer Network, which provides extremely favorable network provider pricing to CHP participants and the County. Administrative fees are paid to Anthem BC from the County Health Plan budget index, funded by County and employee contributions. The 4 % increase in fees is consistent with the current urban Consumer Price Index (CPI) of 4.1% for medical care services, but the true value for these services comes from overall plan cost reductions due to aggressively negotiated network provider discounts. Additionally, there are no other service providers in our region that have as robust of an administrative infrastructure and provider network breadth to provide the level of health care access and cost containment features to County Health Plan participants.

Annual fees for FY 2014/15 are \$887,600 and estimated fees for Fiscal Year 2015/16 under this agreement are estimated to be \$853,796. This estimate is based upon current CHP enrollment which continue to decline. Of the 1,368 CHP participants, 200 are active employees and 1,168 are retirees.

Human Resources staff working with the Joint Labor Management Benefits Committee (JLMBC), is currently conducting a Request for Proposal (RFP) for all medical plan coverages provided to County employees, retirees, and dependents. Results and recommendations from this RFP will be presented later this year for your Board’s consideration, and any medical plan changes will be effective for the 2016/17 plan year.

**Prior Board Actions:**

Since June 2005, your Board has approved annual agreements and amendments with Anthem Blue Cross for third party claims administration and network access for the County Health Plans.

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

Provides alternative health care options to employees, retirees and their families

**Fiscal Summary - FY 15-16**

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 963,000		\$
Add Appropriations Req'd.	\$ (109,204)	State/Federal	\$
Less amount under budget	\$	Fees/Other	\$ 853,796
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 853,796</b>	<b>Total Sources</b>	<b>\$ 853,796</b>

**Narrative Explanation of Fiscal Impacts (If Required):**

Budgeted amounts for FY 2015/16 exceeds estimated expenditures as actual renewal fees and enrollments associated with annual enrollment migration. These services are funded with CHP premiums paid by employer and employee contributions from a combination of funds.

<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
None.			
<b>Attachments:</b>			
None.			
<b>Related Items “On File” with the Clerk of the Board:</b>			
Amendment #4 to the Administrative Services Agreement with Anthem Blue Cross dated June 1, 2015.			



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number:** 32  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors of Sonoma County

**Board Agenda Date:** June 23, 2015

**Vote Requirement:** Majority

**Department or Agency Name(s):** Human Services

**Staff Name and Phone Number:**

Sherry Alderman, 565-8501

**Supervisorial District(s):**

All

**Title:** Child Care Planning Council of Sonoma County – Zip Code Priorities

### **Recommended Actions:**

- 1) Approve the Child Care Funding Priorities by Zip Code, as identified by the Child Care Planning Council of Sonoma County.
- 2) Authorize the Director of the Human Services Department to sign the Department of Education's Local Priorities Report forms on behalf of the Board of Supervisors.

### **Executive Summary:**

#### **Status of Child Care in Sonoma County**

State child care subsidy funding has decreased in Sonoma County from approximately \$22 million in 2002 to \$16.4 million in 2014-2015. Whereas we had been able to serve 30% of eligible children in 2010, with decreased subsidy funding and increased numbers of children from low-income families, as of 2014 we were only able to serve 16%. As "A Portrait of Sonoma County 2014" points out, "only about half of Sonoma County's 3- and 4-year-olds are enrolled in preschool, and among Latinos, the rate falls to 39%." The report states that "Level of education is the single biggest predictor of earnings...in Sonoma County" and its first recommendation in its Agenda for Action is to "Make Universal Preschool a Reality."

#### **Local Priorities Report**

The Department of Education requires local child care planning councils to identify local priorities for new child care funding by Zip Code areas and submit them to the Board of Supervisors and the County Superintendent of Schools for approval, before submitting them to the California Department of Education. These local funding priorities are used by the Department of Education to prioritize funding requests for local child care services, including state funding for preschool programs and for programs providing subsidized child care for low income families.

Local funding priorities are determined using a Department of Education formula that pulls data from

various sources, including the United States Census Report. Data on numbers of eligible children in each zip code area are compared to numbers of children currently being served by state- and federally-funded child care. Based on comparative percentages and numbers of un-served children, zip code areas are then designated as a Priority 1 (top priority zip code area for new child care funding) or Priority 2 (second priority area for additional funds); all remaining zip code areas were designated as Priority 3.

In this year's priority area calculations, there are revisions primarily due to changes in methodology, area demographics and zip code area definitions and were the subject of a public hearing to allow for public comment, held on May 1, 2015. No objections to these new funding priorities were raised during the public hearing, and they were approved by the Child Care Planning Council on May 1, 2015. These new priorities have been reviewed and approved by the Sonoma County Superintendent of Schools. The attached report contains the new priorities by zip code.

Since last year, no existing child care state subsidy contracts have been decreased or eliminated. Three state contractors have received contract increases this year with restoration funding, but they have not yet begun to implement increased services due to facilities delays.

The 2015 Zip Code Priorities Summary is attached, and shows the following changes from last year's priorities:

For California State Preschool Program (CSPP) contract funding, which serves 3-5 year olds, 4 zip code areas moved down one priority level. For General Child Care and Development (CCTR) contract funding, this year the State required separation of priority rankings for Infants/Toddlers and for School Age Children. Because of the greater gap in supply for school age children, this separation resulted in 6 areas moving down for CCTR funding for Infant/Toddlers, and one zip code area moving down for CCTR funding for school age children.

Since we have such significant shortages of subsidy funding for low income children in Sonoma County, all zip codes are identified as priority areas (1, 2 or 3) for funding. These priorities confirm and support the findings of the Portrait of Sonoma, and identify similar areas of need. As the state moves toward reinvestments in early education, it is the intention that these priority areas will serve as guidelines for the California Department of Education in its allocations of contract funding. Additionally, it is hoped that local efforts to identify, develop and blend funding streams can be used to address these gaps and disparities.

#### **Prior Board Actions:**

- April 13, 2010, April 10, 2012, December 10, 2013, and June 10, 2014: Approved the Child Care Planning Council of Sonoma County Advocacy Priorities.
- June 22, 2010, April 10, 2012, June 25, 2013, June 10, 2014: Approved the Sonoma County Child Care Planning Council's Funding Priorities by Zip Code.
- December 14, 2010, April 12, 2011, October 25, 2011, April 10, 2012, November 20, 2012, May 21, 2013, January 14, 2014, and December 2, 2014: Appointed/reappointed members of the Sonoma County Child Care Planning Council and approved by-laws which established term of membership.
- November 20, 2012 and December 10, 2013: Annual Report on the status of child care planning activities in Sonoma County.

<b>Strategic Plan Alignment</b> Goal 1: Safe, Healthy, and Caring Community			
The mission of the Child Care Planning Council of Sonoma County is to convene and inspire the community through collaboration, leadership and advocacy to promote and plan for quality child care and development for the benefit of all children (birth to 18), their families and Sonoma County.			
<b>Fiscal Summary - FY 14-15</b>			
<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 0</b>	<b>Total Sources</b>	<b>\$ 0</b>
<b>Narrative Explanation of Fiscal Impacts (If Required):</b>			
There are no fiscal impacts associated with this action.			
<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
None			
<b>Attachments:</b>			
Local Planning Council County Priorities Report Form 2015 Zip Code Priorities Summary			
<b>Related Items "On File" with the Clerk of the Board:</b>			
None			

**Local Planning Council (LPC) County Priorities Report Form**

**Return To:**

Local Planning Council Consultant  
 Child Development Division  
 1430 N Street, Suite 3410  
 Sacramento, CA 95814

**Due Date: May 30, 2015**

Please complete all the information requested below:

County Name: <b>Sonoma</b>	LPC Coordinator Name and Telephone Number: <b>Carol Simmons, (707) 524-2792</b>
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The LPC hereby certifies that the priorities as indicated below have been prepared and reviewed in accordance with Education Code requirements. Please check off all boxes that apply.

- The priorities submitted to CDD in 2014 are still valid, no change is needed, and spreadsheet(s) are attached for both CCTR and CSPP
- The priorities have been revised for 2015 and spreadsheet(s) are attached for both CCTR and CSPP.
- The LPC used Option 1 to establish priorities **1 and 2, and 3.**
- The LPC used Option 2 to establish priorities 1, 2, and 3.
- The LPC used Option 3 for Priority 3.
- The LPC used Option 4 for Priority 3.

**SIGNATURES\***

County Board of Supervisors Representative	Telephone Number	Date
County Superintendent of Schools Representative	Telephone Number	Date
Local Child Care Planning Council Chairperson	Telephone Number	Date

**Sonoma County Zip Code Priorities**  
**May 2015 - DRAFT**

All County Zip Codes	City	CSPP Priority (California State Preschool Program - 3-5 year-olds)	All County Zip Codes	City	CCTR I/T Priority (California Center-based Program - 0-3 year-olds)	All County Zip Codes	City	CCTR S/A Priority (California Center-based Program - 5-12 year-olds)
94928	Rohnert Park	1	94928	Rohnert Park	1	94515	Calistoga	1
94952	Petaluma	1	94931	Cotati	1	94928	Rohnert Park	1
95401	Santa Rosa	1	94952	Petaluma	1	94931	Cotati	1
95403	Santa Rosa	1	94954	Petaluma	1	94952	Petaluma	1
95404	Santa Rosa	1	95401	Santa Rosa	1	94954	Petaluma	1
95405	Santa Rosa	1	95403	Santa Rosa	1	95401	Santa Rosa	1
95409	Santa Rosa	1	95404	Santa Rosa	1	95403	Santa Rosa	1
95472	Sebastopol	1	95405	Santa Rosa	1	95404	Santa Rosa	1
95476	Sonoma	1	95407	SW Santa Rosa	1	95405	Santa Rosa	1
94954	Petaluma	2 (↓)	95409	Santa Rosa	1	95407	SW Santa Rosa	1
95407	SW Santa Rosa	2 (↓)	95425	Cloverdale	1	95409	Santa Rosa	1
95492	Windsor	2 (↓)	95448	Healdsburg	1	95425	Cloverdale	1
94515	Calistoga	3	95472	Sebastopol	1	95436	Forestville	1
94922	Bodega	3	95476	Sonoma	1	95446	Guerneville	1
94923	Bodega Bay	3	95492	Windsor	1	95448	Healdsburg	1
94926	Rohnert Park	3	94515	Calistoga	2 (↓)	95472	Sebastopol	1
94927	Rohnert Park	3	95436	Forestville	2 (↓)	95476	Sonoma	1
94931	Cotati	3	94922	Bodega	3	95492	Windsor	1
94951	Penngrove	3	94923	Bodega Bay	3	94951	Penngrove	2
94953	Petaluma	3	94926	Rohnert Park	3	95442	Glen Ellen	2
94955	Petaluma	3	94927	Rohnert Park	3	95465	Occidental	2
94972	Valley Ford	3	94953	Petaluma	3	94922	Bodega	3
94975	Petaluma	3	94955	Petaluma	3	94923	Bodega Bay	3
95406	Santa Rosa	3	94972	Valley Ford	3	94926	Rohnert Park	3
95412	Annapolis	3	94975	Petaluma	3	94927	Rohnert Park	3
95419	Camp Meeker	3	95406	Santa Rosa	3	94953	Petaluma	3
95421	Cazadero	3	95412	Annapolis	3	94955	Petaluma	3
95430	Duncans Mills	3	95419	Camp Meeker	3	94972	Valley Ford	3
95431	Eldridge	3	95421	Cazadero	3	94975	Petaluma	3
95433	El Verano	3	95430	Duncans Mills	3	95406	Santa Rosa	3
95436	Forestville	3	95431	Eldridge	3	95412	Annapolis	3
95439	Fulton	3	95433	El Verano	3	95419	Camp Meeker	3
95441	Geyserville	3	95439	Fulton	3	95421	Cazadero	3
95442	Glen Ellen	3	95444	Graton	3	95430	Duncans Mills	3
95444	Graton	3	95450	Jenner	3	95431	Eldridge	3
95446	Guerneville	3	95452	Kenwood	3	95433	El Verano	3
95448	Healdsburg	3	95462	Monte Rio	3	95439	Fulton	3
95450	Jenner	3	95471	Rio Nido	3	95444	Graton	3
95452	Kenwood	3	95480	Stewart's Point	3	95450	Jenner	3
95462	Monte Rio	3	95497	The Sea Ranch	3	95452	Kenwood	3
95465	Occidental	3	94951	Penngrove	3 (↓)	95462	Monte Rio	3
95471	Rio Nido	3	95441	Geyserville	3 (↓)	95471	Rio Nido	3
95480	Stewart's Point	3	95442	Glen Ellen	3 (↓)	95480	Stewart's Point	3
95497	The Sea Ranch	3	95465	Occidental	3 (↓)	95497	The Sea Ranch	3
95425	Cloverdale	3 (↓)	95446	Guerneville	3 (↓↓)	95441	Geyserville	3 (↓)
95402	Santa Rosa	N/A	95402	Santa Rosa	N/A	95402	Santa Rosa	N/A
95408	Santa Rosa	N/A	95408	Santa Rosa	N/A	95408	Santa Rosa	N/A
95416	Boyes Hot Springs	N/A	95416	Boyes Hot Springs	N/A	95416	Boyes Hot Springs	N/A
95473	Sebastopol	N/A	95473	Sebastopol	N/A	95473	Sebastopol	N/A
95486	Villa Grande	N/A	95486	Villa Grande	N/A	95486	Villa Grande	N/A

N/A = PO Boxes

\* change since last year (↓) or (↑). (↓↓) = down 2 levels

Note - this is the first year that CCTR has been divided into Infant/Toddler and School Age, therefore, most of the changes in those columns are due to this separation.





## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number:** 33  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** June 23, 2015

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Dean Parsons 565-1948

**Supervisorial District(s):**

County-wide

**Title:** Planning Consultant Contract

### **Recommended Actions:**

Authorize the Director of the Permit and Resource Management Department to execute an agreement with Land Logistics Planning & Development Services to provide assistance in processing planning applications, for a not-to-exceed amount of \$175,000, for a two year term beginning June 23, 2015 and ending June 22, 2017.

### **Executive Summary:**

#### BACKGROUND

The Project Review Division typically processes planning applications submitted to the Permit and Resource Management Department. This division has seen a 53% increase in planning applications since April, 2014. A one-year extra help position provides assistance in processing a part of this additional workload by working on lower level administrative review applications. However, part of the increased workload also includes more complex application types such as winery use permits and telecommunication projects that require preparation of detailed environmental review documents such as Mitigated Negative Declarations and Environmental Impact Reports. Historically, work of this nature is completed by our most experienced Planner III's but due to a significant increase in the number of planning applications during the last twelve month period we have a higher number of planning applications requiring time consuming management of Environmental Impact Reports (EIR) preparation and project management.

We do not currently have the capacity to manage this increase in complex projects in a timely manner. Additionally, we lost part of our workload capacity when a Planner III was recently promoted to Planning Supervisor, requiring her to focus significant amounts of her time on supervisorial duties. For this reason her workload capacity is diminished, necessitating the reassignment of some planning applications.

We have legal obligations to process applications in a timely manner, and without a contractor to assist

us we are currently unable to meet those obligations. Hiring a qualified planning consultant will allow us to process these complex applications in a timely manner. In order to meet these obligations, we anticipate the need to have a two year contract in place since preparation of a draft environmental impact report can take up to a year to prepare. A planning consultant can quickly begin processing complex projects once under contract, reducing processing timelines while better managing workloads.

**SELECTION PROCESS**

PRMD conducted a Request for Qualifications to identify a pool of qualified firms to provide planning services for a variety of work, including long range and current planning efforts. All of the ten firms submitting Statements of Qualifications were qualified to perform some level of planning services but only two were qualified to process planning applications. PRMD staff evaluated and ranked submissions based on their responses to the following criteria: 1) experience; 2) professional qualifications; 3) completeness of response; 4) effective processes for work tasks; 5) response timeliness; and 6) local preference.

The Land Logistics team includes two experienced planning professionals that have extensive experience working in other jurisdictions processing a wide variety of planning application types, including: Coastal Development Permits, winery Use Permits, and General Plan Amendments/Zone changes. They have also managed the preparation of Environmental Impact Reports and will represent staff at public hearings.

The estimated need for these services over a two-year term with the one-year option for a time extension will not exceed \$175,000. All consultant work will be At Cost and passed through to the applicant consistent with PRMD’s At Cost Policy. The agreement for contract services has no minimum amount of work guaranteed to the firm.

**Prior Board Actions:**

None.

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

Timely and thorough processing of planning applications ensures that the entitlement process meets mandated timelines while providing high quality projects that comply with State environmental requirements. A thorough review of planning applications ensures that all potential project impacts have been identified and that the suitability of development projects can be accurately assessed with the safety and well-being of the community in mind.

<b>Fiscal Summary - FY 14-15</b>			
<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$ 175,000		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$ 175,000
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 175,000</b>	<b>Total Sources</b>	<b>\$ 175,000</b>
<b>Narrative Explanation of Fiscal Impacts (If Required):</b>			
<p>The estimated need for these services will not exceed \$175,000 over the two-year term of the contract. While PRMD contracts for these services, they are reimbursed by the applicant at no cost to the County. Anticipated expenditure for FY 15-16 is \$90,000  Anticipated expenditure for FY 16-17 is \$85,000  There are adequate appropriations for this contract included in the proposed two year budget for FY15-17.</p>			
<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
None.			
<b>Attachments:</b>			
None.			
<b>Related Items "On File" with the Clerk of the Board:</b>			
Contract with exhibits for Land Logistics Planning & Development Services			



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number:** 34  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** June 23, 2015

**Vote Requirement:** Majority

**Department or Agency Name(s):**

**Staff Name and Phone Number:**

Sandi Potter 565-8351

**Supervisorial District(s):**

Fifth

**Title:** Coastal Planning Services Contracts

### **Recommended Actions:**

Authorize the Director of the Permit and Resource Management Department to execute an agreement with Environmental Science Associates, to provide coastal planning services in support of the Local Coastal Plan Update in the amount of \$100,000 with a two year term.

### **Executive Summary:**

#### BACKGROUND

The Permit and Resource Management Department (PRMD) is in the process of updating the Local Coastal Plan (LCP), which serves as land use policy document for the Coastal Zone. This particular update is focused on sea level rise, water quality, geologic hazards, biotic resources, and public access.

PRMD is working on an aggressive schedule and has scheduled public workshops in July and August, with adoption by the end of the year. Unfortunately, our Comprehensive Planning Division requires additional support caused by an extended leave of key staff and an overall lack of expertise. Existing staff do not possess the in-depth knowledge of the California Coastal Act and the Coastal Commission process. There is inadequate time to provide the necessary training to build the in-house capability.

#### SELECTION PROCESS

PRMD conducted a Request for Qualifications (RFQ), according to County procedures, to identify a pool of qualified firms to provide planning services. Eight firms submitted Statements of Qualifications and Environmental Science Associates (ESA) was interviewed and selected. ESA was the only firm with Coastal project experience and has worked on LCP development and approval processes in several other jurisdictions, including Marin County.

The proposed agreement is for a two year time period for an amount not to exceed \$100,000.

<b>Prior Board Actions:</b>			
1980 Local Coastal Plan Approval, as amended			
<b>Strategic Plan Alignment</b> Goal 1: Safe, Healthy, and Caring Community			
The Local Coastal Plan Update will apply adopted General Plan policies to the Coastal Zone will include significant updates in polices related to sea level rise, water quality, geologic hazards, biotic resources, and public access. This update ensures we are in compliance with the California Coastal Act.			
<b>Fiscal Summary - FY 14-15</b>			
<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$            100,000		\$
Add Appropriations Req'd.	\$	State/Federal	\$            15,000
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$	Salary Savings	\$            85,000
<b>Total Expenditure</b>	<b>\$            100,000</b>	<b>Total Sources</b>	<b>\$            100,000</b>
<b>Narrative Explanation of Fiscal Impacts (If Required):</b>			
The LCP update services (\$85,000) will be paid for through FY14-15 and FY 15-16 salary savings. The agreement includes \$15,000 for sea level rise adaptation research that will be paid for through an existing grant award from the California Ocean Protection Council.			
<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
None.			
<b>Attachments:</b>			
None.			
<b>Related Items "On File" with the Clerk of the Board:</b>			
Professional Service Agreement with Environmental Science Associates including exhibits A through C			



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number:** 35  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** June 23, 2015

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Denise Peter 565-7385

**Supervisorial District(s):**

Countywide

**Title:** Contract for technical assistance on the Development Code.

### **Recommended Actions:**

Authorize the Director of Permit and Resource Management Department to execute agreements with Ben Noble to provide technical assistance on the Integrated Development Code for a not-to-exceed amount of \$145,350, for a two year term beginning June 23, 2015.

### **Executive Summary:**

#### BACKGROUND

The updated Development Code will implement General Plan 2020 and will consolidate and streamline the County's development regulations. The Code will ultimately include the County's Zoning Ordinance, CEQA Ordinance, Subdivision Ordinance, Coastal Zoning Ordinance, and Resource Management Ordinances. The first element of the Development Code currently underway is the revision and update of the Zoning Ordinance. Subsequent elements will be incorporated into the next Comprehensive Planning Division work program, and are not yet scheduled with a specific year for initiation.

In 2009, the County contracted with Jacobson & Wack to complete work on the Development Code after the original consultant passed away. Unfortunately, for medical reasons, the second consultant is unable to continue work and the contract will not be renewed. The remaining \$145,350 remaining in that contract will be carried over to the new consultant contract.

A nearly complete administrative draft Zoning Ordinance has been produced, and staff finds that it is critical to continue to have the services of a professional code consultant to assist with the finalization of the administrative draft, and the production of a public hearing draft and assisting with the public hearing process. The new consultant contract includes a timeline of 15 months which includes completion of the administrative draft and public hearing drafts, preparation for and attendance at public meetings, and production of the final Zoning Ordinance after Board adoption.

Staff sent out a Request for Qualifications for planning services including the preparation of Zoning Ordinances, then evaluated qualifications and conducted interviews to identify a pool of qualified firms to provide planning services. Ben Noble was selected as the most qualified to meet the needs of the project.

Ben Noble is a sole proprietor firm with over a decade of experience preparing zoning codes, general plans, and other planning document for communities in California. His experience in Development Code work includes: Butte County, Capitola, San Bruno, Madera, Tracy, San Luis Obispo County (Infill Design Standards), and Moraga (Hillsides and Ridgelines Regulations). His experience also includes providing contract planning services requiring a full planning skill set including the preparation of community outreach programs, public presentations, General Plan amendments, Ordinance amendments, design guidelines, development review, and staff reports.

A cost proposal for completion and adoption of the Zoning Ordinance is provided in the attached Professional Services Agreement, with separate cost estimates for updates to the CEQA and Subdivision Ordinances which have not been initiated yet. The proposed costs for these services over a two year term will not exceed \$145,350 for completion of the Zoning Ordinance. The request includes authorization to approve additional services not to exceed \$25,000 and to extend the agreement for one year, if needed.

**RECOMMENDATION**

Staff recommends the Board authorize the Director of Permit and Resource Management Department to sign a professional services agreement with Ben Nobel to provide technical assistance on completion of the Zoning Ordinance and assistance with the public hearing process. The remaining amount of money in the prior contract with Jacobson & Wack is \$145,350 which would be used for this new contract to complete the zoning ordinance.

**Prior Board Actions:**

- Approved original contract with Jonathon Wittwer in 2000 as Prime Consultant.
- Approved contract with Crawford, Multari & Clark Associates (CMCA) as Prime Consultant in June, 2004.
- Amended contract with CMCA in June 2006 for an additional two years.
- Approved contract with Jacobson & Wack as Prime Consultant in 2009.
- Amended contract with Jacobson & Wack for an additional two years in 2011.
- Amended contract with Jacobson & Wack for an additional two years in 2013.

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

Community development and planning promote improved health, safety and quality of life.

**Fiscal Summary - FY 14-15**

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

**Narrative Explanation of Fiscal Impacts (If Required):**

No fiscal impact will occur, as the original contract amount will not change. There is a remaining balance of \$145,350. The new agreement carries forward the remaining balance to June 30, 2017.

**Staffing Impacts**

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

**Narrative Explanation of Staffing Impacts (If Required):**

None.

**Attachments:**

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

Professional Services Agreement with Ben Noble including exhibits A through D





## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number:** 36  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors of Sonoma County

**Board Agenda Date:** June 23, 2015

**Vote Requirement:** Majority

**Department or Agency Name(s):** Probation

**Staff Name and Phone Number:**

Christine Williams, 565-2145

**Supervisorial District(s):**

Countywide

**Title:** Volunteer Center Court Referral Program Agreement

### **Recommended Actions:**

Authorize the Chief Probation Officer to execute an agreement with the Volunteer Center for court referral program services for the period of July 1, 2015 through June 30, 2016, not to exceed the amount of \$168,200.

### **Executive Summary:**

The Probation Department is requesting the Board approve the agreement for the Volunteer Center-Court Referral Program in the amount of \$168,200 for FY 15-16. The agreement also provides for two additional one-year extension periods, at the discretion of the County for the same annual not to exceed amount.

The Volunteer Center of Sonoma County administers the Adult and Juvenile Court Referral Program, which offers a sentencing option alternative to detention, in the form of community service work for adults and juveniles referred from Sonoma County criminal, traffic and civil courts. This option is used for offenders who cannot afford to pay a court imposed fine, for whom a fine or jail appears inappropriate, or where community service work is a mandated condition of sentence or diversion.

The Volunteer Center agreement saves the Court, Jails, and Probation staff significant time and resources. The agreement includes clearly articulated quality assurance processes and outcome reporting measures, consistent with Probation's efforts to include these in all professional services agreements. If the Volunteer Center was not available, the Court would be forced to refer clients to the Probation Department or to detention facilities, or to no consequences at all, thus creating significant stress on the criminal justice system.

In FY 15-16, the Volunteer Center anticipates receiving 6,000 referrals to the program, 5,000 of whom will be interviewed and assigned by the courts to perform community services. Approximately 80% of clients interviewed are expected to complete all of their assigned hours of work, resulting in approximately 160,000 annual hours of skilled and unskilled labor in community agencies (assumes an

average of 35 hours of work completed per client), with an estimated minimum value of \$1,600,000 (valued at \$10 per hour).

The Volunteer Center evaluates effectiveness of the Court Referral program through data collection. The following are highlights on outcome measures in the Center's 2013-2014 End of Year Report:

**Skill Building:** 99% of juvenile clients surveyed reported increased knowledge in one or more areas of skill building:

- 77% increased professional development skills, for example time-management, multi-tasking, prioritizing work, taking initiative
- 80% increased in social skills, such as good customer service and listening intently

**Relationships and Connections:** 95% of juvenile probation clients reported a new relationship or connection with their placement organization

- 58% plan to continue to volunteer for the same organization
- 75% plan to stay connected to the organization because of services offered there or for relationships with staff member(s)

**Community Engagement:** 99% of juvenile probation clients surveyed reported having a new understanding of the impact they can have in their community.

- 98% believed they made a positive impact in the community or organization
- 86% would consider volunteering at non-profit organizations in the future

For FY 15-16, the Volunteer Center proposes an annual contract amount of \$168,200, 9.8% higher than the FY 14-15 amount of \$153,200. This is the first increase in over six years. The funding amount was held at \$153,200 for 5 out of 6 years, and in FY 10-11 the Volunteer Center agreed to a reduced amount of \$137,880 during the County's fiscal difficulties. This increase primarily reflects costs associated with staff support for the program. The Volunteer Center has agreed to the not to exceed amount for each of the potential three year terms of the agreement.

**Prior Board Actions:**

Annually since 04/10/07 - Approved Volunteer Center – Court Referral Program Contract

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

The Volunteer Center expands the sentencing options for the Courts, decreasing the need to depend on other alternatives, such as fines or incarceration. Assignment to unpaid work in community agencies gives the Courts a restorative sentencing sanction that is both punitive to the offender and beneficial to the community.

**Fiscal Summary - FY 15-16**

<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$ 168,200	County General Fund	\$ 168,200
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 168,200</b>	<b>Total Sources</b>	<b>\$ 168,200</b>

**Narrative Explanation of Fiscal Impacts (If Required):**

Expenses associated with this contract are included in the FY 15-16 recommended budget.

**Staffing Impacts**

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

**Narrative Explanation of Staffing Impacts (If Required):**

None

**Attachments:**

None

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

Volunteer Center Court Referral Program Agreement



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number:** 37  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** June 23, 2015

**Vote Requirement:** Majority

**Department or Agency Name(s):** Probation Department

**Staff Name and Phone Number:**

Sheralynn Freitas 565-3192

**Supervisorial District(s):**

Countywide

**Title:** Boys and Girls Club of Central Sonoma County Professional Services Agreement

### **Recommended Actions:**

Authorize the Chief Probation Officer to enter a professional services agreement with the Boys and Girls Club of Central Sonoma County in an amount not to exceed \$40,000 to fund The Club in the Juvenile Hall and the REACH Program (re-entry services in the community) from June 23, 2015 through October 31, 2015.

### **Executive Summary:**

The Probation Department requests Board approval to execute a professional services agreement with the Boys and Girls Club of Central Sonoma County to provide gap funding in order to maintain services for The Club at Juvenile Hall, and for REACH, the community-based Juvenile Re-Entry Program. The Club in Juvenile Hall was started in November 2011, with the Re-Entry component added in January of 2013. These services have historically been funded through the City of Santa Rosa's Measure O grants and private funding from the Boys and Girls Club of Central Sonoma County. These programs have been highlighted for County recognition, receiving both National Association of Counties (NACO) and a California State Association of Counties (CSAC) awards.

The Club was set up in a converted detention unit and was built on core tenets that include making participation a privilege and therefore a compelling incentive for positive behavior. The Club's daily curriculum focuses on themes including Character and Leadership Development, Health and Life Skills, and Academic Success/Career Development. These services address the primary risk factors for the detention population. The program is incentive based which has had a positive impact on youth behavior in the facility. Each housing unit has the opportunity to participate in the program twice weekly, with approximately 260 youth served on an annual basis.

A second phase of the program, titled REACH, (Re-entering our community to Establish Academic & career success, Character & Healthy lifestyles), provides case-management for youth released from the Juvenile Hall. The focus of this program is to build on the relationships formed in The Club to provide

connections and assist at-risk youth with their reintegration back into the community. Club caseworkers serve as mentors to the youth and assist them with school enrollment, tutoring, and employment assistance. Approximately 90 youth are served annually in this program.

The City of Santa Rosa has elected to change the Measure O grant cycle from fiscal year to a schedule that better accommodates the school year. As a result, Requests for Qualifications will be released sometime in the summer, with funding allocated in the fall. As such, both The Club and the REACH program will not have funding available during the three month period the City of Santa Rosa releases their RFP and finalizes the grant recipients. Without gap funding, the programs would be forced to close. The Probation Department requests approval to enter into a professional services agreement in order to continue these programs that have been built and sustained for several years. The Department will continue to work with the Boys and Girls Club of Central Sonoma County, the City of Santa Rosa, and the County Administrator’s Office to identify long term funding sources for these effective programs.

**Prior Board Actions:**

10/22/13: Accept presentation on California State Association of Counties 2013 Challenge Award for the The Club and Reach Programs

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

**Fiscal Summary - FY 14-15**

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 40,000	County General Fund	\$ 40,000
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$</b>	<b>Total Sources</b>	<b>\$</b>

**Narrative Explanation of Fiscal Impacts (If Required):**

If approved, the Probation Department will fund these programs using existing resources.

**Staffing Impacts**

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

<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
N/A			
<b>Attachments:</b>			
None.			
<b>Related Items "On File" with the Clerk of the Board:</b>			
Boys and Girls Club Professional Agreement			



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number:** 38  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** June 23, 2015

**Vote Requirement:** Majority

**Department or Agency Name(s):** Regional Parks

**Staff Name and Phone Number:**

Scott Wilkinson, 565-2734

**Supervisorial District(s):**

5

**Title:** Moorland Neighborhood Park Master Plan Project – Award Consultant Services contract

### **Recommended Actions:**

Authorize the Regional Parks Director to enter into a Professional Services Agreement with Royston, Hanamoto, Alley & Abey (RHAA) to develop the Moorland Neighborhood Park Master Plan and Environmental Document in an amount not to exceed \$178,161.

### **Executive Summary:**

Regional Parks is seeking to enter into a professional services agreement with Royston, Hanamoto, Alley & Abey (RHAA) to work with the community to develop the Moorland Neighborhood Park Master Plan, and complete the required CEQA documentation for the project. The scope of services outlined by RHAA and their team describes a community engagement strategy that applies a variety of participatory design methods to establish a shared vision for the new neighborhood park on the 4-acre site. Completion of the Master Plan and CEQA document are the first steps toward developing the park as a centrally located community gathering space, providing opportunities for area residents to socialize and engage in a variety of activities to benefit the physical and emotional well-being of the neighborhood.

The County of Sonoma and the City of Santa Rosa have long identified the development of a park in the unincorporated Moorland neighborhood as a priority. The creation of this park is eagerly awaited by area residents, and it is anticipated that the community will be very active in the design and planning process. The County acquired the 4.22 acre park site comprised of two separate assessor parcels located in the Moorland neighborhood immediately south of the Santa Rosa city limits in unincorporated Sonoma County. The first assessor parcel is a 1.04 acre property at 3399 Moorland Avenue. The second is a 3.18 acre undeveloped property across the street at the corner of Horizon Way and West Robles and bound to the west by the planned Sonoma Marin Area Rapid Transit (SMART) line and adjacent multi-use trail. Given its location between Highway 101 and the surrounding light industrial and commercial uses, the Moorland neighborhood is physically isolated from other areas and has limited pedestrian and bicycle access to parks, schools, and other services.

Initiating the community engagement process for the park design is the most immediate task for the selected consultant. The process should focus on determining community needs and reviewing and prioritizing ideas to establish the vision and program for the park. Preliminary stakeholder ideas for park elements include but should not be limited to: field(s) for informal and organized play (including but not limited to soccer), a gathering place for large groups, music and neighborhood events, a playground area(s) for kids, a community garden, a memorial for Andy Lopez, natural areas, and possibly a community/youth center. The process will need to address and balance the sometimes disparate programmatic needs of diverse and engaged stakeholders, including neighborhood residents, community groups, and local businesses. As the Moorland neighborhood has a large Spanish-speaking population, outreach will need to be conducted in both Spanish and English as appropriate.

After a final program for the park is established, the subsequent tasks will focus on developing a comprehensive Master Plan. This will involve creatively organizing the various park elements across the two parcels in a functional and cohesive manner. The final Master Plan shall contain sufficient detail and development to clearly describe the design intent and limit ambiguity going forward in the design development and construction document phases. The Master Plan shall also include a cost estimate for development, and a preliminary phasing strategy based on community priorities and available funding. It is anticipated that the Design Development phases and Construction Document phases would begin as soon as possible following the adoption of the Master Plan.

#### Desired Goals for the Master Plan Project

- Create and facilitate an inclusive community-based planning process to establish a shared vision for the park as a source of community healing.
- Envision and design a special outdoor environment and hub for the community to gather, socialize and engage in a variety of activities to benefit the physical and emotional well-being of the neighborhood residents.
- Encourage a sense of ownership and stewardship of the park to foster an ongoing source of pride for the community and a safe well-loved place to be.
- Explore partnerships in support of creative park facility and programming initiatives to improve recreational opportunities, health outcomes, and access to nature.
- Facilitate a high level of accessibility between the park and the neighborhood for pedestrians, bicycles, and families with young children, seniors, and those with limited mobility.
- Integrate sustainable design solutions and opportunities for park users to connect with the natural environment.

#### Schedule

Regional Parks anticipates beginning community engagement in July and will bring a status report on the community design process to the Board in early Fall. The target for bringing a completed Master Plan and environmental document to the Board for approval is early December 2015. Design and Engineering Plans would then be completed, and construction begun in Spring/summer 2016.



R.F.P. Process and Cost

Regional Parks issued a request for proposals (RFP) through the Purchasing Department’s EFS portal system, and notified consultants and individuals of the RFP availability. A pre-proposal meeting was held on-site on May 21<sup>st</sup> and was attended by over 18 prospective consultants. Ten (10) well-qualified Consultant teams submitted proposals ranging in cost from \$128,000to \$290,000. The proposals were evaluated and the top four (4) teams interviewed by a committee comprised of representatives of the Regional Parks Department, Supervisor Carrillo’s office, and the Sonoma County Community Development Commission.

Based on this process The Regional Parks Director recommends that the Board authorize the Regional Parks Director to enter into a Professional Services Agreement with RHAA to work with the community to develop the Moorland Neighborhood Park Master Plan and complete the required CEQA documentation for the project in an amount not to exceed \$178,161.

**Prior Board Actions:**

December 9, 2014, Board adopted a resolution authorizing execution of a State Standard Agreement for Housing-Related Parks Program Grant for Moorland Neighborhood Park. October 21, 2014 Board authorized the sale of properties located in Moorland by Reso. No. 14--0425. October 14, 2014, Board accepted the recommendations for Moorland Neighborhood Park in the SCAPOSD Matching Grant Program. April 8, 2014, Board Authorized the Director of Regional Parks to apply for the Agricultural Preservation and Open Space District’s Matching Grant Program for Moorland Neighborhood Park. January 14, 2014, Board accepted report on progress creating a Moorland Avenue Neighborhood Park and authorized application for Housing Related Parks Grant towards acquisition and development. December 5, 2013 Board directed Regional Parks and the Agricultural Preservation and Open Space District to create a plan for a park in the Moorland neighborhood.

**Strategic Plan Alignment**      Goal 2: Economic and Environmental Stewardship

The approval of Moorland Park Master Plan Consultant Services contract will allow the process of planning and developing the park for the community. This project is consistent with Goal 2 because of the following reasons: invest in local jobs, protects open space, preserves agricultural resources and maintains link to County’s heritage, promotes health and recreation, and supports biodiversity.

**Fiscal Summary - FY 14-15**

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 178,161.00	County General Fund	\$
Add Appropriations Req'd.	\$	State/Federal	\$ 178,161.00
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 178,161.00</b>	<b>Total Sources</b>	<b>\$ 178,161.00</b>

<b>Narrative Explanation of Fiscal Impacts (If Required):</b>			
<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
None.			
<b>Attachments:</b>			
DRAFT Professional Services agreement with RHAA.			
<b>Related Items “On File” with the Clerk of the Board:</b>			
Professional Services Agreement with RHAA, five (5) copies.			



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number:** 39  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** June 23, 2015

**Vote Requirement:** 4/5

**Department or Agency Name(s):** Sheriff's Office

**Staff Name and Phone Number:**

Analyst Lynnae Mann (707) 565-2872

**Supervisorial District(s):**

All

**Title:** Amendment to Agreement for Automated Inventory Tracking System

### **Recommended Actions:**

Authorize the Sheriff to execute Amendment No. 2 of the Agreement for Automated Inventory Tracking System with FileOnQ, Inc., for the annual amount of \$5,739 for the term from July 1, 2015 through June 30, 2016 for a new total not to exceed agreement of \$28,695.

### **Executive Summary:**

This item requests that your Board authorize the Sheriff to execute Amendment No. 2 of the Agreement for Automated Inventory Tracking System with FileOnQ, Inc., for a total contract amount not to exceed \$28,695 for the term from July 1, 2015 through June 30, 2016; Amendment No. 2 represents the second and final option to extend the Agreement.

**Background** The Sheriff's Central Information Bureau (CIB) is responsible for maintaining the chain of custody for all evidence, property taken for safekeeping, and found property. Property/Evidence staff return or dispose of items once a case is adjudicated or the statute of limitations has expired. The Sheriff's CIB has relied upon an automated property/evidence inventory tracking system since 2008.

A Request for Proposal (RFP) was issued in February 2008 to solicit proposals for an automated inventory tracking system. Six proposals were submitted and FileOnQ, Inc. was unanimously selected by the evaluation committee based on their ability to meet the needs of Sheriff's CIB. An Agreement for Automated Inventory Tracking System with FileOnQ, Inc. was approved by your Board on April 8, 2008, for software purchase, installation, and EvidenceOnQ ongoing maintenance for the term from April 8, 2008 through April 7, 2011. A second Agreement was executed for the term from April 8, 2011 through June 30, 2014. For the term July 1, 2014 through June 30, 2015, the Sheriff exercised the first of the two, one-year options to extend the Agreement. Over the course of the year, the Sheriff's Office will evaluate options in the County's best interest on whether to continue with FileOnQ or go out to bid for procurement of a new system.

The Sheriff's Office has been satisfied with FileOnQ's software and software support for the past eight years. FileOnQ's automated system provides the following:

- Unalterable chain of custody reports,
- Ability to track an item by type, location, movement (i.e. within the Office or out to court),
- Ability to track destruction or release back to owner, and
- System alerts to staff if an item is missing from its designated location, which reduces the chance that evidence is misplaced.

**Fiscal Impact** The annual payment for these services is \$5,739. The Sheriff is requesting Board approval to execute Amendment No. 2 because total payments for the three year Agreement, Amendment No. 1 and Amendment No. 2 will exceed \$25,000. If Amendment No. 2 is approved, the total payments made on the Agreement will be \$28,695. The term of the Amendment No. 2 is from July 1, 2015 through June 30, 2016. Funding for this Agreement is included in the Sheriff's Office FY 15-16 recommended budgeted.

**Prior Board Actions:**

4/8/08 – Board approved Agreement for Automated Inventory Tracking System

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

Continuing with the FileOnQ automated inventory management system to track and maintain Property/Evidence items will promote workplace efficiencies, minimize the risk of items of evidence from being mishandled or misplaced, minimize the County's exposure to increased liability, and ensure reliable service to the community.

**Fiscal Summary - FY 15-16**

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 5,739	County General Fund	\$ 5,739
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 5,739</b>	<b>Total Sources</b>	<b>\$ 5,739</b>

**Narrative Explanation of Fiscal Impacts (If Required):**

Funding for this Agreement is included in the Sheriff's Office FY 15-16 recommended budgeted.

<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
<b>Related Items “On File” with the Clerk of the Board:</b>			
Agreement for Automated Tracking Services 2011-2014 Amendment No. 1 to Agreement for Automated Inventory Tracking System with FileOnQ Amendment No. 2 to Agreement for Automated Inventory Tracking System with FileOnQ			



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number:** 40  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** June 23, 2015

**Vote Requirement:** Majority

**Department or Agency Name(s):** Sheriff's Office

**Staff Name and Phone Number:**

Julie Bertoli, 565-1469, Captain John Naiman 565-1604

**Supervisorial District(s):**

ALL

**Title:** Agreement for Acute Inpatient Mental Health Services for Inmates

### **Recommended Actions:**

Authorize the Chair to execute an Agreement with the County of Santa Clara for Acute Inpatient Mental Health Services for Inmates, for the period of July 1, 2015 through June 30, 2016, for an amount not to exceed \$500,000, and to authorize the Sheriff to sign any future amendments and modifications to the Agreement that do not substantially change the content thereof, upon approval of County Counsel.

### **Executive Summary:**

This item requests that the Board authorize the Chair to execute an agreement with the County of Santa Clara to provide acute inpatient mental health services for inmates.

### Background

The County of Sonoma provides mental health care and programs for inmates within its detention facilities. However, the current mental health program is unable to provide certain types of rarely needed services involving inmates with extreme state of psychiatric crisis, extremely ill, or gravely ill inmates. This creates an occasional need for inpatient mental health treatment in an adequately secured hospital setting. These services are not currently available within the County. Prior to 2007, these extreme cases were treated at the Norton Center (formally known as Oakcrest) until that inpatient hospital closed. After the Norton Center closure, inmates requiring these special services were transported under emergency conditions to various hospitals for inpatient treatment (at great expense to the County) because the County lacked access to an appropriate inpatient hospital. This resulted in a need for the County to find an outside provider for these services. Since 2010, Sonoma County has been in contract with the County of Santa Clara to provide inmate psychiatric inpatient services and the Sheriff's Office has been satisfied with their acute inpatient mental health and related services.

Request

The Sheriff’s Office is requesting that the Board approve the Agreement with the County of Santa Clara for a term of one (1) year, and allow the Sheriff to exercise options to extend the Agreement for an additional four (4) one-year terms for a total of five (5) years. The agreement will allow the Sheriff’s Office to provide secure housing and treatment of inmates with certain acute psychiatric conditions who are extremely dangerous to themselves and others when they do not qualify for treatment under the mental health programs inside the County’s detention facilities.

Funding

Funding for this Agreement is included in the Sheriff’s annual budget. The fiscal year 15-16 inpatient mental health services budget assumes \$55,315 will be sufficient to cover any services provided under this Agreement. This amount is based on two events that occurred in 2008 and 2013, as there is no other way to predict the frequency or duration of these events. The Agreement has a not to exceed amount of \$500,000 during the five year period to provide for any necessary services that may potentially be needed. Sheriff staff work closely with Santa Clara staff to ensure all cost control measures are implemented where possible during each event that occurs under this Agreement. If the acute psychiatric inpatient services provided under this Agreement exceed the Sheriff’s Office will consult the County Administrator and address it at that time.

**Prior Board Actions:**

January 2014 – The Board approved an Amendment to the Original Agreement for Acute Inpatient Mental Health Services for Inmates with the County of Santa Clara, term July 1, 2013 through June 30, 2015.  
June 2010 – June 2013 - The Board has approved annual Agreements for Acute Inpatient Mental Health Services for Inmates with the County of Santa Clara.

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

This Agreement directly achieves a safe, healthy, and caring community by providing critical inmate mental health services mandated by State and Federal law.

**Fiscal Summary - FY 15-16**

<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$ 55,315	County General Fund	\$ 55,315
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 55,315</b>	<b>Total Sources</b>	<b>\$ 55,315</b>

**Narrative Explanation of Fiscal Impacts (If Required):**

This Agreement has a not to exceed amount of \$500,000 during the five year period to provide for any necessary coverage that may potentially be needed. If the acute psychiatric inpatient services provided under this Agreement exceed the Sheriff's budgeted amount during any given year, the Sheriff's Office will consult the County Administrator and address it at that time.

**Staffing Impacts**

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

**Narrative Explanation of Staffing Impacts (If Required):**

**Attachments:**

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

Agreement with the County of Santa Clara for Acute Inpatient Mental Health Services for Inmates, for a term of July 1, 2015 through June 20, 2020, for a total cost of \$500,000.





## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number:** 41  
(This Section for use by Clerk of the Board Only.)

**To:** The Board of Supervisors of Sonoma County

**Board Agenda Date:** June 23, 2015

**Vote Requirement:** Majority

**Department or Agency Name(s):** Sheriff's Office

**Staff Name and Phone Number:**

Julie Bertoli 565-1469

**Supervisorial District(s):**

All

**Title:** Detention Food Service Contract Amendment

### **Recommended Actions:**

Authorize the Sheriff to execute a fifth amendment to the agreement with Aramark Correctional Services, LLC, for food management services, extending the existing agreement for three additional months, from July 1, 2015 through September 30, 2015, for an estimated cost of \$484,075.

### **Executive Summary:**

The Sheriff's Office utilizes a food service vendor, Aramark, to manage the provision of inmate meal services in the adult detention facilities. The Sheriff is requesting the Board approve an amendment that will allow the Sheriff to extend the term of the Agreement for three additional months while the request for proposal (RFP) process that is currently in progress is completed.

To fulfill the Sheriff's responsibility to provide meals to inmates that comply with California Code of Regulations Title 15 and other related regulations, the County of Sonoma contracts with a private company to provide food services in the adult detention facilities. Some of these services include developing menus and meal plans that meet specific dietary requirements, procuring the food and supplies needed to prepare and distribute the meals, administering meal preparation and distribution in coordination with the Sheriff's kitchen staff and inmate work crews, and establishing a meal program that recognizes the constraints of the County's detention kitchens and satisfies health inspection requirements.

The County has partnered with Aramark Correctional Services for food service management in the County's adult detention facilities since February 1, 1990. The Sheriff's Office has been satisfied with all aspects of the current service Agreement with Aramark. At this time, the Sheriff's Office wishes to temporarily continue operations with Aramark to allow time to complete a request for proposal (RFP) process for inmate food services that was initiated on February 20, 2015. Due to unforeseen delays during the RFP process, the RFP committee needs more time to complete its evaluation. Once the evaluation is complete, a new agreement for services will need to be finalized and presented to the

Board of Supervisors. The Sheriff anticipates that three months will allow adequate time to complete the RFP process and return to the Board with the new, multi-year corresponding agreement.

The current Agreement commenced on July 1, 2006. The Original Agreement term was for five years with two additional one-year options to extend. Both options were exercised and then in 2014, the Board authorized a subsequent additional year extension, through June 30, 2015. The Sheriff is requesting the Board’s authorization to execute the proposed Amendment, which will extend the term for three additional months, through September 30, 2015. The estimated cost of inmate meal services for the three additional months is \$484,075 and is included in Sheriff’s FY 15-16 Recommended Budget.

**Prior Board Actions:**

The Board has approved consecutive agreements for inmate food management services with Aramark since 1990.

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

The approval of the amendment will allow the Sheriff to continue to provide essential food services to the County’s inmate population.

**Fiscal Summary - FY 15-16**

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 484,075	County General Fund	\$ 484,075
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 484,075</b>	<b>Total Sources</b>	<b>\$ 484,075</b>

**Narrative Explanation of Fiscal Impacts (If Required):**

The cost of the extended Agreement is included in the FY 15-16 Recommended budget.

**Staffing Impacts**

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

<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
<b>Related Items "On File" with the Clerk of the Board:</b>			
Original Agreement and Amendments #1-5 to Agreement for Food Service Management Services with Aramark Correctional Services, LLC			



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number:** 42  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors of Sonoma County

**Board Agenda Date:** June 23, 2015

**Vote Requirement:** Majority

**Department or Agency Name(s):** Sheriff's Office

**Staff Name and Phone Number:**

Department Analyst Lynnae Mann 565-2872

**Supervisorial District(s):**

4<sup>th</sup> District

**Title:** Agreement for Day Labor Center Program Implementation Services

### **Recommended Actions:**

Authorize the Sheriff-Coroner to execute the Agreement for Day Labor Center Program Implementation Services with California Human Development (CHD) for an amount not to exceed \$30,000 for the one year term beginning June 1, 2015 to May 31, 2016.

### **Executive Summary:**

This item requests that your Board authorize the Sheriff to execute the Agreement for Day Labor Center Program Implementation Services with California Human Development, a non-profit organization, for an amount not to exceed \$30,000. At the Sheriff's request, your Board appropriated State Asset Forfeiture Funds during the current year third quarter consolidated budget adjustment process to finance this Agreement for crime prevention services. The appropriated funds will fully offset the costs of this Agreement, which has no fiscal impact on County General Funds.

Background. California Human Development (CHD) is a Sonoma County based 501 (c)(3) non-profit organization that has been helping farmworkers and their families create pathways to increased independence and dignity for over forty five years through workforce development and employment assistance, affordable housing, citizenship and immigration and community services. CHD's primary mission in establishing Day Labor Centers is to promote the dignified and orderly distribution of work among laborers while improving community conditions and protecting workers' rights. Day Labor Centers offer positive solutions to public health and safety issues that are often associated with unorganized day labor sites. CHD has successfully operated a Day Labor Center (DLC) in Healdsburg for almost ten years.

CHD now seeks to establish a permanent Day Labor Center in Fulton. For over thirty years, Fulton has been an important intersection in the agricultural community with hundreds of day laborers standing on the street corners soliciting paid labor every day. The presence of this informal day labor activity has raised a variety of community concerns including traffic safety and congestion, public urination, public

intoxication, littering, trespassing, illicit drug solicitation and sales and other criminal activities. The Sheriff's Office anticipates that a permanent Day Labor Center operated by the CHD will reduce the number of calls for service for loitering complaints and labor transactions taking place on the roadway and in front of businesses. It will promote a stronger sense of community through the provision of emergency support services and supplemental language education, health care referral and immigration support services. A permanent Day Labor Center will ultimately create a safer environment and decrease the potential victimization of day laborers and those employing them.

The CHD is currently operating a pilot program in Fulton, established in August 2013, which is providing a vital lifeline to this historically under-served population and is uniquely equipped to enhance their connection to community and to necessary support resources. Since implementation, the program has exceeded expectations by serving 250 laborers who were previously competing on the streets to secure a day of paid work.

The Fulton Day Labor Center Pilot has been operating out of CHD's Mobile Bus Unit, which will be reassigned. CHD is proposing to establish a permanent Fulton Day Labor Center on 2<sup>nd</sup> Street in Fulton by utilizing a modular office unit on a vacant parking lot next to 3490 2<sup>nd</sup> Street. The property owner has agreed to rent the space to the CHD to operate a Day Labor Center. The Sheriff's Office anticipates that the proposed permanent Day Labor Center in Fulton will decrease and prevent criminal activity in that area.

Scope of Services. Under the Agreement, the County will reimburse CHD for program implementation costs not to exceed \$30,000. CHD will work collaboratively with community members and the property owner to establish a permanent Day Labor Center in Fulton, California and will have sole responsibility for managing the project to fully implement the program. CHD will pay any and all impact fees, ensure Americans with Disabilities Act (ADA) compliance as necessary, and procure any permits, referrals, utility services, and equipment needed. Reimbursement will be made in one lump sum payment upon receipt of an invoice from CHD.

Fiscal Impact. The Agreement for Day Labor Center Program Implementation Services has no General Fund impact. At the Sheriff's request, your Board appropriated \$30,000 in State Asset Forfeiture funds during the FY 14-15 consolidated budget adjustment process to finance this Agreement for crime prevention services. The appropriated funds will fully offset the costs of this Agreement, which has no fiscal impact on County General Funds.

**Prior Board Actions:**

5/12/15: Board approved consolidated budget adjustment appropriating State Asset Forfeiture funds to be used for this Agreement.

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

Approval of this Agreement will help reduce the number of calls for service for loitering complaints and labor transactions in Fulton and improve community access to local services, especially for an underserved segment of the County population.

<b>Fiscal Summary - FY 14-15</b>			
<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$ 30,000	County General Fund	\$
Add Appropriations Req'd.	\$	State/Federal	\$ 30,000
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 30,000</b>	<b>Total Sources</b>	<b>\$ 30,000</b>
<b>Narrative Explanation of Fiscal Impacts (If Required):</b>			
<p>\$30,000 of State Asset Forfeiture funds were appropriated during the FY 14-15 third quarter consolidated budget adjustments process. The requested Agreement has no fiscal impact on County General Funds.</p>			
<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
<b>Related Items "On File" with the Clerk of the Board:</b>			
Agreement for Day Labor Center Program Implementation Services			



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number:** 43  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** June 23, 2015

**Vote Requirement:** Majority

**Department or Agency Name(s):**

**Staff Name and Phone Number:**

Susan Klassen (707) 565-2231

**Supervisorial District(s):**

5th

**Title:** Approve Professional Services Agreement for Graton and Occidental Accessibility Improvements

**Recommended Actions:**

Authorize the Chair to execute the Professional Services Agreement for Graton and Occidental Accessibility Improvements with Brelje & Race Consulting Civil Engineers in an amount not to exceed \$354,000, with a term ending June 30, 2017.

**Executive Summary:**

The Staff of the Department of Transportation and Public Works (TPW) is requesting that the Board approve and authorize the Chair to sign an agreement with Brelje & Race Consulting Civil Engineers, to provide engineering design and construction management services in an amount not to exceed \$354,000.

Engineering and Construction Management services are needed to design, advertise, award and construct accessibility improvements in the Town of Graton and in the Town of Occidental. The improvements at these locations are necessary to meet the terms and conditions of the settlement agreement between Hollynn Delil and the County of Sonoma (Settlement Agreement) that were agreed to and approved on March 11, 2015. The work consists of reconstruction or retrofitting existing pedestrian and roadway items or removal of accessibility barriers specified in the Settlement Agreement to meet the requirements of the Americans with Disabilities Act (ADA).

The Settlement Agreement also defines a schedule of work over the next 5 years (2015 through 2019) for certain items of work in both Graton and Occidental. The most time sensitive items of work are in Graton and must be completed by December 31, 2015. Currently, staff is planning on completing all the items of work in the Settlement Agreement in one construction contract to gain economies of scale and to complete the work earlier than required in the Settlement Agreement.

If the Professional Services agreement with Brelje & Race is approved TPW will return to the Board in early September 2015 to request authorization to advertise and award a construction contract that will meet the work schedule defined in the Settlement Agreement.

In the Fall of 2013, TPW issued an RFQ for on-call Civil Engineering Services specializing in Traffic Engineering, Roadway Engineering, and Railroad Traffic Engineering. The RFQ was advertised in the Press Democrat as well as on the Purchasing website. In response to the RFQ, 18 proposals were received and ranked according to responses on the following criteria: key staff, technical ability, experience, and project approach. Three on-call lists resulted from the RFQ. Brelje & Race was selected for this project because of their experience on similar projects and ability to complete the work in a timely fashion. Additionally, Brelje & Race is a local company.

**Prior Board Actions:**

None.

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

The work from this project will provide accessibility and safer ways of travel for pedestrians and the disabled in the Towns of Graton and Occidental

**Fiscal Summary - FY 15-16**

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 354,000		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$ 354,000
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 354,000</b>	<b>Total Sources</b>	<b>\$ 354,000</b>

**Narrative Explanation of Fiscal Impacts (If Required):**

Appropriations are included in the FY 15-16 and FY 16-17 requested budgets; funding to come from available Road fund balance.

**Staffing Impacts**

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



<b>Narrative Explanation of Staffing Impacts (If Required):</b>
None
<b>Attachments:</b>
None.
<b>Related Items "On File" with the Clerk of the Board:</b>
Agreement



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number:** 44  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** June 23, 2015

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Susan Klassen (707) 565-2231

**Supervisorial District(s):**

First and Fourth

**Title:** 2014-15 State Match Program

### **Recommended Actions:**

Adopt a resolution authorizing the Chair to execute State Match Program Agreement for advancement of up to \$100,000 in Streets and Highways Code Section 182.9 State Highway Account funds to be used as match for federally funded projects for the 2015-2016 fiscal year.

### **Executive Summary:**

On July 6, 2012, President Obama signed into law P.L. 112-141, the Moving Ahead for Progress in the 21st Century Act (MAP-21). Funding surface transportation programs at over \$105 billion for fiscal years (FY) 2013 and 2014, MAP-21 is the first long-term highway authorization enacted since 2005. MAP-21 represented a milestone for the U.S. economy – it provided needed funds and, more importantly, it transformed the policy and programmatic framework for investments to guide the growth and development of the country's vital transportation infrastructure. MAP-21 replaced the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) and provides federal funding to local jurisdictions, including Sonoma County.

Section 182.9 of the Streets and Highways Code, as redefined by SB 1435, addresses the topic of State Match funds. The California Transportation Commission must allocate to each county an amount equal to 50 percent of the funds allocated pursuant to Section 182.6(d)(2) with a maximum limit of \$100,000 dollars per county per fiscal year. State match funds are used to match Federal funds allocated pursuant to section 182.6(d)(2) of the Streets and Highways Code.

At this time, the State has presented the County with Agreement No. X15-5920(150), wherein the County agrees to use state funds for transportation purposes, agrees to establish a special account within the road fund, and agrees to allow the state to audit the funds. With this agreement executed, the state will advance to the County a one-year apportionment of funds (\$100,000). The Department uses these funds as local match for federally funded projects, largely bridge projects where other sources of local match may not be eligible. These state matching funds are budgeted within the 2015-16

Fiscal Year Capital Improvements Budget currently planned as a match to federal funding for the Watmaugh Road and Geysers Road Bridge Replacement projects.

**Prior Board Actions:**

05/20/14: Board authorized Chair to execute 2013-14 State Match agreement.

**Strategic Plan Alignment**      Goal 3: Invest in the Future

Repairing and replacing insufficient bridges helps maintain the County’s vital infrastructure network.

**Fiscal Summary - FY 15-16**

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

**Narrative Explanation of Fiscal Impacts (If Required):**

Appropriations are included in the FY 2015-16 Capital Improvements 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:**

Resolution.

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

Agreement.



County of Sonoma  
State of California

Date: June 23, 2015

Item Number: \_\_\_\_\_

Resolution Number: \_\_\_\_\_



4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,  
Authorizing The Chair Of The Board To Execute Local Agency/State Match Program  
Agreement No. X15-5920(150) With The State Of California Department Of Transportation For  
Advancement Of Streets And Highways Code Section 182.9 State Highway Account Funds.**

**Whereas,** the State Department of Transportation has presented to this Board State Match Program Agreement No. X15-5920(150) to provide advancement of Streets and Highways Code Section 182.9 State Highway Account funds for use in matching federal funds.

**Now, Therefore, Be It Resolved,** that this Board of Supervisors does hereby authorize the Chair of the Board to execute State Match Program Agreement No. X15-5920(150) on behalf of the County of Sonoma.

**Supervisors:**

Rabbitt:

Zane:

Gore:

Carrillo:

Gorin:

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:** 45  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** June 23, 2015

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Susan Klassen – (707) 565-2231

**Supervisorial District(s):**

Fourth

**Title:** Airport Boulevard Freeway Maintenance Agreement

### **Recommended Actions:**

Adopt a Resolution approving a Freeway Maintenance Agreement with the State of California and authorizing the Chair of the Board to execute the Agreement requiring the County to maintain Airport Boulevard and Fulton Road roadways across the freeway, pavement markings, signs, sidewalks, street lights, railings, and area landscaping.

### **Executive Summary:**

The Transportation and Public Works Department Road Division (TPW) is requesting the Board of Supervisors to adopt a resolution approving a Freeway Maintenance Agreement (FMA) and authorize the Chair of the Board to execute the FMA.

In the February 7, 2012 Freeway Agreement (FA) executed between the County and the State of California (Caltrans), the County agreed to the reconfiguration of the ramps at Airport Boulevard interchange and the closure of the ramps at Fulton Road as part of a new Highway 101 at Airport Boulevard project. In the approved FA, the County accepted control and maintenance of each of the relocated or reconstructed County roads as part of the new interchange project (Airport Blvd North B Project). This proposed follow-up FMA outlines the roadway maintenance responsibilities between the County and Caltrans related to the reconfiguration of Highway 101, Airport Boulevard interchange, and Fulton Road overcrossing.

Per the FA, the County will be required to maintain Airport Boulevard and Fulton Road roadways across the freeway, pavement markings, signs, sidewalks, street lights, and railings. In addition, landscaped areas immediate adjacent to the Airport Boulevard and Fulton Road outside of the fenced right-of-way will be maintained by the County. The cost of maintaining the new traffic signals at the Airport Boulevard ramps will be shared by the County and Caltrans based on the configuration of the ramp intersections. The County will also maintain the outside face of retaining walls (graffiti removal, cleaning, etc.) along the edge of the state right-of-way.

Separate from the improvements associated with the Airport Blvd North B interchange improvements, the FMA also includes maintenance responsibilities associated with the Highway 101 North A Project. The North A Project, which was completed in 2010, widened the freeway to the three lanes between Santa Rosa and Windsor. As part of the North A project, a new traffic signal was installed on River Road at the Highway 101 southbound off-ramp. Previous to the North A Project, only the northbound off-ramp was signalized. The cost of maintaining the new traffic signal at the River Road southbound ramp will be shared by the County and Caltrans based on the configuration of the ramp intersection, similar to the existing northbound off-ramp signal cost sharing arrangement. The County will also maintain the outside face of one retaining wall, constructed as part of the North A Project, near River Road along the edge of the state right-of-way.

The FMA is a standard, state-wide document executed between Caltrans and local agencies which have streets or roadways crossing a state highway.

**Prior Board Actions:**

2/7/12 Resolution No. 12-0061 Approved Freeway Agreement with State of California dated February 7, 2012. Augments Freeway Maintenance Agreement with State of California dated September 24, 1962.

**Strategic Plan Alignment**      Goal 3: Invest in the Future

The recent improvements to Airport Blvd at Hwy 101 Interchange invested in infrastructure improvements that will serve the traffic needs of the growing Airport Industrial Area.

**Fiscal Summary - FY 15-16**

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 7,500		\$
Add Appropriations Req'd.	\$	State/Federal	\$ 7,500
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 7,500</b>	<b>Total Sources</b>	<b>\$ 7,500</b>

**Narrative Explanation of Fiscal Impacts (If Required):**

Estimated expense for shared signal is included above. Nominal expenditures are expected over the next several years for other maintenance since improvements are recently installed. Any needed maintenance to roadway will come from road maintenance operating revenues comprised largely of state gas taxes and maintenance to street lights will be paid from the Countywide Lighting District.

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



County of Sonoma  
State of California

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Date: June 23, 2015

Item Number: \_\_\_\_\_  
Resolution Number: \_\_\_\_\_

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4/5 Vote Required

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**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,  
Approving A Freeway Maintenance Agreement Between The County Of Sonoma And The  
State Of California (Caltrans) For Maintenance Responsibilities Associated With State Route  
101 At The Airport Boulevard Interchange, Fulton Road Overcrossing, And River Road  
Interchange.**

**Whereas**, State of California (Caltrans) Project EA 3A23U1 has modified the Airport Boulevard interchange and removed all ramps at Fulton Road interchange on State Route (SR) 101 and Caltrans Project EA 0A10U1 constructed a retaining wall at the northbound SR 101 off-ramp at River Road, collectively shown in Exhibit "A," attached to and part of the agreement; and

**Whereas**, on September 24, 1962, a Freeway Maintenance Agreement was executed between County of Sonoma and Caltrans on SR 101 between Mendocino Avenue and Grant Avenue, and supersedes the Fulton Road and Lone Redwood Road (now Airport Boulevard) overcrossing portion; and

**Whereas**, on February 7, 2012, a Freeway Agreement was executed between County of Sonoma and Caltrans, where the parties consented to certain adjustments of the local street and road system required for the development of the portion of State Highway Route (SR) 101 within the jurisdictional limits of the County of Sonoma as a freeway; and

**Whereas**, recent adjustments to said freeway have now been completed, or a nearing completion, and the Parties hereto mutually desire to clarify and revise the division of maintenance, as defined in Section 27 of the California Streets and Highway Code, and their respective responsibilities as to separation structures and local County of Sonoma streets and roads, or portions thereof, and landscaped areas lying within or outside those modified freeway limits; and

**Whereas**, the County of Sonoma and Caltrans desire to enter into a new Agreement (Attached as Exhibit "A"), which when executed, together with the above said Freeway Agreement (dated September 24, 1962) will cover SR 101 between Mendocino Avenue and Grant Avenue, and supersede the Fulton Road and Lone Redwood Road (now Airport Boulevard) overcrossings portion; and



Resolution #

Date:

Page 2

**Whereas**, pursuant to Section 6 of the above February 7, 2012 Freeway Agreement, County of Sonoma has resumed or will resume control and maintenance over each of the affected relocated or reconstructed County of Sonoma streets or roads, except for those portions adopted as part of the freeway proper.

**Now, Therefore, Be It Resolved** that the Board of Supervisors hereby finds, determines, and declares as follows: that the Board of Supervisors of the County of Sonoma hereby approves this Freeway Maintenance Agreement with the State of California necessary to address streets and roadways maintenance responsibilities associated with the completed improvements to SR 101 at the Airport Boulevard interchange, Fulton Road overcrossing, and River Road interchange between Post Miles 24.86 and 26.33, and authorizes the Chair of the Board to execute the Agreement.

**Supervisors:**

Rabbitt:

Zane:

Gore:

Carrillo:

Gorin:

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:** 46  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors of Sonoma County

**Board Agenda Date:** June 23, 2015

**Vote Requirement:** Majority

**Department or Agency Name(s):** Human Services

**Staff Name and Phone Number:**

Sherry Alderman, 565-8501

**Supervisorial District(s):**

All

**Title:** Child Care Planning Council of Sonoma County - Membership

### **Recommended Actions:**

1. Appoint to the Child Care Planning Council of Sonoma County, for two-year terms ending December 31, 2015: Alice Hampton and Alicia Morales.
2. Appoint to the Child Care Planning Council of Sonoma County, for a two-year term ending December 31, 2016: Jason Riggs.

### **Executive Summary:**

#### **Role of the Board of Supervisors with the Child Care Planning Council of Sonoma County**

The Board of Supervisors originally established the Sonoma County Child Care Planning Council on October 20, 1992, to meet the requirements mandated by the passage of AB 2141, which created local child care and development planning councils to identify local priorities for child care and state preschool expansion funds.

Subsequently, with the passage of AB 1542 in 1997, which established the CalWORKs program, the Board was required to designate a local child care planning council to establish priorities for state-funded child care and development services and to develop a comprehensive countywide plan for child care. On September 29, 1998, the Board of Supervisors designated the initial Sonoma County Child Care Planning Council, established under AB 2141, as the local council required under the AB 1542 legislation.

The mission of the Child Care Planning Council of Sonoma County (CCPC) is to convene and inspire the community through collaboration, leadership, and advocacy to promote and plan for quality child care and development services for the benefit of all children (birth to 18), their families, and Sonoma County.

#### **Membership Appointments**

The CCPC bylaws allow up to 35 members, who are appointed for two-year staggered terms that end on

December 31<sup>st</sup>. Due to the number of CCPC seats, appointments often times do not complete the two year term, therefore, new members are appointed to fill the remainder of terms that have predetermined start and end dates. The Board of Supervisors is requested to appoint Alice Hampton to a Public Agency Seat and Alicia Morales to a Child Care Provider Seat, that have terms from January 1, 2014 through December 31, 2015, and Jason Riggs to a Discretionary Seat, for a term that began January 1, 2015 and will end December 31, 2016.

The Council recommends the appointment of members that meet the legislated membership requirements. Under the law, the Board of Supervisors and the County Superintendent of Schools are to jointly appoint members to the local child care planning council in 5 categories of membership: 1) Consumers, 2) Child Care Providers, 3) Public Agency representatives, 4) Community Representatives, and 5) Discretionary appointees of the Board and the Superintendent. These appointment recommendations have been made to and approved by the County Superintendent of Schools. These actions will fill required membership, and enable compliance with state reporting requirements.

The Child Care Planning Council bylaws allow up to 35 members. As required, the Child Care Planning Council makes every effort to assure that the ethnic, racial and geographic composition is reflective of the county. Current membership is 29 members.

The Council will have 7 openings for additional members after these appointments; these openings are posted on the CCPC website and the County Boards and Commissions website. Additionally, community recruitment efforts are made on an ongoing basis via press releases, flyers and individual outreach.

**Recommended Actions:**

1. Appoint to the Child Care Planning Council of Sonoma County, for two-year terms ending December 31, 2015: Alice Hampton and Alicia Morales.
2. Appoint to the Child Care Planning Council of Sonoma County, for a two-year term ending December 31, 2016: Jason Riggs.

**Prior Board Actions:**

- April 13, 2010, April 10, 2012, December 10, 2013, and June 10, 2014: Approved the Child Care Planning Council of Sonoma County Advocacy Priorities.
- June 22, 2010, April 10, 2012, June 25, 2013, June 10, 2014: Approved the Sonoma County Child Care Planning Council's Funding Priorities by Zip Code.
- December 14, 2010, April 12, 2011, October 25, 2011, April 10, 2012, November 20, 2012, May 21, 2013, January 14, 2014, and December 2, 2014: Appointed/reappointed members of the Sonoma County Child Care Planning Council and approved by-laws which established term of membership.
- November 20, 2012 and December 10, 2013: Annual Report on the status of child care planning activities in Sonoma County.

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

The mission of the Child Care Planning Council of Sonoma County is to convene and inspire the community through collaboration, leadership and advocacy to promote and plan for quality child care and development for the benefit of all children (birth to 18), their families and Sonoma County.

**Fiscal Summary - FY 14-15**

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

**Narrative Explanation of Fiscal Impacts (If Required):**

There are no fiscal impacts associated with this action.

**Staffing Impacts**

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

**Narrative Explanation of Staffing Impacts (If Required):**

None

**Attachments:**

None

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

None



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number:** 47  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** June 23, 2015

**Vote Requirement:** No Vote Required

**Department or Agency Name(s):** Department of Agriculture/Weights & Measures

**Staff Name and Phone Number:**

Lisa Correia 565-3837

**Supervisorial District(s):**

All

**Title:** 2014 Sonoma County Crop Report

### **Recommended Actions:**

Receive the 2014 Sonoma County Crop Report - Information Only

### **Executive Summary:**

The Agricultural Commissioner is required by law to annually compile and report crop and livestock statistics and pest exclusion, management and eradication activities to the Board of Supervisors and the Secretary of the California Department of Food and Agriculture. The Sonoma County Department of Agriculture/Weights & Measures has compiled the annual Crop Report every year since 1928 and all Crop Reports are available on the department's website ([http://www.sonoma-county.org/agcomm/crop\\_report.htm](http://www.sonoma-county.org/agcomm/crop_report.htm)).

The annual Crop Report provides an accounting of Sonoma County agricultural commodity production and gross values, not net farm income, and is used in the community as a valuable resource for economic development, tourism, financing, and history by illustrating trends in agricultural production. The Department of Agriculture/Weights & Measures activities are also highlighted in the report and include a summary of accomplishments for the Agriculture and Weights and Measures Divisions, and supplemental statistics related to the Grading and Drainage, and Orchard and Vineyard Site Development Ordinance (VESCO). Data on non-agricultural crops such as commercial fish landings and timber harvests are also included from the California Department of Fish and Wildlife and Board of Equalization respectively.

The theme of this year's Crop Report is Sonoma County livestock, which highlights the ranching heritage of Sonoma County and the grazing lands that blanket a majority of our county's acreage.

The 2014 total gross production value of all crops was \$899,015,600, a nearly 6% increase from the 2013 value of \$848,323,200. This is the gross value and does not account for costs such as for production, processing, and bringing the commodity to market. The increase for 2014 is attributed primarily to a nearly 41% increase in livestock and poultry products, such as milk and egg value and a nearly 37%

increase in livestock and poultry production value. These increased production values were primarily attributed to an increase in the unit prices. Total tonnage of winegrapes was down 5.5% from 2013, reducing winegrape value by 2% with a value of \$592,798,000.

This data is provided through surveying more than 1,000 Sonoma County producers. Without the support and response to these surveys this report would not be possible.

**Prior Board Actions:**

The Board receives the Sonoma County Crop Report annually.

**Strategic Plan Alignment**      Goal 2: Economic and Environmental Stewardship

The crop report provides an accounting and spotlights the economic value of agriculture in Sonoma County and a summary of department activities that support agriculture and protect the environment.

**Fiscal Summary - FY 14-15**

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

**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:**

2014 Sonoma County Crop Report

<b>Related Items "On File" with the Clerk of the Board:</b>



# SONOMA COUNTY

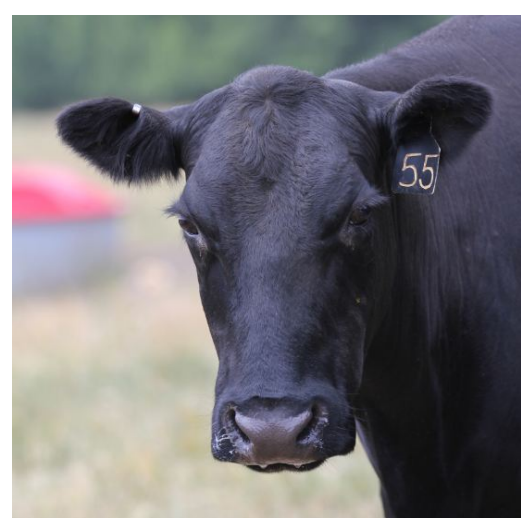
## Crop Report

### 2014



FEATURING LIVESTOCK OF SONOMA COUNTY







# DEPARTMENT OF AGRICULTURE/WEIGHTS & MEASURES

**Tony Linegar**  
**Agricultural Commissioner**  
**Sealer of Weights and Measures**



**133 Aviation Boulevard, Suite 110**  
**Santa Rosa, CA 95403-1077**  
**(707) 565-2371 Fax (707) 565-3850**  
**[www.sonoma-county.org/agcomm](http://www.sonoma-county.org/agcomm)**

June 2015

**Karen Ross**, Secretary  
California Department of Food and Agriculture

And

The Honorable Board of Supervisors of Sonoma County:

**Susan Gorin** – First District, Chair

**David Rabbitt** – Second District

**Shirlee Zane** – Third District

**James Gore** – Fourth District

**Efren Carrillo** – Fifth District, Vice Chair

It is my privilege to present the 2014 Sonoma County Crop Report as prepared pursuant to Section 2279 of the California Food and Agricultural Code. The reported total value for 2014 was \$899,015,400, which represents a nearly 6% increase from our 2013 value of \$848,323,400. This report reflects the gross production values; not the net income or costs of production and marketing.

In 2014, Sonoma County experienced its third consecutive year of severe drought. The drought had significant impacts on many of the crops produced in the county. The drought conditions did not have a significant impact on the county's main crop, winegrapes. Winegrape tonnage decreased only 5.5% from the 2013 crop which was the largest winegrape crop in Sonoma County's history. This reduction in tonnage was partially offset by an increase in the average price per ton, resulting in an overall decline in value of 2% from the record crop of 2013. The largest winegrape crops along the north coast have historically occurred on the driest years. Weather conditions and soil moisture levels during bloom and fruit set have a big influence on the size of the crop. Significant rainfall in February 2014 and good weather during bloom set the stage for Sonoma County's third consecutive above average crop.

Field crops which include hay, silage, pasture and rangeland suffered significant damage due to drought. These crops rely almost exclusively on rainfall for their production. The value of cultivated field crops declined 41%. Hay and feed prices have increased dramatically due to drought statewide given the high demand and short supply. The shortage of hay and other feed have driven up lease values of productive rangeland. This increase in the value of rangeland largely offset the loss in value of cultivated field crops.

Apples experienced their lowest yield per acre in recent history. Poor weather during bloom, including twelve inches of rain in February, dramatically reduced the size of the crop. Prices increased slightly, resulting in an overall reduction in value.

Nursery product value was down almost 17% from 2013. As people responded to the drought by reducing water consumption in their landscaping, fewer plants were purchased for planting. The cut flower industry experienced a 10.5% growth from 2013.

The value of livestock and poultry production increased almost 37% as meat prices were up across the board and poultry prices went up significantly in response to impending Proposition 2 requirements to increase the square-footage of floor space per bird. The value of livestock and poultry products such as eggs and milk was up nearly 41%, which is attributed to a substantial increase in the unit price of market and manufacturing milk, as well as a 98% increase in the value of egg products.

The theme of this year's crop report is livestock, which highlights the ranching heritage of Sonoma County. Sonoma County ranchers have been pioneers in the niche marketing of their meat products, which include specialty grass-fed, organic, and pastured meats from contemporary and heritage breeds of livestock. These value-added commodities are praised for their high quality and for the sustainable practices which these production systems employ. The demand for high quality local meat products is supported by a new multi-species processing facility, which expands local production and marketing opportunities for our producers. I would like to extend my gratitude and appreciation to all of the agricultural producers whose participation make this report possible. A sincere thank you goes out to Andrew Smith, Senior Agricultural Biologist, who collects and compiles these statistics, as well as the outstanding staff of the Department of Agriculture/Weights & Measures who contribute to the production of this report.

Respectfully submitted,

A handwritten signature in black ink that reads 'Tony Linegar'.

Tony Linegar  
Agricultural Commissioner / Sealer of Weights and Measures

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Cover photo courtesy of: Steven Knudsen, Sonoma County Farm Bureau

## Home Is the Range: *Ranching Heritage in Sonoma County*

Sonoma County has been a ranching county since its agrarian beginnings. Some of the earliest settlers to arrive in Sonoma County came in search of suitable land for cattle grazing. General Mariano Vallejo first came to Sonoma County in 1833 and at the peak of his occupation had up to 50,000 head of cattle grazing between the Sonoma Valley and western slopes of Sonoma Mountain in Petaluma. Henry D. Fitch of San Diego won a claim to the Rancho Sotoyome (Healdsburg) and in 1840 Cyrus Alexander embarked on a scouting expedition for Fitch to find grazing lands and settled on land north of Healdsburg. Alexander managed Fitch's Rancho Sotoyome grant for four years after which Alexander was to receive 9,000 acres and part of the ranch stock in the valley that now bears his name. Word spread fast of idyllic and productive landscapes in the area and the latter half of the 1840s witnessed countless stagecoaches carrying riders inland as far as the Geysers in search of land to claim. In 1850 when California was admitted to the Union, Sonoma was one of the original counties whose agricultural economy was almost entirely based in ranching livestock. Sonoma County has always been a haven for sheep ranchers, reaching its peak in the early 1960's with 150,000 head. Beef production reached its peak in the late 1980's with a total inventory of cattle and calves of 126,000 head. A significant portion of this inventory was dairy cattle and calves, which have historically outnumbered beef cattle by an average of 2 to 1. Dairy cattle and calves have always accounted for a significant portion of beef production in Sonoma County.

Fast forward more than 160 years and ranching still remains an indelible and vital part of Sonoma County's agricultural identity and heritage. The diversity of four-legged livestock being grazed in Sonoma County has grown over the years to include not only cattle and sheep, but goats, and hogs as well. There is a strong consumer trend towards more "alternative" methods of production, whether it is grass fed, organic, free range, or other production methods. Sonoma County is well positioned to capitalize on this trend as the leading edge of this demand emanates from the San Francisco Bay Area. Ranchers and livestock producers have embraced alternative production methods and worked to develop these niche markets for their products. Although the numbers have declined over the years, sheep ranching still remains a viable industry in the county with nearly 34,000 head. The popularity of lamb is returning through increasing demand by consumers and restaurants alike. You can readily find local lamb available in markets throughout Sonoma County and beyond. In addition to meat production, sheep and lambs also account for nearly 100,000 pounds of wool produced today in the county. Many value added products are now produced from this wool, including dryer balls, pillows, dog toys and more. Cattle and calf inventories are now about half of what they were during their peak in the late 1980's with a total inventory of 68,246 head and dairy cattle now outnumbering beef cattle by nearly 3 to 1. According to current organic registration data, Sonoma County has a total of 1,331 head of organic beef cattle, as well as 27,725 head of organic dairy cattle. These animals need organic pastureland on which to graze and current records include 24,270 acres of organic pasture as well as 4,357 acres of organic rangeland. Ranchers have developed niche markets not only for grass fed, and organic beef but also for many specialty breeds of cattle such as Wagyu, Scottish Highland, and Dutch Belted. While hogs have been ever present in Sonoma County agriculture, new methods of raising hogs such as pasture raised pork have begun to carve out a special niche in Sonoma County. Pastured pork is not new, but harkens back to the traditional method of raising hogs that takes advantage of their naturally diverse diet, which includes plants, grubs, acorns and the like. The interest in pasture raised pork is testimony to the fact that today's consumer is interested in how the animals they consume are raised. One of the rapidly growing sectors of livestock production in Sonoma County is meat goats. This growth is largely driven by the consumer demand for new, leaner sources of protein. Goats fit this bill as they are leaner than poultry and low in cholesterol. Meat goat production is also a good industry for beginning ranchers as it is an affordable livestock enterprise. Goats are very complimentary to other livestock as they will feed on woody forage that other livestock will not utilize.

Livestock production in Sonoma County has come a long way since General Vallejo began running cattle in 1833. While we may not run as many head of cattle or sheep as we did back then, our livestock production has evolved into a diverse industry aimed at meeting the needs of today's consumer. With the opening of Marin Sun Farms in Petaluma, a processing facility specializing in organic and grass fed animals, Sonoma County stands poised to capitalize on the sophisticated consumer market that the Bay Area represents. With our historic roots in livestock production coupled with our ranchers' ability to adapt to consumer demand, we can rest assured that livestock production and ranching will continue to be an indelible and vital part of Sonoma County's agricultural identity.



# MILLION DOLLAR CROPS AND NURSERY PRODUCTION

## Million Dollar Crops

1	Winegrapes - All	\$592,798,000
2	Market Milk	\$109,540,900
3	Miscellaneous Poultry	\$65,445,200
4	Misc. Livestock and Poultry Products	\$54,198,100
5	Cattle and Calves	\$15,838,900
6	Vegetables	\$12,613,200
7	Nursery - Miscellaneous	\$11,770,300
8	Sheep and Lambs	\$7,572,900
9	Nursery - Ornamentals	\$7,377,400
10	Nursery - Cut Flowers	\$4,187,800
11	Apples - Late Varieties	\$2,332,100
12	Rye and Oat Silage	\$1,559,100
13	Rye and Oat Hay	\$1,386,100
14	Nursery - Bedding Plants	\$1,136,500
15	Apples - Gravenstein	\$1,079,800

## Nursery Products

Product	Year	Quantity	Unit	Total
Ornamentals	2014	390,869	plant	\$7,377,400
	2013	514,900	plant	\$9,127,000
Bedding Plants	2014	774,477	flat	\$1,136,500
	2013	846,330	flat	\$3,593,100
Christmas Trees	2014	9,028	each	\$487,600
	2013	8,843	each	\$452,200
Cut Flowers	2014			\$4,187,800
	2013			\$3,786,600
Miscellaneous Products (a)	2014			\$11,770,300
	2013			\$12,974,800
<b>TOTAL VALUE</b>	2014			\$24,959,600
	2013			\$29,933,700

(a) includes grapevines, deciduous fruit and nut trees, liners, bulbs, forest seedlings, house plants, orchids, cacti, herbaceous perennials, dry flowers, turf and wreaths

# FRUIT AND NUT SUMMARY AND WORLD WINEGRAPE ACREAGE

## Fruit and Nut Summary

Crop	Year	Bearing Acres	Tons/Acre	Total Tons	\$/Ton	Total
Apples (all)	2014	2,320	4.37	10,127	\$337	\$3,411,900
	2013	2,155	8.53	18,382	\$317	\$5,828,700
Fresh	2014					\$853,800
	2013					\$1,389,100
Processed (a)	2014					\$2,558,100
	2013					\$4,439,600
Grapes (wine)	2014	58,280	4.39	255,635	\$2,319	\$592,798,000
	2013	59,772	4.53	270,609	\$2,236	\$605,068,400
Olives	2014	422				\$276,100
	2013	421 *				\$268,000
Miscellaneous (b)	2014					\$486,100
	2013					\$575,000
<b>TOTAL</b>	2014					\$596,972,100
	2013					\$611,740,100

(a) includes canned, juice/cider, vinegar

(b) includes bush-berries, cane-berries, stone fruits, pears, kiwi, tree nuts, strawberries, figs, etc.

\* Revised from 2013



### 2014 Fruit and Nut Acreage Summary

Crop	Bearing	Non-Bearing	Total
Apples	2,320	19	2,339
Winegrapes	58,280	4,370	62,650
Olives	422	0	422
Pears	30	0	30
Plums (incl. Prunes)	24	0	24
Walnuts	130	0	130
Miscellaneous	97	22	119
<b>TOTAL ACREAGE</b>	61,311	3,784	65,095

## World Winegrape Acreage

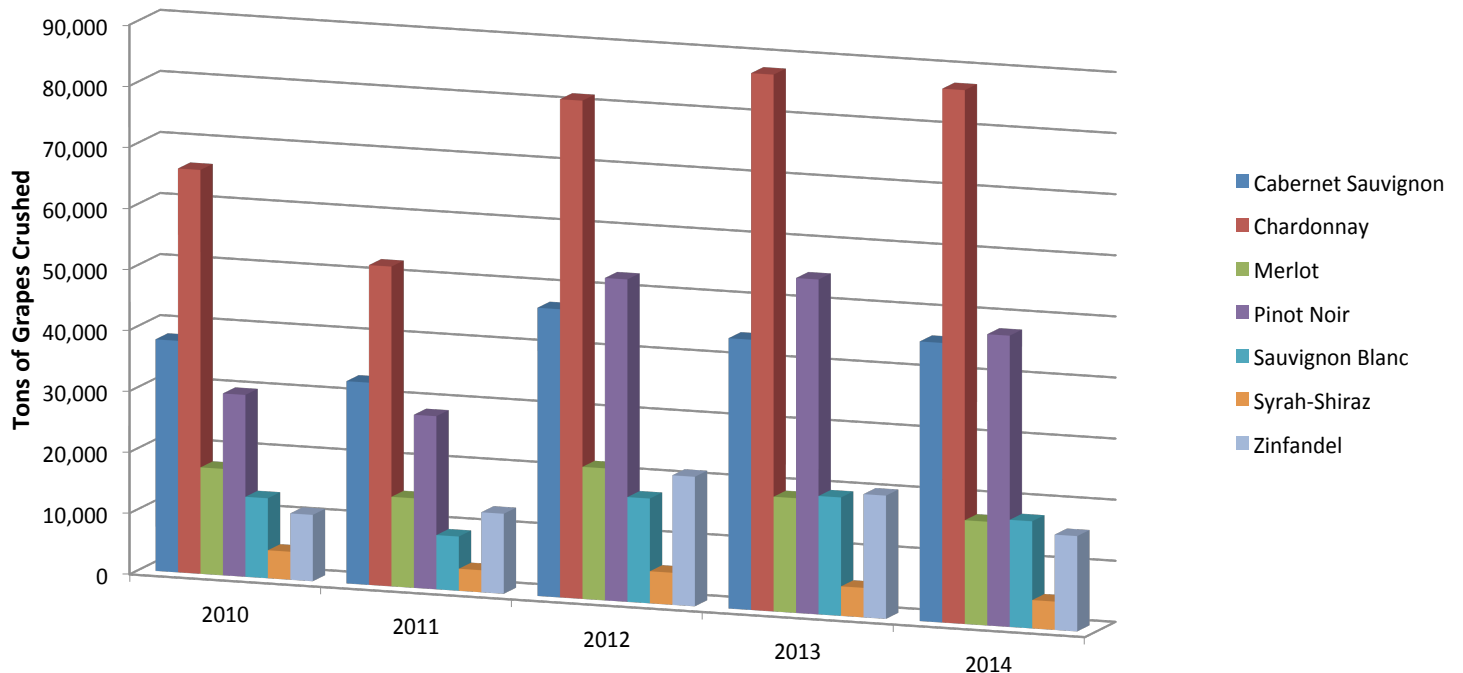
Country	Total Acreage		% Change
	2007	2012	
Spain	2,793,900	2,239,200	-19.85%
France	2,142,400	1,857,800	-13.28%
Italy	2,070,700	1,758,700	-15.07%
China	1,011,000	1,452,500	43.67%
Turkey	1,287,400	1,144,400	-11.11%
United States	937,200	962,100	2.66%
Iran	686,300	569,700	-16.99%
Chile	484,300	544,900	12.51%
Argentina	558,400	520,200	-6.84%
Portugal	612,900	444,600	-27.46%
Romania	463,600	427,500	-7.79%
Australia	460,000	406,200	-11.70%
Moldova	337,200	322,000	-4.51%
South Africa	328,600	289,800	-11.81%
Uzbekistan	245,100	274,900	12.16%
India	160,600	274,900	71.17%
Greece	289,100	257,600	-10.90%
Germany	246,400	246,500	0.04%
Brazil	212,500	213,000	0.24%
Algeria	189,700	210,500	10.96%
All Other Countries	3,072,300	2,904,300	-5.47%
<b>TOTAL ACREAGE</b>	18,589,600	17,321,300	-6.82%

# WINEGRAPE PRODUCTION

## Top 12

Red Varieties	Year	Acreage			Production		
		Bearing	Non-Bearing	Total	Tons	\$/Ton	Total Value
Cabernet Franc	2014	571.8	15.8	587.6	1,913.9	\$2,669.35	\$5,108,900
	2013	604.5	13.2	617.7	1,917.8	\$2,445.23	\$4,689,500
Cabernet Sauvignon	2014	11,689.7	1,078.2	12,767.9	45,772.0	\$2,614.37	\$119,665,000
	2013	11,830.3	1,070.8	12,901.1	44,255.8	\$2,462.99	\$109,001,600
Carignane	2014	178.8	1.0	179.8	478.8	\$1,947.37	\$932,500
	2013	579.6	4.0	583.6	506.7	\$1,870.18	\$947,700
Malbec	2014	491.0	41.8	532.8	2,688.9	\$2,427.49	\$6,527,300
	2013	425.7	109.4	535.1	2,706.6	\$2,356.19	\$6,377,300
Merlot	2014	4,308.6	27.7	4,336.2	16,989.6	\$1,651.47	\$28,057,900
	2013	4,619.9	27.3	4,647.2	18,784.5	\$1,607.03	\$30,187,300
Meunier	2014	88.8	6.6	95.4	607.6	\$2,305.57	\$1,400,900
	2013	91.8	6.6	98.4	716.9	\$2,285.40	\$1,638,500
Petite Sirah	2014	630.1	55.1	685.2	2,873.5	\$2,548.12	\$7,322,100
	2013	598.3	83.5	681.8	2,856.8	\$2,477.06	\$7,076,500
Petite Verdot	2014	250.0	34.2	284.2	1,251.1	\$2,667.28	\$3,337,100
	2013	236.9	30.5	267.4	1,120.0	\$2,840.39	\$3,181,300
Pinot Noir	2014	12,567.9	1,014.4	13,582.3	47,677.2	\$3,251.49	\$155,022,000
	2013	12,539.3	948.1	13,487.4	54,826.8	\$3,079.99	\$168,866,000
Sangiovese	2014	210.2	0.0	210.2	1,211.9	\$2,352.94	\$2,851,600
	2013	195.9	12.7	208.6	1,141.1	\$2,383.10	\$2,719,400
Syrah-Shiraz	2014	1,649.5	9.8	1,659.3	4,642.6	\$2,314.44	\$10,745,100
	2013	1,731.9	7.0	1,738.9	4,835.8	\$2,246.05	\$10,861,500
Zinfandel	2014	5,015.8	112.1	5,127.9	15,597.2	\$2,543.78	\$39,675,900
	2013	5,139.0	159.8	5,298.8	20,172.3	\$2,444.51	\$49,311,400
<b>TOTAL ALL REDS</b>	2014	<b>38,775.8</b>	<b>3,037.2</b>	<b>41,813.0</b>	<b>144,021.5</b>	<b>\$2,685.05</b>	<b>\$386,705,000</b>
<b>Includes other reds</b>	2013	39,788.7	3,167.3	42,956.0	156,435.3	\$2,558.50	\$400,239,800

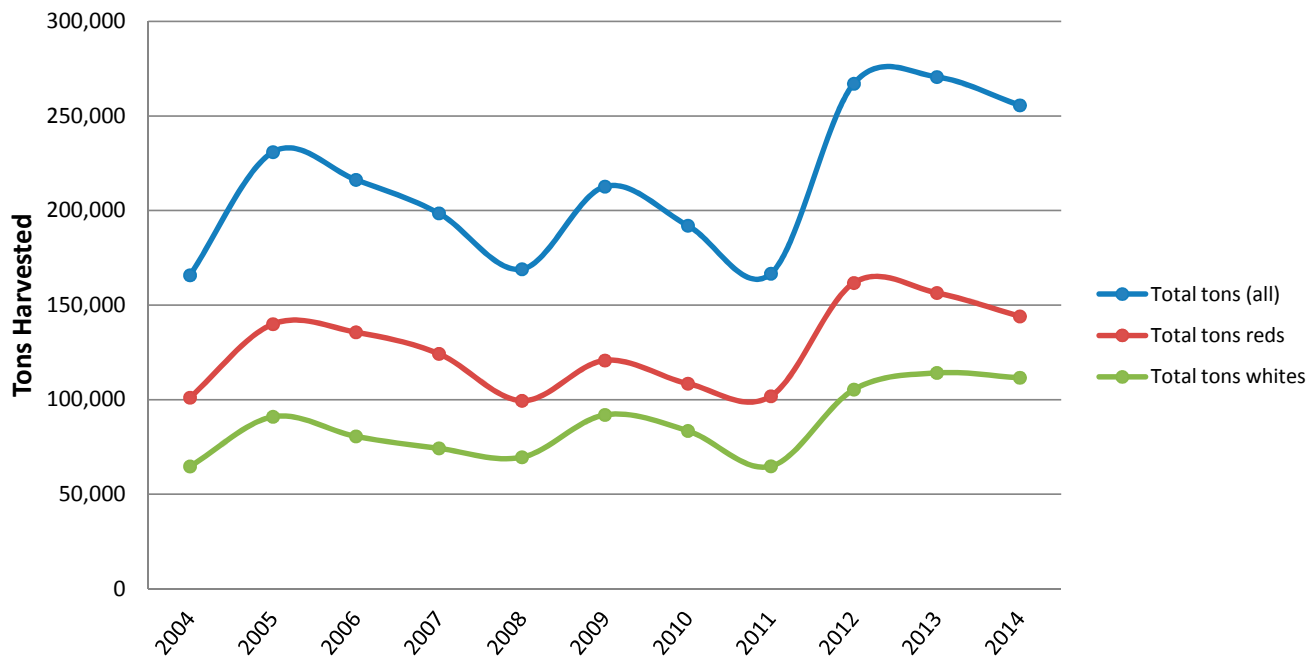
### Total Tonnage by Variety 2010-2014



# WINEGRAPE PRODUCTION

Top 10 White Varieties	Year	Acres			Production		
		Bearing	Non-Bearing	Total	Tons	\$/Ton	Total Value
Chardonnay	2014	15,607.6	776.8	16,384.5	87,380.5	\$1,990.38	\$173,920,400
	2013	16,045.2	819.3	16,864.5	87,883.5	\$1,930.28	\$169,639,800
French Colombard	2014	34.4	0.0	34.4	166.8	\$601.79	\$100,400
	2013	34.4	0.0	34.4	188.9	\$629.49	\$119,000
Gewürztraminer	2014	124.0	5.5	129.5	443.4	\$1,505.66	\$667,700
	2013	127.4	1.0	128.4	571.9	\$1,494.03	\$854,500
Muscat Blanc	2014	12.2	3.2	22.4	99.8	\$2,321.27	\$231,700
	2013	19.8	2.6	22.4	106.2	\$1,956.71	\$207,900
Pinot Blanc	2014	62.8	2.1	64.9	262.3	\$1,551.72	\$407,100
	2013	48.3	12.3	60.6	323.6	\$1,265.85	\$409,700
Pinot Gris	2014	417.3	4.9	422.2	2,269.7	\$1,686.67	\$3,828,300
	2013	431.4	4.9	436.3	2,789.2	\$1,665.50	\$4,645,500
Sauvignon Blanc	2014	2,438.9	220.9	2,659.8	17,540.6	\$1,532.51	\$26,881,200
	2013	2,449.1	205.7	2,654.8	19,387.6	\$1,469.84	\$28,496,700
Semillon	2014	101.0	0.0	101.0	556.1	\$1,839.60	\$1,023,100
	2013	116.8	0.2	117.0	450.4	\$1,781.55	\$802,500
Viognier	2014	229.1	8.1	237.2	967.6	\$2,296.93	\$2,222,600
	2013	228.6	7.6	236.2	987.1	\$2,313.99	\$2,284,200
White Riesling	2014	35.7	0.0	35.7	283.9	\$2,102.85	\$597,000
	2013	43.5	0.0	43.5	336.2	\$1,909.52	\$642,000
<b>TOTAL ALL WHITES</b>	<b>2014</b>	<b>19,504.6</b>	<b>1,333.0</b>	<b>20,837.6</b>	<b>111,613.9</b>	<b>\$1,902.86</b>	<b>\$212,385,700</b>
Includes other whites	2013	19,983.0	1,134.2	21,117.2	114,173.8	\$1,845.31	\$210,686,100
<b>TOTAL WINEGRAPES</b>	<b>2014</b>	<b>58,280.4</b>	<b>4,370.2</b>	<b>62,650.6</b>	<b>255,635.4</b>	<b>\$2,318.92</b>	<b>\$592,798,000</b>
	2013	59,771.7	4,301.5	64,073.2	270,609.1	\$2,235.95	\$605,068,400

## Total Tonnage 2004-2014





# APPLE PRODUCTION, APIARY PRODUCTS, AND VEGETABLES

## Apple Production

Crop	Year	Bearing Acres	Tons/Acre	Total Tons	\$/Ton	Dollar Value	Total	
Gravenstein	2014	732	4.64	3,395	\$318		\$1,079,800	
	2013	467	17.07	7,973	\$321		\$2,559,500	
	Fresh	2014			131	\$1,984	\$260,580	
		2013			389	\$1,800	\$699,908	
	Processed (a)	2014			3,264	\$251	\$819,181	
		2013			7,584	\$245	\$1,859,562	
Late Apples	2014	1,588	4.24	6,731	\$346		\$2,332,100	
	2013	1,688	6.17	10,409	\$314		\$3,269,200	
	Fresh	2014			290	\$2,044	\$593,195	
		2013			323	\$2,136	\$689,096	
	Processed (a)	2014			6,441	\$270	\$1,738,898	
		2013			10,086	\$256	\$2,580,031	
<b>TOTAL</b>	2014	2,320	4.37	10,127	\$337		\$3,411,900	
	2013	2,155	8.53	18,382	\$317		\$5,828,700	

(a) includes canned, juice, vinegar, cider



## Apiary Products

Total Value (a)	2014	\$128,400
	2013	\$181,500

(a) includes honey, wax and hives rented for pollination

## Vegetables

Crop	Year	Harvested Acreage	Dollar Value
Miscellaneous	2014	535	\$ 12,613,200
Vegetables (a)	2013	539	\$ 12,927,100

(a) includes crucifers, squash, melons, mushrooms, potatoes, peppers, tomatoes, sprouts, lettuces, etc.



## Livestock and Poultry

Livestock	Year	Number of Head	Live Weight	Unit	\$/Unit	Total
Cattle/Calves	2014	29,868	152,326	cwt.	\$103.98	\$15,838,900
	2013	28,827	146,497	cwt.	\$79.45	\$11,639,200
Sheep/Lambs	2014	37,123	44,781	cwt.	\$169.11	\$7,572,900
	2013	33,116	39,496	cwt.	\$151.95	\$6,001,400
Hogs	2014	1,132	3,113	cwt.	\$87.00	\$270,900
	2013	1,029	2,830	cwt.	\$72.82	\$206,100
Miscellaneous (a)	2014					\$65,445,200
	2013					\$47,256,400
<b>TOTAL</b>	2014					\$89,127,900
	2013					\$65,103,100

(a) includes chicks, ducks, turkey poults, fryers, roasters, turkeys, goats, etc.

## Livestock and Poultry Products

Item	Year	Production	Unit	\$/Unit	Total
Milk, Market	2014	4,754,378	cwt.	\$23.04	\$109,540,900
	2013	4,569,292	cwt.	\$19.47	\$88,964,200
Milk, Manufacturing	2014	7,239	cwt.	\$23.21	\$168,000
	2013	7,030	cwt.	\$18.92	\$133,000
Wool	2014	90,947	lb.	\$1.30	\$118,300
	2013	92,780	lb.	\$1.45	\$134,600
Miscellaneous (a)	2014				\$54,198,100
	2013				\$27,315,400
<b>TOTAL</b>	2014				\$164,025,300
	2013				\$116,547,200

(a) includes market duck eggs, turkey hatching eggs, chicken eggs for consumption, and egg by-products

## Livestock and Poultry Inventory

Item	Number
Cattle and Calves (all)*	68,246
Milk Cows and heifers (2 years and older)	27,919
Beef cows and heifers (2 years and older)	11,500
Sheep and Lambs (all)	28,329
Hogs	1,245
Laying Hens, Pullets, and Broilers	3,965,318
Goats	2,414

\* Number of Head as of January 1, 2015 - Furnished by California Agricultural Statistics Service

# FIELD CROPS AND DROUGHT

## Field Crops

Crop	Year	Harvested Acreage	Ton/Acre	Total Tons	Unit	Per Unit	Total
Hay, Rye and Oat	2014	5,692	1.9	10,644	ton	\$130.22	\$1,386,100
	2013	4,954	3.3	16,159	ton	\$164.26	\$2,654,300 *
Hay, Volunteer	2014	288	1.7	481	ton	\$104.67	\$50,300
	2013	1,004	0.7	708	ton	\$163.37	\$115,700 *
Green Chop (a)	2014	2,074	3.1	6,429	ton	\$25.00	\$160,700
	2013	2,620	6.1	16,075	ton	\$17.93	\$288,200 *
Oats, Grain	2014	548	0.8	438	ton	\$356.58	\$156,200
	2013	645	2.8	1,820	ton	\$512.36	\$932,500
Silage, Corn (a)	2014	60	25.0	1,500	ton	\$50.00	\$75,000
	2013	325	24.6	8,000	ton	\$25.30	\$202,400
Silage, Rye and Oat (a)	2014	4,480	10.2	45,855	ton	\$34.00	\$1,559,100
	2013	3,538	16.5	58,244	ton	\$31.29	\$1,822,500 *
Straw	2014						\$78,800
	2013						\$128,100
Miscellaneous (b)	2014						\$562,700
	2013						\$1,141,400
Pasture (c)	2014	6,587			acre	\$100.00	\$658,700
	2013	6,654			acre	\$100.00	\$665,400
Rangeland (c)	2014	325,067			acre	\$20.00	\$6,501,300
	2013	328,350			acre	\$12.00	\$3,940,200
<b>TOTAL</b>	2014	<b>344,795</b>					<b>\$11,188,900</b>
	2013	348,090					\$11,890,700 *

(a) much of the green chop and silage is not sold but used on the farm - value is determined by its feed equivalent

(b) includes alfalfa, barley, safflower, wheat, vetch, Sudan, etc.

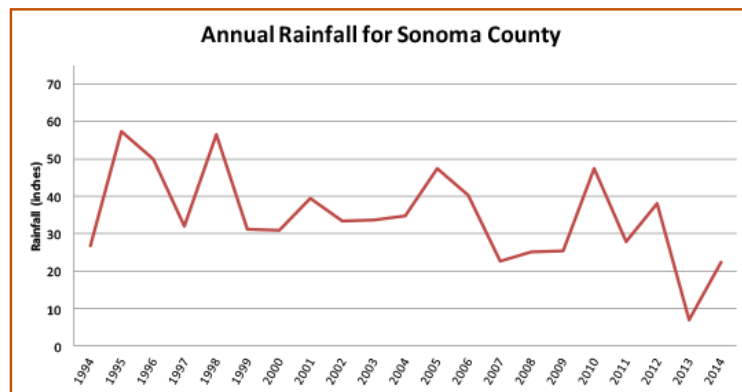
(c) Average potential grazing value per acre of forage

\* Revised from 2013

**Drought Impacts:** For the past three plus years Sonoma County has experienced extremely low rainfall for the region and is currently experiencing drought conditions that have not been seen for decades. Sonoma County has an average rainfall of more than 40 inches but for the past few years we have received much less.

In 2014, field crops saw significant damage due to drought, many of the crops produced around one third of their normal yield. Volunteer hay yield was 37% of the five-year average and grain oats produced 33%. Pasture and Rangeland were also severely impacted with yields of 38% and 26% respectively.

The United States Department of Agriculture (USDA) declares a disaster for any county which is shown in severe drought on the U.S. Drought Monitor for eight consecutive weeks. During 2014, the USDA designated most counties in the state as primary natural disaster areas due to damages and losses caused by severe drought. Sonoma County was included in this designation. The USDA Farm Service Agency (FSA) provides economic assistance for agricultural losses, resulting from drought, floods, fires, and a host of other natural catastrophes. In order to provide access to the assistance programs available through the FSA the amount of losses experienced by farmers and ranchers in the county must be determined. To do this, the Department of Agriculture/Weights & Measures surveys farmers and ranchers. The result of the survey shows the reduction in yield and the amount of loss. To be eligible for disaster relief the survey must show a 30% reduction county-wide based on the previous five-year average yields. To apply for disaster relief, farmers and ranchers may contact the local FSA office in Petaluma.



Information presented in graph acquired from <http://weather-warehouse.com/index.html> and <http://cesonoma.ucanr.edu/about/weather>

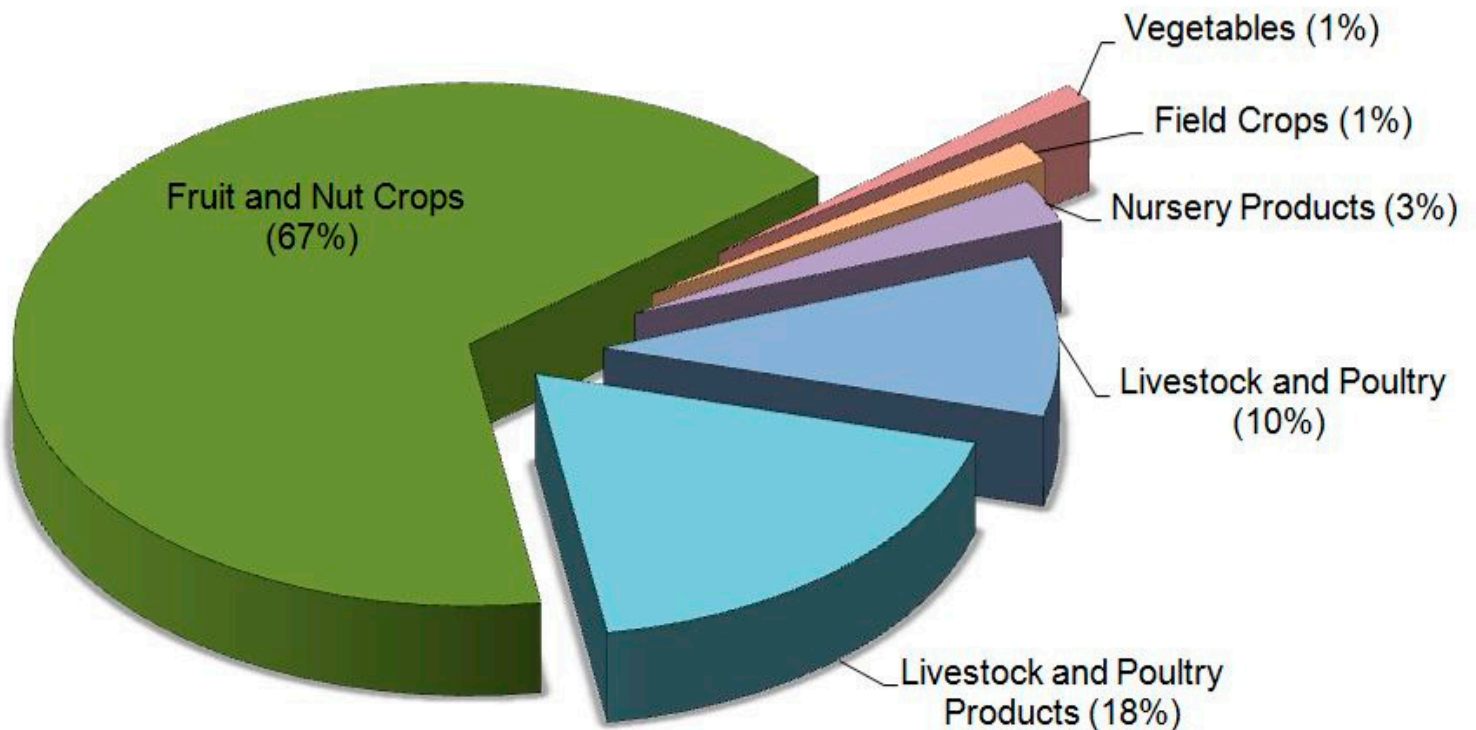


## Recapitulation

	2013	2014	% Change
Apiary Products	\$181,500	\$128,400	-29.3%
Field Crops	\$11,890,700	\$11,188,900	-5.9%
Vegetable Crops	\$12,927,100	\$12,613,200	-2.4%
Nursery Products	\$29,933,700	\$24,959,600	-16.6%
Livestock and Poultry	\$65,103,100	\$89,127,900	36.9%
Livestock and Poultry Products	\$116,547,200	\$164,025,300	40.7%
Fruit and Nut Crops	\$611,740,100	\$596,972,100	-2.4%
<b>TOTAL VALUE</b>	<b>\$848,323,400</b>	<b>\$899,015,400</b>	<b>6.0%</b>

### Sonoma County Agriculture 2014

(Percentage of total production value)



# SUSTAINABLE AGRICULTURE REPORT

## 2014 Organic Farming Statistics

Commodity	Registrants	Units	Value
Eggs	26	325,636 Birds	\$16,778,900
Fruits/Nuts	199	3,571 Acres	\$5,826,100
Field Crops	64	15,416 Acres	\$1,590,800
Pasture/Rangeland	52	28,627 Acres	\$19,800
Meat (poultry, beef, goat, lamb, pork)	23	1,064,126 Animals	\$115,418,500
Dairy	38	27,924 Animals	\$79,255,600
Nurseries	31	12 Acres	\$1,610,000
Vegetables	72	351 Acres	\$3,012,400
Winegrapes	67	1,409 Acres	\$20,777,300

### Pest Detection Trapping

There were 8,655 traps placed for the detection of exotic insect pests including Mediterranean, Oriental and Melon Fruit Flies, Gypsy Moth, Japanese Beetle, European Grapevine Moth (EGVM), Light Brown Apple Moth (LBAM), and Asian Citrus Psyllid (ACP). These traps were serviced 96,362 times. There were 482 traps placed in nurseries and urban areas for the detection of Glassy-Winged Sharpshooter (GWSS), which were serviced 4,714 times. There was one European Grapevine Moth detected in 2014.

### Pest Exclusion

A total of 2,369 premise visits occurred in 2014, and during these visits we inspected 13,437 shipments of plant material. Inspections occurred at the express carriers, nurseries, the post office, feed mills, as well as vineyards, orchards and other farms. Fifty-three rejections of plant material were issued, which is nearly a 20% decrease from 2013. Rejected plant material is returned to the shipper, reconditioned and released, or destroyed. To prevent the spread of GWSS into Sonoma County, department personnel inspected 1,965 shipments of nursery stock arriving from infested counties in California. There were three shipments of plant material rejected for the presence of GWSS egg masses or other life stages. To assist our industry, we issued 129 federal phytosanitary documents for international shipments and 45 state phytosanitary documents for shipments to other states.

### Exotic Pest Species Intercepted

<b>Light Brown Apple Moth</b> <i>Epiphyas postvittana</i>	<b>Boxwood Scale</b> <i>Pinnaspis buxi</i>	<b>Magnolia White Scale</b> <i>Pseudaulacaspis cockerelli</i>
<b>Glassy-Winged Sharpshooter</b> <i>Homalodisca vitripennis</i>	<b>Mango Shield Scale</b> <i>Miliviscutulus mangiferae</i>	<b>Apple Maggot</b> <i>Rhagoletis pomonella</i>
<b>Hemlock Scale</b> <i>Abgrallaspis ithacae</i>	<b>Myrtle Leafspot</b> <i>Pseudocercospora myrticola</i>	<b>Mealybug</b> <i>Pseudococcus jackbeardsleyi</i>

# VINEYARD AND ORCHARD DEVELOPMENT

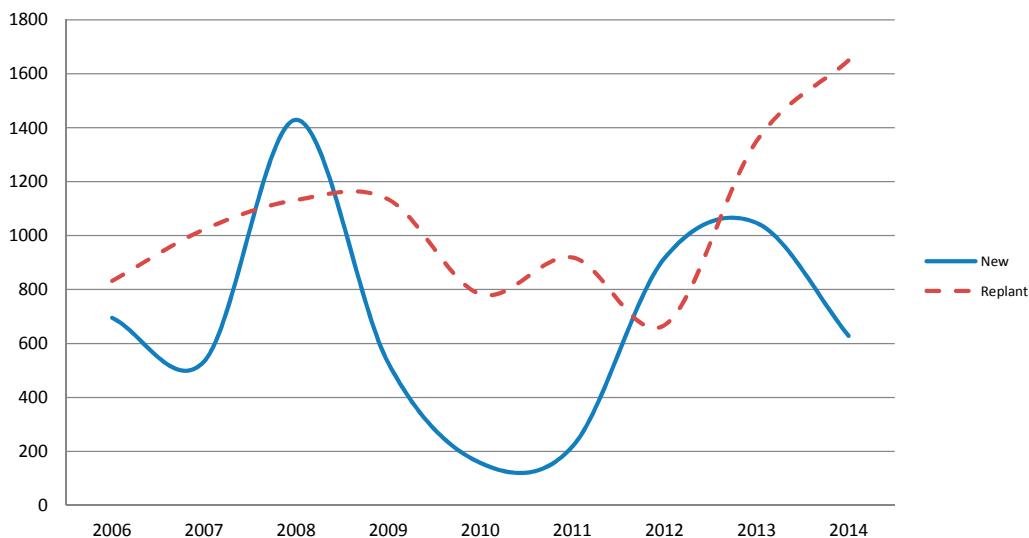
Under a County ordinance originally adopted by the Sonoma County Board of Supervisors in 2000, prior to developing and planting, or replanting a vineyard an application and plans are reviewed for approval by the Department of Agriculture/Weights & Measures. The purpose of the ordinance is to assist in preventing soil erosion and protect water quality and other natural resources. In 2008 the Vineyard Erosion and Sediment Control Ordinance (VESCO) was update to include requirements and review of orchard planting and agricultural grading and drainage. During 2012 the Ordinance was further enhanced by adding standards to address potential erosion when projects involve the removal of trees. These standards incorporate engineering geologist review for areas of instability and use of Universal Soil Loss Equation or Revised Universal Soil Loss Equation to show no net increase in erosion from pre-development.

In collaboration with other agencies, organizations and individuals, the department has developed a handbook titled "Best Management Practices for Agricultural Erosion and Sediment Control" (BMPs). This handbook provides guidelines for controlling water movement around and off sites to mitigate the impacts of accelerated soil erosion due to Agricultural activities in Sonoma County. The handbook describes and shows basic practices effective at reducing erosion and sedimentation, as well as how to implement these practices.

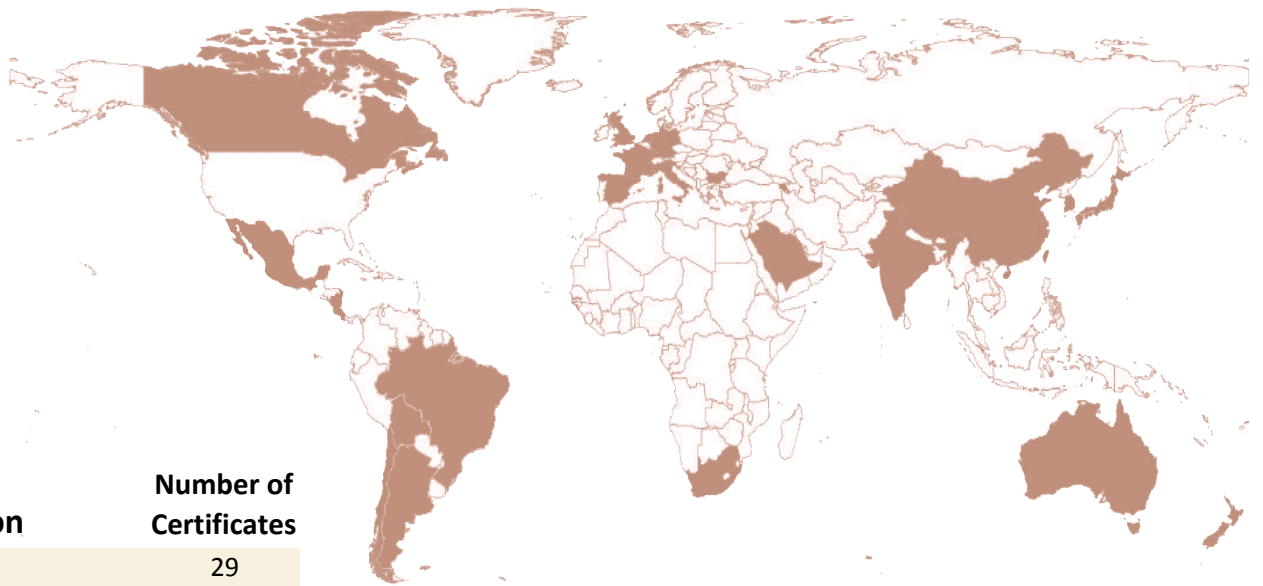
## Projects Submitted

Year	New						Replants						Total	
	Level 1		Level 2		Project	Acreage	Level 1		Level 2		Project	Acreage	Projects	Acreage
	Projects	Acreage	Projects	Acreage			Projects	Acreage	Projects	Acreage				
2006	49	544	13	151	62	695	78	785	6	47	84	832	146	1,527
2007	45	419	21	115	66	534	100	1,001	4	22	104	1,023	170	1,557
2008	61	1,157	27	272	88	1,429	97	1,110	4	22	101	1,132	189	2,561
2009	24	150	20	377	44	527	57	1,046	5	88	62	1,134	106	1,661
2010	10	82	13	75	23	157	51	783	0	0	51	783	74	940
2011	19	132	8	86	27	218	67	769	4	150	71	919	98	1,137
2012	35	327	11	589	46	916	50	633	4	35	54	668	100	1,584
2013	41	580	23	467	64	1,047	80	1,242	7	108	87	1,350	151	2,397
2014	25	307	22	322	47	629	76	1,546	7	103	83	1,649	130	2,278

## Total Acreage Per Year



# COMMODITY EXPORTS



Destination	Number of Certificates
Canada	29
Mexico	16
Australia	16
Japan	11
Italy	8
Korea, Republic of	6
China	5
Costa Rica	5
Germany	5
Taiwan	5
Brazil	4
France	4
Spain	4
United Kingdom	2
Argentina	1
Austria	1
Bolivia	1
Bulgaria	1
Czech Republic	1
Hungary	1
Jamaica	1
Nicaragua	1
South Africa	1

## Commodity Destinations

- Shipments
- No Shipments

## Commodities Shipped

- Oak Pieces for Winemaking
- Bird Seed
- Animal Feed
- Herbs/Spices
- Nursery Plants
- Lumber
- Vegetable Seed
- Ferns
- Grapevines
- Oak Wine Barrels
- Winegrapes

In 2014, the Sonoma County Department of Agriculture/Weights & Measures issued 129 Federal Phytosanitary Certificates for international shipments to 23 countries, and 45 State Phytosanitary Certificates for shipments within the United States. These certificates were issued by staff to assist the agricultural industry and ensure products produced or processed in Sonoma County meet the necessary import requirements. Phytosanitary certificates document that materials to be shipped have been inspected and certified free from pests as required by the importing state or country.



# TIMBER HARVEST AND COMMERCIAL FISH LANDINGS

## Timber Harvest

Year	Production	Unit (a)	Value
2014	13,440,000	board feet	\$3,843,276
2013	13,487,000	board feet	\$3,553,061

(a) value of timber immediately before cutting

Source: [www.boe.ca.gov/proptaxes/timbertax.htm](http://www.boe.ca.gov/proptaxes/timbertax.htm)  
Informational only



## Commercial Fish Landings \*

Species		Pounds	Value
Crab, Dungeness	2013	2,705,014	\$8,129,251
	2012	2,685,769	\$8,502,013
Salmon, Chinook	2013	632,506	\$3,727,970
	2012	575,937	\$2,757,192
Rockfish, all	2013	9,884	\$35,170
	2012	7,186	\$34,639
Halibut, California	2013	703	\$3,456
	2012	898	\$3,966
Miscellaneous	2013	150,919	\$145,796
	2012	147,271	\$145,839
Sablefish	2013	111,003	\$336,869
	2012	89,915	\$284,482
Lingcod	2013	1,082	\$3,811
	2012	857	\$2,139
Tuna, Albacore	2013	15,244	\$27,444
	2012	17,121	\$30,120
Cabezon	2013	1,136	\$5,637
	2012	1,448	\$6,563
<b>TOTAL</b>	2013	<b>3,627,491</b>	<b>\$12,415,404</b>
	2012	3,526,402	\$11,766,953

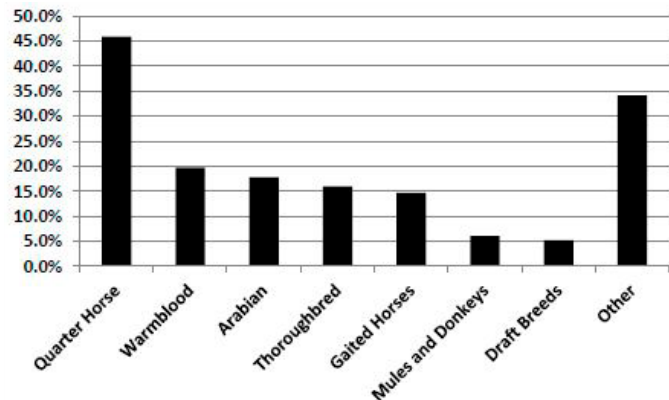
\* Most recent figures provided by California Department of Fish and Game. Source: [www.dfg.ca.gov/marine/landings/landings12.asp](http://www.dfg.ca.gov/marine/landings/landings12.asp)

Informational only

## Equine Population Information

There is an estimated 26,217 horses in Sonoma County. The table to the right depicts the types of horses owned in the county. Those classified as "other" include Mustangs, Morgans, Miniatures, Friesians, Appaloosas, and Welsh ponies.

Information courtesy of: the Center for Regional Economic Analysis at Sonoma State University and the Sonoma County Horse Council, 2014





# AGRICULTURE DIVISION SUMMARY

## In 2014 The Agriculture Division:

- Administered state and federal quarantine restrictions to combat the spread of the European Grapevine Moth (EGVM). Staff placed and serviced approximately 6,892 traps for early detection, performed 49 winery inspections, completed 95 grape hauler inspections, and provided outreach through emails and website updates. Due to the success of this program, commercial vineyard acreage under quarantine in Sonoma County was reduced from ~5,600 acres to ~900 acres in August 2014.
- Performed 86 inspections related to commercial and agricultural pesticide use in the County. These inspections include field worker and applicator inspections out in the field as well as headquarter/records inspections.
- Developed BMPs for agriculture within streamside setback areas required in the newly-adopted County Riparian Corridor Ordinance in collaboration with other county departments, resource agencies, and agricultural stakeholders. The department also conducted outreach and education to agricultural producers on complying with the County's new requirements.
- Improved customer service by expanding hours of public access to department's office and reassigned staff to provide a biologist on duty for half-day to respond to public phone and counter calls immediately and often in person.
- Created a new Land Stewardship Division. The division oversees VESCO, agricultural grading and drainage, frost protection, riparian corridor setbacks and best management practices (BMPs), and will lead the efforts to leverage practices implemented under VESCO to meet state water board requirements. These changes enhance the department's responsiveness to the increased emphasis on the environmental impacts of agriculture while fostering economic sustainability.

## *Did you know that in 2014 the Agriculture Division . . .*

- Inspected approximately 13,437 incoming shipments of plant material at nurseries and shipping terminals for exotic, invasive, and agricultural pests
- Issued 195 Producer Certificates and 24 Farmers' Market certificates for Certified Farmers' Markets
- Registered 32 new organic producers
- Inspected over 2.8 million chicken eggs for defects via representative sampling
- Issued 174 phytosanitary certificates for the export of plant material produced in Sonoma County
- Reviewed 130 vineyard/orchard development projects, which included 47 new projects and 83 replant projects, representing a nearly 5% decrease in acreage from 2013.
- Diverted 15,900 pounds of plastic containers from the landfill through the division's two recycling events with approximately 124 growers participating
- Inspected 38 shipments of household articles for the presence of Gypsy Moth, which includes thoroughly examining items such as BBQs, boats, cars, firewood, recreational vehicles, patio furniture, and other articles originating from portions of the United States infested with Gypsy Moth (*Lymantria dispar*)
- Surveyed over 1,100 Sonoma County producers in preparation for the 2014 Agricultural Crop Report
- Issued 590 Operator Identification Numbers and Restricted Material Permits for agricultural pesticide use, and conducted 27 investigations for suspected illnesses and complaints as part of the Pesticide Use Enforcement program
- Provided education and outreach to 1,055 growers and licensees through 24 workshops



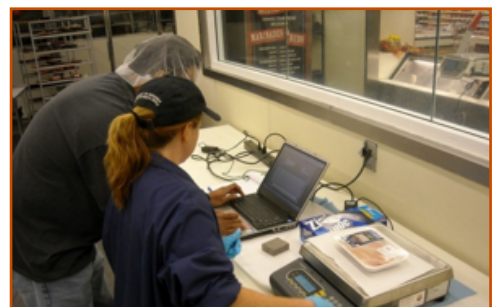
# WEIGHTS AND MEASURES DIVISION SUMMARY

**The Division of Weights and Measures** is committed to protecting the economic health of the community by preserving and maintaining confidence in the accuracy of weighing and measuring instruments, product standards, and business practices used in the local economy. California law gives county Weights and Measures officials the authority to enforce Weights and Measures laws in their respective counties as outlined in the California Business and Professions code. Through registration, inspection and verification services, the interest of Sonoma County buyers and sellers are protected through the following programs.

**Device Inspections:** The device inspection program regulates “commercial devices” used for buying and selling goods and services. Commercial devices are defined by law as any approved “device used in determination of the weight, measure, or count of any commodity or thing which is sold on the basis of weight, measure, count or thing upon which determination of a charge for service is based”. This includes devices consumers use daily such as fuel pumps, grocery store scales, taxi meters and mobile home park utility meters.

In 2014 the Weights & Measures Division registered over 31,126 commercial devices and inspected over 8,266 of these devices which included:

- 3,908 retail fuel meters (fuel pumps)
- 1,339 grocery store scales
- 475 utility electric meters
- 407 utility gas meters
- 573 utility water meters
- 136 taxi meters
- 111 liquid propane meters (LPG)
- 110 vehicle scales



**Price Verification:** Through the Price Verification Program, retail price accuracy standards are enforced under the authority of a local ordinance. Retailers using an automated “price look-up” system to charge a commodity price must register their systems with county Weights and Measures and undergo price verification inspections on an annual basis.

In 2014, over 675 local retailers were registered and inspected for pricing accuracy standards. Over 22,000 items were verified for pricing accuracy. Businesses failing their initial inspection were re-inspected until they received a passing accuracy score. Repeat violations are addressed through issuance of administrative penalties. In 2014, over 170 re-inspections were performed that resulted in 32 Administrative Civil Actions issued to local businesses found non-compliant with pricing accuracy standards.

**Petroleum Inspections:** Under the Petroleum Program, Weights and Measures officials inspect and verify petroleum advertisement requirements, dispenser labeling, underground fuel tank storage requirements, product labeling, and disabled driver assistance requirements. Fuel contamination and fuel specification complaints are also investigated in order to ensure that locally sold fuels meet required specifications.

**Package Inspections:** The Weights and Measures Division inspected over 6,520 items sold through local businesses. Of these items, 624 were taken off-sale for “short-weight” issues and 711 items were taken off sale for non-compliant label related issues.

**Weighmaster Program:** Under the Weighmaster Program, Weights and Measures officials have been helping combat the ongoing metal theft problems by concentrating their inspection efforts on local “scrap metal” dealers. Local scrap metal dealers are being educated and inspected for compliance with new states laws that address record keeping requirements, theft alert requirements and water quality permit requirements that address heavy metal leaching in to local water ways.

**Consumer Complaints:** Weights and Measures also investigated consumer complaints that dealt with false advertisement claims, deceptive packaging issues, improper product labeling, short measure firewood sales, fuel contamination, and fuel quality complaints. In a given calendar year, Weights and Measures logs and investigates over 100 consumer complaints related to a wide range of consumer products.



# WINNING AG DAY ESSAY

## Winning Ag Day Essay

*Ag Days is a Sonoma County tradition. The Sonoma County Farm Bureau annually sponsors the two-day event, which is a celebration of Sonoma County Agriculture and the rich heritage that continues to define a way of life for Sonoma County residents. Ag Days offer an opportunity for thousands of school children to learn more about farming and where their food comes from, allowing them to connect with the farms and ranches that blanket the county. An essay writing contest is one of many farm-themed contests held each year, which also include posters, murals, scarecrow building, and farm photography. Following is the winning Ag Days Essay. The theme this year is "Sonoma County - Farm Powered".*

### Sonoma County — Farm Powered

Olivia Esparza, 6th Grade  
Roseland Elementary School

Agriculture! When I hear the word agriculture I think of farming, crops, and animals. Agriculture is considered the business of farming and raising animals. Agriculture is also a job and a business that requires a lot of hard work and dedication. If we didn't have agriculture we would not have a lot of the foods we have today. Those are some reasons why agriculture is important.

Agriculture is a business that raises farm animals and plants food. It farms all types of vegetables, fruits, and grains as well. It also raises animals such as cattle, sheep, pigs, chickens, turkeys, and fish for food as well. The crops we usually have include corn, tomatoes, peppers, strawberries, grapes etc. These are only some of the fruits and vegetables that are in agriculture.

Agriculture is not only a job, it is something that you must be dedicated to. Those vegetables that kids don't eat; someone else has spent a lot of time into them and they go to waste! People that work in agriculture should be very highly paid and appreciated for their hard work and dedication.

Agriculture is a very important part of our civilization. Without agriculture a lot of our food would be gone. Including our chicken, fish, and many more than just fruits and vegetables because agriculture is much more than just fruits and vegetables. Agriculture is a huge part of our community. This is a reason why we need and should keep Sonoma County Farm Powered!!!





## VISION

A thriving agricultural industry, healthy community, environment, and economy

## MISSION

To promote and protect agriculture, the health and safety of our community, environment and the economy through education and the enforcement of laws and regulations

## AGRICULTURAL COMMISSIONER/SEALER OF WEIGHTS and MEASURES

***Tony Linegar***

### Assistant Agricultural Commissioner

Lisa Correia

### Chief Deputy Agricultural Commissioner

Sue Ostrom

### Chief Deputy Sealer of Weights and Measures

Fernando Vasquez

### Deputy Agricultural Commissioner

Pete Albers - Dan Curtin - Priscilla Lane

### Senior Agricultural Biologist / Standard Specialist

Michael Barrett - Cree Morgan - Andrew Smith - Paul Turano  
Marilyn Vernon

### Agricultural Biologist / Standards Specialist

Colleen Boe - Gayle Carter - Jessica Cassatt - John Guardino  
Travis Howard - David Jagdeo - Thomas LeClere - Katy McCoy  
Alex McVicker - Michael Milligan - Jeff Yparraguirre

### Wildlife Specialist

Jeff Furlong - Justin Felton

### Agriculture and Vineyard Conservation Coordinator

Gail Davis

### Vineyard Erosion Engineering Technician

Andy Casarez

### Administrative Services Officer

Natalie Brunamonte

### Executive Secretary

Gretchen Melendy

### Department Analyst

Esther Martinez

### Administrative Support Staff

Sue Fellbaum - Mary Halasz - Michelle Johnson - Kamal Kaur  
Nina Reeser

### Senior Agricultural Program Assistant

Lisa Bell - Maggie Furlong - Adam Weinberg

### Agricultural Program Assistant

Jordan Ash - Anna Ashbeck - Pierpaolo Aymar  
Mitch Bamford - David Burtis - Kristina Cassidy  
Kim Covington - Kelly Dabney - Lareina Earls - Carmen Giuffre  
Beverly Hammond - Steve McKelvey - John O'Keeffe  
Brian O'Malley - Tim Van Deren - Jody Vent - Ben Walker  
Cody Wilson - Brittney Yolo



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number:** 48  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** June 23, 2015

**Vote Requirement:** Majority

**Department or Agency Name(s):** Sonoma County Economic Development Board

**Staff Name and Phone Number:**

Ben Stone (707) 565-7170

**Supervisorial District(s):**

All Districts

**Title:** Presentation of 2014 Annual Report for the Economic Development Board

### **Recommended Actions:**

Accept the 2014 Annual Report for the Economic Development Board

### **Executive Summary:**

The Economic Development Board (EDB) reports to the Board of Supervisors and community annually on its work to promote Sonoma County as an attractive place to do business and to foster job growth. Staff work to maintain a dialogue with the business community to anticipate and resolve emerging issues, identify and bolster business clusters that are critical to ensuring a sound economy, and provide forecasts of future economic trends through major conferences and economic reporting.

The EDB presents this progress report to highlight key results, and the details of EDB programs and projects are provided in the 2014 Annual Report that is on file with the Clerk of the Board.

### Activity Highlights

- The Business Assistance Program provided assistance to 501 businesses in 2014, and EDB staff completed more than 200 on-site business visits. The top three services provided by the EDB to assist these businesses were business marketing reports, license and regulatory help, and business-to-business connections. These 501 businesses represent over 6,700 jobs in Sonoma County.
- Functions of the Business Assistance Program include the EDB's Business Hotline and a portfolio of Business Development Tools. The Hotline received over 180 calls in 2014 from prospective and current business owners seeking assistance with starting a business, addressing permitting and licensing issues, financing, marketing, etc. More than 500 business development reports were created for local businesses in 2014 to provide marketing lists, industry trend reports, site selection profiles, etc.

- Through a new workforce assistance program the EDB is partnering with the Workforce Investment Board and Sonoma County Job Link to expand its services to help employers hire, retain and expand their workforce. In the second half of 2014 there was a significant rise in companies identifying workforce as a prevalent business challenge, and the EDB will work one-on-one with employers to address this developing challenge in 2015.
- Also underway is a new bilingual business assistance program to increase outreach and assistance to the growing Latino-owned business sector.
- To encourage entrepreneurial development, two significant projects were initiated in 2014. Through partnership with a nonprofit microloan organization, the EDB provided assistance to help 10 entrepreneurs start or expand their business in Sonoma County, representing 29 jobs and more than \$163,000 in approved financing. Additionally, after securing a grant for \$75,000 from the Metropolitan Transportation Commission and the Association of Bay Area Governments, the EDB provided technical assistance that encouraged low-income individuals to become self-employed as sole proprietors as a path to higher incomes. As a result of this program 10 businesses started or expanded.
- Approved by your Board in June 2014, Creative Sonoma is a unique program to support the creative economy. Engaging a broad spectrum of creative for-profit, non-profit organizations and individual artists, 2015 will be the first full year of operation for the program. Anticipated efforts include professional workshops, trainings, community forums, and connecting with partners throughout the county.
- The NExT Economy Project brought together the next generation of business leaders to identify how changing trends will affect the future of Sonoma County's key industry clusters. Proposed actions developed by participants centered around three categories: Innovative and Entrepreneurial Approaches, Skills and Talent Pipeline, and Healthy and Vibrant Communities. The next phase of the project, NExT 2.0, will focus on actions outlined in the NExT Economy Project Report and Action Plan (approved by your board in April 2015).
- Four major economic conferences and multiple workshops were held, engaging over 1,500 business, government, education, community and non-profit leaders. The events featured leading economists from various organizations who delivered information on economic trends to prepare Sonoma County's business community for coming opportunities and challenges.
- The talent attraction website Sonoma County Connections received 18,000 page views in 2014.

<b>Prior Board Actions:</b>			
The Economic Development Board presented the 2013 Annual report on June 24, 2014 as a part of our yearly progress reports to your Board.			
<b>Strategic Plan Alignment</b> Goal 2: Economic and Environmental Stewardship			
The Economic Development Board strives to enhance the value of local, domestic, and international demand for Sonoma County produced goods and services through the creation and development of economic research, analysis, and programs.			
<b>Fiscal Summary - FY 13-14</b>			
<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$</b>	<b>Total Sources</b>	<b>\$</b>
<b>Narrative Explanation of Fiscal Impacts (If Required):</b>			
None.			
<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
None.			
<b>Related Items "On File" with the Clerk of the Board:</b>			
2014 Annual Report for the Economic Development Board			

# 2014 Annual Report

## Sonoma County Economic Development Board





# Highlights

## **Sonoma County By the Numbers:**

- **5.6% Unemployment in 2014**
- **8,500 new jobs in 2013**
- **2.4% GDP increase**
- **4.9% sales tax revenue increase**

# Business Assistance

**Assisted 501 businesses in 2014  
representing 6,700 jobs**

- An increase of 26% from 2013

## Programs

- Business Retention and Expansion
- Business Development Tools
- Business Hotline
- Workforce Solutions

# Business Assistance

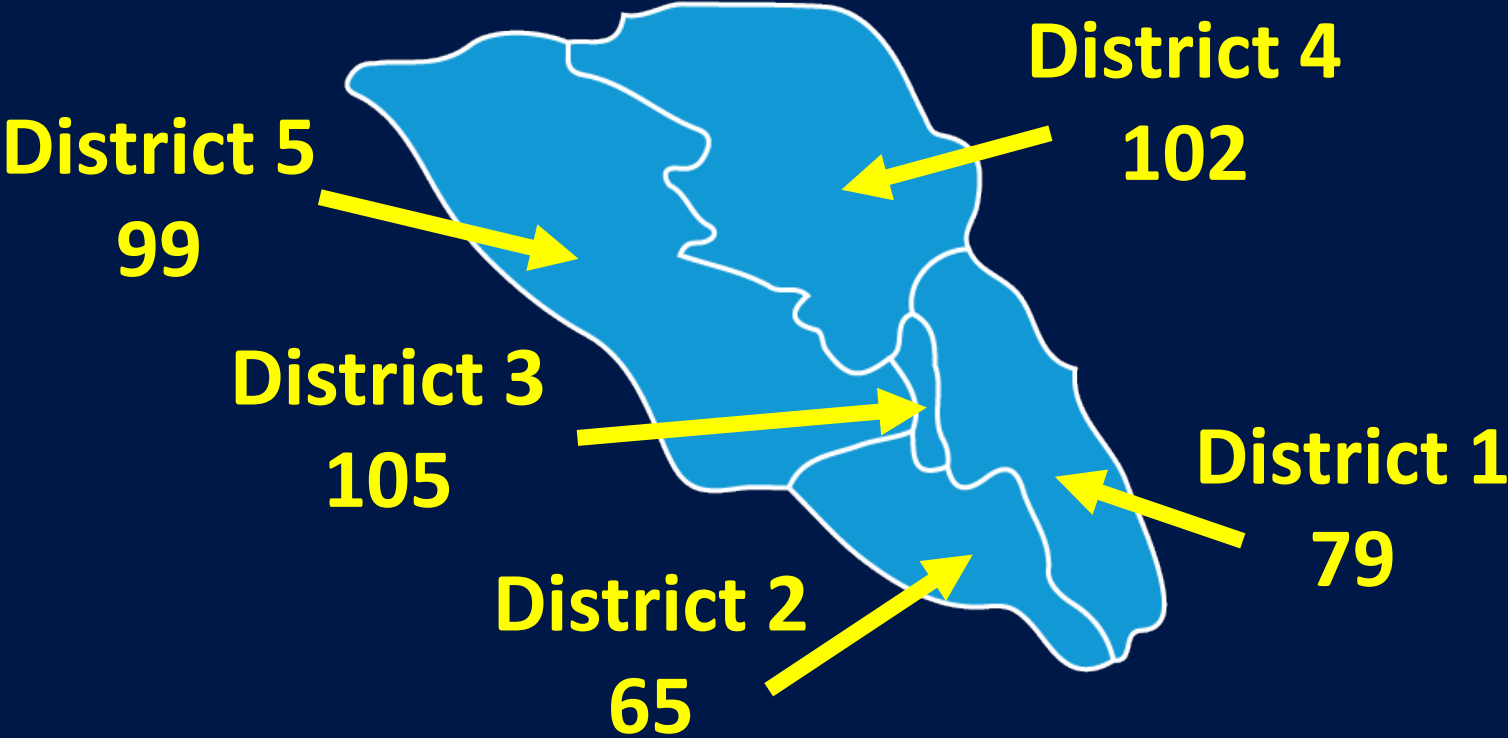
## Top 3 Services Provided

- Business marketing reports
- License and regulatory help
- Business-to-business connections

## Top 5 Industries Assisted

- Manufacturing
- Retail Trade
- Professional, Scientific and Tech
- Hospitality and Food Services
- Construction

# Business Assistance



# Entrepreneurial Development

## Microloan Funding

- 10 businesses started or expanded
- 29 jobs created

## Microenterprise Development

- \$75,000 grant
- Identify low-to-moderate income earners as candidates for self employment

# Industry Initiatives

## **NExT Economy Project**

- Future challenges and opportunities

## **Creative Sonoma**

- 2 community forums
- New director hired in early 2015

## **Sonoma County Restaurant Week**

- \$2.8 million economic impact in 2014
- 137 participating restaurants

# 2015 Projects

- **Workforce Assistance**
  - **Talent Attraction**
  - **Latino Business Services**
  - **Agriculture & Outdoor Recreation  
Business Councils**
  - **NExT Economy Project 2.0**
  - **2016: Year of the Entrepreneur**
-

# Thank you for your support.



## Questions?



Sonoma County  
Economic  
Development  
Board

*EMPOWERING BUSINESS TO SUCCEED*

**2014 ANNUAL REPORT**

*The EDB's assistance has been invaluable in helping me navigate the multi-agency development process. It would have simply been impossible without them.*

Will Foss, Kenwood Restaurant

*When I worked with the Sonoma County EDB I found that the help and referrals came at no cost. As a veteran, this allowed me a piece of mind that there are people that are willing to listen and help and I am not alone on my mission.*

Joe Meisch, Meisch Temple Massager

## 2015 EDB BOARD

Pam Chanter, Chair | Vantreo Insurance Brokerage  
Joe Orlando, Vice Chair | Frank, Rimerman + Co.  
Melanie Bagby | Sirius Mac Solutions  
Libby Harvey FitzGerald | FitzGerald Consultants  
Linda Kachiu | Zainer Rinehart Clarke  
Michael Nicholls | Nicholls Associates  
Nick Papadopoulos | Bloomfield Organics  
Michael Tomasini | Bank of the West  
John Webley | Innovative Labs

## 2015 SONOMA COUNTY BOARD OF SUPERVISORS

Susan Gorin, Chair | First District  
David Rabbitt | Second District  
Shirlee Zane | Third District  
James Gore | Fourth District  
Efren Carillo | Fifth District

## EDB STAFF

Ben Stone, Executive Director  
Al Lerma, Program Manager

## ADMINISTRATIVE

Colette Thomas, Administrative Aide  
Val Rose, Administrative Aide  
Ann Gospe, Event Coordinator

## BUSINESS ASSISTANCE

Ethan Brown, Entrepreneurial Services  
Heather LoBue, Workforce Business Services  
Christine Palmer, Business Development Tools  
Tim Ricard, Business Retention & Expansion  
Marcos Suarez, Latino Business Services

## CREATIVE SONOMA

Kristen Madsen, Director



## **The Sonoma County Economic Development Board is pleased to present its 2014 Annual Report.**

2014 was another strong year of growth for the local economy, and the Economic Development Board has worked hard to support and encourage business start-up, expansion and development in Sonoma County. This report covers our operations: from business assistance and industry support programs to events and reports. Some highlights from 2014 include:

- 501 businesses were assisted by the EDB's Business Assistance Program
- 8,500 jobs were added in Sonoma County
- More than 1,500 guests attended four major economic conferences hosted by the EDB
- 10 businesses started or expanded as a result of the EDB's microloan partnerships
- Increased industry cluster support programs through extensive work to develop the Creative Sonoma Arts Action Plan, the NExT Economy Project, the Agriculture Business Council, the Outdoor Recreation Council and more.

We are proud of the progress and programs we have developed over the past year, and we look forward to working with you in the future. As always, if you have any questions, please feel free to contact us at (707) 565-7170 or visit us online at [SonomaEDB.org](http://SonomaEDB.org).

Sincerely,



Pam Chanter  
EDB Chair



Ben Stone  
Executive Director



# H I G H L I G H T S

## E D B S U C C E S S S T O R I E S

### RETENTION



Retained a 30-employee manufacturing company, Empire West, Inc., by partnering with PG&E to significantly reduce energy costs.

### TAX INCENTIVES

Helped over 30 businesses apply and receive state tax and economic development incentives, saving businesses more than \$200,000.

### WORKFORCE

In partnership with the Workforce Investment Board, introduced a new hiring incentive program that offers Sonoma County employers subsidies covering up to 50% of the wages for new hires.

### FINANCING



Facilitated tax exempt financing for United Cerebral Palsy of the North Bay, Inc., a North Bay non-profit, totaling \$5.2 million.

### LATINO HERITAGE MONTH

To celebrate Latino Heritage Month, the EDB coordinated with 29 Latino-owned businesses to arrange business visits with their district Supervisor and EDB representatives. Pictured are Sonoma County Supervisors Susan Gorin, Efren Carrillo, David Rabbitt, Shirlee Zane, and Mike McGuire recognizing business owners.







## SONOMA COUNTY: 2014 BY THE NUMBERS

### 2.4% ▲ GDP INCREASE

Sonoma County's gross domestic product (GDP) increased by 2.4% from 2012-2013.\*

### 8,500 ▲ NEW JOBS

8,500 new jobs were created in Sonoma County in 2014. This is a 10.4% increase from 2013.

### 5.6% ▼ UNEMPLOYMENT RATE

Sonoma County's annual unemployment rate in 2014 was 5.6%, compared to 6.7% in 2013.

### 4.9% ▲ SALES TAX REVENUE INCREASE

Sales tax revenue increased by 4.9% from 2013-2014 and achieved a 10-year high.

### 5.2% ▲ BUSINESS FORMATION RATE

In Sonoma County, the number of businesses increased by 5.2% from 2012-2013.\* Statewide, the number of businesses increased by 1.9% over the same period.

### 74.3% ▲ HOTEL OCCUPANCY RATE

Sonoma County's hotel occupancy rate in 2014 was 74.3%, compared to 73.4% in 2013.

### 4.5% ▲ AIRPORT PASSENGER INCREASE (2013-2014)

\*Most current data available

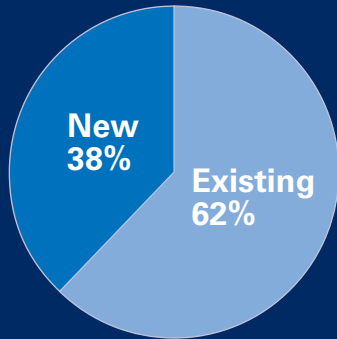
### COMMERCIAL REAL ESTATE VACANCY RATES

	2014		2013
RETAIL	4.4%	▼	4.9%
INDUSTRIAL	8.8%	▼	11.0%
OFFICE	18.9%	▼	21.8%



# 2014 METRICS

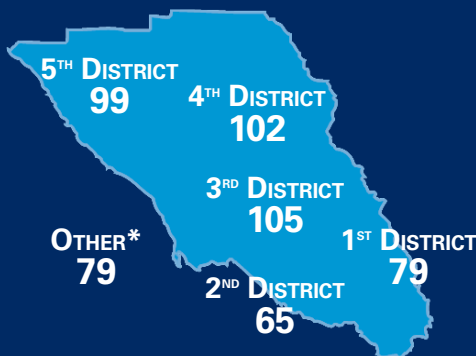
## BUSINESSES ASSISTED BY TYPE



## TOP 10 INDUSTRIES ASSISTED



## BUSINESSES ASSISTED BY SUPERVISORIAL DISTRICT



*\*Some requests for assistance are from businesses that do not have a physical location, and others are based outside of the County looking to relocate.*

# BUSINESS ASSISTANCE

## HELPING BUSINESS THRIVE

The EDB's Business Assistance Program builds relationships with local business owners to identify and solve business issues, address workforce needs and provide custom market analysis. Working directly with businesses to address and overcome challenges contributes to increased efficiency, improved performance, jobs and business growth in Sonoma County.





# NCE PROGRAM

ASSISTED 501 BUSINESSES  
IN 2014 REPRESENTING  
6,700 JOBS

## TOP 3 SERVICES PROVIDED

- Business marketing reports
- License and regulatory help
- Business-to-business connections

## PROGRAMS

### BUSINESS RETENTION & EXPANSION (BRE)

The EDB's BRE program uses extensive interviews to build relationships with local business owners, identifies and works to solve business issues and connects leaders with valuable local resources.

### BUSINESS DEVELOPMENT TOOLS

The EDB offers free, customized market research to provide new and established businesses with information concerning:

- Site selection
- Market demographics
- Industry trends
- New markets

### BUSINESS HOTLINE | 707-565-7589

The Hotline offers rapid service for start-up and growing businesses by answering questions and troubleshooting issues about licensing, permitting, workforce, access to capital and more.

### WORKFORCE SOLUTIONS

In partnership with the Sonoma County Job

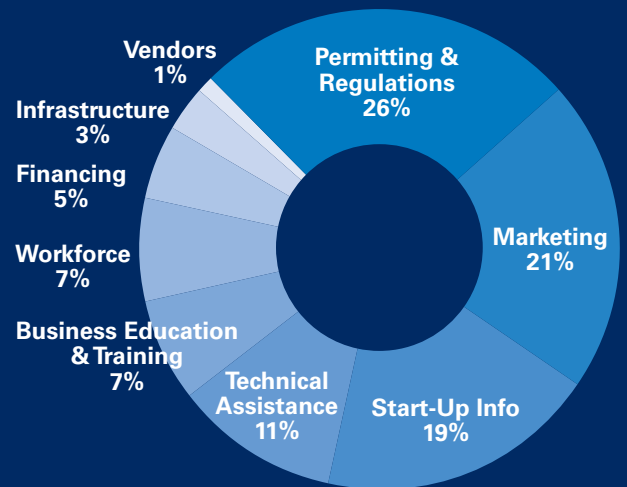
Link, the EDB provides valuable workforce support services including:

- Recruitment and retention
- Customized workforce trainings
- Subsidized hiring incentives
- Specialized hiring events

## 2014 METRICS

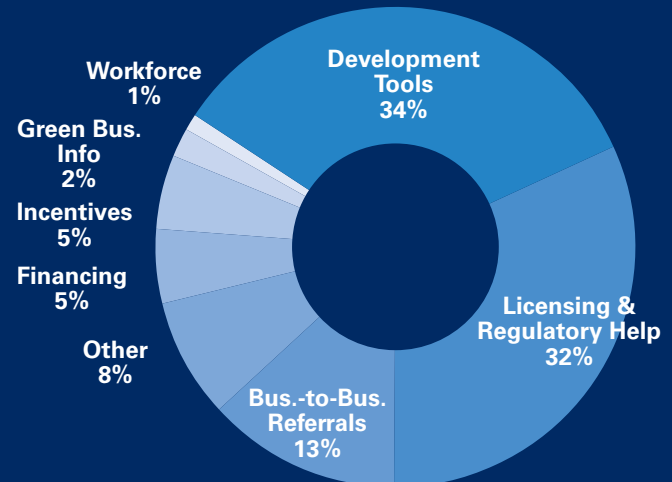
### BUSINESS CHALLENGES

775 Challenges Reported



### ASSISTANCE ACTIONS TAKEN

1537 Actions taken



# WHAT COMPANIES ARE SAYING ABOUT THE EDB

*Thank you very much for this most valuable information for our new food truck venture! This information will help us greatly to get started on the right foot with all the city and county's rules and regulations.*

Alexis Kambur, Business Start Up

*By working with the EDB, one can save time and get connected to decision makers. Any time I have called the service is fast and friendly. Usually right on the spot.*

Mike Runyan, LegalShield

*We appreciated the efforts of the staff at the EDB in helping local restaurants generate much needed business in this tough economic climate. Thank you! Great job!*

John Frenzel, Cattlemens

## ENTREPRENEURIAL DEVELOPMENT

### **Empowering entrepreneurs to start and grow new businesses in Sonoma County**

The EDB provides technical assistance for new businesses in their initial start-up phase and offers continued guidance through other business services for continued growth.

#### **MICROLOANS**

Since March 2014, 10 businesses have been created or retained, totaling 29 jobs and more than \$163,000 in approved microloans, as a result of the EDB's partnership with Working Solutions Microloan Fund.

#### **ECONOMIC OPPORTUNITY GRANT**

In 2014, 10 businesses were launched as a result of the EDB securing a grant for \$75,000 from the Metropolitan Transportation Commission and the Association of Bay Area Governments by proposing self-employment as a viable pathway to middle-wage jobs for LMI (low-to-moderate income) earners.

Seven business development workshops were also funded by the grant, engaging over 65 current and future business owners in Sonoma County.

## GREEN BUSINESS PROGRAM

### **Helping businesses operate in an environmentally responsible way in Sonoma County**

The Green Business Program assists with environmental best practices for waste minimization, water and energy conservation, and pollution prevention. To become certified, businesses are evaluated and must comply with industry-specific program standards.

#### **2014 HIGHLIGHTS**

- 26 certified businesses
- 88 consultations
- 225 businesses contacted
- 175 businesses enrolled







## INDUSTRY INITIATIVES

**Strengthening industries by building connections through innovative methods in Sonoma County**

### NEXT ECONOMY PROJECT

**NEXT** In Fall 2014, a group of 40 "next generation" business leaders in Sonoma County was selected to identify and analyze how future changes to economic inputs may affect Sonoma County's key industry clusters:

- Advanced Manufacturing & Technology
- Agriculture
- Construction
- Health & Wellness
- Sonoma Specialties (Wine, Food, Tourism, etc.)

The following three categories emerged as the focus for the next phase of the project: Innovative and Entrepreneurial Approaches, Skills and Talent Pipeline, and Healthy and Vibrant Communities.

### CREATIVE SONOMA ARTS ACTION PLAN

Developed by the EDB, Sonoma County's first-ever strategic Arts Action Plan was adopted by the Board of Supervisors in June 2014. This newly coordinated strategy aims to support and boost the County's diverse cultural and creative economy.

In 2014, input was collected through meetings with over 30 stakeholder groups including business, government, trade groups, education and non-profit officials. Two community forums were held, to inform and allow for community input, contributing to the final Action Plan.

### EMERGING SECTOR MEETINGS

In February 2014, the EDB convened stakeholder meetings with the following three emerging sectors:

- Craft Food & Beverages
- Tourism & Outdoor Recreation
- Creative & Cultural Arts


The purpose of the meetings was to help encourage growth by identifying opportunities and challenges within these sectors. Continuing efforts include the development of an Agriculture Business Council and an Outdoor Recreation Business Council, and implementation of Creative Sonoma.





## MARKETING INITIATIVES

### SONOMA COUNTY RESTAURANT WEEK

  
SONOMA COUNTY  
**RESTAURANTWEEK**

The fifth annual Sonoma County Restaurant Week generated a total economic impact of over \$2.8 million and 137 establishments participated. The week is a seven-day culinary celebration of Sonoma County's farm fresh food and premier artisanal products. A lunch option, new in 2014, was offered at participating restaurants.

### SONOMA COUNTY VISITOR CENTERS

In 2014, over 340,000 visitors walked into Sonoma County Visitor Centers. The EDB-supported visitor centers ensure visitors receive high-quality customer service, explore Sonoma County destinations with ease, spend valuable time and money within Sonoma County, and are motivated to return to Sonoma County.

### TALENT ATTRACTION

The EDB manages the [SonomaCountyConnections.com](http://SonomaCountyConnections.com) site to market and attract businesses looking to relocate to Sonoma County. In 2014, the site was visited by more than 18,000 new users, and received 47,000 total pageviews.

## 2014 EVENTS

In 2014, more than 1,500 people attended events hosted by the EDB. The annual events bring business, government, education, non-profit, and community leaders together to provide information about Sonoma County's key economic opportunities and challenges. The events provide an opportunity to connect, share ideas, discover local resources, and expand understanding of the business community.

### JANUARY | STATE OF THE COUNTY

Keynote Speakers Supervisors Mike McGuire and David Rabbitt  
Economist Dr. Jerry Nickelsburg, UCLA

### SPRING | ECONOMIC BRIEFING

Economist Steve Cochrane, Moody's Analytics

### FALL | ECONOMIC OUTLOOK

Economist Dr. Christopher Thornberg, Beacon Economics

### DECEMBER | SPIRIT OF SONOMA

Local chambers and trade organizations honored 20 individuals for their contributions to economic development and enhancement of their community.





# NESS CLIMATE

## ECONOMIC RESEARCH & FORECASTS

### Providing information about economic trends and projections for Sonoma County's future

In 2014, the EDB produced more than 20 economic forecast reports and distributed economic trend information. Many reports are used by businesses looking to start up, grow or relocate in Sonoma County.

More than 5,000 local business, government, education and community organizations receive economic reports and forecasts as they are produced throughout the year. The reports are available for free at [SonomaEDB.org](http://SonomaEDB.org).

### 2014 MAJOR REPORTS INDEX

- Business Climate Updates
- City Profiles
- Industry Reports
- Sonoma County Indicators (abridged and unabridged)
- Tourism Annual Report
- Transient Occupancy Tax Trends



## 2015 PLANS

### WORKFORCE ASSISTANCE

Help meet workforce needs by expanding the Business Assistance Program to connect employers to new employees, and address the growing demand for skilled workers.

### LATINO BUSINESS SERVICES

Implement a bilingual Business Assistance Program to foster growth in the expanding Latino business community.

### NAPA-SONOMA SMALL BUSINESS DEVELOPMENT CENTER (SBDC)

As the new location of the SBDC, the EDB is excited to expand its resources for Sonoma County's start-up and developing businesses by offering business workshops and counseling.

### CREATIVE SONOMA

Support and promote Sonoma's creative individuals, organizations and enterprises to enhance the county's collective innovation and cultural vitality through professional development, training, collaborations and resource development.

### AGRICULTURE BUSINESS COUNCIL & OUTDOOR RECREATION BUSINESS COUNCIL

Convene a broad cross-section of business and industry representatives to oversee efforts to engage and support these growing industry clusters.

### NEXt ECONOMY PROJECT 2.0

Continue efforts to anticipate and prepare for future economic opportunities by prioritizing potential actions from the report and engaging with other organizations to identify next steps.

### 2016: YEAR OF THE ENTREPRENEUR

Develop an action plan outlining a year-long focused strategy to celebrate the county's entrepreneurs and to strengthen the entrepreneurial ecosystem in Sonoma County for the 2016 Year of the Entrepreneur.

### TALENT ATTRACTION

Informed by a talent attraction task force of Sonoma County's key industries and employers, the EDB will work to update the [SonomaCountyConnections.com](http://SonomaCountyConnections.com) website.



# EDB SPONSORS

## DIRECTOR



## EXECUTIVE



## SPONSOR



707-565-7170

edb@sonoma-county.org

141 Stony Circle, Ste. 100, Santa Rosa, CA





## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number:** 49  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** June 23, 2015

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Susan Klassen, 707-565-2231

**Supervisorial District(s):**

All

**Title:** Future of the Sonoma County Waste Management Agency

### **Recommended Actions:**

Provide direction to staff regarding policy preferences and completion of the Sonoma County Waste Management Agency's waste management decision-making matrix.

### **Executive Summary:**

Staff is requesting direction regarding the Board's policy preferences and completion of the Sonoma County Waste Management Agency's (Agency) waste management decision making matrix. Staff is requesting direction on the following items:

1. Continuing a regional approach for composting, household hazardous waste, and education programs and planning and reporting activities.
2. Identifying who should oversee future regional operational and non-operational programs.
3. Providing input on the following components of a joint powers agreement for the continuation of the Agency if the Board's desire is to have the Agency continue operating one or more of the regional programs:
  - a. Voting requirements for budget approval, capital expenditures, and major program expansion.
  - b. Implementing super majority voting procedures for real property, incurring debt, adopting annual budgets, core programs, expenditures greater than \$250,000 and amendments to the Joint Powers Agreement (JPA).
  - c. Maintaining the governance model that allows for a mixture of jurisdiction staff and elected officials or implementing a governance model of only elected officials.
  - d. Developing a mechanism for members to opt out of some Agency programs.
  - e. Identifying issues with specific language in the current JPA and amendments and in the proposed Third Amendment to the JPA.
4. Providing input on what additional information the Board needs, if any, from staff in order to make policy decisions on the continuation of regional programs.

## BACKGROUND:

There was a three-year County City Solid Waste Advisory Group (SWAG), a collaborative process between the Cities, the County and a diverse group of public stakeholders, to address regional solid waste planning issues. This public process was launched, by the County Board of Supervisors in December, 2009, to build consensus regarding Sonoma County's long-term solid waste and recycling strategy. The participants in the SWAG process recognized the significant challenges facing Sonoma County to make the necessary enhancements to our current system to accomplish their established policy goals of protecting the environment, increasing diversion, and reducing greenhouse gas emissions, managing our own waste stream in-county, addressing long-term liability and doing all of this on a cost effective basis for the ratepayers.

One of the significant issues facing the region is that the Sonoma County Waste Management Agency, which was established in February 1992 through a Joint Powers Agreement (JPA) of all the cities and the County, is scheduled to expire in February, 2017. During the past year, the Agency discussed extending the JPA, beyond its current expiration date of February 2017. In December 2014, the Agency Board failed to reach a unanimous agreement on a proposed JPA Amendment that suggested changes including a governance structure, voting requirements, expenditure authorities, and eliminating the termination date.

Early in 2015, Agency staff proposed a Third Amendment to the JPA to simply extend the term leaving other issues to be addressed in the future due to concerns about the commitments made to the Regional Water Quality Control Board in the Zero Discharge Plan for the Compost Facility. In March, the consideration of the Third Amendment to the JPA was deferred by the Agency Board, who requested that each member agency respond to the questions included in the Waste Management Decision Matrix to clarify the members' interest in extending the Agreement and other changes. With the planned Compost facility shut down in October, 2015, the need to comply with the terms of the Zero Discharge Plan, becomes moot and no longer creates the urgency to determine the future of the Agency giving all participating jurisdictions more time for thorough consideration of the pros and cons of various service delivery options for the core regional programs.

The biggest issue faced by the Agency today, is the proposed construction of a new state-of-the-art composting facility that includes zero discharge of compost impacted storm water and negative air pressure to contain odors. Such a facility would require financing to construct which would rely, in part, on Agency viability through a long term debt service or waste commitment period. The commitment to finance debt has not been approved by the Agency Board and is currently not allowed under the existing Agreement.

In addition, at the request from some of the cities and the Agency, on April 30, 2015, the County requested proposals from Republic Services (Republic) pursuant to the Master Operations Agreement (MOA) for operating the future compost facility and the household hazardous waste facility. The MOA allows the County, on behalf of itself and the cities that committed their waste to Republic, to seek proposals from Republic to operate one or both programs. County staff has met with Republic and Republic has indicated their willingness to provide proposals. As it relates to the Household Hazardous

Waste (HHW) agreement, the discussion has centered about Republic accepting assignment of the existing contract and then determination of how the cost of disposal and the amount of cost Republic would add to take over administration of the program. As it relates to a proposal for Compost, Republic currently does not have enough information to prepare a detailed cost proposal, but is willing to put together a description of how they would approach providing a compost facility to the region, what information they would need and what steps they would take to get to a point where they could provide a definitive cost proposal. The MOA specifies that as a part of Republic's proposal for a compost facility, they would provide an opportunity for Sonoma Compost Company to become their subcontractor to run the day to day operation, by entering into good faith negotiations with Sonoma Compost. The MOA does not obligate the County to enter into an agreement with Republic for compost services if satisfactory terms and prices cannot be reached. Republic should be able to provide information on HHW and an outline of an approach to development of a proposal for Composting in July 2015.

#### DISCUSSION:

Staff has prepared, for the Board's discussion and direction the attached recommendations on the Waste Management Agency Decision Matrix, (Matrix) see Attachment A. The recommendations were prepared with input from Supervisor Zane who is the Primary County Representative on the current JPA Board, and Supervisor Gorin who is the Alternate County Representative. These recommendations have also been prepared with the SWAG goals in mind.

The Agency provides both "Operational Programs" – Composting and Household Hazardous Waste, and "Non-Operational Programs" – Planning and Policy, Outreach and Education, and Diversion Reporting. All of these programs are valuable to the region and serve to meet the SWAG goals.

The primary recommendation is that the County of Sonoma continues its commitment to support the provision of the current services provided under the JPA, using a regional service delivery model. Staff recommends that the Board indicate their preference to *not* extend the JPA, but seek alternative delivery models to provide these valuable services to meet SWAG goals. For Operational programs, staff recommends having Republic Services operate the programs assuming reasonable rates and terms can be negotiated. For Non-Operational Programs, staff recommends exploring transferring activities such as planning and policy, outreach and education to an existing regional agency, such as the Regional Climate Protection Authority (RCPA). More details on these recommendations are discussed in the Matrix and will be presented during the oral staff report.

Should there ultimately be strong regional support for the Agency to continue, staff has provided recommendations to the more detailed questions in the Matrix which address how the future JPA should be structured. If the Agency does continue, the County has several unique issues to consider as it provides input on the potential future JPA. Most importantly that the County is the owner of the property that the JPA uses to run the Household Hazardous Waste program, and one of the two potential locations for the future compost facility that the Agency is studying. In addition, the County's Contractor, Republic Services, collects the Agency fees as a part of the disposal fees at the five County owned disposal facilities. Finally, the County has an MOU with the JPA which requires the County to provide staff to the Agency, the six staff positions are included in the County's Refuse Enterprise Budget and are housed in the Department of Transportation and Public Works. The Agency also, utilizes the

services of Human Resources, Purchasing, Auditor and Treasurer. The County is reimbursed by the Agency for all of the services it provides.

The rest of the cities have considered the Agency's matrix and their responses are attached in Attachment B. All cities have indicated support for a regional services delivery model. A majority have indicated general support for a continued JPA. Several cities have discussed the need to look at alternates to the Agency continuing responsibility for the Compost Program and/or the Household Hazardous Waste programs. Three of the cities, Healdsburg, Rohnert Park and Petaluma, have indicated a preference for contracting directly with the County to provide all of the services now provided by the Agency. Santa Rosa has indicated that it does not have enough cost comparative information to answer the question of who should operate the various regional programs.

In the course of analyzing potential alternatives to the Agency, the City of Petaluma commissioned a study by R3 Consulting (attached as Attachment C) to look at whether they could cost effectively provide the Agency programs themselves for City of Petaluma residents. The study concluded that upon withdrawal from the Agency the City of Petaluma could replace Composting/Organics, Education and Outreach, and Planning and Reporting services currently provided at little or no additional cost to the city. The study also concluded that the same approach was not recommended for the Household Hazardous Waste program which would cost them significantly more to provide on their own. It should be noted that the City of Petaluma already contracts to haul their green waste to the Redwood Landfill and as such has an option for organics established that other cities do not.

#### FINANCIAL CONSIDERATIONS:

A key consideration and goal of the SWAG was to provide solid waste and recycling services to the region in an efficient and cost effective manner.

The Agency's overall annual budget is \$11,000,000, with approximately \$ 8,000,000 being the organics program. Approximately \$ 800,000 is spent on the 6 staff positions. Of the \$ 11,000,000 annual budget, \$ 1,600,000 is generated from the Agency's surcharge on materials delivered to the County disposal sites (the surcharge is currently \$4.85 per ton of materials). Most remaining revenue is from use of existing reserves or comes from interest on pooled cash and grants.

The individual programs are funded as follows:

**Compost Program:** This program is operated as a separate enterprise, expenses are funded directly using the tip fees for wood and yard waste when they are brought to the five County disposal facilities.

**Household Hazardous Waste:** Approximately 78% or \$1,250,000 of the Agency's surcharge (\$4.85 per ton of waste delivered to County disposal sites) funds the Household Hazardous Waste operations.

**Planning and Reporting:** Approximately 2.5% or \$ 40,000 of the Agency's surcharge funds the reporting functions.



**Outreach and Education:** Approximately 19.5% or \$ 315,000 of the Agency’s surcharge funds the education components.

If the Agency were not to continue, the revenues generated by the \$4.85 surcharge could be used to fund the continuation of the regional programs currently supported by the surcharge and transferred to other identified partners to oversee those programs. For the Compost program the new operator could directly collect the tipping fees to operate the program. Staff believes that by consolidating programs with already existing operators, such as Republic and the RCPA, that there would be regional savings of staff and administrative costs. However, more in depth analysis will need to be performed to determine actual savings.

**NEXT STEPS:**

1. Staff will modify the matrix based upon Board direction and submit it to the Agency for their next scheduled meeting.
2. If there is interest by a majority of Agency participants in the concept of transferring policy outreach and planning issues related to solid waste to the RCPA, then staff will work with both the RCPA and the participating jurisdictions to further explore the feasibility of this option.
3. Staff will continue to work with Republic Services over the next 30 days to provide the Agency participants with an initial outline of an approach which would lead to a proposal from Republic for Compost and HHW programs.

**Prior Board Actions:**

None.

**Strategic Plan Alignment**      Goal 2: Economic and Environmental Stewardship

The Sonoma County Waste Management Agency’s job is to inform local residents and businesses of ways they can help reduce, reuse and recycle their solid waste and properly dispose of hazardous materials.

**Fiscal Summary - FY 15-16**

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

**Narrative Explanation of Fiscal Impacts (If Required):**

No immediate financial impact as a result of this board action.

**Staffing Impacts**

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

**Narrative Explanation of Staffing Impacts (If Required):**

**Attachments:**

**A:** Waste Management Decision Matrix; **B:** Other jurisdictions answers to the Matrix; **C:** R3 Report for City of Petaluma

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

None.

STAFF RECOMMENDATIONS ON PROPOSED RESPONSES

No.	Issue Description	County Response	Discussion
1a	Do you want to continue a regional approach for dealing with Composting?	Yes	The County supports having a regional state-of-the-art in-county Composting Facility for all residents.
1b	Do you want to continue a regional approach to provide Household Hazardous Waste, Education, Planning and Reporting?	Yes	
2	If Yes, what is your preference on who performs these functions? (Agency, County, Private Entity, Mix)	See below: 2a, 2b	
2a.	<b>Operational Programs: Wood and Yard Waste Programs and HHW Program</b>	County through its Private Contractor Republic Services	If Compost facility and HHW remain on County property, for efficiency of operations, staff recommends that the County as lead agency working with our private partner Republic Services, oversee these two operational programs, assuming reasonable rates can be negotiated. Besides efficiency, having Republic operate the two programs at the Central Disposal site will also provide liability protection to the County and the committed cities under the provisions of the Master Operations Agreement (MOA). In addition, under the terms of the MOA, Republic is obligated to negotiate in good faith with Sonoma Compost over terms, whereby Sonoma Compost would be Republic's subcontractor.
2b.	<b>Non-Operational Programs: Reporting, Policy, Planning and Outreach Activities</b>	County staff recommends that the remainder programs of the Agency could be taken over through a combination of the County doing the Reporting functions, and possibly the Regional Climate Protection Agency (RCPA) taking on the Regional Policy, Planning and Outreach.	<p><b>Reporting:</b> County staff believes that the County has the technical expertise to take over the reporting function, if funds are provided to cover the County staff costs.</p> <p><b>Policy, Planning and Outreach:</b> County staff has had initial discussions with the Executive Director of RCPA who is in favor of exploring the possibilities. The RCPA is currently working on Climate Action 2020. It is a collaborative effort among the 9 cities and the County to take further actions in reducing greenhouse gas (GHG) emissions community-wide and respond to the threats of climate change. It is estimated that by 2020 the solid waste sector will generate 5.4 % of the total GHG emissions in Sonoma County. Recommendations that may come out of the Climate Action 2020 related to greenhouse gas reductions in the solid waste sector, are likely to include such public policy and planning concepts as increasing diversion, reducing organics that are in the waste stream (to reduce GHG generation from our regional landfill), maximizing renewable energy generation, etc. There is a very clear nexus between the activities of the RCPA and the activities undertaken by the Agency in this regard. As part of the RCPA's Climate Action 2020 as well as other initiatives, the RCPA already has outreach and education activities they provide. Having the RCPA take on the other components addresses the recommendation of the SWAG to have elected officials from the various jurisdictions provide policy direction and input on waste diversion issues. In addition, the RCPA may provide a very cost effective and efficient forum by which to continue the public policy, planning and outreach efforts currently provided through the Agency, while offering the benefits of bringing these activities into an existing organizational structure thereby, reducing the number of agencies the jurisdictions in Sonoma County support. Folding one agency into another existing larger agency could be very cost effective due to the ability to share management, and administrative costs.</p>

STAFF RECOMMENDATIONS ON PROPOSED RESPONSES

No.	Issue Description	County Response	Discussion
<p><b>IT IS THE COUNTY'S PREFERENCE TO LOOK AT ALTERNATIVES OTHER THAN THE CONTINUANCE OF THE SONOMA COUNTY WASTE MANAGEMENT AGENCY JPA. HOWEVER, IN THE EVENT THAT THE PARTICIPATING JURISDICTIONS COME TO CONSENSUS TO CONTINUE THE JPA,THE FOLLOWING ANSWERS ARE PRELIMINARY RECOMMENDATIONS.</b></p>			
3	If the Agency were to continue, what is your preference on the term of the Agency?	See Discussion.	If the Agency continues, the County's preference is to limit the scope of Agency Programs to non-operational programs. Assuming Compost is not operated by the Agency in the future, the County does not believe there needs to be a specific term for the remainder programs.
4	If the Agency were to continue, do you want a unanimous vote requirement on the following items: Budget Approval, Capital Expenditure greater than \$50,000, Major Program Expansion?	No, unless the vote involves activities on County property.	If the Agency continues, the County's preference is to limit the scope of Agency Programs to non-operational programs.
5	If the response was that the Unanimous Vote requirement needs to be changed, would you prefer a supermajority approval of 8/10 for certain items?	Yes	There needs to be an alternative to the unanimous vote, but it needs to represent a majority of the population as well. If the largest jurisdictions representing 60-70% of the population of the County do not support an item then it should fail.
6	Or would you prefer a supermajority approval of 7/10 for certain items?	See discussion above under No. 5	
7a	Should a supermajority vote be required for Purchase of Real Property?	Yes	If the Agency continues, the County's preference is to limit the scope of Agency Programs to non-operational programs. Thus there should be no need to purchase property.
7b	Should there be a supermajority vote to incur Debt Greater than \$250,000?	Yes	If the Agency continues, the County's preference is to limit the scope of Agency Programs to non-operational programs. Thus there should be no need to incur debt.
7c	Should a supermajority vote be required to adopt the Annual Budget?	Yes	
7d	Should a super majority vote be required to add or delete Core Programs?	Yes	
7e	Should a supermajority vote be required for expenditure of funds greater than \$250,000?	Yes	This expenditure limit is too high, a super majority vote should be required for expenditures greater than \$50,000.
7f	Should a supermajority vote be required for future Amendments of the new JPA Agreement?	See Discussion	Amendments to the JPA Agreement should always go to individual jurisdiction's Council and the Board of Supervisors for approval.
8	If the Agency were to continue, do you wish to keep a governance model which allows for a mixture of jurisdiction staff and elected officials on the governing board?	No	
9	Do you wish to change to a governance model of only elected officials on the governing board?	Yes	The County believes that a future Agency should have a Board made up of elected officials, similar to how the City/County Solid Waste Advisory Group (SWAG) was structured and how the RCPA is currently structured.
10	Would you prefer a tiered structure of governance which includes a policy-making board composed of elected officials and a technical advisory committee composed of jurisdictional staff members?	No	

STAFF RECOMMENDATIONS ON PROPOSED RESPONSES

<b>No.</b>	<b><u>Issue Description</u></b>	<b><u>County Response</u></b>	<b><u>Discussion</u></b>
11	Do you wish to have a mechanism for members to opt out of some Agency programs?	No	Having the ability for jurisdictions to opt out of programs, defeats the purpose of having a JPA to begin with, to provide consistent regional programs requires consistent reliable funding. However, the County is willing to consider opt out provisions if there is not a negative financial impact to the Agency, and the jurisdiction that is opting out is not unfairly penalized.
12	Does your City/County Attorney have issues with specific language included in the current JPA and amendments? The proposed Third Amendment to the JPA? If so, please describe.		County Counsel is working cooperatively with Agency Counsel and the City Attorneys on a parallel track to work through particular language issues. At this point in time, Agency Counsel has indicated that he is waiting for further direction before circulating a draft joint powers agreement for review.

# City of Cloverdale



City Council/Successor Agency
Agenda Item Summary

Agenda Item: 4
Meeting Date: May 27, 2015

Table with 2 columns: Agenda Section (New Business) and Staff Contact (Paul Cayler, City Manager)

Agenda Item Title
Action on Recommendations from the Ad Hoc Committee Regarding Sonoma County Waste Management Authority's Matrix of Issues Related to Potential Joint Powers Authority Agreement Changes

Summary

At the City Council meeting of April 22, 2015, the Council received a presentation on the issues before the Sonoma County Waste Management Agency (Agency) related to potential changes in the agency's joint powers authority (JPA) agreement. The Council reviewed the numerous issues related amending to the existing JPA. The Agency has developed a "Matrix of Issues and Questions" (Matrix) as a way to clarify the numerous issues facing the Agency. The Council conducted a preliminary review of the issues set forth in the Matrix. Due to the fact that the Matrix issues are complex, the Council gave direction to refer the matter to an Ad Hoc Committee of Mayor Bob Cox and Councilmember Carol Russell to review the Matrix, and then make recommendations to the City Council.

Mayor Cox and Councilmember Russell met with City staff for a detailed review of the Matrix on May 19, 2015. The Ad Committee made a recommendation to each question set forth in the Matrix, and then indicated the strength of preference for each recommendation. The Ad Hoc Committee's recommended answers to the Matrix are set forth in Bold as follows:

- 1) Do you want to continue a regional approach for dealing with the following programs?
a. Composting: YES - This is a "must have".
b. Household Hazardous Waste: YES - This is a "slight preference".
c. Education: YES - This is a "slight preference".
d. Planning and Reporting: Yes - This is a "must have".
2) What is your preference on who performs those services?
a. Composting: AGENCY - This is a "must have".
b. Household Hazardous Waste: AGENCY - This is a "slight preference".
c. Education: AGENCY - This is a "slight preference".
d. Planning and Reporting: AGENCY - This is a "must have".
3) If there is a preference for responsibilities remaining with the Agency, what is your preference on the term of the Agency: No fixed term - This is a "must have".
4) Do you wish to have a mechanism for members to opt out of some Agency programs? Yes - This is a "slight preference".
5) Do you want a unanimous vote requirement on the following items: Budget Approval, Capital Expenditure greater than \$50,000 and Major Program Expansion? No - This is a "must have".
6) Would you prefer a supermajority approval of the items?
a. Purchase of Real Property: Yes - This is a "must have".
b. Incur Debt Greater than \$250,000: Yes - This is a "must have".
c. Adopt Annual Budget: Yes - This is a "must have".
d. Adopt Additional Core Programs: Yes - This is a "must have".
e. Expenditure of Funds Greater than \$250,000: Yes - This is a "must have".

## Attachment B

f. Amendments of the New JPA Agreement: **Yes – This is a “must have”.**

7) What do you want to comprise a supermajority? **7/10's vote – This is a “slight preference”.**

8) Would you prefer a governance model which allows for a mixture of jurisdiction staff and elected officials or one which only allows elected officials? **Elected – This is a “must have”.**

9) Would you prefer a tiered structure of governance which includes a policy-making board and a technical advisory committee? **Yes – This is a “must have”.**

a. Would the policy-making board be composed of elected officials, staff, or a combination? **Elected – This is a “must have”.**

b. Would the technical advisory committee be composed of elected officials, staff or a combination? **Staff – This is a “must have”.**

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### Options

1) Approve the Ad Hoc Committee's recommended matrix responses; 2) Modify the recommended matrix responses; or 3) Reject the recommended matrix responses.

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### Budget/Financial Impact

Uncertain.

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### Subcommittee Recommendation

The Ad Hoc Committee formed by the City Council of Mayor Bob Cox and Councilmember Russell.

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### Recommended Council Action

The City Manager recommends that the City Council approve the Ad Hoc Committee recommended answers to the Matrix of Issues and Questions as set forth in the Summary section above, and direct the City Manager to communicate said answers to the General Manager of the Sonoma County Waste Management Agency.

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### Attachments:

None.

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# Windsor

DRAFT

Board Consensus at June 2014 Strategy Discussion (9 members present)	Questions Please respond to the degree of preference (e.g., no preference, slight preference, must have/showstopper)	Member Jurisdiction									Date: 4/15/15
		Cloverdale	Cotati	Healdsburg	Petaluma	Rohnert Park	Santa Rosa	Sebastopol	Sonoma	County of Sonoma	Windsor
9 yes	1. Do you want to continue a regional approach for dealing with the following programs?										3 - yes; 1 - not enough information on composting  4 yes 4 yes 4 yes
Consensus - yes	a. Composting										
Consensus - yes	b. Household Hazardous Waste										
Consensus - yes	c. Education										
Consensus - yes	d. Planning and Reporting									4 yes	
	2. What is your preference on who performs those services? (Agency, County, Mix)									3 - Agency until Feb; 2017; 1 - wants to see cost of County composting option  4 Agency 4 Agency 4 Agency	
Consensus Agency until Feb. 2017, but re-evaluate post Feb. 2017	a. Composting										
Consensus - Agency	b. Household Hazardous Waste										
Consensus - Agency	c. Education										
Consensus - Agency	d. Planning and Reporting									4 Agency	
Majority preferred no fixed term	3. If there is a preference for responsibilities remaining with the Agency, what is your preference on the term of the Agency? (25 Years, No Fixed Term)									2 - no fixed term; 1 - 25 years; 1 - Include language to make it easy to review the agreement at any time.	

DRAFT

No consensus reached; many different opinions	4. Do you wish to have a mechanism for members to opt out of some Agency programs?									1 - No, unless remuneration is applied to exiting member to cover cost of loss revenue; 1 - no but perhaps with substantial notice and an opt-out fee; 1 - no; 1 - yes
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DRAFT

Board Consensus at June 2014 Strategy Discussion (9 members present)	Questions Please respond to the degree of preference (e.g., no preference, slight preference, must have/showstopper)	Member Jurisdiction								Date: 4/15/15	County of Sonoma Windsor
		Cloverdale	Cotati	Healdsburg	Petaluma	Rohnert Park	Santa Rosa	Sebastopol	Sonoma		
2 yes	5. Do you want a unanimous vote requirement on the following items: Budget Approval, Capital Expenditure greater than \$50,000, Major Program Expansion?										4 - no
7 yes	6. Would you prefer a supermajority approval of the items?										3 - yes and the supermajority should be 8/10; 1 - yes and the supermajority should be 7/10
	a. Purchase of Real Property										See question 6
	b. Incur Debt Greater than \$250,000										
	c. Adopt Annual Budget										
	d. Adopt Additional Core Programs										
	e. Expenditure of Funds Greater than \$250,000										
	f. Amendments of the New JPA Agreement										
1 yes	7. What do you want to comprise a supermajority?										
6 yes	a. Library JPA (7/10) b. 8/10 Vote										

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Board Consensus at June 2014 Strategy Discussion (9 members present)	Questions Please respond to the degree of preference (e.g., no preference, slight preference, must have/showstopper)	Member Jurisdiction								Date: 4/15/15	
		Cloverda	Cotati	Healdsburg	Petaluma	Rohnert	Santa Rosa	Sebastopol	Sonoma	County of Sonoma	Windsor
No consensus reached; many different opinions	8. Would you prefer a governance model which allows for a mixture of jurisdiction staff and elected officials or one which only allows elected officials?										3 - mixed; 1 - lean toward electeds
Majority - tiered structure	9. Would you prefer a tiered structure of governance which includes a policy-making board and a technical advisory committee?										Moot based on the response to question 8; do not see the need for a separate staff TAC if staff is allowed on Board
Majority - elected	a. Would the policy-making board be composed of elected officials, staff, or a combination?										
Majority - staff	b. Would the technical advisory committee be composed of elected officials, staff, or a combination?										

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Board Consensus at June 2014 Strategy Discussion (9 members present)	Questions Please respond to the degree of preference (e.g., no preference, slight preference, must have/showstopper)	Member Jurisdiction								Date: 4/15/15	County of Sonoma Windsor
		Cloverdale	Cotati	Healdsburg	Petaluma	Rohnert Park	Santa Rosa	Sebastopol	Sonoma		
	10. Does your City/County Attorney have issues with specific language included in the current JPA and amendments? If so, please describe.										Based on recent meeting with Agency Counsel Ethan Walsh, the Third Amendment will be redrafted
	11. Does your City/County Attorney have issues with specific language included in the proposed Third Amendment to the JPA? If so, please describe.										

# Cotati

# Attachment B

Questions	Member Jurisdiction
<p><b>Board Consensus at June 2014 Strategy Discussion (9 members present)</b></p> <p>Please respond to the degree of preference (e.g., no preference, slight preference, must have/showstopper)</p>	<p><b>Cotati</b> (All responses assume a slight preference, unless stated otherwise)</p>
<p>1. Do you want to continue a regional approach for dealing with the following programs?</p>	
<p>9 yes Consensus - yes</p>	
<p>a. Composting</p>	<p>Yes, slight preference. 2 expressed strong preference.</p>
<p>b. Household Hazardous Waste</p>	
<p>Consensus - yes</p>	
<p>c. Education</p>	<p>Yes, must have</p>
<p>Consensus - yes</p>	
<p>d. Planning and Reporting</p>	
<p>Consensus - yes</p>	
<p>2. What is your preference on who performs those services? (Agency, County, Mix)</p>	
<p>Consensus Agency until Feb. 2017, but to evaluate post Feb. 2017</p>	
<p>a. Composting</p>	<p>Needs further review, including: Republic, and other options to send all or part to other existing facilities</p>
<p>b. Household Hazardous Waste</p>	<p>Likely Agency. Must have, most cost-effective to remove HHW from waste</p>
<p>Consensus - Agency</p>	
<p>c. Education</p>	<p>Agency. Needs to be regional</p>
<p>Consensus - Agency</p>	
<p>d. Planning and Reporting</p>	
<p>Consensus - Agency</p>	
<p>3. If there is a preference for responsibilities remaining with the Agency, what is your preference on the term of the Agency? (25 Years, No Fixed Term)</p>	<p>No fixed term, slight preference</p>
<p>Majority preferred no fixed term</p>	
<p>4. Do you wish to have a mechanism for members to opt out of some Agency programs?</p>	<p>Yes. Define core services, with no opt out. Other services/programs must opt in/out at onset and then can have option in/out provisions after that to ensure other members are made whole. This can also apply to members joining or leaving the JPA, subject to affirmative vote of member's board. Can a third party "purchase services?" 1 questioned what the rates would be for purchasing services and 1 expressed that there should be consequences for opting out.</p>
<p>No consensus reached; many different opinions</p>	



# Attachment B

Board Consensus at June 2014 Strategy Discussion (9 members present)	Questions	Member Jurisdiction
	Please respond to the degree of preference (e.g., no preference, slight preference, must have/showstopper)	Cotati (All responses assume a slight preference, unless stated otherwise)
2 yes	5. Do you want a unanimous vote requirement on the following items: Budget Approval, Capital Expenditure greater than \$50,000, Major Program Expansion?	No, show stopper
7 yes	6. Would you prefer a supermajority approval of the items? a. Purchase of Real Property b. Incur Debt Greater than \$250,000 c. Adopt Annual Budget d. Adopt Additional Core Programs e. Expenditure of Funds Greater than \$250,000 f. Amendments of the New JPA Agreement	Responses assume 1 member, 1 vote, no weighting. 3 indicated strong preference for this voting. Yes. Yes. Yes. Yes. Yes. Yes.
1 yes 6 yes	7. What do you want to comprise a supermajority? a. Library JPA (7/10) b. 8/10 Vote	Yes, all indicated slight preference for 7/10 No

# Attachment B

	Questions	Member Jurisdiction
Board Consensus at June 2014 Strategy Discussion (9 members present)	Please respond to the degree of preference (e.g., no preference, slight preference, must have/showstopper)	Cotaui (All responses assume a slight preference, unless stated otherwise)
No consensus reached; many different opinions	8. Would you prefer a governance model which allows for a mixture of jurisdiction staff and elected officials or one which only allows elected officials?	No mix of staff and elected. Structure depends on the functions of the JPA (see response to #9). Preference for tiered governance by 3. Slight preference for mixed by 1.
Majority - tiered structure	9. Would you prefer a tiered structure of governance which includes a policy-making board and a technical advisory committee?	Depends on the functions of the JPA. If it is only education and reporting, staff only. If it includes land acquisition or major capital expenditures, it should have a policy body. Assumed slight preference
Majority - elected	a. Would the policy-making board be composed of elected officials, staff, or a combination?	Elected only, assuming broad JPA authorities.
Majority - staff	b. Would the technical advisory committee be composed of elected officials, staff, or a combination?	Staff only, assuming broad JPA authorities.

# Attachment B

Board Consensus at June 2014 Strategy Discussion (9 members present)	Questions Please respond to the degree of preference (e.g., no preference, slight preference, must have/showstopper)	Member Jurisdiction Cotati (All responses assume a slight preference, unless stated otherwise)
	10. Does your City/County Attorney have issues with specific language included in the current JPA and amendments? If so, please describe.	Many issues with current JPA, including governance structure, term, voting requirements
	11. Does your City/County Attorney have issues with specific language included in the proposed Third Amendment to the JPA? If so, please describe.	Agency Counsel, Ethan Walsh, to draft a new Third Amendment, therefore no opinion at this time.

# Rohnert Park

## Attachment B

Question?		
Please respond to the degree of preference (e.g., no preference, slight preference, must have/showstopper)		
Board Consensus at June 2014 Strategy Discussion (9 members present)		Rohnert Park Draft Recommendations
<b>1. Do you want to continue a regional approach for dealing with the following programs?</b>		
9 yes		
Consensus - yes	a. Composting	We prefer a regional, County-wide approach so long as the costs are comparable to or lower than the alternative of out-hauling our compost. Such an approach would not necessarily require the participation of all cities.
Consensus - yes	b. Household Hazardous Waste	We prefer a regional, County-wide approach since this is the most cost-effective option.
Consensus - yes	c. Education	We prefer a regional, County-wide approach so long as the costs are comparable to or lower than the alternatives. Such an approach would not necessarily require the participation of all cities.
Consensus - yes	d. Planning and Reporting	We prefer a regional, County-wide approach so long as the costs are comparable to or lower than the alternatives. Such an approach would not necessarily require the participation of all cities.
<b>2. What is your preference on who performs those services? (Agency, County, Mix)</b>		
Consensus Agency until Feb. 2017, but re-evaluate post Feb. 2017		
Consensus - Agency	a. Composting	Prefer County operation
Consensus - Agency	b. Household Hazardous Waste	Prefer County operation
Consensus - Agency	c. Education	Prefer County operation
Consensus - Agency	d. Planning and Reporting	Prefer County operation
<b>3. If there is a preference for responsibilities remaining with the Agency, what is your preference on the term of the Agency? (25 Years, No Fixed Term)</b>		
Majority preferred no fixed term		Slight preference for limited term of 25 years, with review required at 10 years.
<b>4. Do you wish to have a mechanism for members to opt out of some Agency programs?</b>		
No consensus reached; many different opinions		Yes, so long as jurisdiction which opts out pays all financial costs to the Agency.

## Attachment B

Board Consensus at June 2014 Strategy Discussion (9 members present)	Question? Please respond to the degree of preference (e.g., no preference, slight preference, must have/showstopper)	Rohnert Park Draft Recommendations
<b>5. Do you want a unanimous vote requirement on the following items: Budget Approval, Capital Expenditure greater than \$50,000, Major Program Expansion?</b>		
2 yes		Strongly prefer no unanimous vote requirements. Prefer super-majority requirements for capital improvements over \$50,000. Show stopper: Major program expansions and/or new programs need to be approved by each Jurisdiction to take effect in that Jurisdiction.
<b>6. Would you prefer a supermajority approval of the Items?</b>		
7 yes		
	a. Purchase of Real Property	Strong preference
	b. Incur Debt Greater than \$250,000	Strong preference
	c. Adopt Annual Budget	No; prefer majority vote
	d. Adopt Additional Core Programs	Show stopper: Major program expansions and/or new programs need to be approved by each Jurisdiction to take effect in that Jurisdiction.
	e. Expenditure of Funds Greater than \$250,000	Slight preference
	f. Amendments of the New JPA Agreement	Must return to Jurisdictions for JPA Amendments
<b>7. What do you want to comprise a supermajority?</b>		
1 yes	a. Library JPA (7/10)	
6 yes	b. 8/10 Vote	Prefer 3/4 majority for super-majority votes
<b>8. Would you prefer a governance model which allows for a mixture of jurisdiction staff and elected officials or one which only allows elected officials?</b>		
No consensus reached; many different opinions		Show stopper: Each Jurisdiction to decide on their representative; no Jurisdiction should have the right to dictate to another Jurisdiction. Flexibility exists and works well for the Library and Sonoma Clean Power.

## Attachment B

Question?	Please respond to the degree of preference (e.g., no preference, slight preference, must have/showstopper)	Rohnert Park Draft Recommendations
Board Consensus at June 2014 Strategy Discussion (9 members present)		
<b>9. Would you prefer a tiered structure of governance which includes a policy-making board and a technical advisory committee?</b>		
Majority - tiered structure		Strongly prefer no two-tier structure requirement in the JPA; the Board should have the flexibility to establish a technical advisory committee if/as it sees fit.
Majority - elected	a. Would the policy-making board be composed of elected officials, staff, or a combination?	Show stopper: Each jurisdiction to decide on their representative; no jurisdiction should have the right to dictate to another jurisdiction. Flexibility exists and works well for the Library and Sonoma Clean Power. Also, there should be no requirement compelling a jurisdiction to participate in any committee; assignment of staff resources is the responsibility of each jurisdiction.
Majority - staff	b. Would the technical advisory committee be composed of elected officials, staff, or a combination?	Show stopper: Each jurisdiction to decide on their representative; no jurisdiction should have the right to dictate to another jurisdiction. Flexibility exists and works well for the Library and Sonoma Clean Power.
<b>10. Does your City/County Attorney have issues with specific language included in the current JPA and amendments? If so, please describe.</b>		
		We anticipate that the City Attorneys (and County Counsel) will address the concerns that they have with language in the current JPA and amendments while leaving policy issue for consideration by the governing bodies.
<b>11. Does your City/County Attorney have issues with specific language included in the proposed Third Amendment to the JPA? If so, please describe.</b>		
		We anticipate that the City Attorneys (and County Counsel) will address the concerns that they have with language in the current JPA and amendments while leaving policy issue for consideration by the governing bodies.

# Petaluma





# CITY OF PETALUMA

POST OFFICE BOX 61  
PETALUMA, CA 94953-0061

David Glass  
Mayor

Clria Albertson  
Teresn Barrett  
Milke Healy  
Gabe Keurney  
Dave King  
Kathy Miller  
Councilmembers

May 12, 2015

Mr. Henry Mikus  
Executive Director  
Sonoma County Waste Management Agency  
2300 County Center Drive, Suite B100  
Santa Rosa, CA 95403  
via Email, and U.S. mail

RE: Joint Powers Agreement Matrix

Dear Mr. Mikus:

City Manager's Office  
11 English Street  
Petaluma, CA 94952  
Phone (707) 778-4345  
Fax (707) 778-4419  
E-Mail:  
citymgr@ci.petaluma.ca.us

Thank you for attending, and for your comments at, the May 4, 2015 City Council meeting during which Petaluma's policy preferences regarding the Waste Management Agency Joint Powers Agreement were discussed. Forwarded are Petaluma's responses to the questions posed in the referenced matrix. These responses represent the position of the majority of the Petaluma City Council.

Economic Development  
Phone (707) 778-4549  
Fax (707) 778-4586

As you know, the Council directed City staff to investigate alternatives to existing JPA membership, the most preferable of which was one where the County of Sonoma would assume the responsibilities currently held by SCWMA and members would access only those core services they desire through a shared services arrangement. We will be discussing this approach with the County of Sonoma, and with our counterparts in the cities.

Housing Division  
Phone (707) 778-4555  
Fax (707) 778-4586

If such an arrangement cannot be developed, Petaluma's next preference would then be to participate in a JPA. Responses to the matrix inquiries are provided in that context. Petaluma desires flexibility to select from among a limited menu of services, depending on individual need, at a cost that does not subsidize other JPA programs and with indemnification from any associated liability. Petaluma would want an Agency governance structure that allows the members to decide who will serve as their representative, elected or appointed, and is flat rather than tiered. Maintaining the unanimous voting requirements of the existing JPA, if we were to continue to participate, is also of strong importance to the City Council.

Information Technology Division  
Phone (707) 778-4477  
Fax (707) 776-3623

Risk Management Division  
Phone (707) 776-3695  
Fax (707) 776-3697



Attachment B

Mr. Dan St. John, our Director of Public Works and Utilities will attend the Agency Board's May 2015 meeting, and can provide further detail regarding Petaluma's responses.

Sincerely,



John C. Brown  
City Manager

Enclosure

cc: Dan St. John, Director

# Attachment B

City of Petaluma

## Waste Management Decision Matrix REVISED BASED IN COUNCIL DIRECTION ON MAY 4, 2015

ATTACHMENT 1

No.	Issue Description	Petaluma Response	Weight	Discussion
1a	Do you want to continue a regional approach for dealing with Composting,	No	Deal Breaker	Green Waste directed to Redwood Landfill, currently and into the foreseeable future.
1b	Household Hazardous Waste, Education, Planning and Reporting?	Yes	Strong	Cost of extracting City records from countywide regional reporting is high. Cost to perform HHW independently is very high and would likely result in a decreased level of service.
2	If Yes, what is your preference on who performs these functions? (Agency, County, Mix)	First Choice: County Second Choice: JPA	Strong Weak	If compost facility and HHW remains on County property, efficacy of operations would favor County as lead agency.
3	If Question 2 was Agency, what is your preference on the term of the Agency? (25 Years, No Fixed Term)	20-year minimum.		Term driven by financing requirements of new Compost Facility. Should be at least 20-years. Applies to either shared services delivery option.
4	Do you want a unanimous vote requirement on the following items: Budget Approval, Capital Expenditure greater than \$50,000, Major Program Expansion?	Yes	Strong	Delete reference to "capital expenditure". Limit should apply to any expenditure or fiscal impact to agency. Concept of Supermajority needed to avoid unnecessary delay of action caused by a single agency.
5	If the response to Question 4 was no, would you prefer a supermajority approval of 8/10 for certain items?	No	Strong	If a supermajority is used, the method must honor the principal that a supermajority of agencies with a supermajority of the population favors the action. Look at other JPA's for application of this principle.
6	If the response to Question 4 was no, would you prefer a supermajority approval of 7/10 for certain items?	No	Moderate	Cannot allow the 7 smaller agencies to override the will of the 3 larger agencies.
7a	Which of these vote types should be included for a supermajority vote? Purchase of Real Property,	No	Deal Breaker	Needs Unanimous Vote.
7b	Incur Debt Greater than \$250,000,	No	Deal Breaker	Needs Unanimous Vote. Perhaps a lower limit, requiring only a supermajority, should be set at \$50,000.
7c	Adopt Annual Budget,	No	Deal Breaker	Keep the same as current JPA - Needs Unanimous Vote.
7d	Core Programs,	No	Deal Breaker	Keep the same as current JPA - Needs Unanimous Vote.
7e	Expenditure of funds greater than \$250,000,	No	Deal Breaker	Needs Unanimous Vote. Perhaps a lower limit, requiring only a supermajority, should be set at \$50,000.
7f	Amendments of the new JPA Agreement?	No	Deal Breaker	Keep the same as current JPA - Needs Unanimous Vote.
8	Do you wish to keep a governance model which allows for a mixture of jurisdiction staff and elected officials?	Yes	Moderate	Keep the same as current JPA - Council prerogative to make that choice.
9	Do you wish to change to a governance model of only elected officials?	No	Deal Breaker	City Council is involved in the major decisions through independent Council action and direction provided to JPA board member.
10	Would you prefer a tiered structure of governance which includes a policy-making board composed of elected officials and a technical advisory committee composed of jurisdictional staff members?	No	Deal Breaker	Scope of agency does not merit the overhead and ponderous bureaucracy of a two-tiered governance structure. However, should any agency, such as the County, become the service provider for solid waste services, then a TAC, comprised of a program manager from each agency, should be formed to advise the governing board.
11	Do you wish to have a mechanism for members to opt out of some Agency programs?	Yes	Deal Breaker	Currently, City "opts out" of composting. Can conceive of instances in future where a member may wish to opt out of a program.
12	Does your City/County Attorney have issues with specific language included in the current JPA and amendments? If so, please describe.	Yes	Strong	Any powers that may encroach into Charter City powers.
13	Does your City/County Attorney have issues with specific language included in the proposed Third Amendment to the JPA? If so, please describe.	Yes	Deal Breaker	Draft agreement is premature and does not currently address issues that have been made known by City and County.

# Attachment B

City of Petaluma

## Waste Management Decision Matrix REVISED BASED IN COUNCIL DIRECTION ON MAY 4, 2015

ATTACHMENT 1

No.	Issue Description	Petaluma Response	Weight	Discussion
1a	Do you want to continue a regional approach for dealing with Composting,	No	Deal Breaker	Green Waste directed to Redwood Landfill, currently and into the foreseeable future.
1b	Household Hazardous Waste, Education, Planning and Reporting?	Yes	Strong	Cost of extracting City records from countywide regional reporting is high. Cost to perform HHW independently is very high and would likely result in a decreased level of service.
2	If Yes, what is your preference on who performs these functions? (Agency, County, Mix)	First Choice: County Second Choice: JPA	Strong Weak	If compost facility and HHW remains on County property, efficacy of operations would favor County as lead agency.
3	If Question 2 was Agency, what is your preference on the term of the Agency? (25 Years, No Fixed Term)	20-year minimum.		Term driven by financing requirements of new Compost Facility. Should be at least 20-years. Applies to either shared services delivery option.
4	Do you want a unanimous vote requirement on the following items: Budget Approval, Capital Expenditure greater than \$50,000, Major Program Expansion?	Yes	Strong	Delete reference to "capital expenditure". Limit should apply to <u>any</u> expenditure or fiscal impact to agency. Concept of Supermajority needed to avoid unnecessary delay of action caused by a single agency.
5	If the response to Question 4 was no, would you prefer a supermajority approval of 8/10 for certain items?	No	Strong	If a supermajority is used, the method must honor the principal that a supermajority of agencies with a supermajority of the population favors the action. Look at other JPA's for application of this principle.
6	If the response to Question 4 was no, would you prefer a supermajority approval of 7/10 for certain items?	No	Moderate	Cannot allow the 7 smaller agencies to override the will of the 3 larger agencies.
7a	Which of these vote types should be included for a supermajority vote? Purchase of Real Property,	No	Deal Breaker	Needs Unanimous Vote.
7b	Incur Debt Greater than \$250,000,	No	Deal Breaker	Needs Unanimous Vote. Perhaps a lower limit, requiring only a supermajority, should be set at \$50,000.
7c	Adopt Annual Budget,	No	Deal Breaker	Keep the same as current JPA - Needs Unanimous Vote.
7d	Core Programs,	No	Deal Breaker	Keep the same as current JPA - Needs Unanimous Vote.
7e	Expenditure of funds greater than \$250,000,	No	Deal Breaker	Needs Unanimous Vote. Perhaps a lower limit, requiring only a supermajority, should be set at \$50,000.
7f	Amendments of the new JPA Agreement?	No	Deal Breaker	Keep the same as current JPA - Needs Unanimous Vote.
8	Do you wish to keep a governance model which allows for a mixture of jurisdiction staff and elected officials?	Yes	Moderate	Keep the same as current JPA - Council prerogative to make that choice.
9	Do you wish to change to a governance model of only elected officials?	No	Deal Breaker	City Council is involved in the major decisions through Independent Council action and direction provided to JPA board member.
10	Would you prefer a tiered structure of governance which includes a policy-making board composed of elected officials and a technical advisory committee composed of jurisdictional staff members?	No	Deal Breaker	Scope of agency does not merit the overhead and ponderous bureaucracy of a two tiered governance structure. However, should any agency, such as the County, become the service provider for solid waste services, then a TAC, comprised of a program manager from each agency, should be formed to advise the governing board.
11	Do you wish to have a mechanism for members to opt out of some Agency programs?	Yes	Deal Breaker	Currently, City "ops out" of composting. Can conceive of instances in future where a member may wish to opt out of a program.
12	Does your City/County Attorney have issues with specific language included in the current JPA and amendments? If so, please describe.	Yes	Strong	Any powers that may encroach into Charter City powers.
13	Does your City/County Attorney have issues with specific language included in the proposed Third Amendment to the JPA? If so, please describe.	Yes	Deal Breaker	Draft agreement is premature and does not currently address issues that have been made known by City and County.

# Sonoma

<p style="text-align: center;"><b>Questions</b></p> <p style="text-align: center;">Date: 06-06-2015</p> <p style="text-align: center;">Please respond to the degree of preference (e.g., no preference, slight preference, must have/showstopper)</p>		<p><b>Sonoma</b></p>
<p><b>Board Consensus at June 2014 Strategy Discussion (9 members present)</b></p>	<p><b>1. Do you want to continue a regional approach for dealing with the following programs?</b></p>	<p>Council consensus-Yes to retain regional approach for all items a-d below.</p>
<p>9 yes</p>	<p><b>a. Composting</b></p>	
<p>Consensus - Yes</p>	<p><b>b. Household Hazardous Waste</b></p>	
<p>Consensus - Yes</p>	<p><b>c. Education</b></p>	
<p>Consensus - Yes</p>	<p><b>d. Planning and Reporting</b></p>	
<p>Consensus - Yes</p>	<p><b>2. What is your preference on who performs those services? (Agency, County, Mix)</b></p>	<p>Council discussion to retain all programs (a-d below) through the Agency. Comments centered around the Agency being a central/neutral agency to provide representation for all participants.</p>
<p>Consensus Agency until Feb. 2017, but re-evaluate post Feb. 2017</p>	<p><b>a. Composting</b></p>	
<p>Consensus - Agency</p>	<p><b>b. Household Hazardous Waste</b></p>	

	<p><b>c. Education</b></p>	<p>Consensus - Agency</p>
	<p><b>d. Planning and Reporting</b></p>	<p>Consensus - Agency</p>
<p>Majority preferred no fixed term</p>	<p><b>3. If there is a preference for responsibilities remaining with the Agency, what is your preference on the term of the Agency? (25 Years, No Fixed Term)</b></p>	<p>Council majority for 25 year term; Council included comment for consideration of an option to include an second renewal option of 25 years.</p>
<p>No consensus reached; many different opinions</p>	<p><b>4. Do you wish to have a mechanism for members to opt out of some Agency programs?</b></p>	<p>Council consensus to allow members to opt out of programs with provision that if there is a financial impact to the Agency, the member will be responsible to pay the costs for the fiscal year for the year of opt out plus the following year thereby guaranteeing the Agency's budget not be compromised.</p>
<p>2 yes</p>	<p><b>5. Do you want a unanimous vote requirement on the following items: Budget Approval, Capital Expenditure greater than \$50,000, Major Program Expansion?</b></p>	<p>Council discussion combined question 5 &amp; 6. Council consensus for supermajority vote on all items.</p>
<p>7 yes</p>	<p><b>6. Would you prefer a supermajority approval of the items?</b></p>	<p>See item #5</p>
	<p><b>a. Purchase of Real Property</b></p>	<p>See item #5</p>
	<p><b>b. Incur Debt Greater than \$250,000</b></p>	<p>See item #5</p>
	<p><b>c. Adopt Annual Budget</b></p>	<p>See item #5</p>

	<b>d. Adopt Additional Core Programs</b>	See item #5
	<b>e. Expenditure of Funds Greater than \$250,000</b>	See item #5
	<b>f. Amendments of the New JPA Agreement</b>	See item #5
	<b>7. What do you want to comprise a supermajority?</b>	Council consensus on "b" 8 out of 10 members [4/5ths vote]
1 yes	<b>a. Library JPA (7/10)</b>	
6 yes	<b>b. 8/10 Vote</b>	
No consensus reached; many different opinions	<b>8. Would you prefer a governance model which allows for a mixture of jurisdiction staff and elected officials or one which only allows elected officials?</b>	Council consensus mix of staff or elected officials as appointed by member Agency. Council added additional recommendation that the Board consider adding that the Alternate to the Board position also be designated by the member Agency and that only the designated alternate can vote on items that come before the Board. This will assure that in cases where the Boardmember is not available to attend, the designated alternate will be prepared to vote and informed on the agenda items. Designated alternates will also be sent the agenda materials.
Majority - tiered structure	<b>9. Would you prefer a tiered structure of governance which includes a policy-making board and a technical advisory committee?</b>	Council is open to adding a Technical Advisory Committee in a tiered structure.
Majority - elected	<b>a. Would the policy-making board be composed of elected officials, staff, or a combination?</b>	Mix of elected officials or staff based on jurisdiction's preference.



<p>Majority - staff</p>	<p><b>b. Would the technical advisory committee be composed of elected officials, staff, or a combination?</b></p>	<p>Mix of elected officials or staff based on jurisdiction's preference.</p>
	<p><b>10. Does your City/County Attorney have issues with specific language included in the current JPA and amendments? If so, please describe.</b></p>	<p>City Attorney working cooperatively with SCWMA legal counsel and County Council as needed.</p>
	<p><b>11. Does your City/County Attorney have issues with specific language included in the proposed Third Amendment to the JPA? If so, please describe.</b></p>	<p>City Attorney working cooperatively with SCWMA legal counsel and County Council as needed.</p>

# Healdsburg

	Questions	Member Jurisdiction
<p>Board Consensus at June 2014 Strategy Discussion (9 members present)</p>	<p>Please respond to the degree of preference (e.g., no preference, slight preference, must have/showstopper)</p>	<p>Healdsburg</p>
<p>9 yes</p>	<p>1. Do you want to continue a regional approach for dealing with the following programs?</p>	<p><b>MUST HAVE</b> - We prefer a regional approach coordinated by Sonoma County. It is important a regional approach be cost effective to the rate payers. Participation by all cities may not be required.</p>
<p>Consensus - yes</p>	<p>a. Composting</p>	<p><b>MUST HAVE</b> - We would prefer a county-wide approach coordinated by Sonoma County</p>
<p>Consensus - yes</p>	<p>b. Household Hazardous Waste</p>	<p><b>MUST HAVE</b> - We would prefer a county-wide approach coordinated by Sonoma County</p>
<p>Consensus - yes</p>	<p>c. Education</p>	<p><b>SLIGHT PREFERENCE</b> – County wide approach – Participation by all cities may not be required.</p>
<p>Consensus - yes</p>	<p>d. Planning and Reporting</p>	<p><b>MUST HAVE</b> – County wide</p>

	<b>2. What is your preference on who performs those services? (Agency, County, Mix)</b>	
Consensus Agency until Feb. 2017, but re-evaluate post Feb. 2017	<b>a. Composting</b>	<b>MUST HAVE</b> – Sonoma County to perform
Consensus - Agency	<b>b. Household Hazardous Waste</b>	<b>SLIGHT PREFERENCE</b> – Sonoma County to perform
Consensus - Agency	<b>c. Education</b>	<b>SLIGHT PREFERENCE</b> – Sonoma County to perform
Consensus - Agency	<b>d. Planning and Reporting</b>	<b>SLIGHT PREFERENCE</b> – Sonoma County to perform
Majority preferred no fixed term	<b>3. If there is a preference for responsibilities remaining with the Agency, what is your preference on the term of the Agency? (25 Years, No Fixed Term)</b>	It is premature to answer this question until it is determined what role the Agency will have in the future. If composting continues to be the responsibility of the Agency then a longer term may be necessary. If composting is not part of the Agency's responsibility, it would be important to understand what the Agency's role and responsibilities would be before committing to a term.
No consensus reached; many different opinions	<b>4. Do you wish to have a mechanism for members to opt out of some Agency programs?</b>	Conceptually yes, however, we would need to understand the fiscal impacts if this were allowed.
<b>Board Consensus at June 2014</b>	<b>Questions Please respond to the degree of preference (e.g., no</b>	<b>Member Jurisdiction</b>

<p>Strategy Discussion (9 members present)</p>	<p>preference, slight preference, must have/showstopper)</p>	<p>Healdsburg</p>
<p>2 yes</p>	<p>5. Do you want a unanimous vote requirement on the following items: Budget Approval, Capital Expenditure greater than \$50,000, Major Program Expansion?</p>	<p><b>MUST HAVE</b> – Unanimous vote should apply for program expansion as any expansion in programs may have significant long term financial implications. Super Majority should apply for Budget Approval and Capital Expenditures greater than \$50,000.</p>
<p>7 yes</p>	<p>6. Would you prefer a supermajority approval of the items?</p>	<p><b>NO – MUST HAVE</b> – Unanimous vote for any acquisition of Real Property</p>
	<p>a. Purchase of Real Property</p>	<p><b>NO – MUST HAVE</b> – Unanimous vote anytime long term debt is acquired</p>
	<p>b. Incur Debt Greater than \$250,000</p>	<p>Super Majority okay</p>
	<p>c. Adopt Annual Budget</p>	<p><b>NO – MUST HAVE</b> – Unanimous vote for the addition of any core programs.</p>
	<p>d. Adopt Additional Core Programs</p>	<p><b>YES – SLIGHT PREFERENCE</b> – Supermajority expenditures over \$250,000, however, if the expenditure requires rates to increase then a unanimous vote should be required.</p>
	<p>e. Expenditure of Funds Greater than \$250,000</p>	

	<p>f. Amendments of the New JPA Agreement</p>	<p><b>NO – MUST HAVE</b> – Unanimous vote for any amendments of any JPA agreement.</p>
	<p>7. What do you want to comprise a supermajority?</p>	
<p>1 yes</p>	<p>a. Library JPA (7/10)</p>	
<p>6 yes</p>	<p>b. 8/10 Vote</p>	<p><b>SUPERMAJORITY</b> – 8/10 vote</p>
<p>Board Consensus at June 2014 Strategy Discussion (9 members present)</p>	<p>Questions Please respond to the degree of preference (e.g., no preference, slight preference, must have/showstopper)</p>	<p><b>Member Jurisdiction</b></p> <p>Healdsburg</p>
<p>No consensus reached; many different opinions</p>	<p>8. Would you prefer a governance model which allows for a mixture of jurisdiction staff and elected officials or one which only allows elected officials?</p>	<p><b>SHOW STOPPER</b> – Keep the current model. Each Council should determine who is appointed.</p>

<p>Majority - tiered structure</p>	<p>9. Would you prefer a tiered structure of governance which includes a policy-making board and a technical advisory committee?</p>	<p><b>SHOW STOPPER</b> – Unclear why this is part of the matrix. Board should have the ability to form subcommittees that focus on certain items.</p>
<p>Majority - elected</p>	<p>a. Would the policy-making board be composed of elected officials, staff, or a combination?</p>	<p>N/A – See above</p>
<p>Majority - staff</p>	<p>b. Would the technical advisory committee be composed of elected officials, staff, or a combination?</p>	<p>N/A – See above</p>
<p><b>Board Consensus at June 2014</b></p>	<p>Questions Please response to the degree of preference (e.g., no</p>	<p><b>Member Jurisdiction</b></p>

<p><b>Strategy Discussion (9 members present)</b></p>	<p><b>preference, slight preference, must have/showstopper)</b></p>	<p><b>Healdsburg</b></p>
	<p><b>10. Does your City/County Attorney have issues with specific language included in the current JPA and amendments? If so, please describe.</b></p>	<p>Any issues our City Attorney may have will be addressed with County Counsel and SCWMA Counsel. All policy decision will be addressed through the Board.</p>
	<p><b>11. Does your City/County Attorney have issues with specific language included in the proposed Third Amendment to the JPA? If so, please describe.</b></p>	<p>The Third Amendment does not address recent events. Until it is determined what roles and responsibilities the SCWMA may have moving forward, this question is premature.</p>



# Sebastopol

	Member Jurisdiction
<p><b>Board Consensus at June 2014 Strategy Discussion (9 members present)</b></p>	<p><b>City of Sebastopol</b></p>
<p>9 yes</p>	<p>Consensus - Yes</p>
<p>Consensus - yes</p>	<p>Consensus - Yes</p>
<p>Consensus - yes</p>	<p>Consensus - Yes</p>
<p>Consensus - yes</p>	<p>Consensus - Yes</p>
<p>Consensus - yes</p>	<p>Consensus - Yes</p>
<p>Consensus - yes</p>	<p>Consensus - Yes</p>
<p>Consensus Agency until Feb. 2017, but re-evaluate post Feb. 2017</p>	<p>*Determination to be made later</p>
<p>Consensus - Agency</p>	<p>Consensus - Yes - Agency</p>
<p>Consensus - Agency</p>	<p>Consensus - Yes - Agency</p>

<p>Consensus - Agency</p>	<p><b>d. Planning and Reporting</b></p>	<p>Consensus - Yes - Agency</p>
<p>Majority preferred no fixed term</p>	<p><b>3. If there is a preference for responsibilities remaining with the Agency, what is your preference on the term of the Agency? (25 Years, No Fixed Term)</b></p>	<p>Consensus - 25 years</p>
<p>No consensus reached; many different opinions</p>	<p><b>4. Do you wish to have a mechanism for members to opt out of some Agency programs?</b></p>	<p>Consensus - No Opt Out of 4 core programs</p>
<p>2 yes</p>	<p><b>5. Do you want a unanimous vote requirement on the following items: Budget Approval, Capital Expenditure greater than \$50,000, Major Program Expansion?</b></p>	<p>No</p>
<p>7 yes</p>	<p><b>6. Would you prefer a supermajority approval of the items?</b></p>	<p></p>
	<p><b>a. Purchase of Real Property</b></p>	<p>Yes</p>
	<p><b>b. Incur Debt Greater than \$250,000</b></p>	<p>Yes</p>
	<p><b>c. Adopt Annual Budget</b></p>	<p>Yes</p>
	<p><b>d. Adopt Additional Core Programs</b></p>	<p>Yes</p>
	<p><b>e. Expenditure of Funds Greater than \$250,000</b></p>	<p>Yes</p>

	<p><b>f. Amendments of the New JPA Agreement</b></p>	<p>To be returned to city council for action</p>
	<p><b>7. What do you want to comprise a supermajority?</b></p>	<p>7/10</p>
<p>1 yes</p>	<p><b>a. Library JPA (7/10)</b></p>	
<p>6 yes</p>	<p><b>b. 8/10 Vote</b></p>	
<p>No consensus reached; many different opinions</p>	<p><b>8. Would you prefer a governance model which allows for a mixture of jurisdiction staff and elected officials or one which only allows elected officials?</b></p>	<p>Mixed Board</p>
<p>Majority - tiered structure</p>	<p><b>9. Would you prefer a tiered structure of governance which includes a policy-making board and a technical advisory committee?</b></p>	<p>Preference Mixed Board</p>
<p>Majority - elected</p>	<p><b>a. Would the policy-making board be composed of elected officials, staff, or a combination?</b></p>	

<p>Majority - staff</p>	<p><b>b. Would the technical advisory committee be composed of elected officials, staff, or a combination?</b></p>	
<p><b>Board Consensus at June 2014 Strategy Discussion (9 members present)</b></p>	<p><b>Questions Please respond to the degree of preference (e.g., no preference, slight preference, must have/showstopper)</b></p>	<p><b>Member Jurisdiction</b></p> <p><b>City of Sebastopol</b></p>
	<p><b>10. Does your City/County Attorney have issues with specific language included in the current JPA and amendments? If so, please describe.</b></p>	

**11. Does your City/County Attorney have issues with specific language included in the proposed Third Amendment to the JPA? If so, please describe.**

# Santa Rosa

## Attachment B

Board Consensus at June 2014 Strategy	Questions  Please respond to the degree of	Date: June 9, 2015
		Santa Rosa
9 yes	<b>1. Do you want to continue a regional approach for dealing with the following programs?</b>	Yes
Consensus - yes	<b>a. Composting</b>	Yes
Consensus - yes	<b>b. Household Hazardous Waste</b>	Yes
Consensus - yes	<b>c. Education</b>	Yes
Consensus - yes	<b>d. Planning and Reporting</b>	Yes
	<b>2. What is your preference on who performs those services? (Agency, County, Mix)</b>	More information needed to evaluate--costs, options, level of service
Consensus Agency until Feb. 2017, but re-evaluate post Feb. 2017	<b>a. Composting</b>	More information needed to evaluate--costs, options, level of service
Consensus - Agency	<b>b. Household Hazardous Waste</b>	More information needed to evaluate--costs, options, level of service
Consensus - Agency	<b>c. Education</b>	More information needed to evaluate--costs, options, level of service
Consensus - Agency	<b>d. Planning and Reporting</b>	More information needed to evaluate--costs, options, level of service
Majority preferred no fixed term	<b>3. If there is a preference for responsibilities remaining with the Agency, what is your preference on the term of the Agency? (25 Years, No Fixed Term)</b>	Unknown at this time as to term. More information needed to evaluate--cost, options, level of service. Council interested in reviewing other proposals to provide comparisons of cost and services?
No consensus reached; many different opinions	<b>4. Do you wish to have a mechanism for members to opt out of some Agency programs?</b>	Yes
2 yes	<b>5. Do you want a unanimous vote requirement on the following items: Budget Approval, Capital Expenditure greater than \$50,000, Major Program Expansion?</b>	Major Program Expansion should require unanimous vote
7 yes	<b>6. Would you prefer a supermajority approval of the items?</b>	
	<b>a. Purchase of Real Property</b>	unanimous
	<b>b. Incur Debt Greater than \$250,000</b>	super majority ok unless debt related to unanimous item
	<b>c. Adopt Annual Budget</b>	super majority ok unless debt related to unanimous item
	<b>d. Adopt Additional Core Programs</b>	unanimous
	<b>e. Expenditure of Funds Greater than \$250,000</b>	super majority ok unless debt related to unanimous item



## Attachment B

Board Consensus at June 2014 Strategy	Questions Please respond to the degree of	Date: June 9, 2015
		Santa Rosa
	f. Amendments of the New JPA Agreement	unanimous
	7. What do you want to comprise a supermajority?	
1 yes	a. Library JPA (7/10)	ok
6 yes	b. 8/10 Vote	
No consensus reached; many different opinions	8. Would you prefer a governance model which allows for a mixture of jurisdiction staff and elected officials or one which only allows elected officials?	should be at discretion of member
Majority - tiered structure	9. Would you prefer a tiered structure of governance which includes a policy-making board and a technical advisory committee?	need additional information re roles, responsibilities, costs to city
Majority - elected	a. Would the policy-making board be composed of elected officials, staff, or a combination?	combination
Majority - staff	b. Would the technical advisory committee be composed of elected officials, staff, or a combination?	combination
	10. Does your City/County Attorney have issues with specific language included in the current JPA and amendments? If so, please describe.	City Attorney meeting with Agency Attorney and Other City Attorneys to discuss issues based on policy direction by council
	11. Does your City/County Attorney have issues with specific language included in the proposed Third Amendment to the JPA? If so, please describe.	City Attorney meeting with Agency Attorney and Other City Attorneys to discuss issues based on policy direction by council

## ATTACHMENT C



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February 25, 2015

Mr. Dan St. John, F.ASCE, Director, City of Petaluma  
Public Works and Utilities Department  
202 N. McDowell Blvd.  
Petaluma, CA 94954

### Re: Review of Alternatives to SCWMA Services - Letter Report

Dear Mr. St. John:

R3 Consulting Group (R3) was engaged by the City of Petaluma (City) to review City-specific alternatives to the solid waste services currently provided by the Sonoma County Waste Management Agency (SCWMA or Agency) should the City decide to withdraw from the Agency and/or to provide those services outside of the Agency. This letter report presents R3's findings, and is organized into the following sections:

- Background;
- Summary Findings;
- Recommendations; and
- SCWMA Program Alternatives.

## Background

The SCWMA was formed in 1992 as a Joint Powers Authority (JPA) in response to the Integrated Waste Management Act of 1989 (AB 939). The Agency currently provides the following four (4) core services to its 10 Member Jurisdictions, including the City:

- **Composting/Organics** – The Agency processes approximately 100,000 tons of wood waste, yard waste and organics per year at the Central Compost Site.
- **Household Hazardous Waste (HHW)** – The Agency provides programs for the collection and disposal of toxic materials, chemicals, E-Waste, and used oil products.
- **Education and Outreach** – The Agency produces an annual "Recycling Guide" and helps to coordinate County-wide educational efforts, among other outreach and education activities.
- **Planning and Reporting** – The Agency completes all required planning and reporting documents for submission to CalRecycle on behalf of all the Member Jurisdictions.

The Agency's Composting/Organics processing program is funded by yard waste and wood waste tipping fees charged at the Central Compost Site, while the other three programs are funded through the Agency's per ton surcharge on solid waste disposed at the Central Disposal Site. A small amount of additional funding is received through contract revenues and grants. On October 15, 2014, the Agency Board lowered the surcharge from \$5.95 to \$4.85 per ton for the "committed cities" effective January 1, 2015 for mixed waste and organic waste (green

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waste/vegetative waste) entering the Central Landfill.<sup>1</sup> Based on SCWMA Board action on December 17, 2014, the surcharge the City pays on solid waste tons taken to the Redwood Landfill was reduced to \$4.85 on January 1, 2015 as well. Additionally, the City will continue to not pay a surcharge fee on the organic waste taken to the Redwood Landfill.

Due to the lower fees, the City chose to use the Marin JPA's Redwood Landfill for \$75.42 per ton<sup>2</sup>, compared to SCWMA's \$114.00 per ton cost.<sup>3</sup> For 2013, the Redwood Landfill fees include Marin County JPA membership fees of \$13.80 per ton for the 30,533 tons the City disposed of at the Redwood Landfill in 2013, for a total of approximately \$492,000. Additionally, the City (including City residents who "self-haul" to Central) paid \$5.95 in 2013 to SCWMA per ton disposed at the Redwood Landfill, for a total of \$218,824<sup>4</sup> for participation in the SCWMA's HHW, public education, and AB 939 reporting programs.

Even though the City paid both JPAs for the above core services while only receiving them from SCWMA, the City has financially benefitted. Specifically, in 2013, the City's residents and businesses saved approximately \$1.6 million using the Redwood Landfill while paying SCWMA for the above core services because of the much lower tipping fees for refuse at Redwood as compared to the Central Disposal Site.

## Summary Findings

The following findings are based on analysis included in this Letter Report:

- As a member of the Agency, the City appears to share liability for the "Treatment System" (compost site) operated by the Agency, regardless of whether the City actively participates in this program. However, if the City does not participate in the compost program by not delivering its wood and yard waste, it appears that it does not have a vote in the operation of the compost program;
- The Agency is in the process of siting and constructing a new composting facility with costs in the range of \$55 million. The JPA agreement requires a unanimous vote of all member agencies to approve capital expenditures greater than \$50,000.
- Upon withdrawal from SCWMA, the City could replace the Composting/Organics, Education and Outreach, and Planning and Reporting Services currently provided by SCWMA at little to no net additional cost;
- The most efficient and cost effective option for an HHW program of the City would be to continue the current operation of using the Redwood Landfill for its organics and solid waste tonnages, while paying the SCWMA program fee by tonnage. Specifically, this option maintains the high level of service with the relatively low cost to the City that is not possible with any other option;

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<sup>1</sup> Per the "Central Disposal Site and Former Landfills Settlement Agreement with the County of Sonoma the City did not sign and is not a "committed city".

<sup>2</sup> 2014 rate provided by Redwood Landfill, 1.8% increase from previous rate of \$72.60; using 2014 rates with 2013 tonnages as 2014 tonnages have not been calculated yet (based on agreement between PR&R and Redwood Landfill dated January 17, 2014).

<sup>3</sup> Projected to increase to \$126.45 effective January 1, 2015.

<sup>4</sup> Includes City's direct payment for franchised tons taken to Redwood Landfill and self-haul tons taken to the Sonoma County Landfill by City residents, as reported by SCWMA (franchised tons at 30,533; self-haul tons at 6,244).

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- The City would continue to receive the existing level of services for HHW and AB 939 services for approximately \$218,824<sup>5</sup> by staying in the JPA. If the City were to withdraw, annual expenses would likely increase to approximately \$520,000 (refer to Table 1 for calculation inputs), based on operating its own HHW and providing its own AB 939 services, not including the costs of siting and constructing a HHW facility. The capital cost of providing a new HHW facility is estimated to be over \$1 million not including land purchase, if necessary;
- If the City withdraws from SCWMA, it would have to update and resubmit its AB 939 planning documents (SRRE, HHWE, and NDFE), which could cost as much as \$100,000 or more, although the cost could be less if the City's existing documents could be effectively updated<sup>6</sup>;
- The penalty for withdrawal is unknown. The JPA agreement provides for a "penalty as set by the JPA and adjusted from time to time to reflect the impact on the JPA" for a member agency that withdraws from the Agency. The penalty has not been established, but could be as much as \$100,000 if the cost related to updating the Agency documents and the portions of fixed Agency costs that the City current funds that would not be reduced are considered;
- If the City waited until February 2017 for the current JPA term to expire, they would not have to pay a penalty to SCWMA for withdrawing; and
- While it is difficult to compare the staffing and responsibilities of Joint Powers Authorities since their roles and responsibilities vary significantly, the services and staffing levels of SCWMA are comparable to other agencies that offer the same services and have similar budgets.

The following table outlines current costs, and the predicted costs for each alternative to current SCWMA services.

Table 1: Cost Comparison Between Current SCWMA Services and Alternative Services		
Service	Current Funding to SCWMA Programs <sup>†</sup>	Predicted Cost of Alternative Service
Composting and Organics	Do not currently receive this service from SCWMA	Rate of increase in organic processing at Redwood is expected to be much less than that at Central over time, due to the cost of building a new compost facility at Central.

<sup>5</sup> This is calculated from both the franchised and self-haul ton fees that are hauled within the City.

<sup>6</sup> If the City decided to not continue as a member of the JPA at the end of the current term in 2017, it would also be required to update its planning documents.

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Table 1: Cost Comparison Between Current SCWMA Services and Alternative Services		
Service	Current Funding to SCWMA Programs*	Predicted Cost of Alternative Service
Household Hazardous Waste	\$178,137	Contract with SCWMA: \$359,084 (per user cost calculated by SCWMA). Periodic Collection Events: \$40,000 (not a high enough level of service, see Clean Harbors quote in Attachment B). Build and Maintain Own Facility:** <ul style="list-style-type: none"> <li>• Approximately \$388,000 per year in operating costs (contract labor, materials, hazardous materials disposal costs); and</li> <li>• Approximately \$104,000 in HHW facility depreciation/debt service (\$1M for siting, permitting, building, and initial start-up depreciated over 10 years).</li> </ul>
Public Education	\$37,877	Little to no extra cost, as franchise agreement with PR&R provides for one (1) full time equivalent Recycling Coordinator for the City; possibly \$5,000 for City specific outreach.
AB 939 Reporting	\$2,810	\$20,000-\$25,000 per year, either through employee time or consultant fees plus \$100,000 one-time cost of redoing required CalRecycle planning documents.
*Used \$218,824 to calculate HHW costs based on given costs of Public Education and AB 939 program; City pays SCWMA \$178,137 for franchise tons with the remainder of the \$218,824 paid by self haulers. **Used Novato Sanitary District (NSD) 2013 budget items for contractor, labor and material, and waste disposal costs; does not include periodic E-Waste and other collections events. May need to contract with Clean Harbors to raise the level of service of alternate to existing level of service provided by Agency.		

## Recommendations

Upon review of the City's options, R3 recommends the City continue their current participation in the JPA's provided HHW, Public Education, and AB 939 Reporting services and programs until the JPA agreement term is over in 2017. However, the City should discontinue its participation in the JPA-provided Composting program and continue directing its organics to Redwood Landfill for composting through its franchised hauler. While the City has replaced the Composting/Organics<sup>7</sup> services, the Education and Outreach, and Planning and Reporting Services of the Agency, the HHW program would be hard to replace at the current level of service and cost to the City. Additionally, the cost of updating the AB 939 planning documents and the unknown JPA withdrawal penalty amount should be considered in the City's decision.

If the City decides to remain in the Agency as currently configured, or as part of a successor agency post 2017, it should consider reducing its exposure to any long-term indebtedness or

<sup>7</sup> Currently the City is directing its franchised hauler to use the Redwood Landfill for Composting/Organics



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adverse environmental impacts related to a new composting site if it opts not to participate in this program. Specifically, the City should require that a "program opt out" provision be included in any revised or new JPA agreement whereby the City would not be liable for debt or adverse environmental exposure incurred by the Agency for programs it does not participate in.

## SCWMA Program Alternatives

If the City were to withdraw from the SCWMA, it would need to implement alternatives for each of the Agency's four core services. In addition, the City would be required to update the required AB 939 planning documents required by CalRecycle. A discussion of City-specific alternatives to the Agency's core services and required planning document updates is provided below.

### Composting

#### Current Activities

The City's hauler, Petaluma Refuse and Recycling (PR&R), has recently started hauling organics to the Redwood Landfill in northern Marin County, due to the increased capabilities of the facility to process food waste. As per the franchise agreement, PR&R is taking the City's organics to the Redwood Landfill at no additional cost to the City, even though the hauler is incurring an additional cost of approximately \$16,000 annually that will not be passed on to rate payers per commitments from PR&R. The current organics tipping fee is \$41.77 per ton at Redwood Landfill.

#### Available Alternatives

The best alternative to using the Redwood Landfill would be to take organics to the County's Central Compost Site, as the City had done prior to using the Redwood Landfill. The Central Compost Site is the only permitted large capacity compost facility within Sonoma County, with a maximum permitted capacity of 612 tons per day (tpd) and average throughput of approximately 300 tons per day. The site processes around 100,000 tons of wood waste, yard waste and organics per year. The Central Compost Site is owned by Sonoma County, with supervision of operations provided through the Agency. The Agency in turn contracts with Sonoma Compost Company for operation of the facility. Accordingly, while the Central Compost Site property is owned by Sonoma County, the County does not have any direct control over the site's operations.

The Composting/Organics processing operations at the Central Compost Site are funded by compostable materials tipping fees paid by program customers and by revenue shared between the Agency and its contractor, Sonoma Compost Company. The current yard waste tipping fee at the Central Disposal Site is \$34.10 per ton (transfer stations charge \$36.20 per ton). The current wood waste tipping fee is \$27.60 per ton (transfer stations charge \$29.70). The Agency's Composting/Organics program is self-sustaining and does not receive any funding from the Agency's \$4.85 per ton surcharge on solid waste tons.

However, the Agency is committed to building a new composting facility and has completed a recent engineering study that estimates those costs in the range of \$55 million.<sup>8</sup> The cost to finance the new facility will undoubtedly increase the cost of tipping fees for organics at Central or at an alternate site to well above what is currently charged at Redwood.

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<sup>8</sup> The JPA agreement requires a unanimous vote of the total membership for capital expenditures greater than \$50,000 (Section 4 of the JPA agreement).

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### Effectiveness/Efficiency

The Central Compost Site is currently only permitted to accept "vegetative material," while Redwood Landfill's composting operation has a full food waste permit. The delivery of organics to the Redwood Landfill provides the City with the ability to incorporate a wider range of food waste composting services (e.g., meat scraps and dairy) into the residential organics program and implement a full scale commercial food waste program. The incorporation of commercial food waste composting is necessary because of the recently passed State mandate AB 1826, which requires commercial organics recycling starting in 2016. This increases the service levels available to residents and businesses, with an associated increase in the potential diversion of food waste from both the residential and commercial waste streams.

## Household Hazardous Waste (HHW)

### Current Activities

The Agency operates a Toxics Collection Facility at the Central Disposal Site through a contract with Clean Harbors Environmental Services, and conducts weekly Community Toxic Collection Events and monthly Community E-Waste Collection Events.<sup>9</sup> Additionally, SCWMA partners with two used oil collection locations and offers a "Toxic Rover" on-call pickup program. Member jurisdiction residents and businesses dispose of HHW materials through these services free of charge, with the exception of the Toxic Rover service that has a fee of \$50 per pickup (or free for seniors over 80 and housebound residents). In FY 2012-13, over 24,000 residents/businesses participated in the Agency's HHW programs by using the Toxics Collection Facility and related programs.<sup>10</sup>

It should also be noted that the State of California has recently introduced legislation (AB 45, Mullin, introduced December 1, 2014) that expresses the intent to "enact legislation that would establish curbside household hazardous waste collection programs, door-to-door household hazardous waste collection programs, and household hazardous waste residential pickup services as the principal means of collecting household hazardous waste and diverting it from California's landfills and waterways." This legislation appears to suggest a potential shift towards requiring jurisdictions to provide high levels of HHW collection services in the near future. However, at this point there is no timeline or implementation schedule for enacting any specific requirements on jurisdictions.

### Available Alternatives

Alternative HHW program options for the City include:

- Contracting with an existing HHW program:
  - Novato Sanitary District;
  - Marin County JPA;
  - SCWMA (as a non-member agency);
- Developing and operating its own facility;

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<sup>9</sup> A total of four Community Toxic Collection Events have been scheduled in Petaluma between January 2014 and April 2015. No Community E-Waste Collection Events are scheduled in Petaluma between October 2014 and May 2015.

<sup>10</sup> Based on Table 8 "FY 2012-2013 HHW Program Participation" from R3 report to SCWMA: "Evaluation of Current Activities and Service Delivery Options."

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- Partnering with another jurisdiction(s) (e.g., the City of Santa Rosa) to develop an alternative facility; and
- Contracting with an HHW service provider (e.g., Stericycle, Clean Harbors, Curbside Inc.) to provide on-call and/or periodic collection events.<sup>11</sup>

### Cost Comparison

#### Current Program Value

Based on the Agency's average cost of \$66 per participant and 5,417 City participants, the City's calculated "value" from the program was \$359,084 in 2013.<sup>12</sup> Actual costs as a portion of what the City paid the Agency in fees in 2014 is estimated to be \$178,137, as presented in Table 1.

#### Contracting with an Existing Program

The closest available alternative facility is located in the City of Novato and operated by the Novato Sanitary District (NSD). The facility is open 4 days per month from 8:30 am to 1:30 pm on the first and third Sunday and Monday of each month. NSD uses Philip Services as their hazardous waste contractor for a majority of the operations. Residents arrive at the facility and are lined up outside of the receiving area while one car is serviced at a time. The HHW technician handles the unloading, testing, and administrative processing of the item, which takes a total of around 15 minutes per program participant. The residents are not allowed out of the car during the processing. After the items have been processed, the car exits the receiving area and leaves through the front facility gates. There are specific signs posted to direct traffic within the site. After the participant leaves, the items are taken to the Control Room, a state and federal Department of Transportation certified room, for the sorting and labpacking process. There are also two hazardous material storage bins used to contain the material prior to it being transported to its final destination. The facility also has an office area, which is used as a break room for the staff and an office for record keeping and administrative duties. Additionally, there is a Battery, Oil, and Paint collection center that is operated Tuesday through Sunday, 10am-4pm. Some products, such as antifreeze, are collected by Evergreen Environmental, while all types of batteries, paint, and fluorescent tubes and bulbs are packaged and shipped by Philip Services. The average cost for the Novato Hazardous Waste Program for 2013 was more than \$90 per participant, which is \$24 more per participant than the SCWMA. Based on a site visit and operator interview at the Novato facility, these costs do not include any cost of the facility which is provided free of charge for the purpose. While it is not clear if this figure includes costs attributed to the 19 small quantity commercial generators that used the facility in 2013, it does not appear that the Novato facility would be a more cost effective option on a per-participant basis. Additionally, when asked about the potential of the City contracting with NSD for HHW services, the program manager was not open to the opportunity.

While contracting with the Marin JPA HHW program was considered, the JPA was not open to contracting with the City for HHW services because their agreement does not allow for it, even if the City is paying for the program through their tipping fees at the Redwood Landfill.

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<sup>11</sup> Stericycle (based in San Jose) reported that there would be a base charge of \$450 per pickup plus disposal and that their service is geared toward commercial generators. Planning level budget information for on-call and periodic collection events has been requested from Clean Harbors and Curbside Inc.

<sup>12</sup> Based on Table 7 "FY 2012-2013 HHW Program Costs by Member Jurisdiction" from R3 report to SCWMA: "Evaluation of Current Activities and Service Delivery Options."



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The option of contracting back to SCWMA for HHW services has yet to be reviewed, however it is reasonable to assume that the cost for the program will be higher for non-Agency members. The SCWMA calculated "value" of their program is \$359,084, which provides for a good starting point for an estimate if the City were to contract back to SCWMA.

A review of the costs for more than 20 permanent household hazardous waste facilities found an average cost of more than \$80 per participant.<sup>13</sup> This comparative information tends to support the reasonableness of the Agency's current program, particularly given the high level of service provided to the City's residents. In addition, NSD's HHW program and other potential existing program options (e.g., Marin County) would not provide the Community Toxic Collection Events that the City currently receives through the Agency's HHW program.

#### Developing Facility

Developing the City's own HHW facility would require major financial, educational, and time commitments by the City. Similarly, partnering with another city would likely require similar commitments. Siting and permitting a permanent HHW facility can be time consuming and may be controversial, especially given that the Agency's current HHW facility is within close proximity to the City, which would create a redundancy in services provided. The construction and operation of a HHW collection facility requires numerous permits from some or all of the following entities, which are also listed in Attachment A:

- Planning Department;
- City/County Clerk;
- Building Department;
- Utility Company;
- Local Enforcement Agency;
- Regional Water Quality Control Board;
- Air Pollution Control District/Air Quality Management Board;
- California Highway Patrol;
- Department of Toxic Substances Control;
- California Department of Health Services;
- Coordinated Unified Program Administrator (CUPA);
- Occupational Health and Safety Certification; and
- State Board of Equalization – Environmental Fee Division.

The basic development stages are:

- Facility sizing and design;
- Siting and permitting;
- Bid preparation/selection of vendors and contactors;
- CEQA analysis;
- Facility construction;

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<sup>13</sup> CIWMB; Permanent Household Hazardous Waste Collection Facility Project Development Guide, May 2008; Attachment B: Profile Sheets of Existing HHW Facilities.

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- Facility startup/acceptance; and
- Full-scale operations.

In addition to annual operating costs, capital costs for a permanent facility can be as much as \$1.0 million or more, not including property costs. Relatively simple facilities (e.g., pole barn facilities open on some or all sides) could cost significantly less. Based on the most recent annual financial report provided by Novato HHW, around \$387,000 is spent per year in operating costs. These operating costs would be similar if the City operated a similarly sized facility. If the City were to maintain an HHW facility similar to NSD, the City residents would receive a lower service level at a higher annual cost to the City as compared to the current arrangement with the Agency, due to less hours of operation and less community collection events than currently offered by the Agency's HHW program.

#### Periodic Collection Events

Some form of permanent HHW facility has become a typical component of HHW programs in California, particularly in Northern California. An alternative option to developing a permanent facility or contracting with another existing facility for use by the City's residents would be for the City to provide periodic collection events, with or without an on-call collection option. This option is similar to the Community Toxic Collection Events currently provided periodically in the City through the Agency's program. Clean Harbors reported that they could provide that service at a cost in the range of \$45,000 per an event (see Attachment B). Clean Harbors estimates that 2 percent of residents (households) will participate in a well-publicized one-day event. Based on a total of 21,737 households<sup>14</sup>, this would translate to approximately 430 participants per event. SCWMA estimated 5,417 total City of Petaluma program participants. To achieve a level of service comparable to SCWMA's events, the City would have to host around 13 events annually, for a total of \$585,000. To maintain the current level of service, this option alone would not be enough.

#### **Effectiveness/Efficiency**

The Sonoma County Central Landfill is located within the County, approximately 9 miles (15 minutes) from downtown Petaluma, and the facility is open 3 days per week (Thursday, Friday and Saturday from 7:30 am to 2:30 pm). NSD's facility is approximately 10 miles (13 minutes), however that facility is only open on the first and third Sunday and Monday of the month from 8:30 am to 1:30 pm. The more limited hours of NSD's facility, however, would result in reduced convenience for the City's residents. Marin County JPA's facility in San Rafael is more than 22 miles (25 minutes), although that facility is open Tuesday through Saturday from 8:00 am to 3:30 pm. Even if the City could reach an agreement with NSD or Marin County JPA for the use of their facilities, this would represent a decrease in the current service level. In order to maintain the current level of services, the City would have to reach an agreement with NSD or Marin County JPA for the use of their facilities and contract for periodic Community Toxic Collection Events, similar to those currently provided by SCWMA.

Siting a facility within City limits is the most costly and time-consuming option. Additionally, siting a second facility close to the current facility would be a redundancy, as the Agency's facility at the Sonoma County Landfill and NSD's facility are within a reasonable distance to provide convenient options for the City's residents.

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<sup>14</sup> Source: <http://suburbanstats.org/population/california/how-many-people-live-in-petaluma>

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### Overall Assessment

If the City wishes to continue to provide residents with the current level of service they receive through SCWMA for HHW, it appears unlikely that it will be able to find an existing program or develop a facility at a cost that is comparable to the level of service currently provided by the Agency. Additionally, as discussed above, contracting with an alternative existing facility would represent a decrease in the current service level, unless the City were to also contract for periodic Community Toxic Collection Events similar to those currently provided by the Agency.

It appears that the most convenient, comprehensive and cost effective option would be for the City to remain a member of the Agency, as the cost is lower than the other options for a higher level of service. While the City could contract back to the Agency as a non-member, the cost for a non-member would be expected to be much higher than what the City is currently paying per a program participant.

### Public Education

#### Current Activities

Education and outreach programs provided by the Agency include:

- Organizing and coordinating County-wide education efforts;
- Publishing an annual "Recycling Guide";
- Maintaining the Agency's website at [www.recyclenow.org](http://www.recyclenow.org);
- Answering questions via the "Eco-desk" telephone and email address;
- Attending and staffing booths at local events such as fairs, symposiums, farmers' markets and conferences;
- Home composting education by UC Cooperative Extension;
- Used Motor Oil/Filter Recycling education;
- Spanish Language Outreach (all Agency education programs have English and Spanish language components); and
- Mandatory Commercial Recycling Outreach program – includes database that lists the commercial entities in Sonoma County subject to State recycling requirements.

#### Available Alternatives

If the City were to pull out of the Agency, it appears that PR&R could satisfy many, if not all, of the City's public education requirements. In reviewing the City's franchise agreement with PR&R, specifically "Section 9 - Customer Service, Billing, and Public Education" (Attachment C), the hauler has certain existing responsibilities for public education, including employing one full time equivalent residential and commercial education coordinator. In addition, the Agreement also specifies various Residential and Commercial Education Program requirements.

#### Cost Comparison

Based on population, the City's current "value" for SCWMA's public education program is \$37,877, which is 11% of the SCWMA's total public education program cost.<sup>15</sup> In the case that

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<sup>15</sup> Based on Table 10 "FY 2012- 2013 Education and Outreach Program Costs by Member Jurisdiction" from R3 report to SCWMA: "Evaluation of Current Activities and Service Delivery Options."

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the City decides to leave the SCWMA, it appears likely that the City's franchised hauler could provide generally comparable public education and outreach through the full time equivalent residential and commercial education coordinator, as stated in the City's franchise agreement, at little additional cost.

#### **Effectiveness/Efficiency**

Shifting from the Agency's public education and outreach program to one managed and operated by PR&R is unlikely to have a significant impact on the effectiveness or efficiency of City public education and outreach efforts. A case could be made that by making effective use of the required PR&R full time education coordinator; public education and outreach efforts could be more effectively tailored and focused to the needs to the City's residents and businesses than the Agency's current program.

### **AB 939 Reporting**

#### **Current Activities**

The Agency currently completes all required planning and reporting documents for submission to CalRecycle on behalf of all of the Member Jurisdictions. This includes:

- Electronic Annual Report (EAR);
- HHW Program Reports (HHW Annual Report and E-Waste Annual Report);
- Source Reduction and Recycling Element (SRRE);
- Household Hazardous Waste Element (HHWE);
- Nondisposal Facility Element (NDFE); and
- Five-Year Countywide Integrated Waste Management Plan (CIWMP).

#### **Available Alternatives**

If the City were to pull out of the Agency it would be responsible for its own AB 939 recording and reporting. This could be completed by City staff and/or a consultant, or contracted to another agency (e.g., contracted back to the Agency).

#### **Cost Comparison**

The City and each of the other Agency member jurisdictions receive this service at a "value" of \$2,810 per year, as the cost to the Agency does not differ based on the jurisdiction size. Because SCWMA is a regional reporting agency, they can submit one report on behalf of all the member jurisdictions, which provides economies of scale and results in an overall lower cost. If the City were to separate from SCWMA, they would have to track their diversion rates throughout the year in order to prepare the Annual Report for CalRecycle. Additionally, if the City were to contract out for Annual Report preparation services, R3 estimates, based on experience elsewhere, that the cost would be in the range of \$20,000 to \$25,000. However, if the City withdraws from SCWMA, it would have to update and resubmit its AB 939 planning documents (SRRE, HHWE, and NDFE), which could cost as much as \$100,000 or more, although the cost could be less if the City's existing documents could be effectively updated.

#### **Effectiveness/Efficiency**

While the City could take over AB 939 reporting requirements from the Agency, regardless of whether it did so with City staff or using a consultant, it would not be able to match the cost efficiency or effectiveness of the Agency's reporting services given the lack of economies of scale, especially considering the costs to re-do the AB 939 planning documents.

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## Document Updates

According to CalRecycle (Attachment D), if the City were to leave the Agency:

- The Agency would have to submit an amended agreement to CalRecycle for approval of the Agency's Board of Directors;
- The City would have to submit individual SRREs, HHWEs and NDFEs to CalRecycle for approval since the regional SRRE, HHWE and NDFE, as well as CIWMB's approving resolution expressly indicate that these documents will supersede the individual SRREs, HHWEs and NDFEs for all members;
- The City would have to complete and submit a Mandatory Commercial Recycling (MCR) Plan; and
- The City would not need to re-do its Base Year Study. CalRecycle would calculate new target for the individual cities leaving the Agency as well as for the Agency. The most recent disposal would be used as a proxy to determine which percentage of the Agency's base generation belonged to the individual cities leaving the Agency as well as the Agency.

The level of effort required to produce these documents would depend in part on the extent to which the City's original AB 939 planning documents could be effectively updated. In any case R3 would anticipate that the associated costs would be perhaps \$100,000 or more if performed by a consultant. If the Agency terminates in 2017 with no successor agency taking its place, the City may be faced with these costs.

## Penalty for Withdrawing from Sonoma County Waste Management Agency

Based on the SCWMA agreement that the City entered in 1992, there is a penalty fee of an undetermined amount for withdrawal. Specifically, Section 20 (Term of This Agreement) (Attachment E) states that:

*"Should any city desire to withdraw from the JPA a ninety (90) day notice shall be submitted in writing to the Agency. A penalty as set by the JPA and adjusted from time to time to reflect the impact on the JPA shall be paid by the City to the Agency for the withdrawal."*

While the amount of the penalty has not been determined, costs that may factor into the calculation of any such penalty could include any portion of fixed capital or operating costs that the City is currently covering that would not be reduced or eliminated as a result of the City withdrawing from the JPA, such as:

- Professional services;
- Contract services, including any composting or HHW facility capital costs;
- Administrative costs;
- Legal services; and
- Enforcement agency fees.

A copy of the JPA's FY 2013-14 budget is provided as Attachment F. Additionally, if the City were to withdraw from the Agency, the Agency be required to update its planning documents, which might add to the withdrawal penalty amount. It is certainly conceivable that all such costs



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could be as much as \$100,000 or more. If the City were to not sign up when the current JPA term is over in February 2017, the City would not have to the withdrawal penalty.

## Fees: Out-of-County Charges and Rate Adjustments to Customers

Under the current system, the City's hauler pays for the HHW and AB 939 programs offered by SCWMA, as well as the fees for using an out-of-County landfill. Section 11.2 "HHW and AB 939 Program Fees" of the City's franchise agreement with PR&R states:

*"Contractor shall pay the City an amount equal to the applicable fee levied by the Sonoma County Waste Management Authority for providing the HHW and AB 939 programs to the City. In addition, if the Approved Disposal Site is an out-of-County landfill, or if the Contractor directs any waste out of the County for disposal for any reason, the Contractor shall be responsible for the payment of any Joint Powers Authority (JPA) fees associated with the out-of-County disposal."*

Based on SCWMA's calculation of the fee on 2012-2013 out-of-County franchised tons, the City/PR&R paid the SCWMA \$181,654.<sup>16</sup> Based on the surcharge of \$5.95/ton being lowered to \$4.85/ton by the SCWMA Board at their meeting on October 15, 2014, and the same total tonnage, the total fees to SCWMA would be \$148,071.

In order to reflect the decrease in fees paid to SCWMA, City customer rates would be lowered accordingly. As stated in Section 11.5 "Adjustment to Fees", if the City directs a change to the fee paid by PR&R, there will be an adjustment to service rates:

*"City may adjust the fees established in this Section 11 annually at any time during the Term of this Agreement. Any City directed changes (increases or decreases) to the Fees in this Section 11 will require an adjustment in the Maximum Service Rates in an amount equal to any such City directed change."*

In staying a member of SCWMA, the City's residents would experience a minor decrease in their garbage rates due to the drop in the surcharge rate on refuse while maintaining their current level of service for HHW, education and reporting.

## Benchmarking

The SCWMA is a CalRecycle-approved Regional Agency responsible for submitting annual reports, disposal reports, and other reporting data on behalf of its member agencies. According to CalRecycle, there are 28 approved Regional Agencies established throughout California. In addition, there are various solid waste management JPAs that are not CalRecycle-approved Regional Agencies, including the Humboldt Waste Management Authority.

The JPA benchmarking table, located in Attachment G, outlines major JPAs in Northern California with varying levels of responsibilities, such as solely administrative, AB 939 reporting and program administration, and facility operation and management.

## Staffing Levels

As shown in the table, the number of staff for each JPA ranges from 4.5 to 27 depending on the services offered by the JPA and funding. Both SCWMA and the Marin County JPA are comparable in services offered and staffing levels, whereas the Central Contra Costa Solid

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<sup>16</sup> Based on calculations from correspondence with Patrick Carter (SCWMA) via email on 10/29/14: 30,530 (franchised tons-only tons subject to Out-of-County fee) x \$5.95 /ton (Out-of-County fee) = \$181,654.

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Waste Authority has a similar number of staff but oversees less member agencies and has a smaller budget. Both the Humboldt Waste Management Authority and the South Bayside Waste Management Agency have similar services, as far as operating multiple facilities, but differ in their staffing levels, number of member jurisdictions, and funding. For the predominately administrative activities undertaken by the Alameda County Waste Management Authority, they have a high level of staffing and a large budget.

#### **Activities**

All of the JPAs included in Attachment G offer basic administrative assistance for their member jurisdictions, including public outreach and education. Not all JPAs complete the AB 939 reporting for their member agencies, as they are not all recognized as reporting agencies by CalRecycle. SCWMA, the Marin JPA, and the Del Norte Solid Waste Management Authority all complete the annual reporting for their member jurisdictions. Additionally, all of the JPAs in the table except for the Central Contra Costa Solid Waste Authority and the Alameda County Waste Management Authority provide HHW services.

#### **Facility Operation/Management**

Of the JPAs included in the table, only the Humboldt Waste Management Authority and the South Bayside Waste Management Authority own and manage their own facilities. For this reason, their budgets are higher than the other JPAs (with the exception of the Alameda County Waste Management Authority). The other JPAs either contract out for services or are solely administrative organizations.

Attachment C

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\* \* \* \* \*

We appreciate the opportunity to be of assistance to the City. If you have any questions regarding this submittal, please feel free to contact me by phone at (916) 782-7821, or by email at rterwin@r3cgi.com.

Sincerely,

**R3 CONSULTING GROUP**



Richard Tagore-Erwin  
Principal

Attachments:

- Attachment A List of Potential HHW Permit Requirements
- Attachment B Clean Harbors Quote
- Attachment C PR&R Franchise Agreement Section 9 - Customer Service, Billing, and Public Education
- Attachment D CalRecycle Correspondence
- Attachment E Section 20 of SCWMA Agreement
- Attachment F JPA FY 13-14 Budget Summary
- Attachment G JPA Benchmarking Table



Attachment C

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Attachment A

List of Potential HHW Permit Requirements

R3

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R3

## 6. Regulatory Requirements and Permits

The construction and operation of a HHW collection facility requires numerous permits. Local ordinances and regulations may be much stricter than State or federal requirements. In the case of conflicting local/State/federal regulations, generally the strictest requirements should be followed.

Being that regulations constantly change, make sure that you are referencing the most recent applicable standards and requirements. The following is a basic list of some of potentially applicable permits. Some permits are listed under several organizations because both agencies need to grant an approval or permit.

After working with the Planning Department to identify potential sites for the facility and determining the applicable local land use requirements of the jurisdiction, calling the appropriate Coordinated Unified Program Administrator (CUPA) contact person is the first step in starting the permitting process.

A list of CUPA contacts can be found at [www.calepa.ca.gov/CUPA/Directory/default.aspx](http://www.calepa.ca.gov/CUPA/Directory/default.aspx).

The following is not an-all inclusive list of approvals and permits. Please check with your local regulatory agencies for any additional requirements that may apply to your specific project site and facility design.

### Planning Department

- Applicable zoning designation
- Conditional land use permit
- Coastal permit (if applicable; within 1000 yards of California coast)
- California Environmental Quality Act (CEQA)/environmental review and approval
- Requirements for special designated zones (e.g. Environmental Justice Zone)
- Planning Department notification to local enforcement if HHW facility is proposed to be located at an existing solid waste facility site

### City/County Clerk

- Business permit
- Business tax registration

### Building Department

- Clearing and grubbing permit
- Tree removal permit (check local requirements)
- Street tree permit
- Sign permit
- Grading/excavation permit
- Trenching permit
- Plumbing permit

## Attachment C

- Water heater permit
- Building/structure permit
- Utility hookup permit
- Construction inspection/approvals
- Operator and trade licenses
- Building occupancy permit
- Methane Zone (methane mitigation approval; must also receive Local Enforcement Agency approval of methane mitigation plan)
- Sewer connection permit
- Uniform Building Code

### Utility Company

- Utility hookup permits
- Water, gas, and/or electrical permit

### Public Works Department

- Industrial wastewater discharge permit
- Storm water treatment and discharge/runoff plan permit

### Local Enforcement Agency/California Integrated Waste Management Board

- Solid Waste Facilities permit revision (if at an existing permitted facility)
- Methane mitigation approval (if on or near a landfill)
- Revision/modification to the facility's technical document (e.g. Transfer Processing Report for Transfer Station, etc.)

### Regional Water Quality Control Board (RWQCB)

- Waste discharge requirement (permit) if at a facility regulated by RWQCB (at a landfill or at any location where groundwater may be impacted)
- Industrial wastewater discharge permit
- NPDES Permit
- Also notify the "watermaster" (any location where groundwater may be impacted and the location is under the jurisdiction of a court-appointed "watermaster")

### Air Pollution Control District/Air Quality Management Board or equivalent agency

- Permit for equipment that generates emissions (backup diesel generator, etc.)
- Landfill excavation permit (for construction at a landfill where solid waste may be encountered or removed for the foundation of a HHW facility)

### Fire Department

## Attachment C

- Fire permit
- Fire prevention plan
- Hazardous materials business plan
- Underground storage tank permit
- Uniform Fire Code and National Fire Protection Regulations

### California Highway Patrol

- Transportation of hazardous materials permit

### Department of Toxic Substances Control

- EPA ID number
- Treatment, storage, disposal facilities permit (if applicable)
- Notification of operation/changes in operations
- Underground storage tank permit
- Transportation of hazardous materials permit
- California waste exchange (California hazardous waste recycling laws)
- Hazardous waste manifest registration
- Copy of PBR permit

### California Department of Health Services—Radiological Health Branch

- Registration and licensing for radioactive materials (e.g. smoke alarms, etc.)

### Coordinated Unified Program Administrator (CUPA)

- Hazardous waste generator permit
- Permit by rule notification
- Hazardous materials business plan
- Operations plan/illness and injury prevention program
- Closure plan
- Fire permit
- Emergency and contingency plan
- Financial Assurance

### Occupational Health and Safety Certification

- 24-hour hazardous waste training requirement for staff
- Annual refresher courses/training
- Illness and injury prevention program
- Employee hazard communication requirements
- Prop. 65 notification requirements

### State Board of Equalization—Environmental Fee Division

## Attachment C

- Property and special taxes department environmental fee (if applicable)

### U.S. Army Corp of Engineers

- Wetland regulations: 402 Permit (if impacting wetland(s) or navigable waterway)

Each jurisdiction's permitting requirements are unique. Many of these regulatory requirements may be processed and reviewed in a combined manner. Sometimes the same regulatory requirement may require review and approval by multiple agencies before the condition is considered satisfied. The CUPA contact should be your initial starting point contact.

The most time-consuming regulatory requirement is likely related to land use. The documentation related to the California Environmental Quality Act (CEQA) may be substantial, especially if an environmental impact report is required. If there is opposition to the siting of the facility, the project may be challenged on the grounds that the environmental impact was not fully disclosed. CEQA requirements must be met before many of the other regulatory permits can be issued.

A recent development in CEQA documentation is the required analysis of the project impact on global warming. City planning departments, State agencies, and environmental interest groups are requiring an analysis of a project's construction and operational impacts on greenhouse gases due to the increase traffic to and from the facility, and the generation of greenhouse gases from the operations of the facility. Part of the analysis is the estimate of the greenhouse gas emissions and the impact on global warming if the HHW was disposed in the landfill.

Public hearing associated with any of the permits may result in delays in the project timeline if relevant issues are raised. The project developer should take an active proactive role in conducting education and outreach to the potentially impacted community as an integral part of addressing "Environmental Justice" so that community issues and concerns can be addressed early on in the overall project development process.

If the proposed HHW collection facility is to be part of an existing solid waste facility such as a transfer station or as part of a landfill operation, the existing Solid Waste Facilities Permit must be revised to incorporate the proposed operations. There are statutory procedures and timelines for revising solid waste facility permits, as well as required Environmental Justice informational hearing meetings that have to be held in the local community. For HHW collection facility buildings on or near landfills, special methane mitigation and detection plans have to be submitted not only to the local jurisdiction's Building and Safety Department, but also for approval by the Local Enforcement Agency (LEA). The CUPA contact can provide a list of the applicable local regulatory entities

Attachment B

Clean Harbors Quote

R3



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R3



Clean Harbors Environmental Services, Inc.  
1010 Commercial Street  
San Jose, CA 95112  
www.cleanharbors.com

October 28, 2014

Attn: Ms. Natasha Singh

Quote #2012216

Dear Ms. Singh:

Thank you for considering Clean Harbors Environmental Services, Inc. (Clean Harbors) for your household hazardous waste management needs. We are pleased to provide you with the following pricing. Additionally, Clean Harbors has the appropriate permits and licenses for the acceptance and disposal of the waste streams identified within this quotation.

In addition to providing household hazardous waste management services and disposal to our company owned and operated facilities, Clean Harbors offers a broad range of environmental services including:

- Waste Transportation & Disposal
- Laboratory Chemical Packing
- Field Services
- 24-Hour Environmental Emergency Response
- Industrial Services
- InSite Services

I look forward to continuing to service your environmental needs. To place an order, please contact our Customer Service group at 800.444.4244. If you have any questions or need further assistance, you may reach me at the number below.

Sincerely,

Curt W Lock  
Account Manager  
Phone: 408.451.5000



October 28, 2014  
Clean Harbors, Quote #2012216

**QUOTE SUMMARY**

<b>Description</b>	<b>Amount</b>
TASK 1: LABOR	\$24,558.00
TASK 2: DISPOSAL	\$14,108.50
<b>Subtotal</b>	<b>\$38,666.50</b>
<b>Estimated Recovery Fee</b>	<b>\$6,186.64</b>
<b>Estimated Waste Fee</b>	<b>\$33.28</b>
<b>QUOTE TOTAL</b>	<b>\$44,886.42</b>



October 28, 2014  
Clean Harbors, Quote #2012216

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**TASK 1: LABOR****LABOR, SUPPLIES, AND EQUIPMENT**

Amount	Description	Qty/UOM	Days
5	Chemist Overtime	12 hour	1
2	Equipment Operator, Overtime	12 hour	1
24	Field Technician Overtime	12 hour	1
1	Project Manager Overtime	12 hour	1
1	Box Truck	1 day	n/a
1	Forklift, 2,000Lb Capacity	12 hour	1
32	Modified Level D (Tyvec, Gloves and Boots)	1 each	n/a
3	Pickup/Van/Car/Crew Cab	1 day	n/a
2	Tractor w/Box Van	1 day	n/a
32	Per Diem / Subsistence	1 day	n/a
3	Personnel Staging Tent, 20' x 30'	1 day	n/a
1	Portable Toilets	1 day	n/a

\*Includes portal-to-portal travel time

<b>TASK 1: TOTAL LABOR, EQUIPMENT, AND MATERIAL</b>	<b>\$24,558.00</b>
Estimated Recovery Fee	\$3,929.28
<b>Estimated total, including Fees</b>	<b>\$28,487.28</b>

**TASK 2: DISPOSAL****DISPOSAL**

Profile/Waste Code	Waste Description	Qty	UOM	Price	Total
A31	SPECIFICATION OILS	1	55 gallon drum	\$105.00	\$105.00
B35	GLYCOLS	1	55 gallon drum	\$152.00	\$152.00
CFL1	MERCURY BULBS FOR RECLAMATION	200	feet	\$0.11	\$22.00
LBBGB	SMALL SEALED CELL BATTERIES AND PORTABLE ELECTRONICS FOR REC	1	each	\$100.00	\$100.00
LBD1	ALKALINE DRY CELL BATTERIES	250	pounds	\$0.70	\$175.00



October 28, 2014  
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Profile/Waste Code	Waste Description	Qty	UOM	Price	Total
	FOR RECLAMATION (MERCURY FREE)				
LBD2	NI-CAD BATTERIES WET OR DRY FOR RECLAMATION	225	pounds	\$0.70	\$157.50
LBLA	LEAD ACID BATTERIES FOR RECLAMATION	5	pallet	\$0.00	\$0.00
LCCR	LABPACK FOR INCINERATION	8	5 gallon pail	\$74.00	\$592.00
LCCR	LABPACK FOR INCINERATION	2	16 gallon drum	\$137.00	\$274.00
LCCR	LABPACK FOR INCINERATION	4	30 gallon drum	\$166.00	\$664.00
LCCR	LABPACK FOR INCINERATION	9	55 gallon drum	\$180.00	\$1,620.00
LCCRA	LABPACK ACID & ACID COMPATIBLES FOR INCINERATION	3	55 gallon drum	\$184.00	\$552.00
LCCRB	LABPACK BASIC & BASIC COMPATIBLES FOR INCINERATION	3	55 gallon drum	\$184.00	\$552.00
LCCRC	LABPACK ORGANICS FOR INCINERATION	15	55 gallon drum	\$180.00	\$2,700.00
LCCRO	LABPACK OXIDIZERS FOR INCINERATION	2	55 gallon drum	\$266.00	\$532.00
LCCRQ	AEROSOLS FOR INCINERATION	4	flex bin	\$520.00	\$2,080.00
LCHG2	LABPACK ELEMENTAL MERCURY FOR RETORT	1	5 gallon pail	\$368.00	\$368.00
LCY1	PROPANE CYLINDERS FOR RECYCLING	20	medium cylinder	\$10.50	\$210.00
LPTN	NON-PROCESSABLE PAINT & PAINT RELATED MTRL FOR INCINERATION	8	flex bin	\$336.00	\$2,688.00
LRCT	LABPACK REACTIVES FOR INCINERATION	100	pounds	\$5.65	\$565.00
				<b>Total</b>	<b>\$14,108.50</b>

Transportation price is included in the disposal price.

The following minimum price(s) will apply:

Profile/Waste Code	UOM	Minimum Price
LRCT	5 gallon pail	\$105.00

### LABOR, SUPPLIES, AND EQUIPMENT

Amount	Description	Qty/UOM	Days	Price	Total
1	16 Gal / 70 L Poly Drum 1H2/Y56/S	1 each	n/a	\$0.00	\$0.00
4	30 Gal / 120 Litre Poly Drum 1H2/Y142/S	1 each	n/a	\$0.00	\$0.00



October 28, 2014  
Clean Harbors, Quote #2012216

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Amount	Description	Qty/UOM	Days	Price	Total
13	5 Gal / 20 Litre Poly Drum 1H2/Y1.5/60	1 each	n/a	\$0.00	\$0.00
14	55 G / 205 L Steel Drum, Reconditioned 1A2/Y1.2/100 (17-H)	1 each	n/a	\$0.00	\$0.00
8	55 Gal / 205 Litre Open Head Poly, Reconditioned Drum 1H2/Y2	1 each	n/a	\$0.00	\$0.00
10	Flexbin, 1 Cubic Yard Flexbin 11G/Y/2022/1122	1 each	n/a	\$0.00	\$0.00
5	Speedi Dry	1 bag	n/a	\$0.00	\$0.00
40	Vermiculite 4 cuft	1 bag	n/a	\$0.00	\$0.00
				<b>Total</b>	<b>\$0.00</b>

<b>TASK 2: TOTAL ESTIMATE</b>	<b>\$14,108.50</b>
Estimated Recovery Fee	\$2,257.36
Estimated Waste Fee	\$33.28
<b>Estimated total, including Fees</b>	<b>\$16,399.14</b>

#### WASTE CLASSIFICATIONS SPECIFICATIONS

Waste Code	Description
A31	<p><b>Specification Oils</b></p> <p>Solids Content less than 6% Ash less than 5% PCB less than 2 VOCs less than 1% if lighter than mineral spirits Less than 10% medium boiling hydrocarbons less than 90% high boiling hydrocarbons Viscosity less than 1,000 CPS Organic Chlorine (organic phase) less than 5,000 PPM Flashpoint greater than 141F pH = 4 - = 11 Caustic Coagulation Must pass Total Arsenic less than 5 ppm Total Lead less than 100 ppm PRIMARY DISPOSAL METHOD: OIL RECOVERY PRIMARY DISPOSAL METHOD: OIL RE-REFINING</p>
B35	<p><b>Glycols</b></p> <p>Ethylene or propylene glycols Minimum yield 25%</p>



October 28, 2014  
Clean Harbors, Quote #2012216

Page 6 of 7

## WASTE CLASSIFICATIONS SPECIFICATIONS

Waste Code	Description
B35	<p><b>Glycols</b></p> <p>Must be non hazardous pH 3-11 Flash point greater than 140°F Less than 1 inch solids in drum No pesticides Less than 5 percent oils PCB's non detectable Must be amenable to aqueous treatment Must be compatible with oil and water Must be compatible with oil and water</p>
CFL1	<p><b>Mercury Bulbs For Reclamation</b></p> <p>Less than 5 percent broken bulbs Intact 4 foot or 8 foot bulbs Packaged in original bulb boxes or specialty containers Shrink wrapped to pallets No free mercury PRIMARY DISPOSAL METHOD: RECLAMATION</p>

## GENERAL CONDITIONS

- Except where superseded by an existing services agreement the following terms and conditions apply to this quoted business.
- Prices firm for 30 days.
- Terms: Net 15 Days
- Interest will be charged at 1.5% per month or the maximum allowed by law for all past due amounts.
- Local, state and federal fees/taxes applying to the generating location/receiving facilities are not included in disposal pricing and will be added to each invoice as applicable.
- Materials subject to additional charges if they do not conform to the listed specifications.
- Electronically submitted profiles will be approved at no charge. Paper profiles will be charged at \$75.00 each.
- Compressed gas cylinders requiring special handling due to inoperable valves will be assessed an additional charge of \$400.00 per cylinder. Cylinders larger than medium size will be quoted case by case. This charge may be sent as supplemental invoice.
- A variable Recovery Fee (that fluctuates with the DOE national average diesel price), currently at 16.0%, will be applied to the total invoice. For more information regarding our recovery fee calculation please go to: [www.cleanharbors.com/recoveryfee](http://www.cleanharbors.com/recoveryfee).
- Pickups that require same day or next day service may be subject to additional charges.



October 28, 2014  
Clean Harbors, Quote #2012216

**GENERAL CONDITIONS**

- Pickups cancelled within 72 hours of scheduling will be subject to cancellation charges.
- Transportation charges to the final disposal facility will be charged in addition to local transportation to our truck to truck hub/local facility and will vary with logistics and routing.
- Time over eight (8) hours in the normal workday and all day Saturday is considered overtime and will be billed at 1.5 times the applicable straight time rate for all billable personnel unless otherwise quoted. Sunday and Holidays are considered premium time and will be billed at 2.0 times the applicable straight time rate for all billable personnel unless otherwise quoted.
- Standard disposal conversions (excluding minimums) apply to containers other than 5 gallon drums unless otherwise quoted: 6-20g 60%, 21-30g 75%, 31-55g 100%, 56-85g 145%, FBIN 350%, TOT2(<300gal TOTE) 500%, TOTE 630%.
- In the event that legal or other action is required to collect unpaid invoice balances, Customer agrees to pay all costs of collection, including reasonable attorneys' fees, and agrees to the jurisdiction of the Commonwealth of Massachusetts.

**ACKNOWLEDGEMENT**

Your signature below indicates your acceptance of the pricing and terms detailed in the quote above.

Thank you for the opportunity to be of service.

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Signature	PO#	Date
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Print Name

Quote # 2012216



Attachment C

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# Attachment C

PR&R Franchise Agreement Section 9 – Customer Service, Billing, and Public Education

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1            **SECTION 9 –CUSTOMER SERVICE, BILLING AND PUBLIC EDUCATION**

2        **9.1      Public Education**

3        Contractor's public education program shall focus on providing information to Customers in accordance with  
4        the specific requirements described in this Section and Exhibit 6. Educational media shall include, but not be  
5        limited to: biannual newsletters, flyers, door hangers, notification tags, and direct contact. Information shall  
6        be provided to solicit feedback about the service and suggested improvements/changes, and to educate  
7        Customers about source reduction, re-use, and Recycling opportunities. Materials shall be printed on paper  
8        containing the highest levels of Recycled content material as is reasonably practical with a minimum  
9        requirement of 30% post-consumer content based on Federal standards.

10       All public education materials required in this Section and Exhibit 6 shall be printed in English and Spanish,  
11       with reference to where Spanish language materials can be obtained included as part of Contractor's web site,  
12       made available at Contractor's Petaluma business office, and made available for mailing to a Customer a upon  
13       request by a Customer.

14       Contractor shall allow the City to review and approve all public education materials.

15       During the Term of the Agreement, the Contractor shall employ at least one (1) full-time equivalent  
16       residential and commercial education coordinator.

17       If Contractor fails to perform some or all of the requirements of the public education program described in  
18       this Section and in Exhibit 6, the Contractor shall pay the City Liquidated Damages as described in Section  
19       14.4.

20            **9.1.1    Residential Education Program**

21        Contractor shall perform the following public education activities throughout the Term of the Agreement:

22            **9.1.1.1**    As necessary, Contractor's outreach coordinator will prepare and distribute a  
23        brochure describing how to prepare Organic Materials for Collection. This brochure shall instruct Customers  
24        as to any necessary preparation of Organic Materials, such as the cutting of items, placement of materials  
25        outside a Cart (provided such material is bundled in lengths less than three feet and bundles that weigh less  
26        than 30 pounds), and the appropriate use and placement of Organic Materials Carts.

27            **9.1.1.2**    As necessary Contractor's Outreach Coordinator will prepare and distribute a  
28        brochure describing how to prepare Recyclable Materials for Collection. Contractor shall inform Residents as  
29        to the acceptable materials that can be included in the Recyclable Materials Carts and any common  
30        contaminants to be excluded from Collection.

31            **9.1.1.3**    Prior to the holiday season, the Outreach Coordinator shall prepare a bill insert  
32        describing the dates, time, and places of all holiday tree Collection Drop Boxes. The same information shall  
33        also be advertised in the Press Democrat and the Argus Courier.

34            **9.1.1.4**    Contractor's Outreach Coordinator shall prepare and distribute a flyer describing  
35        the Residential annual clean-ups as described in Section 5.4. Public education materials for the annual clean-  
36        ups shall include preparation, printing, and mailing of a flyer announcing and describing the services and  
37        advertising in the Press Democrat and the Argus Courier.

38            **9.1.1.5**    Contractor's Outreach Coordinator shall visit homeowner associations or other  
39        groups to promote and explain the program throughout the Term of the Agreement, as requested by the  
40        associations or scheduled by the City.

Franchise Agreement Between the City of Petaluma and PR&R 11/19/2012

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1                   9.1.1.6    A corrective actions notice shall be prepared and used in instances where waste  
2 Generators set out inappropriate materials prior to start-up.

3                   9.1.1.7    School education programs to teach students about source reduction, re-use, and  
4 Recyclable Materials shall be prepared and made available to schools by Contractor's outreach coordinator.

5                   9.1.1.8    Non-program related information on source reduction, re-use and Recyclable  
6 Materials (e.g. junk mail reduction, Household Hazardous Waste events, grass cycling, Composting, etc.) shall  
7 be made available by the outreach coordinator. This information will also be included in the "Petaluma  
8 Refuse & Recycling News" newsletter.

9                   9.1.1.9    Contractor's outreach coordinator will annually prepare a mailing to Residents  
10 describing the Street Sweeping schedule and map.

11                   9.1.1.10   Contractor's biannual newsletter "Petaluma Refuse & Recycling News" shall be  
12 sent to all Residential and Commercial accounts in Petaluma. The newsletter shall be reviewed and approved  
13 by City staff prior to distribution. A Spanish language version of this newsletter shall be made available  
14 electronically on the Contractor's website, and shall also be made available for pickup from Contractor's  
15 business office in the City. The Spanish language version of the newsletter shall be mailed free-of-charge to  
16 those Customers who have requested it, and Contractor shall maintain a mailing list of those Customers  
17 requesting this service.

18                   **9.1.2    Commercial Education Program**  
19 Contractor shall perform the following public education activities throughout the Term of the Agreement:

20                   9.1.2.1    The outreach coordinator will prepare and distribute a Recyclable Materials  
21 resource guide to provide vendors' names, numbers and contacts for purchasing Recycled products, re-use  
22 donation locations, and other Recyclable Materials companies, to be updated annually.

23                   9.1.2.2    Contractor's biannual newsletter "Petaluma Refuse & Recycling News" shall be  
24 sent to all Residential and Commercial accounts in Petaluma. The newsletter shall be reviewed and approved  
25 by City staff prior to distribution. A Spanish language version of this newsletter shall be made available  
26 electronically on the Contractor's website, and shall also be made available for pickup from Contractor's  
27 business office in the City. The Spanish language version of the newsletter shall be mailed free-of-charge to  
28 those Customers who have requested it, and Contractor shall maintain a mailing list of those Customers  
29 requesting this service.

30                   9.1.2.3    A corrective actions notice shall be prepared and used in instances where waste  
31 Generators set out inappropriate materials prior to start-up.

32                   **9.1.3    All Customers**  
33 Contractor, through its "Petaluma Refuse and Recycling News" newsletter or other public education  
34 materials, shall educate Generators regarding proper methods of handling and Disposing of Hazardous  
35 Waste.

36                   **9.2    Billing**

37                   **9.2.1    General**  
38 The City shall establish the maximum Rates and fees that Contractor may Charge Customers for Collection  
39 services pursuant to Section 10. Contractor shall bill all Customers and collect Billings at Rates not to exceed  
40 City-Approved Maximum Service Rates. Contractor shall not Charge Customers in excess of City-Approved

Attachment D

CalRecycle Correspondence

R3

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## Attachment C

### Natasha Singh

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**From:** Ferrero, Samuel@CalRecycle <Samuel.Ferrero@calrecycle.ca.gov>  
**Sent:** Wednesday, August 27, 2014 9:26 AM  
**To:** Natasha Singh  
**Subject:** RE: Follow Up Questions

Hi Natasha, here are the answers to your questions highlighted in blue.

- I believe that the jurisdiction submitted planning documents in the early 90s, right before the JPA was formed. Could these be updated to fulfilling the planning document requirement? If the jurisdiction submitted its own planning documents and got approval from the previous Board prior to joining the JPA (all of Sonoma Js submitted its individual SRRE and HHWE and got approved documents in 1995), they do not need to submit a new set of planning documents, assuming the same programs will be implemented (program implementation will be status quo or better) after separating from the JPA.
- Other than the effect of the JPA having to redo their base year study, what other effects might there be on the member jurisdictions if one decides to leave? The jurisdiction will not redo their base year study. CalRecycle staff will re-calculate the Jurisdiction's target rate based on the available data in DRS.
- Would the update of documents be able to be submitted directly to the Waste Board for approval or would they have to complete the whole process of submission including JPA comment, CEQA, etc? Again, if the jurisdiction has approved planning documents and will implement the same programs that were implemented while in JPA, the jurisdiction do not need to develop and submit new planning documents. The jurisdiction needs to provide us MCR plan like JPA did as JPA has been taking care of the MCR for member agencies. Any other program update can be done via Electronic Annual Report; EAR has been developed so that the jurisdiction does not have to use much time and resources. If NDFE was prepared and approved as a regional agency and not by individual jurisdiction, then the jurisdiction needs to prepare one.

**Sam Ferrero | CalRecycle the California Department of Resources Recycling and Recovery | Local Assistance Market Development |**

916.341.6294 | fax 916.319.7582 | 1001 I Street | Sacramento, CA 95812 | [samuel.ferrero@calrecycle.ca.gov](mailto:samuel.ferrero@calrecycle.ca.gov) | [www.calrecycle.ca.gov](http://www.calrecycle.ca.gov)

**From:** Natasha Singh [<mailto:nsingh@r3cgl.com>]  
**Sent:** Wednesday, August 27, 2014 8:57 AM  
**To:** Ferrero, Samuel@CalRecycle  
**Subject:** RE: Follow Up Questions

Hi Sam,

For now, the jurisdiction has asked that their inquiries are confidential. If this information is necessary, please give me a call and we can talk to my boss.

Sorry for the inconvenience!

Natasha Singh  
R3 Consulting Group, Inc.  
1512 Eureka Road, Suite 220  
Roseville, CA 95661  
916-782-7821 – office



## Attachment C

916-782-7824 - fax

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**From:** Ferrero, Samuel@CalRecycle [<mailto:Samuel.Ferrero@calrecycle.ca.gov>]  
**Sent:** Wednesday, August 27, 2014 8:49 AM  
**To:** Natasha Singh  
**Subject:** RE: Follow Up Questions

Hi Natasha, I'm sorry but I didn't get what city and contact person you said was interested in leaving the SCWMA? Could I please get that thanks.

**Sam Ferrero** | CalRecycle the California Department of Resources Recycling and Recovery | Local Assistance Market Development |  
916.341.6294 | fax 916.319.7582 | 1001 I Street | Sacramento, CA 95812 | [samuel.ferrero@calrecycle.ca.gov](mailto:samuel.ferrero@calrecycle.ca.gov) | [www.calrecycle.ca.gov](http://www.calrecycle.ca.gov)

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**From:** Natasha Singh [<mailto:nsingh@r3cgi.com>]  
**Sent:** Monday, August 25, 2014 12:57 PM  
**To:** Ferrero, Samuel@CalRecycle  
**Subject:** Follow Up Questions

Hi Samuel,

Thank you for answering a few of my questions. The follow up questions I had are:

- I believe that the jurisdiction submitted planning documents in the early 90s, right before the JPA was formed. Could these be updated to fulfilling the planning document requirement?
- Other than the effect of the JPA having to redo their base year study, what other effects might there be on the member jurisdictions if one decides to leave?
- Would the update of documents be able to be submitted directly to the Waste Board for approval or would they have to complete the whole process of submission including JPA comment, CEQA, etc?

Thank you again for your help,

Natasha Singh  
R3 Consulting Group, Inc.  
1512 Eureka Road, Suite 220  
Roseville, CA 95661  
916-782-7821 - office  
916-782-7824 - fax

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**From:** Ferrero, Samuel@CalRecycle [<mailto:Samuel.Ferrero@calrecycle.ca.gov>]  
**Sent:** Monday, August 25, 2014 12:34 PM  
**To:** Natasha Singh  
**Subject:** hello

Hi natasha

Natasha Singh

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**From:** Ferrero, Samuel@CalRecycle <Samuel.Ferrero@calrecycle.ca.gov>  
**Sent:** Friday, September 05, 2014 11:27 AM  
**To:** Natasha Singh  
**Cc:** Cruz, Kaoru@CalRecycle  
**Subject:** FW: Supersession of SCWMA planning documents

Hi Natasha, below is the email my supervisor sent you but for some reason it bounced back so I am forwarding the email below. I hope this helps you, if you have any further questions feel free to contact us. Thank you and have a great weekend.

**From:** Cruz, Kaoru@CalRecycle  
**Sent:** Friday, September 05, 2014 11:15 AM  
**To:** 'diribarne@ci.petaluma.ca.us'; 'nsingh@r3cgi.comand'  
**Cc:** Ferrero, Samuel@CalRecycle  
**Subject:** Supersession of SCWMA planning documents

Hi David and Natasha, I'm Kaoru Cruz, a Bay Area Unit 2 supervisor. Sam told me that you requested a document specifying about supersession of SCWMA planning documents over Petaluma's previously approved document. We consulted with our legal counsel and got the following guidance:

. Although the initial RA in 1992 was formed solely for the purpose of household hazardous waste issues, in 1996, the RA agreement was amended. Upon review of the amendment, it was apparently unclear as to whether the planning documents of the individual jurisdictions applied to the regional agency members because we posed Question #6 which stated: "The Agency should expressly incorporate by reference the various planning elements that describe the duties of the member jurisdictions in order to comply with Public Resources Code 4000975(b)(4) & (5)."

In response, the RA replied "The Agency believes that this was sufficiently addressed in the Amendment ...Each jurisdiction understands that the existing CIWMP documents are now the Regional Agency documents. The Amendment was written to be inclusive of future documents." (Emphasis added).

The amendment provisions referenced state as follows:

Participant's Duties and Responsibilities: Each Participant is responsible for implementing the programs set forth in the Regional Agency documents as they apply to individual jurisdictions, and each Participant is responsible for meeting the diversion requirements of the Act within its jurisdictional boundaries.

Planning and Monitoring Documents: The [SRRE, HHWEs, NDFEs, and the COIWMP Summary and Siting Element] shall serve as the planning and monitoring documents for the Regional Agency until such time as they are replaced by regional planning documents. The County's document shall serve as the document for the City of Windsor, Henceforth, all necessary documentation shall be created by the Regional Agency. (Emphasis added)

The CIWMP adopted in 2003 specifically says (See page 4-1) that:

As a Regional Agency, the SCWMA is responsible for maintaining all of the solid waste planning documents required by AB 939, and as such, the regional SRRE is a multi-jurisdictional document. The SRRE addresses regional programs in addition to those programs that each jurisdiction has implemented independently of the other SCWMA members.

## Attachment C

Therefore, after the CIWMP was adopted, it replaced the individual planning documents that had previously been adopted as the Regional Agency documents. Therefore, Petaluma will have to provide new documents if it wants to leave the Regional Agency because of the adoption of the CIWMP.

Let us know if you have any further questions. Thank you.

Kaoru Cruz

(916)341-6249

Bay Area Unit 2

Local Assistance and Market Development Branch

CalRecycle – Promoting more sustainable California

Attachment E

Section 20 of SCWMA Agreement

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R3

## Attachment C

activities of the Agency. Such costs include, but are not limited to, the following: (1) the cost of obtaining required permits from regulatory agencies and the cost of complying with the requirements and conditions of those permits; (2) cost of operating a storm water treatment facility, if needed to prevent excess nitrogen from entering the water from the compost. (3) any cleanup costs (including monitoring costs) incurred as a result of Agency activities for as long as required.

### Section 20. Term of This Agreement

The term of this Agreement shall be for twenty-five (25) years. This Agreement shall take effect and begin on the date the Agreement is executed by the last Participant to execute the Agreement. This Agreement may be extended from year to year thereafter by mutual agreement of the Participants.

Should any city desire to withdraw from the JPA a ninety (90) day notice shall be submitted in writing to the Agency. A penalty as set by the JPA and adjusted from time to time to reflect the impact on the JPA shall be paid by the City to the Agency for the withdrawal.

### Section 21. Records and Accounts

Agency will keep proper books and records including, but not limited to, types and quantities of wastes received from each jurisdiction which, upon written request, shall be subject to inspection by any duly authorized representative of Participants. Agency will cause the books and records to be kept, and audit to be made, in accordance with the statutory requirements for Joint Powers Agencies. The Agency will make quarterly reports of System operations and of all receipts to and disbursements from the Agency. One copy of the report shall be given to each Participant. The expense of these audits and reports and all recordkeeping and accounting costs shall be an operation and maintenance cost of the Joint Powers Agency.

### Section 22. Liabilities and Limitations of Parties

Agency agrees to maintain and operate the Treatment System in a competent and diligent manner to the end that requirements set by the California Integrated Waste Management Board and any other agency having jurisdiction thereof are met. In the event of litigation concerning alleged failure to meet performance requirements, Participants and Agency shall cooperate in the defense. Agency shall assume liability for cost of litigation, settlement of claim, and of any penalty unless it is determined by a court of law, arbitration, or other legal process, that the alleged failure was caused by the negligence, malfeasance, or other culpable act(s) of another. Liabilities of Participants, due to their own acts or negligence prior to creation of Agency, will not be assumed by the Agency.

Attachment C

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Attachment F

JPA FY 13-14 Budget Summary

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FY 13-14 SONOMA COUNTY WASTE MANAGEMENT AGENCY SUMMARY

	Wood Waste 799114	Yard Debris 799213	H/H/W 799312	Education 799411	Diversion 799510	Planning 799619	Organics Reserve 799221	Facility Closure 799320	Facility Reserve 799338	Contin. 799718	Total All Divisions	FY 12-13 Budget	% Diff.
<b>REVENUES</b>													
1700 Interest/Poolled Cash	301	4,537	1,743	485	0	20	32,570	408	6,141	970	47,175	42,907	10%
2500 State-Other	0	0	150,473	135,000	0	0	0	0	0	0	285,473	372,457	-23%
2901 Tipping Fee Revenue	170,850	3,106,300	1,174,530	188,764	0	34,956	0	0	0	0	4,575,400	4,965,015	-6%
4020 Sale of Material	5,000	10,000	0	0	0	0	0	0	0	0	15,000	120,000	-88%
4040 Miscellaneous Revenue	0	0	0	5,000	0	0	0	0	0	0	5,000	27,000	-81%
4102 Donations/Reimburse	5,000	5,000	341,442	23,294	0	4,314	0	0	0	0	379,050	409,354	-7%
4624 OT-Within Enterprise	0	0	0	0	0	0	148,840	0	1,350	6,305	156,495	1,295,289	-88%
<b>TOTAL REVENUES</b>	<b>181,151</b>	<b>3,125,837</b>	<b>1,666,188</b>	<b>352,543</b>	<b>0</b>	<b>39,290</b>	<b>181,410</b>	<b>408</b>	<b>7,491</b>	<b>7,275</b>	<b>5,563,593</b>	<b>7,232,022</b>	<b>-23%</b>
<b>EXPENDITURES</b>													
<b>SERVICES AND SUPPLIES</b>													
6103 Liability Insurance	291	5,814	2,955	581	0	48	0	0	0	0	9,589	8,999	8%
6280 Memberships	0	0	5,500	150	0	0	0	0	0	0	5,650	4,000	41%
6300 Miscellaneous Expense	0	0	0	5,000	0	0	0	0	0	0	5,000	27,000	-81%
6400 Office Expense	0	2,000	2,000	10,850	0	0	0	0	0	2,000	16,850	23,000	-27%
6500 Professional Services	0	0	134,991	102,232	0	0	0	0	0	0	237,222	332,256	-29%
6521 County Services	525	10,500	5,338	1,050	0	88	0	0	0	0	17,500	17,500	0%
6540 Contract Services	160,148	2,693,100	1,240,800	28,014	0	0	55,000	0	0	55,000	4,232,062	4,627,345	-9%
6573 Administration Costs	6,752	210,374	213,869	164,467	0	21,693	76,544	0	0	106,764	800,483	853,076	-6%
6590 Engineering Services	0	0	0	0	0	0	7,500	0	0	0	7,500	26,000	-71%
6610 Legal Services	0	5,000	5,000	20,000	0	10,000	10,000	0	0	12,000	62,000	73,000	-15%
6629 Accounting Services	955	4,588	2,201	1,819	0	383	0	0	0	0	9,946	8,738	14%
6630 Audit Services	500	5,000	7,500	3,000	0	1,000	2,500	0	0	1,500	21,000	20,000	5%
6785 Advertising	0	0	12,000	0	0	0	0	0	0	0	12,000	12,000	0%
6820 Rents/Leases - Equip	0	2,460	0	0	0	0	0	0	0	0	2,460	2,340	5%
6840 Rental Bldg/Improve	0	0	30,000	6,625	0	0	0	0	0	0	36,625	28,400	29%
7062 Enforce Agency Fees	0	35,000	400	0	0	0	0	0	0	0	35,400	50,000	-29%
7110 Professional Development	0	1,500	0	0	0	0	0	0	0	0	1,500	1,450	3%
7130 Textbook/Tuition	0	600	600	1,200	0	0	0	0	0	0	2,400	2,300	4%
7301 County Car Expense	0	3,000	0	0	0	0	0	0	0	0	3,000	3,000	0%
7302 Travel Expense	0	0	0	0	0	0	0	0	0	0	0	2,000	-100%
7400 Data Processing	3,210	5,470	3,210	3,210	0	3,210	0	0	0	0	18,310	10,116	81%
<b>SUBTOTAL</b>	<b>172,380</b>	<b>2,984,406</b>	<b>1,666,384</b>	<b>348,198</b>	<b>0</b>	<b>36,422</b>	<b>151,544</b>	<b>0</b>	<b>0</b>	<b>177,264</b>	<b>5,636,597</b>	<b>6,132,520</b>	<b>-10%</b>
<b>OTHER CHARGES</b>													
8624 OT-Within Enterprise	8,317	140,523	1,350	3,891	0	2,414	0	0	0	0	156,495	1,295,289	-88%
8646 OT-Between Enterprise	454	908	454	454	0	454	0	0	0	0	2,724	2,724	0%
<b>SUBTOTAL</b>	<b>8,771</b>	<b>141,431</b>	<b>1,804</b>	<b>4,345</b>	<b>0</b>	<b>2,868</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>159,219</b>	<b>1,298,013</b>	<b>-88%</b>
<b>TOTAL EXPENDITURES</b>	<b>181,151</b>	<b>3,125,837</b>	<b>1,668,188</b>	<b>352,543</b>	<b>0</b>	<b>39,290</b>	<b>151,544</b>	<b>0</b>	<b>0</b>	<b>177,264</b>	<b>5,695,816</b>	<b>7,430,533</b>	<b>-23%</b>
<b>NET COST</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>(0)</b>	<b>0</b>	<b>(0)</b>	<b>(29,866)</b>	<b>(408)</b>	<b>(7,491)</b>	<b>169,988</b>	<b>132,223</b>	<b>198,511</b>	

Attachment C

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# Attachment G

JPA Benchmarking Table

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Attachment C

JPA	Budget	Staffing	Activities	Facility Operation/ Management
<p><b>Sonoma County Waste Management Agency</b>  (10 member agencies)</p>	\$2,022,971	<p>6 Staff                      -1 Executive Director                      -1 Department Analyst                      -1 Senior Office Assistant                      -3 Waste Management Specialists (1 for composting/ organics and planning and reporting, 1 for the HHW program, 1 for education and outreach)                      -(Contracted from County)</p>	<ul style="list-style-type: none"> <li>- Public education and outreach</li> <li>- AB 939 Reporting</li> <li>- HHW program management</li> <li>- Composting and organics program management</li> <li>- Solid waste planning</li> </ul>	<ul style="list-style-type: none"> <li>- Contract for HHW and composting /organics program operation</li> </ul>
<p><b>Del Norte Solid Waste Management Authority</b>  (2 member agencies)</p>	\$3,036,919	<p>4.5 Staff                      -1 Director                      -1 Program Manager/Clerk                      -2.5 Administrative Positions (Administrative Assistant, Account Clerk, Part-Time Account Clerk)</p>	<ul style="list-style-type: none"> <li>- Owns one large and two rural transfer stations; operated by contractors</li> <li>- Rate setting and approval</li> <li>- Facility administration</li> <li>- HHW program management</li> <li>- Public education and outreach</li> <li>- AB 939 reporting</li> <li>- Solid waste planning</li> </ul>	<ul style="list-style-type: none"> <li>- Contract for operation of transfer stations and HHW program</li> </ul>
<p><b>Humboldt Waste Management Authority</b>  (6 member agencies)</p>	\$10,133,587	<p>27 Staff                      -1 Director                      -26 Program and Facility Staff</p>	<ul style="list-style-type: none"> <li>- Operate 1 landfill, 2 transfer stations, 1 HHW program, and 1 composting program</li> <li>- Rate setting and approval</li> <li>- Public education and outreach</li> <li>- Enter into disposal agreements</li> </ul>	<ul style="list-style-type: none"> <li>- Operate 1 landfill, 2 transfer stations, 1 HHW program, and 1 composting program</li> </ul>
<p><b>South Bayside Waste Management Authority</b>  (12 member agencies)</p>	\$38,242,600	<p>8 Staff                      -1 Executive Director                      -1 Recycling Programs Manager                      -1 Office Manager                      -1 Environmental Education Coordinator                      -1 Environmental Education Associate                      -1 Contracts Manager                      -1 Finance Manager                      -1 Recycling Outreach and Sustainability Manager</p>	<ul style="list-style-type: none"> <li>- Owns a transfer station and MRF</li> <li>- Negotiates franchise agreements for member agencies</li> <li>- Public education and outreach</li> <li>- HHW program management</li> </ul>	<ul style="list-style-type: none"> <li>- Operate transfer station and MRF</li> </ul>

Attachment C

<p><b>Central Contra Costa Solid Waste Authority</b>  (6 member agencies)</p>	<p>\$1,716,379.44</p>	<p>6 Staff -1 Executive Director -1 Executive Assistant -1 Administrative Assistant -2 Program Managers -1 Finance Manager</p>	<ul style="list-style-type: none"> <li>- Administers franchise agreements for member agencies</li> <li>- Rate setting and approval</li> <li>- Public education and outreach</li> </ul>	<ul style="list-style-type: none"> <li>- Solely administrative actions</li> </ul>
<p><b>Marin County Hazardous and Solid Waste Management Joint Powers Authority</b>  (11 member agencies)</p>	<p>\$3,448,718</p>	<p>5 Staff -1 Program Manager -4 Program Staff -(Contracted from County)</p>	<ul style="list-style-type: none"> <li>- HHW facility management</li> <li>- Recycling guides</li> <li>- Some public education and outreach</li> <li>- Grant implementation</li> <li>- Recycling events</li> <li>- AB 939 reporting</li> <li>- Solid waste planning</li> </ul>	<ul style="list-style-type: none"> <li>- Contract for HHW and composting /organics program operation</li> </ul>
<p><b>Alameda County Waste Management Authority</b>  (17 member agencies)</p>	<p>\$11,107,689</p>	<p>26 Staff -1 Executive Director -1 Recycling Director -1 Chief Financial Officer -1 Administrative Services Director -17 Program/ Senior/ Communications Managers -1 Program Specialist -4 Executive/ Administrative Assistants</p>	<ul style="list-style-type: none"> <li>- Grant programs</li> <li>- Source reduction and recycling programs</li> <li>- Market development</li> <li>- Technical assistance</li> <li>- Public education and outreach</li> </ul>	<ul style="list-style-type: none"> <li>- Solely administrative actions</li> </ul>



# Future of the Sonoma County Waste Management Agency

JUNE 23, 2015





# Future of the Sonoma County Waste Management Agency

- ▶ Background/History
- ▶ Discussion of Matrix
- ▶ Financial Considerations
- ▶ Next Steps
- ▶ Direction to Staff

# Background/History

- ▶ The County entered into an agreement to form a Joint Powers Authority with the other Sonoma County cities in 1992 to deal with wood waste, yard waste, household hazardous waste, AB 939 (diversion) reporting and education. This agency became known as the Sonoma County Waste Management Agency (Agency).
- ▶ The Agreement provided for a 25-year term which expires in February 2017.
- ▶ The Agency has been having discussions for some time about extension of the Joint Powers Agreement (JPA). A variety of opinions have been expressed by members of the Agency board over the extension, the possible terms of extension and future of the JPA.



# Background/History

- ▶ The Agency as part of a resolution of litigation filed against the Agency, the County and Sonoma Compost over run off from the current compost site has agreed to close the current compost site. Yard/Green Waste will now be out hauled until a permanent compost site is available.
- ▶ In addition to an extension of the term of the agreement, the Agency has also expressed a desire to amend key components of the agreement.
- ▶ The Agency has requested its members seek input from their governing bodies to inform further discussion and drafting of a proposed amendment or restated agreement.

# Background/History

- ▶ The City County Solid Waste Advisory Group (SWAG) Process
  - ▶ SWAG Goals:
    - ▶ Protect the environment and decrease Green House Gas emissions
    - ▶ Manage our waste stream in-county
    - ▶ Increase diversion of waste from landfill disposal
    - ▶ Address long-term liability for Central Landfill and 7 closed landfills
    - ▶ Develop a system which is cost efficient and effective for our rate payers



# Background/History

- ▶ The Agency has provided a matrix of issues which it is seeking input on from the County which is attached to the staff report. Other cities have had similar discussions.
- ▶ An amendment to the existing JPA would require a unanimous approval of all members. A restated agreement or new agreement could be entered into by less than all of the current members if there is sufficient interest.
- ▶ Staff has prepared recommended responses to the matrix of issues for the Board's review and direction
- ▶ Recommended Responses were developed with input from your representatives on the Agency Board and with SWAG goals in mind

# The Matrix

<u>No.</u>	<u>Issue Description</u>	<u>County Response</u>	<u>Discussion</u>
1a.	Do you want to continue a regional approach for dealing with Composting?	Yes	The County supports having a regional state-of-the-art in-county Composting Facility for all residents.
1b.	Do you want to continue a regional approach to provide Household Hazardous Waste, Education, Planning and Reporting?	Yes	

# The Matrix

<u>No.</u>	<u>Issue Description</u>	<u>County Response</u>	<u>Discussion</u>
2	If a regional approach is preferred, what is your preference on who performs these functions? (Agency, County, Private Entity, Mix)		
2a.	<u>Operational Programs:</u> Wood and Yard Waste Programs and HHW Program	County through its Private Contractor Republic Services	If Compost facility and HHW remain on County property, for efficiency of operations, staff recommends that the County as lead agency working with our private partner Republic Services, oversee these two operational programs, assuming reasonable rates can be negotiated.

# The Matrix

<u>No.</u>	<u>Issue Description</u>	<u>County Response</u>	<u>Discussion</u>
2b.	<p><u>Non-Operational Programs:</u> Reporting, Policy, Planning and Outreach Activities</p>	<p>County staff recommends that the remainder programs of the Agency could be taken over through a combination of the County doing the Reporting functions, and possibly the Regional Climate Protection Agency (RCPA) taking on the Regional Policy, Planning and Outreach.</p>	<p><u>Reporting:</u> County staff believes that the County has the technical expertise to take over the reporting function, if funds are provided to cover the County staff costs.</p> <p><u>Policy, Planning and Outreach:</u> County staff has had initial discussions with the Executive Director of RCPA who is in favor of exploring the possibilities. There is a very clear nexus between the activities of the RCPA and the activities undertaken by the Agency in this regard. As part of the RCPA's Climate Action 2020 as well as other initiatives, the RCPA already has outreach and education activities they provide</p>



# The Matrix

## Questions #3-#12

- ▶ These questions seek input on specific terms and conditions which would be contained in joint powers agreement for continuation of the Agency
- ▶ Staff has prepared recommended answers to those questions, the topics include:
  - ▶ Voting requirements
  - ▶ Agency Board make up – Elected vs. Staff
  - ▶ Ability to Opt in and out of Agency Programs
  - ▶ Identification of specific language issues

# Financial Considerations

- ▶ **Current Agency Annual Budget : \$11 Million**
- ▶ **Staff Positions:** 6 FTE's costing \$800,000 which is spread through the four program areas
- ▶ **Compost Program:** This program is operated as a separate enterprise, expenses are funded directly using the tip fees for wood and yard waste when they are brought to the five County disposal facilities.



# Financial Considerations

12

- ▶ Household Hazardous Waste: Approximately 78% or \$1,250,000 of the Agency's surcharge (\$4.85 per ton of waste delivered to County disposal sites) funds the Household Hazardous Waste operations.
- ▶ Planning and Reporting: Approximately 2.5% or \$40,000 of the Agency's surcharge funds the planning and reporting functions.
- ▶ Outreach and Education: Approximately 19.5% or \$315,000 of the Agency's surcharge funds the outreach and education efforts.
- ▶ Current revenues could be redirected to the entity(s) providing the program in the future.

# Next Steps

- ▶ Staff will modify the matrix based upon Board direction and submit it to the Agency for their next scheduled meeting.
- ▶ If there is interest by a majority of Agency participants in the concept of transferring policy outreach and planning issues related to solid waste to the RCPA, then staff will work with both the RCPA and the participating jurisdictions to further explore the feasibility of this option.
- ▶ Staff will continue to work with Republic Services over the next 30 days to provide the Agency participants with an initial outline of an approach which would lead to a proposal from Republic for Compost and HHW programs.



# QUESTIONS & DIRECTION TO STAFF





## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number:** 50  
(This Section for use by Clerk of the Board Only.)

**To:** Sonoma County Board of Supervisors

**Board Agenda Date:** June 23, 2015

**Vote Requirement:** Majority

**Department or Agency Name(s):** General Services

**Staff Name and Phone Number:**

Tawny Tesconi: 707-565-8058

**Supervisorial District(s):**

All

**Title:** 2015 Veterans Memorial Buildings Update

### **Recommended Actions:**

1. Direct General Services to issue a Request for Proposals for the operation and management of the Sonoma Veterans Memorial Building.
2. Authorize General Services Director to authorize adjustments to the current rate structure on a case-by-case basis for the Cotati, Guerneville, Petaluma, Santa Rosa, Sebastopol, and Sonoma Veterans Memorial Buildings to allow rentals for smaller blocks of time.
3. Authorize General Services to establish a Rental Rate Pilot Program in Cloverdale to determine a market-based fee structure that will result in increased facility use.
4. Authorize General Services to execute the Cloverdale License Agreement.

### **Executive Summary:**

The County owns seven Veterans Memorial Buildings and one Community Center, located in Cloverdale, Cotati, Guerneville, Petaluma, Santa Rosa, Sebastopol, Sonoma, and Occidental. Prior to July 2012 the buildings were operated and managed by the Regional Parks Department with maintenance and capital needs addressed by the General Services Department. Historically, revenue produced by the Veterans Memorial Buildings has not fully supported the cost of building operations. Consequently, the County's General Fund has been used to cover program costs. This excess cost is referred to in this report as "net county cost." Competing general fund needs and attempts to reduce net county cost in the past have resulted in delays in major building repairs, and deferred capital investments.

In December 2010, Pros Consulting performed a management assessment of Regional Parks Department operations and management. The Pros Consulting report included two Veterans Memorial Building recommendations – 1) Veterans Memorial Buildings operations should be performed by professional facility management entities with expertise and a focus in public venue management and 2) The County should consider transferring responsibility for overseeing the Veterans Memorial Buildings program to General Services. Subsequently your Board approved the transfer of the Veterans Memorial Buildings to General Services effective July 1, 2012. Your Board also directed General Services and Regional Parks

staff to issue a Request for Proposals (RFP) to solicit and recommend third party operators and/or repurposing proposals for five of the Veterans Memorial Buildings. The goal was to reduce the net county costs, restore full availability of the facilities to the general public, safeguard the use of the buildings by the veterans groups, and increase utilization where possible while utilizing a rental rate structure governed by your Board.

As directed General Services and Regional Parks developed a RFP to solicit third party operators with the purpose of contracting program operation to successful proposers. The RFP process resulted in multiple proposals with three operators being eventually recommended to your Board to operate five of the Veterans Memorial Buildings. United Camps, Conferences and Retreats (UCCR) was selected for the Santa Rosa, Petaluma, and Cotati buildings. Sebastopol Center for the Arts was selected for the Sebastopol building, and River to Coast Children's Services (RCCS) was selected for the Guerneville building. Under these contracts, the Board of Supervisors retains the right to set the rental rates. The Cloverdale and Sonoma Buildings remained under direct County oversight.

In September 2013, third party management for the Guerneville Veterans Memorial building (RCCS) approached the County with a revised business plan which reflected a negative projection extending through FY 16-17. Based on this information, the agency requested \$114,000 in County funding over a four year period. After meeting with the third party leadership and reviewing the request, County staff determined that the additional funding request would exceed the cost projections associated with the County operating the facility directly. Staff notified RCCS that County would not recommend additional funding. Subsequently that third party provided notice of termination of the agreement effective March 2014. Effective April 1, 2014 General Services staff assumed operational control of the building.

The third party operation and management of the Cotati, Petaluma, Santa Rosa, and Sebastopol Veterans Memorial Buildings has restored the full availability in these buildings and increased the exposure to the community. Additionally, the switch to a third party management model has saved the County \$520,374 in FY 12/13 and \$616,657 in FY 13/14, and has decreased the deferred maintenance in the buildings where there is 3<sup>rd</sup> party management. In the case of Sebastopol, the Center for the Arts has raised more than \$600,000 in donations and invested into the building in the form of improvements and remodeling of the building. Sebastopol is currently drafting additional plans for continued improvement of the building. Although the transition from Regional Parks to General Services and the transition from County operated buildings to third party operators has created an adjustment period, staff has determined that the new model has been a success for the Veterans, the Community, and for the County. While there are some individual Veterans that are not pleased with the transition, a majority of the Veterans have expressed satisfaction in the change noting that the visibility and the usage of the buildings as community centers has increased tremendously.

Based on the success of the third party operators as reflected in the lower net County cost of maintaining the Veterans Buildings and increased usage of the building, General Services is seeking direction from the Board to issue a Request for Proposals for the operations and management of the Sonoma Veterans Memorial Building. General Services will work with a Veterans representative(s) selected by the Veterans Advisory Committee to create a request that demonstrates the expectations of a 3<sup>rd</sup> party operator. Expectations would include: commitments to Veterans users and existing reservations, the desire for community benefit, and provisions for identified County uses. If a proposal is selected as a result of the RFP, General Services will return before the Board for authorization to proceed with negotiation of an agreement.

### **Rental Rate Adjustments**

Based on input from staff and third party operators it has been determined that there is a need to allow flexibility in the rates and/or rate structure in the Veterans Memorial Buildings. This need exists to foster a competitive rate structure in comparison to other rental facilities and event venues. General Services requests the Board authorize the Director to approve the language below for adjustments to the rates in specific cases.

For rentals of longer than 2 days, additional days for set-up and/or teardown are recommended to be offered at 50% of the stated fees, provided the additional days are not actual event days, but rather set-up and/or teardown days.

For non-fundraising events (i.e. memorial services, meetings, educational programs); the 4 hour minimum requirement shall not apply; the minimum requirement shall be 1 hour.

For weekday rentals booked less than 60 days from the event day, the rental rate shall be offered at 50% reduction in stated rental fees to encourage use of the building when it otherwise would not be generating rental income, unless the Veterans Memorial Building management entity determines that, for a certain date and time, it is likely the building will be booked on such date and time within the 60 day period for the stated rental fee. For these dates the building operators will identify in advance which time periods will not be subject to discounted rates.

### **Cloverdale Rental Rate Pilot Program**

General Services looks to adopt a 12 month pilot program in Cloverdale that would identify a market competitive rate structure. This program will include adjustments to minimum hour requirements, possible discounts for days/times identified as under-rented, and other adjustments identified by baseline comparison. General Services will return before the Board at the end of the pilot program to for review and approval of the newly developed rate structure.

### **Cloverdale Veterans Memorial Building License Agreement**

In late 2014 the Veterans groups in Cloverdale approached General Services with a request to assume operation and management of the building in order to increase the use of the building by the community and private renters. The Cloverdale Veterans have reached out to the surrounding community and have received a positive response regarding their desire to act as a management entity for the building. General Services and the Veterans have worked together and have agreed on terms for the transfer of responsibilities. General Services will continue to pay the utility costs and be responsible for major repairs of the building. The Cloverdale Veterans group will assume the booking of events, the day to day cleaning, and minor landscaping and maintenance of the building. Benefits of this agreement will be the local management of the Veterans Memorial Building by a veterans group that is focused on increasing the visibility and usage of the building to the community.

Given the Veterans interest in assuming management and operations of the building and the Boards prior direction to explore third party operators for the buildings, staff recommends moving forward with the execution of a license agreement.

### **Prior Board Actions:**

**July 31, 2012** – Executed 5 year concession agreement with UCCR for management of the Santa Rosa,



Petaluma, and Cotati Veterans Memorial Buildings.

**June 12, 2012** – Executed 30 year lease for management of Sebastopol Veterans Memorial Buildings and approved transfer of management responsibilities from Regional Parks to General Services.

**May 8, 2012** – Reappointed incumbent Advisory Committee members.

**April 19, 2011** – Authorized rental fee restructuring into a single per hour rate for all renters.

**April 29, 1980** – Established Veterans Memorial Buildings Advisory Committee.

**Strategic Plan Alignment**      Goal 4: Civic Services and Engagement

The suggested update to the Advisory Committee will enhance citizen participation in the County’s operation of the Veterans buildings, while the proposed RFP and fee adjustments will increase access and use of the buildings by the communities they serve.

**Fiscal Summary - FY 14-15**

<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$ -5100.00		\$ -5100.00
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ -5100.00</b>	<b>Total Sources</b>	<b>\$ -5100.00</b>

**Narrative Explanation of Fiscal Impacts (If Required):**

The license agreement for the Cloverdale Veterans Memorial Building will allow for up to a \$500 retention by the American Legion per month for operation of the facility. This retention is tied to the rental of the facility and will be offset by the increased rental of the building. In addition General Services’ staff will no longer be required to maintain the building which averages 4 hours per week. Year to date the Cloverdale building has been rented for non-Veterans events 3 times, this is expected to increase with the transfer of operational management of the building as such revenue is expected to increase.

**Staffing Impacts**

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

**Narrative Explanation of Staffing Impacts (If Required):**

None

**Attachments:**

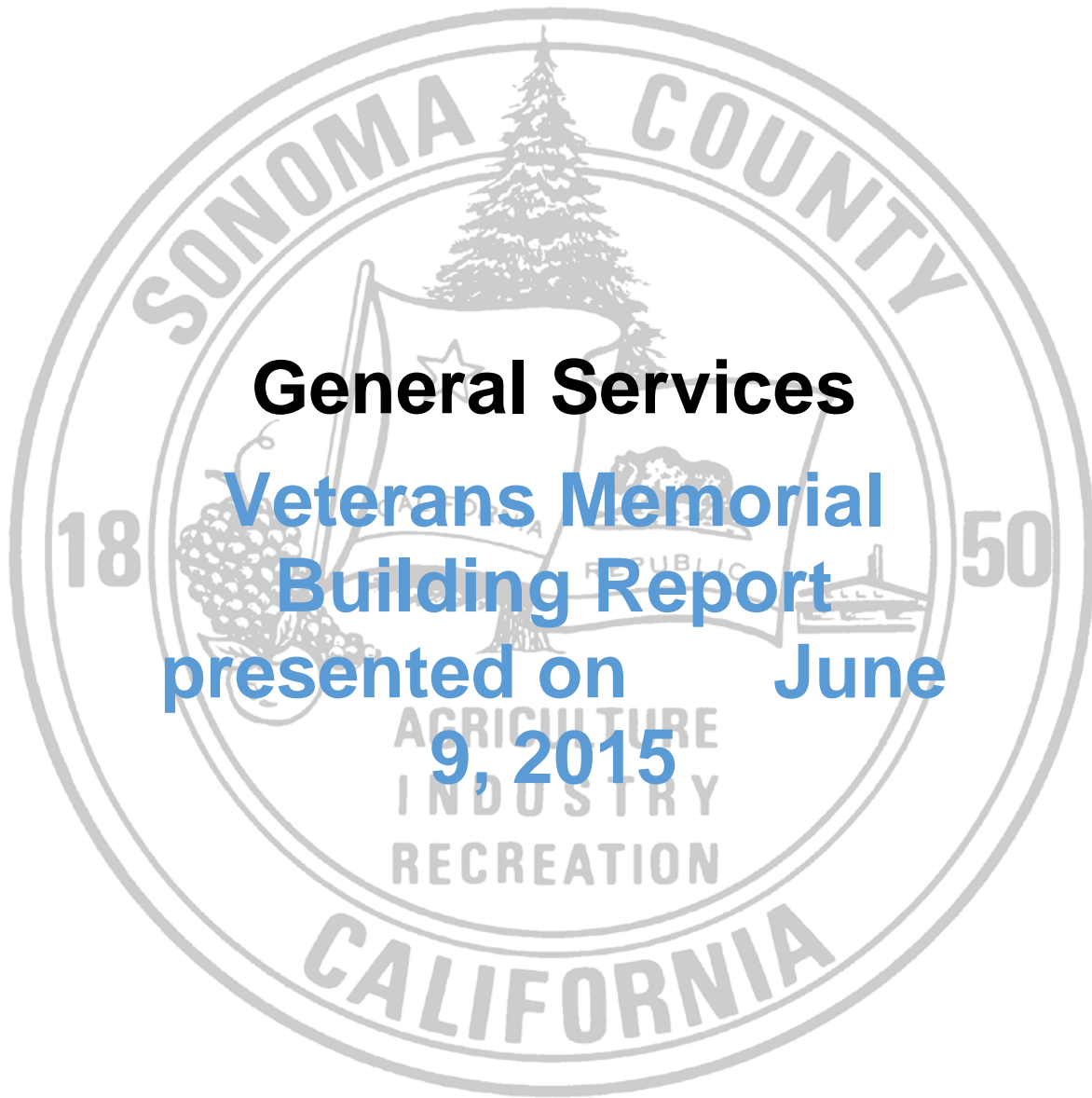
Attachment 1: 2015 Veterans Memorial Building Report

Attachment 2: 2015 Veterans Memorial Building Update PowerPoint

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

2007 Veterans Memorial/Community Center Buildings Report

License agreement with the William Russell Ledford Post #293 of the American Legion



**General Services**  
**Veterans Memorial**  
**Building Report**  
presented on **June**  
**9, 2015**

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## Introduction

This report will provide an update on the seven (7) Veterans Memorial Buildings owned by the County and operated by a combination of County management and third party operators under the oversight of General Services. These buildings range in age from 41 to 67 years old and are dedicated Veterans Memorials with legal requirements and limitations. Of these seven buildings, three are operated by General Services and the remaining four are operated by non-profit management agencies.

**Note:** This report references material and information found in the 2007 Veterans Memorial/Community Center Building Report presented by the Regional Parks and General Services Departments

## Overview

### General Description

The Veterans Memorial and Community Center Buildings have been serving residents of Sonoma County for a variety of purposes since their construction began following World War II. The buildings are located throughout Sonoma County on sites ranging in size from 0.9 acre (Guerneville) to 10.2 acres (Sonoma) for a total site area of 28.8 acres. The 7 buildings vary in size from 5,420 square feet (Cotati) to 45,650 square feet (Santa Rosa), and have a total floor area of 137,778 square feet. The buildings typically have a large auditorium, meeting rooms, kitchens and support spaces with offices. However, each building is unique. For instance: Guerneville Vets shares its building with the Sheriff's Substation; Cloverdale Vets has a 100,000 gallon public swimming pool; all of the others are typically a meeting place and events venue; Sonoma Vets is adjacent to a Memorial Cemetery, while Cotati and Sebastopol are adjacent to city parks; and so on. Most of the buildings were constructed between 1950 and 1961. The Guerneville Veterans hall is an older school building that was acquired by the County in 1948.

Location	Year Built	Site Area (acres)	Building Area (square feet)	Dedicated Memorial
Cloverdale 205 W. 1 <sup>st</sup> St.	1961	1.1	6,860	Yes
Cotati 8505 Park Ave.	1961	1.2	5,420	Yes
Guerneville 16255 First St.	Acquired 1948	0.9	9,296*	Yes
Petaluma 1094 Petaluma Blvd. South	1959	3.7	23,800	Yes
Santa Rosa 1351 Maple Ave.	1950	8.0	45,650	Yes
Sebastopol 282 High St.	1958	2.1	17,800	Yes
Sonoma 126 First St. West	1952	10.2	16,200	Yes
<b>Total Areas</b>		<b>27.2</b>	<b>125,026</b>	

\*Sheriff Substation occupies 2,548 square feet and the remainder (6,748 sf) is used as the Veterans Memorial Building





### Operation and maintenance responsibilities

From 1978 to 2012 responsibility for operation and management of the buildings including marketing, booking, and collection of rental fees was under the direction of the Regional Parks Department. In 2012 by direction of the Board of Supervisors this responsibility was transferred to the General Services. In the mid 1990's General Services took over the building maintenance responsibilities for the Veterans Buildings. The grounds of the Veterans Memorial Buildings are maintained by Regional Parks. Capital

projects are managed by the General Services Facilities Development and Management Division and funded through the Capital Project Budget, with most of the capital funding coming from the County's General Fund. In 2012 the Board of Supervisors approved the transfer of five of the buildings to third party management.

United Camps, Conferences and Retreats (UCCR) serves as the management agency for the Santa Rosa, Petaluma, and Cotati Veterans Memorial Buildings operating under a Concession Agreement through June 30, 2017. Sebastopol Center for the Arts (SCA) serves as the management agency for the Sebastopol Veterans Memorial Buildings operating under a Lease Agreement through June 30, 2042. River to Coast Children's Services (RCCS) served as the management agency for the Guerneville Veterans Memorial Building from September 1, 2012 to March 30, 2014. In November 2013 RCCS notified General Services that they wished to terminate their lease agreement.

### Current Third Party Management Structure

	<b>Santa Rosa</b>	<b>Petaluma</b>	<b>Cotati</b>	<b>Sebastopol</b>
				
<b>Operator</b>	UCCR	UCCR	UCCR	SCA
<b>Type Agreement</b>	Concession Agreement	Concession Agreement	Concession Agreement	Lease Agreement
<b>Building Use</b>	No Change	No Change	No Change	Visual and Performing Arts Center
<b>Terms</b>	5 Years w/ 5 year option to extend	5 Years w/ 5 year option to extend	5 Years w/ 5 year option to extend	30 Years w/option to term at 15 years

### Dedicated Veterans Memorials

All of the buildings are dedicated veterans memorials under Section 1266 of the California Military and Veterans Code. All of the buildings, except for the Guerneville Veterans Memorial Building, were constructed with funds raised through a mill tax authorized by Section 1262 of the Code. Provisions under Sections 1262 and 1266 are attached as **Exhibit A**.

### Building Use

#### Veterans Associations

Veteran groups use the buildings for meetings, veterans business, events and ceremonies. The uses vary and include monthly meetings and socials, Veterans and Memorial Day celebrations, holiday parties, remembrance events and installation ceremonies. The Veterans also hold liquor licenses at Petaluma, Santa Rosa and Sonoma and have clubrooms in these buildings for their exclusive use.

## Current Veterans Organizations

The following table identifies the specific veterans associations that use each of the Veterans Memorial Buildings:

Veterans Organization	Cloverdale	Cotati	Guerneville	Petaluma	Santa Rosa	Sebastopol	Sonoma
40 & 8					X		
American Legion	#293	#338		#28	#21		#489
AMVETS					#40		
Daughters of the American Revolution					X		
Disabled American Veterans				#117	#48		
Devil Dogs					X		
Marine Corps League					#686		
Military Officers Association of America					X		
Mothers of Military Service Members					X		
NAMI					X		
Navy League					X		
NOTR/NOAC					#525		
The Military Order of the Purple Hearts					#78		
Redwood Empire Waves				#77			
Sons of the American Legion	#293						
United Veterans Council					X		
Veterans Committee					X		
Vets Connect			X		X		
Vets for Peace					#71		
Veterans of Foreign Wars	#9268	#3237		#1929	#1844	#3919	#1943
Veterans of Foreign Wars Ladies Auxiliary				X	X	X	X
<b>Number of Organizations</b>	<b>3</b>	<b>2</b>	<b>1</b>	<b>5</b>	<b>19</b>	<b>2</b>	<b>3</b>

35 veteran associations actively use the Veterans Memorial Buildings. Santa Rosa has the most veteran use with 19 associations, followed by Petaluma with 5, Sonoma and Cloverdale with 3, Cotati and Sebastopol with 2 each, and Guerneville with 1.

## Levels of Use

Over the years, the buildings have aged and become outdated in terms of amenities offered to renters. Since these buildings were constructed, newer event venues have been built around the county,

including many winery venues and a few convention centers. Many of these new facilities cater to a high-end market of renters looking for “wine country” atmosphere with state-of-the-art amenities. While most of these newer facilities offer air conditioning, most Veterans buildings have no air conditioning, or are only partially cooled in certain rooms. The newer facilities have up-to-date audio-visual systems, whereas the theatrical lighting and sound systems in most of the Veterans buildings are outdated and unusable for many events’ presentational needs. The Veterans buildings also lack many of the high tech amenities that other venues offer, such as wireless networks. Nonetheless, the Veterans/Community Center Buildings seem to fill a need that other venues don’t provide, and their use has remained relatively steady for years.

## Fee Structure

All buildings except for Guerneville currently operate under a flat rate structured established by the Board in 2012. Under this structure the same rate is charged for the various rooms in the remaining six buildings. These fees can be seen in **Exhibit B**.

## Facilities Status

### Building Condition Assessment

In 2014, General Services Department contracted VFA Inc. to perform a building condition assessment of all Veterans Memorial and Community Center buildings. The assessment included detailed review of all major building systems. It considered accumulated systems repair and replacement needs up to the time of the assessment, repair and replacement needs looking forward several years (all of which amount to “renewal” needs), and identified additional needs important to the operation of the facility such as A.D.A. upgrades, seismic upgrades, allowances for hazardous materials removal and some equipment upgrades (“program” needs). Cost estimates were developed based on regional industry benchmarks with additional County staff input. The total amount of estimated repair, replacement and upgrade costs for each building was compared to the estimated cost of constructing a new replacement building. The ratio of these two numbers provides a corresponding Facility Condition Index (F.C.I.) for each building. Projecting needs up to five years beyond the 2014 assessment date yields the following:

Location	Replace	Renewal	FCI	Rating	Renewal plus Program	FCNI	Rating
Cloverdale	\$4,515,602	\$2,193,287	0.49	Poor	\$2,989,992	0.66	Replace
Cotati	\$1,886,043	\$1,202,000	0.64	Replace	\$1,503,846	0.80	Replace
Guerneville	\$3,463,329	\$1,259,059	0.36	Poor	\$1,762,951	0.51	Poor
Occidental	\$2,596,383	\$918,757	0.35	Poor	\$1,976,988	0.76	Replace
Petaluma	\$8,816,183	\$6,739,652	0.76	Replace	\$7,787,126	0.88	Replace
Santa Rosa	\$19,157,105	\$10,421,401	0.54	Poor	\$14,148,292	0.74	Replace
Sebastopol	\$5,451,303	\$2,252,509	0.41	Poor	\$3,883,098	0.71	Replace
Sonoma	\$6,927,450	\$3,465,015	0.50	Poor	\$4,454,854	0.64	Replace
Total All	\$52,813,398	\$28,451,680	0.51	Poor	\$38,507,147	0.71	Replace
			Avg.	Avg.		Avg.	

*Replace = Estimated cost to construct a new replacement facility (2014)*  
*Renewal = Estimated cost to address accumulated repair and replacement needs of the existing facility and to five years beyond assessment date*  
*FCI = Facility Condition Index; Ratio of systems renewal cost to full building replacement cost*  
*Rating = Qualitative condition rating*  
*Renew, Program = Renewal and additional non-renewal, i.e. “program improvement”, costs*



*FCNI = Facility Condition Needs Index; Ratio of systems renewal plus program costs to full replacement cost*

Additional comments on building conditions from the earlier 2007 assessment report include:

### Structural

All Veterans and Community buildings were structurally evaluated in the early 1990's and some amount of seismic retrofitting was done to several of them. However, seismic performance standards have subsequently changed and the current standards, including evaluation methodology are more stringent and conservative. Re-evaluation of the buildings for seismic performance under latest standards was recommended.

The Santa Rosa Veterans Building, the oldest of the buildings (built in 1950), remains of concern. In 2002, the building was structurally evaluated and several deficiencies were identified that reduce the building's capacity to resist earthquake forces. The County took immediate steps to strengthen the building by installing steel bracing to hold certain walls in place. However, the steel bracing does not bring the building up to full "life safety performance level." One recommendation involves a complete rebuild of the lower roofs by demolishing them and replacing them with new roof structures, at significant cost and requires closing the building during construction.

### Heating, Ventilating and Air Conditioning

Most buildings are still equipped with the original heating systems installed at time of construction, and that are now approaching or exceeding 50 years of age. Some have multiple systems that have been upgraded as the older units fail. Only a few of the buildings have air conditioning. New heating systems will be more energy efficient as the existing units are replaced. Each building should be analyzed for potential energy saving measures.

### Fire and Life Safety

All buildings have fire extinguishers, and kitchens are equipped with fire suppression systems over gas ranges. Sonoma, Cloverdale and Guerneville have fire alarm panels with detectors that are monitored by the local Fire Districts. Some of the buildings have fire sprinklers throughout or in the stage area. However to this day Cotati and Sebastopol have none. Future projects may trigger additional Fire and Life Safety requirements, including the addition of fire sprinklers or new fire separation walls, as a condition of approval.

### Americans with Disabilities Act (ADA)

While substantial work has previously been done at Veterans and Community Buildings, not all of the known deficiencies have been corrected. A significant amount of ADA work was completed between 2002 and 2007 at Cloverdale, Cotati, Occidental, Santa Rosa and Sonoma with the funding support from the Community Development Block Grant program. Nevertheless, barrier surveys conducted for the County's 2009 updated Self Evaluation and Transition Plan indicate further barrier removal work remains to be accomplished. Recent 2014-15 work includes interior door widening at Cloverdale, and automatic door opener installation at the main entry at Petaluma in the amount of \$65,963. Additional auto-door openers are planned for Cotati and Sonoma by end of calendar 2015.

### Capital Improvements

In addition to the Building Condition Assessment numerous capital improvement projects have been identified on the County's five year Capital Projects Plan. However given competitive needs of limited general fund dollars these have gone unfunded. The total cost of currently identified capital improvements for the Veterans Buildings is \$14,232,000.00.

These projects are identified in the following table:

<b>Building</b>	<b>Project</b>	<b>Estimated Cost</b>
All Veterans Buildings	Kitchen Replacement	\$1,040,000
Cloverdale	Auditorium Floor Repair & Stove Replacement	\$70,000
Cloverdale	Sound System Upgrade	\$25,000
Guerneville	HVAC Upgrade	\$315,000
Guerneville	Window Replacement	\$225,000
Petaluma	Driveway Repaving	\$170,000
Petaluma	Grandstand Replacement	\$850,000
Petaluma	HVAC Replacement & Re-Roof	\$850,000
Santa Rosa	Major Renovations	\$9,000,000
Santa Rosa	Re-Roof	\$900,000
Sebastopol	Fire Sprinkler Installation	\$137,000
Sebastopol	HVAC Replacement	\$350,000
Sonoma	HVAC Upgrades	\$300,000

## Operating Expenses

### Expenditures

FY 10-11 served as a benchmark year in which the County operated all seven buildings at full availability. In this year, the County incurred a “net county cost” of \$1,214,106 not including capital expenses. In FY 11-12 in an effort to reduce costs, availability at all buildings except for Santa Rosa and Petaluma was reduced, this resulted in a net county cost of \$215,227. In FY 12-13 third party operators assumed management of five of the buildings resulting in a net county cost of \$693,732 (this included one-time transition costs of \$135,000). In FY 13-14 the County re-assumed management of the Guerneville building, and even with this additional expense, the net county cost was reduced to \$597,449. This resulted in a savings to the County General Fund of \$616,657 when compared to the base year. Details of operational costs per building for FY 10-11 and FY 13-14 can be seen in **Exhibit C**.

### All Veterans Memorial Buildings, Actual Net County Operational Costs (excluding capital expenses)

FY 10-11	FY 11-12	FY 12-13	FY 13-14
\$1,214,106	*\$215,227	**\$693,732	\$597,449

\* In FY 11-12, in an effort to reduce costs all buildings except for Santa Rosa and Petaluma operated under restricted availability resulting in the lower operating costs.

\*\* FY 12-13 includes \$135,000 in one-time transition costs

## Exhibit A

### California Military and Veterans Code

The following are provisions from Sections 1262 and 1266 of the California Military and Veterans Code:

- Provision of the facility and acceptance of the facility by a veterans' association constitutes a dedication of that property to a public purpose.
- Dedication may not be revoked so long as the veterans' association has not violated the terms and conditions of the dedication, unless
  1. The County dedicates a substitute facility, or
  2. The veterans' association has consented to the proposed County action, or
  3. The veterans' association has abandoned its use of the facility.

#### County Counsel Findings

The Veterans' associations in Sonoma County continue to use the Veterans Memorial Buildings. County Counsel has not found any case law as to what constitutes abandonment of veterans' buildings under the Military and Veterans Code. Refer to Building use for a list of which veteran associations use which building and for what purposes.

Interpretation of the law by the State Attorney General's office and by the California court of appeal in the Gridley case (referenced below) indicates that Section 1262 allows use of these buildings by non-veterans and allows "incidental" use as long as the use does not interfere with the primary use or purpose of the building. Case law also established that once the Board of Supervisors undertakes the obligation to provide maintenance of a constructed dedicated memorial, the obligation becomes mandatory (Captain Charles V. Gridley Camp No. 104, United Spanish War Veterans v. Board of Supervisors of Butte County, 98 C.A. 585 (1929)).

Section 1264 codified the interpretation regarding incidental use stating that the Board of Supervisors may provide use of Veterans Memorial facilities by non-veteran organizations, either free or for charge, for any purpose not inconsistent with the continued use by veterans, when such use does not unduly interfere with the reasonable use by veterans associations. While the Code does not specifically state that veterans associations must be allowed free use of Veterans Memorial facilities, veterans associations in Sonoma County are allowed to use such facilities for meetings and veterans business free of charge.

County Counsel also advises that case law concludes that the government cannot close a Veterans Memorial facility even if it is deemed unsafe. Thus, the government entity has a duty to maintain and repair the memorial, or it must dedicate a substitute facility acceptable to the veterans associations. This obligation would pass to a city if the city purchases the building from the county (VFW v. City of El Paso de Robles, 62 Cal App. 4th 1077 [1998]).

## Exhibit B – Current Fees

### Santa Rosa

Room	Capacity				Hourly Rate
	Assembly	Seated	Dining	Dine & Dance	
<b>Auditorium</b> (Use min. *)	1200	1000	653	500	\$95
<b>Dining Room</b> (2 hr. min.)	408	250	200	150	\$55
<b>Lodge Room</b> (2 hr. min.)	440	275	205	150	\$55
<b>North Room</b> (2 hr. min.)	139	80	65	n/a	\$40
<b>Judge's Chamber</b> (2 hr. min.)	55	35	26	n/a	\$40
<b>Conf Room</b> (2 hr. min.)	55	35	26	n/a	\$40
<b>Kitchen (4 hr. min.)</b>					\$30
<b>Small Kitchen (refrigerator, stove, sink, ice machine) (2 hr. min.)</b>					\$30
<b>Auditorium after 1:00 am</b>					\$150

### Petaluma

Room	Capacity				Hourly Rate
	Assembly	Seated	Dining	Dine & Dance	
<b>Auditorium</b> (4 hr. min.)	900	800	500	400	\$95
<b>Banquet Room</b> (2 hr. min.)	358	250	167	120	\$55
<b>Conf Room A</b> (2 hr. min.)	158	110	74	n/a	\$50
<b>Conf Room B</b> (2 hr. min.)	121	80	57	n/a	\$45
<b>Kitchen (4 hr. min.)</b>					\$30
<b>Auditorium after 1:00 AM</b>					\$150

## Exhibit B – Current Fees

### Cotati

Room	Capacity				Hourly Rate
	Assembly	Seated	Dining	Dine & Dance	
<b>Auditorium</b> (4 hr. min.)	329	200	170	125	\$75
<b>Memorial Room</b> (2 hr. min.)	107	60	47	n/a	\$55
<b>Kitchen</b> (4 hr. min.)					\$30
<b>Auditorium after 1:00 AM</b>					\$150

### Sonoma

Room	Capacity				Hourly Rate
	Assembly	Seated	Dining	Dine & Dance	
<b>Auditorium</b> (4 hr. min.)	700	500	300	250	\$75
<b>Dining Room</b> (2 hr. min.)	309	240	150	90	\$55
<b>Lounge Room</b> (2 hr. min.)	141	85	66	n/a	\$40
<b>Kitchen</b> (4 hr. min.)					\$30
<b>Auditorium after 1:00 AM</b>					\$150

## Exhibit B – Current Fees

### Cloverdale

Room	Capacity				Hourly Rate
	Assembly	Seated	Dining	Dine & Dance	
<b>Auditorium</b> (4 hr. min.)	293	250	137	70	\$75
<b>Trophy Room w/bar</b> (2 hr. min.)	143	80	67	n/a	\$55
<b>Kitchen</b> (4 hr. min.)					\$30
<b>Auditorium after 1:00 AM</b>					\$150

### Sebastopol

Room	Capacity				Hourly Rate
	Assembly	Seated	Dining	Dine & Dance	
<b>Auditorium</b> (4 hr. min.)	350	200	100	75	\$75
<b>Dining Room</b> (2 hr. min.)	268	190	125	75	\$55
<b>Fireside Room</b> (2 hr. min.)	79	50	37	n/a	\$35
<b>Kitchen</b> (4 hr. min.)					\$30
<b>Small Kitchen</b> (2 hr. min.) – Refrigerator, small stove & sink					\$30
<b>Auditorium after 1:00 AM</b>					\$150

## Exhibit B – Current Fees

Room	Commercial		Commercial		Non Commercial		Non Commercial		Non-Profit		Non-Profit	
	Local		Non-Local		Local		Non-Local		Local		Non-Local	
	M-Th	F-Su	M-Th	F-Su	M-Th	F-Su	M-Th	F-Su	M-Th	F-Su	M-Th	F-Su
Auditorium	\$38	\$57	\$40	\$60	\$34	\$51	\$36	\$54	\$17	\$26	\$18	\$27
Club Room	429	\$43	\$30	\$45	\$26	\$38	\$27	\$41	\$13	\$19	\$14	\$20
Conference Room	\$30	\$46	\$32	\$48	\$27	\$41	\$29	\$43	\$14	\$21	\$15	\$22
Kitchen	\$21	\$31	\$22	\$33	\$19	\$28	\$20	\$30	\$9	\$14	\$10	\$15
Parking Lot	\$14	\$21	\$15	\$23	\$13	\$19	\$14	\$20	\$6	\$10	\$7	\$10

Guerneville

## Exhibit C

### Operational Costs per Building

Fiscal Year 10/11

***Operated by the County of Sonoma (Regional Parks Dept.)***

	Revenues	Expenditures	General Services Maintenance Costs	Net Cost
Cotati	29,565	67,264	11,869	(49,568)
Petaluma	132,778	287,417	31,906	(186,545)
Santa Rosa	259,569	590,237	40,354	(371,022)
<b>Total</b>	<b>421,912</b>	<b>944,918</b>	<b>84,129</b>	<b>(607,135)</b>

Cloverdale	23,569	42,530	49,551	(68,512)
Guerneville	34,601	145,426	24,566	(135,391)
Sonoma	82,283	258,776	42,106	(218,599)
<b>Total</b>	<b>140,453</b>	<b>446,732</b>	<b>116,223</b>	<b>(422,502)</b>

Sebastopol	<b>79,168</b>	<b>237,272</b>	<b>26,365</b>	<b>(184,469)</b>
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**Total Net Cost** **(1,214,106)**



## Exhibit C

### Operational Costs per Building

Fiscal Year 13/14

***Operated with Concession Agreement (UCCR)***

	Revenues	Expenditures	Gen Services Maintenance Costs	Net Cost	Shared Administrative Costs *	Total Net County Cost
Cotati	723	6,732	668	(6,677)	4,448	(11,125)
Petaluma	625	41,685	589	(41,649)	27,745	(69,394)
Santa Rosa	4,308	120,320	2,689	(118,701)	79,073	(197,774)
<b>Total</b>	<b>5,656</b>	<b>168,737</b>	<b>3,946</b>	<b>(167,027)</b>	<b>111,265</b>	<b>(278,292)</b>

***Operated by the County of Sonoma (General Services Dept.)***

Cloverdale	1,978	55,497	70,743	(124,262)	82,777	(207,039)
Guerneville	3,174	34,537	30,376	(61,739)	41,128	(102,867)
Sonoma	174,131	124,907	53,786	(4,562)	3,039	(7,601)
<b>Total</b>	<b>179,283</b>	<b>214,941</b>	<b>154,905</b>	<b>(190,563)</b>	<b>126,944</b>	<b>(317,507)</b>

***Operated under a 30 Year lease (Sebastopol Center for the Arts)***

Sebastopol	619	0	1,609	(990)	659	(1,649)
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**Total Net Cost before  
Administrative Costs**

**(358,580)**

**238,869**

**(597,449)**

Veterans Buildings

Administrative Costs                      238,869

(Salaries and benefits less General Fund OT in)

\*Administrative costs distributed based on each buildings proportionate share of total net cost.

# 2015 Veterans Memorial Building Update

General  
Services  
Department



# Introduction

The County owns seven Veterans Memorial Buildings, operated by a combination of County management and third party operators

## Operated by the County

- Cloverdale
- Guerneville
- Sonoma

## Operated by UCCR

- Cotati
- Petaluma
- Santa Rosa

## Operated by Sebastopol Center for the Arts

- Sebastopol

## Key Objectives

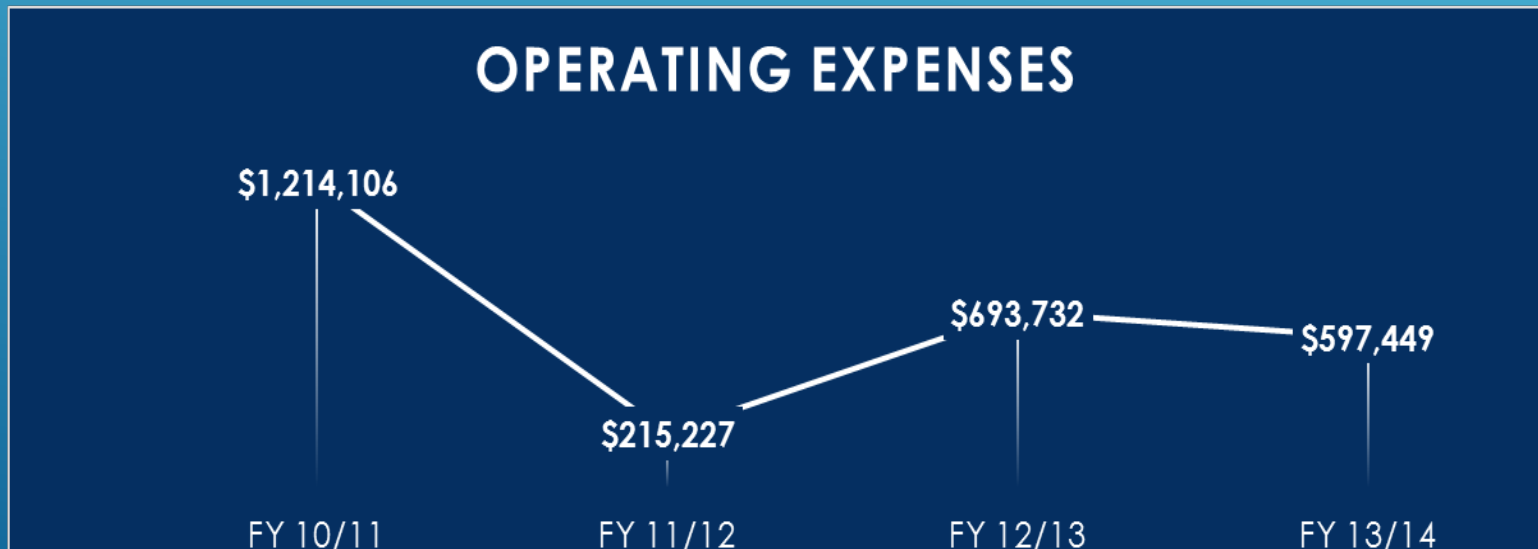
- Fulfill County obligations to maintain dedicated Veterans Memorials and provide a meeting space for Veterans Organizations
- Increase the availability and use of the Memorial Buildings by the communities that they serve
- Provide adequately maintained and operated facilities for Veterans and public use
- Reduce on-going County costs and continue to develop effective market strategies

# Why are the 3<sup>rd</sup> Party Management Partnerships Effective?

- Partners core competency in renting event venues
- Higher number of staff dedicated to buildings; in some cases, staff members part of the community
- Maintenance needs met quickly by onsite workers, or hired vendors
- Lower cost of operation and maintenance
- Partner able to hold fundraising events to support building improvements (example of Sebastopol)

# Operational Expenses

- FY 10/11.....\$1,214,106.....Full Availability
- FY 11/12.....\$215,227.....Restricted Availability
- FY 12/13.....\$693,732.....Full availability + [1 time costs]
- FY 13/14.....\$597,449.....Full availability with 3<sup>rd</sup> party operators



# Next Steps

- Authorize the General Services Director to execute agreement with William Russell Ledford Post #293 of the American Legion for management of the Cloverdale Veterans Memorial Building.
- Authorize the General Services Director to implement a 12 month pilot program in Cloverdale to determine a rate structure that will increase revenue by creating a market driven fee structure.





## Next Steps (continued)

- Authorize the General Services Director to approve requests for fee discounts based on predetermined criteria.
- Provide direction to staff regarding the issuance a Request For Proposals for management of the Sonoma Veterans Memorial Building.



## Follow Up Steps

- Return to the Board with recommendations for third party management of the Sonoma Veterans Building.
- Return to Board at the end of the pilot program in Cloverdale for review and approval of rate structure; and report on status of Cloverdale license agreement with Post #293 of the American Legion.



County of Sonoma  
Agenda Item  
Summary Report

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

**Agenda Item Number:** 51  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** June 23, 2015

**Vote Requirement:** Majority

**Department or Agency Name(s):** Board of Supervisors

**Staff Name and Phone Number:**

Supervisor Efren Carrillo 707-565-2441

**Supervisorial District(s):**

Fifth District

**Title:** Fee Waiver

**Recommended Actions:**

Waive fees of \$1864 for the Bodega Volunteer Fire Department's Big Event to be held on August 2, 2015. (Fifth District)

**Executive Summary:**

Bodega Volunteer Fire Department serves the community with no parcel tax, and relies on a completely volunteer group of firefighters and board members. The Big Event has been held annually for many years, and is the largest single source of income for the District.

**Prior Board Actions:**

Full fee waivers approved in 8/14, 8/13, 8/12 and in all prior years

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

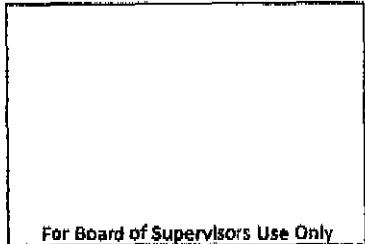
**Fiscal Summary - FY 14-15**

Expenditures		Funding Source(s)	
Budgeted Amount	\$	County General Fund	\$
Add Appropriations Req'd.	\$ 1864	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$ 1864
	\$		\$
<b>Total Expenditure</b>	<b>\$ 1864</b>	<b>Total Sources</b>	<b>\$ 1864</b>

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

SUBMIT TO:  
 Board of Supervisors  
 575 Administration Dr. 100A  
 Santa Rosa, CA 95403

COUNTY OF SONOMA



**Fee Waiver Request Form**

1. Contact information for individual requesting fee waiver:

Name: JIM GRANT  
First Middle Last  
 Mailing Address: PO Box 265 BODEGA, CA 94922  
Number Street City State/ZIP  
 Phone: 707 876 9611 Email: JIMGRANT@SONIC.NET  
Area Code/Number

2. Name of organization or entity for which fee waiver is requested:

Name: BODEGA VOLUNTEER FIRE DEPT.  
 Mailing Address: PO Box 28 BODEGA, CA 94922  
Number Street City State/ZIP  
 Phone: 707 876 9438 Email: 8700@BODEGAFIRE.ORG

3. Please indicate by check mark the supervisory district in which the organization or entity submitting this request is located, where the project/activity/event will be held, and the district office to whom you would like to submit this request:

Board Member and District	Valerie Brown District 1	David Rabbitt District 2	Shirlee Zane District 3	Mike McGuire District 4	Efron Carrillo District 5
Entity or organization location (select all that apply)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Project/activity/event location (select all that apply)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
District office to receive request (select only one)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

4. Type of organization or entity for which the fee waiver is requested:

- City                       Special District                       Other Local Government  
 School                       Non-profit or CBO                       Individual

Other Fees (please specify): \_\_\_\_\_

5. Please provide a description of the project/activity/event for which a fee waiver is being requested on a separate sheet of paper. Please include the type of project/activity/event, the number of individuals who will participate or be served, etc.

6. Please indicate if this is a one-time or annual event:                       One Time                       Annual

**Reset**

7. Type and amount of fee waiver(s) requested. Please list all County fees you are requesting be waived in conjunction with this project/activity/event:

Department Assessing Fee	Type of Fee	Amount of Fee
PRMD	SPECIAL EVENT ZONING PERMIT	1864. <sup>00</sup>

8. If your entity or organization has received a fee waiver(s) for a similar project/activity/event in the past, please list fee waivers below:

Date of Fee Waiver	Department Assessing Fee	Type of Fee	Amount of Fee
22 JULY '14	PRMD	SPECIAL EVENT	1864.
19 JUN '13	"	"	1864.
18 JUN '12	"	"	1864
21 JUN '11	"	"	1339.


9. Does the organization or entity for which the fee waiver is requested receive funding from any of the following sources? If so, please specify:

- Property Tax                       Sales Tax                       Special Assessment  
 User Fees

Other Fees (please specify): NONE

10. If the organization or entity receives tax funding or has the ability to assess fees, please provide an explanation and supporting documentation regarding the complete inability of the organization or entity to pay the fees which you are requesting be waived. Please attach information/documentation to this form and submit with your request for a fee waiver.

11. Will the organization or entity be charging an entry fee or be requesting a donation for the project/activity/event for which you are requesting a fee waiver? If so, please provide an explanation and supporting documentation detailing why the fees to be waived cannot be recovered through the entry fee. Please attach information/documentation to this form and submit with your request for a fee waiver.

  
 \_\_\_\_\_  
 Authorized Signature  
  
9 JUNE '15  
 \_\_\_\_\_  
 Date

SECRETARY, BVFD  
 \_\_\_\_\_  
 Title

## **THE BIG EVENT**

Every August for over 30 years, Bodega Volunteer Fire Department has held It's annual summer fundraiser – the eponymous **BIG EVENT**. It takes place on BVFD property in and around McCaughy Hall and the new Fire Station building in the small village of Bodega in western Sonoma County. It is a very popular event with an attendance of about 400 - 500 people.

Activities include: Bar-b-que food & drinks; dancing to live music - usually by a couple of local bands; craft booths; exhibits including fire safety, environmental & local community groups; kids games; donkey rides; contests & prizes such as - the Best Dressed Dog, the Loveliest Llama, a Potato Race; and the selection of Miss Bodega Red (named for the famous potato).

The bar-b-que food is made by local volunteer chiefs and is for sale along with beer, wine, ice cream & other home-made deserts. Raffles are held for donated prizes. Fire engines and equipment are on display.

This one-day event is open to the public without an admission charge and all proceeds from sales, raffles, etc. go to support the BVFD. We are an all-volunteer fire dept. serving the west county area and have no tax assessment income. This and some other fundraisers are a primary source of our funding.

BVFD volunteers will insure fire safety, security, crowd & traffic control as necessary. Picnic tables are available, and public toilets and rest rooms are provided.



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number:** 70  
(This Section for use by Clerk of the Board Only.)

**To:** Sonoma County Board of Supervisors

**Board Agenda Date:** June 23, 2015

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Nathan Quarles 565-1146

**Supervisorial District(s):**

Countywide

**Title:** Amendment to Chapter 11 of the County Code; Easement Holders and Geologic Hazards

### **Recommended Actions:**

Adopt a resolution reading the title of, waiving further reading of, and introducing for adoption an ordinance to amend Chapter 11 of the Sonoma County Code to allow easement holders to apply for permits under Chapter 11 and to clarify the definition of geologic hazards.

### **Executive Summary:**

#### **INTRODUCTION**

The proposed ordinance would make two minor changes to Chapter 11, titled "Grading, Drainage, and Vineyard and Orchard Site Development," identified below.

#### **OVERVIEW OF PROPOSED ORDINANCE**

##### **Eligible Applicants**

The current code allows permit applications to be filed only by property owners, authorized agents of the owner, or other person with the written consent of the owner. The proposed ordinance would add and allow easement holders to apply for permits. This revision would allow easement holders to implement their easement rights without seeking permission from the fee owner, which has resulted in unfair delays and even litigation in several instances.

##### **Geologic Hazards**

The proposed ordinance would update the definition of "geologic hazard," the presence of which is one of the triggers for requiring that grading be performed in compliance with approved plans and specifications prepared by a civil engineer. The current definition is based on standard state and federal definitions and has been upheld by the Sonoma County Superior Court in a case called *Forest Unlimited v. County of Sonoma*. Recently, however, Judge Gary Nadler *sua sponte* questioned the definition in a case that did not involve grading. The proposed revision would clarify the definition.

**Prior Board Actions:**

April 2012—The Board adopted revisions amending Chapter 11 of the Sonoma County Code.

December 2008-The Board adopted Ordinance No. 5819 amending Chapter 11 of the Sonoma County Code which consolidated related grading, drainage, and vineyard code provisions.

March 2004-The Board directed staff to draft regulations for proposed grading ordinance.

June 2002-The Board instructed the CAO to solicit input from interest groups on grading regulations.

**Strategic Plan Alignment**      Goal 4: Civic Services and Engagement

These proposed amendments will serve to clarify interpretation of the code allowing the public a clearer understanding of the code’s intentions and the processes provided by PRMD.

**Fiscal Summary - FY 15-16**

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

**Narrative Explanation of Fiscal Impacts (If Required):**

There are no fiscal impacts associated with 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):**

There are no staffing impacts associated with this item.



**Attachments:**

Attachment A-Draft Board Resolution  
Attachment B-New Ordinance Version (stricken)  
Attachment C-CEQA Exemption

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

None



# County of Sonoma State of California

Date: June 23, 2015

Item Number: \_\_\_\_\_  
Resolution Number: \_\_\_\_\_

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Introducing, Reading The Title Of, And Waiving Further Reading Of An Ordinance Of The County Of Sonoma Amending Chapter 11 Of The Sonoma County Code (Grading, Drainage, And Vineyard And Orchard Site Development) To Allow Easement Holders To Apply For Permits Under Chapter 11, And To Clarify The Definition Of Geologic Hazard, And Determining Exemption From The California Environmental Quality Act**

**Whereas**, an ordinance entitled, "An Ordinance Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Amending Chapter 11 Of The Sonoma County Code (Grading, Drainage, And Vineyard And Orchard Site Development) To Allow Easement Holders To Apply For Permits Under Chapter 11, And To Clarify The Definition Of Geologic Hazard, And Determining Exemption From The California Environmental Quality Act" has been introduced and the title read;

**Now, Therefore, Be It Resolved** that further reading of the proposed ordinance is waived.

**Supervisors:**

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

**So Ordered.**

**Ordinance No.**

**An Ordinance Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Amending Chapter 11 Of The Sonoma County Code (Grading, Drainage, And Vineyard And Orchard Site Development) To Allow Easement Holders To Apply For Permits Under Chapter 11, And To Clarify The Definition Of Geologic Hazard, And Determining Exemption From The California Environmental Quality Act**

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

**Section I.** Chapter 11 of the Sonoma County Code is amended as follows:

(a) Subsection C of Section 11.10.020 is amended to read as follows:

C. Eligibility for filing. A permit application may only be filed by the owner or **easement holder of the site, an** authorized agent of the owner ~~of the site~~ or **easement holder**, or other person with the written consent of the ~~site-owner~~ **or easement holder**.

(b) Section 11.26.020 is amended to modify the definition of “Geologic Hazard” to read as follows:

**Geologic Hazard.** ~~A Slope instability, landsliding, fault displacement, liquefaction, flooding, subsidence, differential settlement, expansive soil, creeping soil, or other similar~~ geologic condition, either ~~natural or man-made,~~ that poses a potential danger to life and property. ~~Examples include landslides, flooding, faulting, beach erosion, land subsidence, pollution, waste disposal, and foundation and footing failures~~ **mapped or observed in the field.**

**Section II.** The Board of Supervisors finds and determines that this ordinance is exempt from the California Environmental Quality Act (“CEQA”) pursuant to Section 15061(b)(3) of the State CEQA Guidelines because it can be seen with certainty that there is no possibility that this ordinance may have a significant effect on the environment. The basis for this determination is that this ordinance approves only technical and clarifying changes to Chapter 11 of the Sonoma County Code, and that these changes will not result in any significant adverse direct or indirect physical changes to the environment. The Director of the Permit and Resource Management Department is directed to file a notice of determination that this ordinance is exempt from CEQA and the State CEQA Guidelines.

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

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

In regular session of the Board of Supervisors of the County of Sonoma introduced on the \_\_\_\_\_th day of June, 2015, and finally passed and adopted this \_\_\_\_th day of \_\_\_\_\_, 2015, on regular roll call of the members of said Board by the following vote:

**Supervisors:**

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

**Whereupon,** the Chair declared the above and foregoing ordinance duly adopted and

**So Ordered.**

\_\_\_\_\_  
Chair, Board of Supervisors  
County of Sonoma

**Attest:**  
Veronica A. Ferguson,  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Chief Deputy Clerk of the Board



## **NOTICE OF CATEGORICAL EXEMPTION**

**Sonoma County Permit and Resource Management Department**

2550 Ventura Avenue, Santa Rosa, CA 95403

(707) 565-1900

Fax (707) 565-1103

Sonoma County proposes to carry out the following project. Pursuant to Section 23A-11 of the Sonoma County Code, it has been determined that this project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA):

**Project Title:** Adoption of an Ordinance of the Board of Supervisors of the County of Sonoma, State of California, Amending Chapter 11 of the Sonoma County Code (Grading, Drainage and Vineyard and Orchard Site Development)

**Lead Agency / County Agency of Filing:** Sonoma County

**Project Proponent (Applicant):** Sonoma County Permit and Resource Management Department

**Applicant Address:** 2550 Ventura Avenue, Santa Rosa, CA 95403

**Project Location:** Countywide

**Date of Approval:** July 21, 2015

**Exemption Filed With:** Sonoma County Clerk

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### **PROJECT DESCRIPTION:**

The project is the adoption of an Ordinance of the Board of Supervisors of the County of Sonoma, State of California, amending Chapter 11 of the Sonoma County Code (Grading, Drainage and Vineyard and Orchard Site Development). The amendments will allow holders of specified types of easements to apply for grading and drainage permits. The amendments will also clarify the definition of a geologic hazard, used in determining whether engineered grading is required.

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### **REASON WHY THIS PROJECT IS EXEMPT:**

The ordinance is exempt from CEQA pursuant to Section 15061(b)(3) of the State CEQA Guidelines because it can be seen with certainty that there is not possibility that this ordinance may have a significant effect on the environment. The basis for this determination is that this ordinance approves only technical and clarifying changes to Chapter 11 of the Sonoma County Code, and that these changes will not result in any significant adverse direct or indirect physical changes to the environment.

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This Notice of Exemption is filed pursuant to the provisions of Section 15062 of the State CEQA Guidelines.

### **Lead Agency Contact Person:**

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Laura Peltz  
Senior Environmental Specialist  
Permit and Resource Management Department  
Environmental Review Division  
(707) 565-8356



# **Sonoma County Board of Zoning Adjustments**

## **ACTIONS**

Sonoma County Permit and Resource Management Department  
2550 Ventura Avenue, Santa Rosa, CA 95403  
(707) 565-1900 FAX (707) 565-1103

Date: June 18, 2015  
Meeting No.: 15-09

### **ROLL CALL**

Dick Fogg  
Kathleen Doyle  
Tom Gordon  
Tom Lynch  
Paula Cook, Chair

### **STAFF MEMBERS**

Jennifer Barrett  
Misti Harris  
Cynthia Demidovich  
McCall Miller, Secretary  
Robert Pittman, County Counsel

## **BOARD OF ZONING ADJUSTMENTS REGULAR CALENDAR**

Item No.: 1  
Time: 1:05 p.m.  
File: PLP13-0002  
Applicant: Sequoia Deployment Services for AT&T, c/o Pete Shubin  
Owner: Virginia Pasini and Susan Pasini  
Cont. from: February 19, 2015  
Staff: Misti Harris  
Env. Doc: Mitigated Negative Declaration  
Proposal: Request for a Use Permit and Administrative Design Review for a new telecommunications facility consisting of a 180-foot lattice tower and associated equipment cabinets on a 79.60 acre parcel. The proposed tower is non-illuminated and allows for co-location.  
Location: 2181 Calistoga Road, Santa Rosa  
APN: 029-100-021  
District: 1  
Zoning: RRD (Resources and Rural Development), B6-100 acre density, SR (Scenic Resources)  
Action: This item has been continued to August 20, 2015 at 1:05 p.m.  
Appeal Deadline: N/A  
Resolution No.: N/A

Sonoma County Board of Zoning Adjustments Actions

Date: June 18, 2015

Page 2

Item No.: 2  
Time: 1:05 p.m.  
File: UPE13-0035  
Applicant: John Holdredge, Esq.  
Owner: Ken and Akiko Freeman  
Cont. from: April 3, 2014  
Staff: Cynthia Demidovich  
Env. Doc: Negative Declaration  
Proposal: Request to modify a previously approved Use Permit (UPE02-0146) to add tasting by appointment-only limited to 12 per day, ten agricultural promotional events, two one-day industry-wide events, and expand the hours of operation during harvest and bottling.  
Location: 1300 Montgomery Road, Sebastopol  
APN: 061-220-020  
District: 5  
Zoning: DA (Diverse Agriculture), B6-20-acre density, Z (Second Dwelling Unit Exclusion)  
Action: **Commissioner Lynch** moved to approve the Use Permit with modified Conditions of Approval. Seconded by **Commissioner Fogg** and passed with a 4-1-0 vote.  
Appeal Deadline: 10 calendar days  
Resolution No.: 15-013

**Vote:**

Commissioner Fogg	Aye
Commissioner Doyle	Aye
Commissioner Gordon	No
Commissioner Lynch	Aye
Commissioner Cook	Aye

Ayes	4
Noes	1
Absent	0
Abstain	0