

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

TUESDAY

SEPTEMBER 12, 2017

8:30 A.M.

(The regular afternoon session commences at 1:30 p.m.)

Susan Gorin	First District	Sheryl Bratton	County Administrator
David Rabbitt	Second District	Bruce Goldstein	County Counsel
Shirlee Zane	Third District		
James Gore	Fourth District		
Lynda Hopkins	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 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 or bos@sonoma-county.org 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 request specific items be discussed and/or removed from the Consent Calendar. There will an opportunity for the public to comment on the consent calendar prior to it being voted upon.

PUBLIC COMMENT

Any member of the public may address the Board on a matter listed on the agenda. Commenters are requested to fill out a Speaker Card and to come forward to the podium when recognized by the Board Chair. Please state your name and limit your comments to the agenda item under discussion. Available time for comments is determined by the Board Chair based on agenda scheduling demands and total number of speakers.

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. CONSENT CALENDAR

HUMAN RESOURCES/COUNTY COUNSEL

AND

AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT

SONOMA COUNTY WATER AGENCY

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

AND

COMMUNITY DEVELOPMENT COMMISSION

(Commissioners: Gorin, Rabbitt, Zane, Gore, Hopkins)

1. Workplace Investigation Service Agreements:

Authorize County Counsel and the Director of Human Resources to execute agreements with nine firms specializing in workplace investigations for contract periods October 1, 2017 through September 30, 2020 for amounts not to exceed \$175,000 per contract year per agreement, with two, one year options to renew, for total contract periods not to exceed 5 years, with the following firms: Bertrand, Fox, Elliott, Osman, & Wenzel; Ellis, Buehler, Makus LLP; Hirschfeld Kramer LLP; Jackson Lewis; Law Offices of Amy Openheimer; Meyers Nave; Renne, Sloan, Holtzman, Sakai LLP; Van Dermyden Maddux Law Corp; Weintraub Tobin.

AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT

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

2. Sustainable Agricultural Lands Conservation Program Grant Application:

Approve resolution of the Directors of the Sonoma County Agricultural Preservation and Open Space District: (i) ratifying the submission of an application to the State of California Department of Conservation for a \$1,000,000 grant under the Sustainable Agricultural Lands Conservation Program towards acquisition of a conservation easement over the Joseph Camozzi Dairy; (ii) certifying that there is no known conflict of interest, or the appearance of a conflict of interest, for the board or any of its members with respect to the proposed funding from the Department of Conservation's Sustainable Agricultural Lands Conservation Program for Joseph Camozzi Dairy; and (iii) authorizing the General Manager to sign and execute a Sustainable Agricultural Lands Conservation Program Grant Agreement for funds toward purchase of a conservation easement over the Joseph Camozzi Dairy. (Second District)

PERMIT AND RESOURCE MANAGEMENT DEPARTMENT
AND
AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT

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

3. Transfer of Westerbeke Open Space Easements:
Adopt resolutions of the Board of Supervisors of Sonoma County and the Board of Directors of the Sonoma County Agricultural Preservation and Open Space District taking the necessary following actions:
- A) Authorize the Chair of the Board of Supervisors to sign the quitclaim deeds assigning the Westerbeke Open Space Easements from the County to the District; and
 - B) Authorize the President of the Board of Directors to sign the quitclaim deeds and Certificate of Acceptance accepting the assignment of the Westerbeke Open Space Easements from the County to the District. (First District)

BOARD OF SUPERVISORS
AND
COMMUNITY DEVELOPMENT COMMISSION

(Commissioners: Gorin, Rabbitt, Zane, Gore, Hopkins)

4. Execution of Joint Powers Agreement for Federal Urban County Qualification:
Authorize the Executive Director of the Community Development Commission to execute an updated Joint Powers Agreement between the County of Sonoma and the Town of Windsor and cities of Cloverdale, Cotati, Healdsburg, Rohnert Park, Sebastopol, and Sonoma in order to continue to qualify as an entitlement jurisdiction as an Urban County for federal Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG), and HOME Investment Partnerships (HOME) funding.

SONOMA COUNTY WATER AGENCY

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

5. As-Needed Dive Services:
Authorize Water Agency's General Manager to execute an agreement with Aqua-Tech Company for as-needed dive services for water system radial collector wells through December 31, 2020 in the amount of \$125,000.
6. North Bay Water Reuse Authority Phase II Grant Administration:
Adopt a Resolution authorizing the General Manager of the Sonoma County Water Agency, or his designee, to a) sign and file an application with the United States Bureau of Reclamation pursuant to the Water Infrastructure Improvements for the Nation Act for funding the North Bay Water Reuse Program construction activities; b) execute a cooperative agreement with the United States Bureau of Reclamation; and c) take all actions necessary to implement the cooperative agreement. (First and Second Districts)

7. Dry Creek Habitat Enhancement, Phase II & III Part 1 Flood Damage Repairs:
Authorize Sonoma County Water Agency's General Manager to approve change orders with McCullough Construction, Inc. for construction of repairs to portions of the second (Phase II) and third (Phase III) miles of Dry Creek Habitat Enhancements constructed in 2016 that were damaged by the sustained high flows during the 2016/2017 wet season. The work involves \$185,000 for repair of Phase III site 2C, and \$800,000 for repair of sites 8C and 8D in Phase II. (4/5th Vote Required)

AUDITOR-CONTROLLER TREASURER-TAX COLLECTOR
AND
SONOMA COUNTY WATER AGENCY/RUSSIAN RIVER COUNTY
SANITATION DISTRICT

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

8. Fiscal Year 2017-18 Tax Rates:
A) Adopt a Concurrent Resolution of the Board of Supervisors of the County of Sonoma, the Board of Directors of the Sonoma County Water Agency, and the Board of Directors of the Russian River County Sanitation District
B) Adopt a Resolution of the Board of Supervisors, County of Sonoma, setting the Fiscal Year 2017-18 unitary, operating non-unitary, and railroad unitary tax rate for voter approved indebtedness.

AUDITOR-CONTROLLER TREASURER-TAX COLLECTOR

9. Quarterly Treasury Financial Report:
Review and accept the quarterly Treasury Financial Report for the period of April 1 through June 30, 2017.

BOARD OF SUPERVISORS

10. Disbursement of Fiscal Year 17/18 First District Advertising Funds:
Approve Advertising Program grant awards and Authorize the County Administrator to execute a contract with the following non-profit entity for advertising and promotions activities for FY 17/18: Kiwanis Club of Sonoma Plaza, \$1,000. (First District)
11. Disbursement of Fiscal Year 17/18 Third District Advertising Funds:
Approve Advertising Program grant awards and Authorize the County Administrator to execute a contract with the following non-profit entities for advertising and promotions activities for FY 17/18: Museums of Sonoma County, \$500; Community Alliance with Family Farmers, \$800. (Third District)
12. Sponsorship of the 2017 Latino State of the County Event:
Approve a contribution in the amount of \$8,000 to Los Cien sponsoring student attendance to the 2017 State of the Latino Community in Sonoma County event.

COUNTY ADMINISTRATOR

13. Modification and extension of the Temporary Code Enforcement Penalty Relief Program for Land Use Permits for Cannabis Operations:
Adopt a Resolution to modify and extend the Temporary Code Enforcement Penalty Relief Program for Land Use Permits for Cannabis Operations.

CLERK-RECORDER-ASSESSOR

14. Debit and Credit Card Payment Services Agreements for Clerk-Recorder Records and Documents:
A) Authorize the Clerk-Recorder-Assessor to execute a new agreement with LexisNexis VitalChek Network Inc. to provide debit and credit card payment services both in office and over the internet and online identity verification services for the online purchase of vital records for the period of September 12, 2017 through September 11, 2018, with automatic one-year renewals unless terminated at least sixty (60) days prior to the expiration of the existing term.
B) Authorize the Clerk-Recorder-Assessor to execute an agreement with Automated Merchant Systems, Inc. to provide transaction gateway, processing and settlement services of credit card transactions for copies of official public records and other filed documents made over the internet, from September 12, 2017 through September 11, 2020.
15. Consolidation of November 7, 2017, Consolidated Elections:
Adopt a resolution authorizing consolidation of any local elections where the legislative body of those jurisdictions calling the elections have requested consolidation and submitted such requests to the County, as required by Elections Code 10402, for November 7, 2017.
16. General District Election Appointments:
Adopt the resolution appointing nominees to the office of Director of their respective districts for the following districts: Laguna Joint School District, Lincoln School District, Cazadero Community Services District, Occidental Community Services District, Bennett Valley Fire Protection District, Bodega Bay Fire Protection District, Glen Ellen Fire Protection District, Schell-Vista Fire Protection District, Bodega Bay Public Utility District Office, Camp Meeker Recreation and Park District, Monte Rio Recreation and Park District, Russian River Recreation and Park District, Forestville County Water District, Forestville County Water District, North Bay Water District, North Bay Water District, Rains Creek/Hiatt Road County Water District, Russian River County Water District, Timber Cove County Water District.

GENERAL SERVICES/ TRANSPORTATION AND PUBLIC WORKS

17. License of Global Position Seismic and Geological Equipment extension with UNAVCO, Inc. at the County Central Landfill:
- A) Authorize the General Services Director to execute a License Amendment with UNAVCO, Inc. to extend the term of the agreement for an additional five years through March 13, 2022, with an additional five-year extension period, in order to continue to operate and maintain Global Positioning System equipment at the County's Central landfill, supporting university research of the western United States Plate Boundary Observatory grid; and
 - B) Make findings that, pursuant to Government Code Section 26227, the License will further the social needs of the County, in the areas of health and public safety, and is therefore in the public interest, and that the interest in land conveyed will not substantially conflict or interfere with the use of the property by the County.

GENERAL SERVICES

18. Master Services Agreement Contract Award Approval:
- A) Award new Master Service Agreements for on-call architectural, engineering and project management services associated with capital projects undertaken at County owned and leased facilities, and where such services enable the expeditious and responsive delivery of capital improvements saving administrative cost and disruption to the delivery of services to the public for a term of three years from the date of execution.
 - a) Authorize Chair to execute a three (3) year Master Services Agreement in an amount not-to-exceed \$3,000,000 for the duration of the contract with Ross Drulis Cusenbery Architects; DLR Group/KwanHenmi; AXIA Architects; and Nichols, Melburg & Rossetto Architects, to provide architectural and engineering services for County-owned and leased facilities.
 - b) Authorize Chair to execute a three (3) year Master Services Agreement in an amount not-to-exceed \$3,000,000 for the duration of the contract with Ross Drulis Cusenbery Architects; DLR Group/KwanHenmi; AXIA Architects; and Nichols, Melburg & Rossetto Architects, to provide architectural and engineering services for County-owned and leased facilities.
 - c) Authorize Chair to execute a three (3) year Master Services Agreement in an amount not-to-exceed \$1,000,000 for the duration of the contract with Voorhis Robertson Justice Services and Construction & Development Solutions, to provide project management services for County-owned and leased facilities.
 - B) Authorize the Director of General Services to sign Task Orders not to exceed \$50,000; authorize the County Administrator to sign Task Orders between \$50,000 and \$100,000; authorize the Chair of the Board of Supervisors to sign all Task Orders over \$100,000 on behalf of the Board, after approval by the Board.

HEALTH SERVICES

19. Department of Health Services Administration Position Request:
- A) Adopt a personnel resolution effective September 12, 2017 adding 1.0 full-time equivalent Patient Care Analyst and 1.0 full-time equivalent Senior Account Clerk within the Department of Health Services Administration Division to comply with state and federal law.
 - B) Adopt a resolution adjusting the fiscal year 2017-2018 adopted budget by increasing expenditures in the Department of Health Services by \$348,609 to fund a 1.0 full-time equivalent Patient Care Analyst, a 1.0 full-time equivalent Senior Account Clerk, and a 1.0 full-time equivalent Privacy Officer within the Department of Health Services Administration Division. (4/5 vote required)

HUMAN SERVICES

20. Resource Family Training:
Authorize the Human Services Department Director to execute an agreement with the California Parenting Institute for \$128,000 to provide training for foster and family relatives caregivers during the period of September 15, 2017, through June 30, 2018.

PERMIT AND RESOURCE MANAGEMENT DEPARTMENT

21. Agricultural Agreement and Covenant; ZPE17-0259:
Authorize the Chair of the Board of Supervisors to execute an Agricultural Agreement and Covenant for year-round farmworker housing consisting of 37 beds for KBarr Daughters LLC, to be placed on property located at 22425 Geyserville Avenue, Geyserville, PRMD File No. ZPE17-0259. (Fourth District)
22. Agricultural Agreement and Covenant; ZPE17-0260:
Authorize the Chair of the Board of Supervisors to execute an Agricultural Agreement and Covenant for year-round farmworker housing consisting of 37 beds for the Bevill Family Trust, to be placed on property located at 22810 Geyserville Avenue, Geyserville; PRMD File No. ZPE17-0260. (Fourth District)
23. Lot Line Adjustment among four parcels on contracted land at 3100 Sonoma Mountain Road, Petaluma; PRMD File No. LLA16-0022:
Adopt a Resolution and Conditions of Approval for a Lot Line Adjustment among four parcels subject to Land Conservation Contracts; APNs 136-180-002 & 136-450-003 (Lot A), 136-180-002 (Lot B) 136-450-003 (Lot C), and 136-450-001 (Lot D). (First District)

REGIONAL PARKS

24. Tom Schopflin Fields Improvements:
A) Authorize Regional Parks to execute a five-year agreement with Mark West Youth Club Little League for operation and maintenance of the baseball field at Tom Schopflin Fields.
B) Authorize the Director of Regional Parks to agree to the updated conceptual park plan and fund raising efforts by Sonoma Soccer Complex to develop the remaining undeveloped field at Tom Schopflin Fields. (Fourth District)
25. Sonoma Valley Regional Park Expansion Master Plan and Mitigated Negative Declaration:
Adopt a Resolution of the Board of Supervisors of the County of Sonoma approving the Master Plan for the Sonoma Valley Regional Park Expansion and adopting the Mitigated Negative Declaration for the project. (First District)

SHERIFF'S OFFICE

26. Reissuance of Voided Civil Warrants:
Approve a resolution authorizing the Auditor-Controller to re-issue checks totaling \$864.54, with voided dates of greater than two years, to their original recipients.
27. Agreement for Supplemental Law Enforcement Services with Sonoma Raceway:
Authorize the Sheriff to execute the Supplemental Law Enforcement Services Agreement with Sonoma Raceway for its Indy Racing League event from September 15, 2017 through September 17, 2017 for revenue in the amount of \$56,395 to ensure the safety of Sonoma County citizens during a major outdoor event. (Second District)

TRANSPORTATION AND PUBLIC WORKS

28. Replacement of the Geysers Road Bridge over Frasier Creek (C11005):
Approve and authorize Chair to execute the Second Amendment to the agreement with TRC Engineers for the design of the replacement Geysers Road Bridge over Frasier Creek (C11005) amending the scope of work to include additional archeological study and increasing the contract amount by \$16,387 for a total amount not to exceed \$524,806, with no change to the contract term. (Fourth District)
29. Graton American Disabilities Act Improvements - Phase 2, Change Order No. 3:
Approve and authorize the Chair to sign Change Order Number 3 to the construction agreement with Piazza Construction in the amount of \$78,876.40 for additional paving work for a revised contract total amount of \$691,096.82. (Fifth District)

APPOINTMENTS/ REAPPOINTMENTS

30. Appoint Shannon Kiser to the Sonoma Valley Citizen's Advisory Commission (South Valley) effective September 12, 2017 and expiring on September 11, 2021. (First District)
31. Appoint Brian Bauer as an alternate to the Bicycle and Pedestrian Advisory Committee for a two-year term beginning September 12, 2017 and ending September 11, 2019. (Fifth District)

32. Appoint Nick Silva, Chief of Lakeville Volunteer Fire Department, as the alternate member of the Fire Services Advisory Council from Region 9. (Fire and Emergency Services/County Administrator)
33. Adopt a Resolution to reappoint Ron Collier as the Veterans' Remains Officer of Sonoma County ending December 31, 2018. (Human Services)

PRESENTATIONS/GOLD RESOLUTIONS

PRESENTATIONS AT THE BOARD MEETING

(Gold resolutions are usually presented in the afternoon session at 1:30 P.M.)

34. Adopt a Gold Resolution commemorating the sacrifices and heroic actions of September 11, 2001. (Fire and Emergency Services)
35. Adopt a gold resolution recognizing September 15, 2017 through October 15, 2017 as Latino Heritage Month.
36. Adopt resolution recognizing the County employee participation in the annual Day of Caring event on Wednesday, September 13, 2017, in partnership with the City of Santa Rosa. (Human Resources)

PRESENTATION ON A DIFFERENT DATE

37. Adopt a Resolution Honoring Jack Lundgren as the 2017 Sonoma Valley Muse. (First District)

III. REGULAR CALENDAR

SONOMA COUNTY WATER AGENCY

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

38. Sonoma County Water Agency Appointment of Retiree Extra-Help:
Pursuant to Government Code §7522.56 approve the appointment of Dennis Daly as a Water Agency Principal Engineer Retiree Extra-Help, in order to fill a critically needed position within 180 days of his/her retirement, with an appointment date as early as September 12, 2017.

GENERAL SERVICES
AND
SONOMA COUNTY WATER AGENCY
(Directors: Gorin, Rabbitt, Zane, Gore, Hopkins)

39. Sonoma Valley Aquifer Storage and Recovery Pilot Study:
- A) Authorize Water Agency's General Manager to execute an agreement with GEI Consultants Inc. for a Sonoma Valley aquifer storage and recovery groundwater banking pilot study to improve local water supply resiliency. For a term ending on December 31, 2018 in the amount not to exceed \$215,000.
 - B) Authorize the Water Agency to provide up to 25 acre-feet of water for the pilot study at no cost to the Water Contractors.
 - C) Authorize the Chair of the Board of Directors to execute an Agreement for Purchase and Sale of Property Rights and an Easement and Agreement between the County of Sonoma and the Sonoma County Water Agency for the Water Agency's Aquifer Storage and Recovery Pilot Test.
 - D) Authorize the Chair of the Board of Supervisors to execute an Agreement for Purchase and Sale of Property Rights and an Easement and Agreement between the County of Sonoma and the Sonoma County Water Agency for the Water Agency's Aquifer Storage and Recovery Pilot Test.
 - E) Authorize the General Manager to file a Notice of Exemption for project. (First District)

HEALTH SERVICES
AND
SONOMA COUNTY WATER AGENCY
(Directors: Gorin, Rabbitt, Zane, Gore, Hopkins)

40. Safe Medicine Disposal Ordinance Update and Direction:
- A) Receive an update on the development of a proposal for a Sonoma County Safe Medicine Disposal Ordinance, including the feedback from local jurisdictions and the Safe Medicine Disposal Collaborative partners regarding two key policy options – sharps as covered products and collection site minimum standards.
 - B) Provide direction to Department of Health Services and Sonoma County Water Agency staff on returning with a full ordinance as well as on the two key policy options – sharps as covered products and collection site minimum standards.

HUMAN SERVICES
AND
SONOMA COUNTY WATER AGENCY
(Directors: Gorin, Rabbitt, Zane, Gore, Hopkins)

41. Youth Education and Employment Contract Amendment:
- Authorize the Director of the Human Services Department to execute the first amendment to increase the Youth Education & Employment Services contract with the Conservation Corps North Bay by \$479,880 for a new contract amount not to exceed \$633,036, in order to implement the pilot Sonoma County Youth Ecology Corps Career Pathway Program. The term of the agreement will remain from July 1, 2017 to June 30, 2018.

BOARD OF SUPERVISORS/COUNTY ADMINISTRATOR

42. Appointments to the Independent Citizens Pension Committee:
A) Appoint Jack Atkin, Rebecca Jones, Anthony Withington, and Lynn Woolsey to serve an initial 2-year term on the Independent Citizens Pension Committee.
B) Appoint Sandra Coyle, Martin Jones, and John Hadzess to serve an initial 3-year term on the Independent Citizens Pension Committee.

43. **PUBLIC COMMENT ON CLOSED SESSION ITEMS**

IV. CLOSED SESSION CALENDAR

44. The Board of Supervisors of the County of Sonoma will consider the following in closed session: Conference with Legal Counsel – Anticipated Litigation. Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2). 1 Case.

V. REGULAR AFTERNOON CALENDAR

45. **RECONVENE FROM CLOSED SESSION**
46. **REPORT ON THE AUGUST 29, 2017 SPECIAL CLOSED SESSION**
47. **REPORT ON CLOSED SESSION**

VI. BOARD MEMBER REPORTS ON ASSIGNED BOARDS, COUNCILS, COMMISSIONS OR OTHER ATTENDED MEETINGS

VII. 1:30 P.M. - PRESENTATIONS/GOLD RESOLUTIONS

48. **PUBLIC COMMENT ON MATTERS NOT LISTED ON THE AGENDA BUT WITHIN THE SUBJECT MATTER JURISDICTION OF THE BOARD AND ON BOARD MEMBER REPORTS**

(Any member of the public may address the Board on a matter not listed on the agenda as long as the subject matter is within the jurisdiction of the Board. Commenters are requested to fill out a Speaker Card and to come forward to the podium when recognized by the Board Chair. Please state your name and limit your comments to matters within the Board's jurisdiction. Available time for comments is determined by the Board Chair based on agenda scheduling demands and total number of speakers. When this item is scheduled, the Board generally will hear public comments for up to twenty minutes. Available time for comments is determined by the Board Chair based on agenda scheduling demands and total number of speakers. Any additional non-agendized item speakers will be heard following consideration of the agendized matters. While members of the public are welcome to address the Board, under the Brown Act open meeting laws, Board members may not deliberate or take action on items not on the agenda.)

TRANSPORTATION AND PUBLIC WORKS

2:20 P.M. -

49. **Salmon Creek Water System Financing:**
Conduct a public hearing on the annual written report for County Service Area No. 41 Salmon Creek Water System and adopt the resolution ordering the annual water charge for the debt service and the \$30 annual charge for water availability to be collected on the County of Sonoma tax roll for the total amount of \$45,084 for Fiscal Year 2017-2018. (Fifth District) (4/5th Vote Required)
50. **Freestone Water System Financing:**
Conduct a public hearing on the annual written report for County Service Area No. 41 Freestone Water System and adopt the resolution ordering the annual water charge to be collected on the County of Sonoma tax roll for the total amount of \$14,142.60 for Fiscal Year 2017-2018. (Fifth District) (4/5th Vote Required)
51. **Jenner Water System Financing:**
Conduct a public hearing on the annual written report for County Service Area No. 41 Jenner Water System and adopt the resolution ordering the annual water charge to be collected on the County of Sonoma tax roll for the total amount of \$65,458 for Fiscal Year 2017-2018. (Fifth District) (4/5th Vote Required)
52. **Fitch Mountain Water System Financing:**
Conduct a public hearing and adopt a resolution ordering the annual water charge to be collected on the County of Sonoma tax roll for the total amount of \$118,412 for Fiscal Year 2017-2018; and direct staff to develop a policy setting a 50,000-gallon annual water usage threshold for evaluating the monthly meter charge for residential customers with 1-inch meters. (Fourth District) (4/5th Vote Required)

PERMIT AND RESOURCE MANAGEMENT DEPARTMENT

53. **Rezoning to remove Z (Accessory Dwelling Unit Exclusion) Combining District to allow for potential future applications for Accessory Dwelling Units:**
Conduct a public hearing and adopt an ordinance rezoning 8 parcels totaling 39.41 acres to remove the Z (Accessory Dwelling Unit Exclusion) Combining District. (Fifth District)
54. **2:30 P.M. -** Agricultural Preserve expansion and a new Land Conservation Act Contract; Jeffrey Corpuel; AGP16-0014.
Conduct a public hearing and adopt a Resolution to expand an existing Agricultural Preserve (2-375) by adding 12.38 acres and approve a new Prime Land Conservation (Williamson) Act Contract and Land Conservation Plan on the same 12.38 acre parcel located at 3085 Bloomfield Road, Sebastopol; APN 025-050-066. (Second District)

55. 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>)

56. **ADJOURNMENT**

NOTE: The next Board Meeting will be a Special Closed Session Meeting held on September 15, 2017 at 11:00 a.m.

The next Regular Board Meeting will be held on September 19, 2017 at 8:30 a.m.

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

September 19, 2017- PRMD - 2:20 P.M. - Agricultural Preserve expansion and a new Land Conservation (Williamson) Act Contract

October 3, 2017 – PRMD – 2:20 P.M. - Lot Line Adjustment of contracted land at 26380 and 27000 Ramel Road, Sonoma, by Jackson Family Wines, Inc; PRMD File No. LLA16-0025



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 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

Board Agenda Date: September 12, 2017

Vote Requirement: Majority

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

Staff Name and Phone Number:

Victoria Willard, Equal Employment Opportunity
Officer (707) 565-2955

Supervisory District(s):

All

Title: Workplace Investigation Service Agreements

Recommended Actions:

Authorize County Counsel and the Director of Human Resources to execute agreements with nine firms specializing in workplace investigations for contract periods October 1, 2017 through September 30, 2020 for amounts not to exceed \$175,000 per contract year per agreement, with two, one year options to renew, for total contract periods not to exceed 5 years, with the following firms: Bertrand, Fox, Elliott, Osman, & Wenzel; Ellis, Buehler, Makus LLP; Hirschfeld Kramer LLP; Jackson Lewis; Law Offices of Amy Openheimer; Meyers Nave; Renne, Sloan, Holtzman, Sakai LLP; Van Dermyden Maddux Law Corp; Weintraub Tobin.

Executive Summary:

The Department of Fair Employment & Housing (State) and Equal Employment Opportunity Commission (Federal) require employers to conduct timely and thorough workplace investigations such as equal employment opportunity and discipline. The County Equal Employment Opportunity Unit of the Human Resources Department typically conducts investigations internally with qualified staff; however, there are often circumstances that warrant the use of an external investigator to complete investigations. The County has had master agreements with a pool of qualified investigation firms for many years however these agreements are due to expire on September 30, 2017. The requested Board action authorizes the County Counsel and the Director of Human Resources to execute new master agreements for workplace investigation services with nine individuals/firms, selected through a Request for Proposal (RFP) process conducted in July 2017.

Discussion:

Employers are responsible for promptly and appropriately investigating matters that come up in the workplace, and in order for employers to take any legally defensible, corrective action in response to workplace conduct, the investigation report plays a key role in supporting the action. The County has had a longstanding practice of having master agreements with external investigation firms to ensure the County quickly responds to workplace matters that may require an external investigator. For the most part, either departments investigate employee conduct concerns depending on the nature of the allegation, or the Equal Employment Opportunity (EEO) Unit of the Human Resources (HR) Department investigates matters that may be a violation of the County's disability and accommodation policy, or the County's equal employment and anti-discrimination policy. However, under certain circumstances, investigations should be conducted by outside counsel and/or individuals specializing in workplace investigations. Reasons may include: the complexity of the case, insufficient staff time to dedicate the time to complete a timely investigation due to work load constraints; the need to have privileged work; high risk of litigation; staff without sufficient experience or training in workplace investigations; the need to minimize potential conflicts or biased outcomes, etc. Outside investigators are expected to be credible, thorough, impartial, and act as neutral fact finders.

Human Resources initially conducted a Request for Proposal in 2008 and implemented master agreements with investigative firms in September 2008. Another Request for Proposal was conducted in 2013 and implemented master agreements in September 2013, and these agreements will expire on 9/30/2017.

To ensure the County continues to have sufficient resources to conduct timely and thorough investigations and to ensure the County receives services at the most competitive rates, Human Resources conducted a Request for Proposal in July 2017. The Request for Proposal was widely circulated, to over 200 employment investigative firms, many of whom are attorney firms, and was posted on the County's purchasing portal/website. Twenty proposals were received and a comprehensive evaluation was conducted involving representatives of Human Resources and County Counsel. The proposals were evaluated on the outside investigative firms expertise of performing investigations and related work that may cover a broad range of issues, including but not limited to equal employment opportunity (EEO), discipline, and liability.

As a result of the selection process, Human Resources recommends the County execute agreements, administered by the Human Resources Department via the use of blanket purchase orders (BPO's), with nine firms. The evaluation process identified these firms as being well-qualified and most appropriate to meet the needs of the County. The County has experience with numerous of these firms and are content with services rendered. The firms are as follows: Bertrand, Fox, Elliott, Osman, & Wenzel; Ellis, Buehler, Makus LLP; Hirschfeld Kramer LLP; Jackson Lewis; Law Offices of Amy Openheimer; Meyers Nave; Renne, Sloan, Holtzman, Sakai LLP (for services with the investigations division of the law office which is headed by Charles Sakai); Van Dermeyden Maddux Law Corp; Weintraub Tobin. The blanket purchase orders will require departments to contact Human Resources for advice regarding the use of employment investigative services and to receive authorization to utilize one of the selected firms.

These agreements are all fee for service contracts with no minimum amount of work guaranteed to the firm. Fees range from \$235 to \$450 per hour, depending upon level of expertise, experience and area of specialty. Implementation of these agreements will not change the County's approach of doing

investigation internally if appropriate and possible, and does not preclude HR or County departments from contracting with other employment investigative firms.

Prior Board Actions:

9/09/2008 – Approved initial master service agreements with (6) firms.
 9/27/2011 – Approved 2 year amendments to master services agreements with (6) firms.
 9/24/2013- Approved agreements with (14) selected investigative firms.
 8/09/2016-Approved amendments to increase contract maximum agreements with (14) selected investigative firms from \$100,000 maximum per contract year to \$175,000 maximum per contract year.

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

Investigating employee conduct concerns is important to having an engaged and productive workforce, who in turn provide services to the community. Ensuring the County is an equal opportunity employer and does not discriminate against individuals with disabilities results in a better overall community.

Fiscal Summary

Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			

Narrative Explanation of Fiscal Impacts:

There are no new fiscal impacts related to these agreements. Cost for services requested by the Human Resources Department Equal Employment Opportunity Unit are administered within the Liability Internal Services Fund (ISF), and Departments that request to utilize investigative contract services pay for services out of their respective budgets.

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

INVESTIGATIVE SERVICES AGREEMENT

This Agreement dated as of October 1, 2017 (“Effective Date”), is made by and between the County of Sonoma, acting through the office of Sonoma County Counsel (“the County”) and _____ (“Attorney”).

RECITALS

WHEREAS, Attorney has significant experience in conducting employment-related investigations and providing legal consulting services; and

WHEREAS, the County of Sonoma County Counsel and the County of Sonoma Director of Human Resources have determined that it is necessary and desirable to employ the services of Attorney to provide investigative services for county departments on an as-needed basis that consist of performing investigations and related work that may cover a broad range of employment issues, including, but not limited to: equal employment opportunity (EEO), discipline, liability, and related services; and

WHEREAS, this Agreement is intended to fulfill the requirements of Business and Professions Code Section 6148.

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

A G R E E M E N T

1. Scope of Services.

1.1 Attorney’s Specified Services.

Attorney shall provide to County of Sonoma County Counsel and the County of Sonoma Human Resources Department (“hereinafter collectively, “the County”) the investigative and legal services and legal advice described in Exhibit A, which is attached hereto and incorporated herein by this reference (hereinafter “Scope of Work”), within the times or by the dates provided for in Exhibit “A” and pursuant to Section 7, “Prosecution of Work.” Attorney shall use its employment law and investigation expertise to assist the County in determining the issues to be investigated and to conduct impartial fact-finding. The investigation, communications, services, reports and findings rendered by Attorney shall be furnished under the attorney-client privilege and work product doctrine. All such communications, documents, reports and the like shall be protected by the attorney-client privilege and work product doctrine until such time as the County decides to waive such privilege (if at all). 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. Attorney shall cooperate with the County and County staff in the performance of all work hereunder, and provide periodic updates, as may be appropriate.

1.3 Performance Standard. Attorney 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 Attorney's profession. County has relied upon the professional ability, employment law legal experience and training of Attorney as a material inducement to enter into this Agreement. Attorney hereby warrants that all services provided under this Agreement shall be performed in accordance with generally accepted and applicable professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, including but not limited to, all obligations under the Rules of Professional Conduct, it being understood that acceptance of the work performed by Attorney by County shall not operate as a waiver or release.

If County determines that any of Attorney'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 Attorney to meet with County to review the quality of the work and resolve matters of concern; (b) require Attorney to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.4 Assigned Personnel.

- a. Attorney 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 Attorney to perform work hereunder, Attorney 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 "key personnel" are persons 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. Attorney 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 Attorney's key personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Attorney's control, Attorney shall be responsible for notice to County of the same and for the timely provision of adequately qualified replacements approved by the County.

2. Billing and Payment.

Upon being assigned a matter, Attorney shall provide the County with an estimate for the fees that will be incurred for the matter. For all services and incidental costs required hereunder, Attorney shall be paid on a time and material/expense basis in accordance with the Fee Schedule set forth in Exhibit B, provided, however, that the total payments hereunder shall not exceed the initial fee estimate provided by Attorney to the County, and further shall not exceed \$175,000 in contract year 10/1/2017 to 9/30/2018; \$175,000 in contract year 10/1/2018 to 9/30/2019; and \$175,000 in contract year 10/1/2019 to 9/30/2020, without the prior written approval of the County. The rates set forth in Exhibit B shall not be adjusted without a formal amendment to this Agreement.

Attorney shall submit its bill(s) for payment in arrears on a monthly basis on a form approved by the County. The bill(s) shall identify the services completed and the amount charged and shall include the following information:

- a. The date and time spent performing services and the hourly rate or rates of the person(s) performing the tasks. Minimum billing times shall not exceed one-tenth of an hour.
- b. Summary description of the services performed regarding the designated matter, with a separate time allocation for each function (e.g., telephone calls, interviews, report drafting).
- c. Separate itemization of and copies of receipts for reimbursable materials/expenses, if any.
- d. Total fees and costs of the matter to date.
- e. For any extraordinary expenses, the invoice must include the date and who gave prior approval for incurring such expense.
- f. All invoices submitted must include the following statement signed by the firm's supervising attorney:

“I have personally examined this billing statement. All entries are in accordance with the Investigative Services Agreement, are correct and reasonable for the services performed and the costs incurred, and no item on this statement has been previously billed to the County.”

Non-Reimbursable Services. Expenses not expressly authorized by this Agreement shall not be reimbursed. More specifically, Attorney shall not be reimbursed for any of the following expenses:

- a. Travel expenses, except to the extent approved in accordance with Section 7 below.
- b. Unnecessary messenger or express mail charges.
- c. Normal overhead functions such as word processing or typing time, scheduling, ordering records, calendaring functions, filing, indexing, proofreading or copying time, or any other procedures that are of an administrative or secretarial nature.
- d. Meals, overtime, office supplies, or attorney time for preparation of bills or audit responses.
- e. Expenses for experts or Attorneys that have been retained without the prior written approval of County Counsel.
- f. Photocopying charges in excess of 10 cents per page and/or that are in excess of \$25.00 in any billing cycle, without prior written approval of the County.
- g. Office supplies, local telephone charges, per-page fax charges, conference call line charges, routine mail, etc.

- h. Intra-office conferencing time of more than one attorney for routine matters.
- i. Replacement attorney learning time or other ramp-up learning costs.
- j. Travel time.
- k. Charges/fees for use of computer research programs (e.g. Lexis Nexis, WestLaw, etc.).

All direction and control of Attorney's work will be by the Sonoma County Counsel's Office, in conjunction with the County of Human Resources Department. Attorney shall seek pre-approval from the County for all extraordinary expenses before the same are incurred by Attorney. By way of example, extraordinary expenses shall include such expenses as undertaking significant legal research or out-of-town travel, etc.

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

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

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

3. Term of Agreement. The term of this Agreement shall be from October 1, 2017 to September 30, 2020 unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

4.1 Termination. Notwithstanding any other provision of this Agreement, this Agreement may be terminated by the County at any time, with or without cause, for any reason, at the sole discretion of the County, by giving five (5) days' written notice to Attorney of the intent to terminate. County may furthermore immediately terminate this Agreement should Attorney fail to perform any of its obligations hereunder or otherwise violate any terms of this Agreement, by giving Attorney written notice of such termination and the reasons therefore. Withdrawal by Attorney may be permitted under the Rules of Professional Conduct.

4.2 Delivery of Work Product. In the event of termination, within fourteen (14) days following the date of termination, Attorney shall deliver to County all files, written materials, transcripts, notes, reports, and other data or documents, in whatever form or format, assembled or prepared by Attorney or Attorney's agents in connection with this Agreement.

4.3 Payment Upon Termination. Upon termination of this Agreement by County, Attorney shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of the notice of termination. Attorney shall be entitled to receive payment for all services satisfactorily rendered and reimbursable expenses properly incurred prior to the notice of intent to terminate, provided, however, that if County terminates the Agreement for cause pursuant to Section 4.1, County shall deduct from such amount the amount of damage, if any, sustained by the County of Sonoma by virtue of the breach of the Agreement by Attorney.

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

5. Indemnification. Attorney agrees to accept all responsibility for loss or damage to any person or entity or to property, including the County of Sonoma, and to indemnify, hold harmless, and release the County of Sonoma and its departments, special districts, and agencies, and their officers, agents, and employees, from and against any and all actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Attorney, that arise out of, pertain to, or relate to Attorney's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Attorney agrees to provide a complete defense for any claim or action brought against the County of Sonoma based upon a claim relating to such Attorney's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Attorney's obligations under this Section apply whether or not there is concurrent or contributory negligence on the 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 Attorney's expense, subject to Attorney's reasonable 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 Attorney 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, Attorney shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit C, which is attached hereto and incorporated herein by this reference.

7. Prosecution of Work. The execution of this Agreement shall constitute Attorney'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 Attorney's performance of this Agreement shall be extended by a number of days equal to the number of days Attorney 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 Human Resources Director or by County Counsel. The Board of Supervisors/Purchasing Agent must authorize all other extra or changed work. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Attorney 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 Attorney shall be entitled to no compensation whatsoever for the performance of such work. Attorney further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

9. Representations of Attorney.

9.1 Standard of Care. County has relied upon the professional ability, experience and training of Attorney as a material inducement to enter into this Agreement. Attorney 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 all applicable federal, state and local laws, it being understood that acceptance of Attorney's work by County shall not operate as a waiver or release.

9.2 Status of Attorney. The parties intend that this Agreement creates an attorney-client relationship between the County and Attorney. Attorney, 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. Attorney is not to be considered an agent or employee of the County of Sonoma and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits the County of Sonoma provides its employees. In the event the County exercises its right to terminate this Agreement pursuant to Article 4, above, Attorney 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. Attorney warrants that it, and none of the key personnel performing services under this Agreement, are not presently disbarred, suspended, proposed for disbarment, declared ineligible for, or voluntarily excluded from participation in covered transactions by any state, federal or local department or agency. Attorney also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. Should Attorney or any key personnel become disbarred, Attorney has the obligation to immediately inform the County of the same.

9.4 Taxes. Attorney 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. Attorney agrees to indemnify, defend and hold the County of Sonoma harmless from and against any and all liability which it may incur to the United States or to the State of California as a consequence of Attorney's failure to pay, when due, all such taxes and obligations. In the

event the County of Sonoma is audited for compliance regarding any withholding or other applicable taxes, Attorney agrees to furnish the County with proof of payment of taxes on these earnings.

9.5 Records Maintenance. Attorney 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 or audit at any reasonable time. Attorney shall maintain such records for a period of four (4) years following completion of work hereunder.

9.6 Conflict of Interest. Attorney covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state or federal law or that would otherwise conflict in any manner or degree with the performance of the services hereunder. Attorney further covenants that in the performance of this Agreement, no person having any such interests shall be employed. Where the County deems that there is an actual or potential conflict of interest in Attorney representing another party in a matter, the County must waive any such actual or potential conflict before Attorney represents such other party. In addition, if requested to do so by County, Attorney 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 Attorney's or such other person's financial interests.

9.7 Statutory Compliance/Living Wage Ordinance. Attorney agrees to comply, and to ensure compliance by its subconsultants and subcontractors, if any, with all applicable federal, state and local laws, regulations, statutes and policies, including, but not limited to, the County of Sonoma Living Wage Ordinance, 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. Without limiting the generality of the foregoing, Attorney expressly acknowledges and agrees that this 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 Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

9.8 Nondiscrimination. Without limiting any other provision hereunder, Attorney shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry (including language use), national origin, citizenship, possession of a driver's license issued under Section 12801.9 of the Vehicle Code, religious creed, religious belief or grooming (including dress or grooming practices), sex (which is defined to include gender (including sex stereotyping), and also including a person's gender identity (i.e. a person's identification as male, female, a gender different from the person's sex at birth, or transgender); gender expression (i.e. a person's gender-related appearance or behavior, whether or not stereo-typically associated with the person's sex at birth); transgender (i.e. a person whose gender identity differs from the person's sex at birth); pregnancy or medical conditions related to pregnancy; childbirth or medical conditions related to childbirth; breastfeeding or medical conditions related to breastfeeding; and sexual orientation), marital or domestic partner status, age, medical condition (including, but not limited to cancer, AIDS and HIV), physical or mental disability (the term disabled or disability shall be construed to apply to those individuals covered by Title 2 California Administrative Code, Section 7293.6 (c) et seq. and 42 U.S. Code Section 12102 and the

regulations promulgated pursuant to that section), genetic information or characteristics, status as a victim of domestic violence, sexual assault or stalking, military or veteran status, or any other legally protected category, including, without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.9 AIDS Discrimination. Attorney 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. Attorney assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Attorney in connection with this Agreement. Attorney 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. Attorney'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. Attorney shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

9.11 Ownership and Disclosure of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Attorney or Attorney's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of County. County shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Attorney 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. Attorney 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 Attorney.

10. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any

improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County's right to terminate this Agreement pursuant to Article 4.

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

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

TO: COUNTY: Victoria Willard, EEO Manager
Human Resources Department
County of Sonoma
575 Administration Drive, Suite 116B
Santa Rosa, CA 95403

Copy to: County Counsel
575 Administration Drive, Room 105A
Santa Rosa, CA 95403

TO: ATTORNEY:

[Attorney name, address and email
Facsimile Number may be included]

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

13. Miscellaneous Provisions.

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

13.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Attorney 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. Attorney 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. Each Party acknowledges that, in entering into this Agreement, it has not relied on any representation or understanding, whether oral or in writing, other than those which are expressly set forth in this Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

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

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

The remainder of this page has been intentionally left blank.

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

ATTORNEY: _____

By: _____

Name: _____

Title: _____

Date: _____

COUNTY: COUNTY OF SONOMA

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

By: _____

Christina Cramer
Director of Human Resources

Date: _____

COUNTY OF SONOMA:

By: _____

Bruce Goldstein
County Counsel

Date: _____

By: _____

Christina Cramer
Human Resources Director

Date: _____

Scope of Services

Services referenced in this scope of work will be available to County from Name of Firm, (hereinafter “Contractor”)

Contractor agrees, upon request from County (on an “as needed” basis), to provide Employment Related Investigations and Consulting Services, 2017 Sonoma County Request for Proposal (RFP) for Employment Related Investigations and Consulting Services.

The following documents are incorporated into this agreement and form part of this Exhibit A:

- County of Sonoma – 2017 RFP for Employment Related Investigations and Consulting Services.
- Name of Firm response to 2017 RFP for Employment Related Investigations and Consulting Services.

Contractor will perform these services as requested from time to time by the County as the County in its sole discretion deems appropriate. All work will be issued incrementally with documented scope and prior written approval of County. County does not guarantee any minimum or maximum amount of work under this agreement.

Prior to any services being performed, Contractor will provide County with, and get authorization for, a task order that itemizes:

- a) The specific services to be provided.
- b) The times and dates said services are to be provided.
- c) The estimated costs of said services based on the cost schedule set forth in Exhibit B.

1) Detailed Scope of Services

Contractor must follow the procedure outlined in the document titled “*Sonoma County - Investigator Service Provider Instruction Sheet*” before providing services under this agreement.

All work to be provided under this scope of services must be provided in a confidential manner. The contractor may only communicate with designated representatives within the County regarding the nature and scope of the investigation; information and evidence collected; investigative findings; and investigative work products.

A) Conduct Investigation

Without limitation, contractor shall:

- 1) Meet with the appropriate County Counsel and County Human Resources staff and discuss the allegations to be investigated;
- 2) Provide an investigative plan detailing the issues to be investigated, witnesses to be interviewed, evidence to be collected and reviewed, and an estimated timeline for the investigation;

- 3) Determine most appropriate method(s) to be used for each investigation in conjunction with Human Resources or the Department Representative;
- 4) Provide updates on the progress of the investigation, including any anticipated changes to the established timeline on a weekly basis or as requested by the County.

B) Report Findings

Without limitation, contractor shall:

After completion of the investigation, submit a final written report, protected by the attorney-client privilege, that documents the entire investigative process and includes the following:

- 1) A summary of the allegation(s) and/or employee conduct being investigated;
- 2) The methodology utilized in conducting and the actions taken in furtherance of the investigation;
- 3) List and discuss individuals interviewed and provide your opinion as to their credibility;
- 4) Compile and analyze investigatory facts and evaluate their significance in light of the County's policies and the department's standard operating procedures (SOPs);
- 5) Thoroughly and completely discuss your findings;
- 6) Provide supporting documentation such as transcriptions of recorded interviews, surveillance recordings, and any other substantiating evidentiary material that supports your conclusions.

C) Other Requirements

Without limitation, contractor shall:

- 1) Comply with all federal, state, and local laws, statutes, ordinances, rules and regulations in conducting all investigations;
- 2) Travel to locations throughout Sonoma County to conduct investigations;
- 3) Participate in administrative hearings, trials or other official proceedings that result from the investigation(s);

4) Once the investigation is closed, contractor will maintain all records associated with investigation for 5 years. After 5 years, contractor will contact the County for permission to destroy the file or, in the alternative, forward all records to the County.

Exhibit A
Employment Related Investigations and Consulting Services
Insert Attorney Firm
Scope of Services

Services referenced in this scope of work will be available to County from Name of Firm, (hereinafter “Contractor”)

Contractor agrees, upon request from County (on an “as needed” basis), to provide Employment Related Investigations and Consulting Services, 2017 Sonoma County Request for Proposal (RFP) for Employment Related Investigations and Consulting Services.

The following documents are incorporated into this agreement and form part of this Exhibit A:

- County of Sonoma – 2017 RFP for Employment Related Investigations and Consulting Services.
- Name of Firm response to 2017 RFP for Employment Related Investigations and Consulting Services.

Contractor will perform these services as requested from time to time by the County as the County in its sole discretion deems appropriate. All work will be issued incrementally with documented scope and prior written approval of County. County does not guarantee any minimum or maximum amount of work under this agreement.

Prior to any services being performed, Contractor will provide County with, and get authorization for, a task order that itemizes:

- a) The specific services to be provided.
- b) The times and dates said services are to be provided.
- c) The estimated costs of said services based on the cost schedule set forth in Exhibit B.

1) Detailed Scope of Services

Contractor must follow the procedure outlined in the document titled “*Sonoma County - Investigator Service Provider Instruction Sheet*” before providing services under this agreement.

All work to be provided under this scope of services must be provided in a confidential manner. The contractor may only communicate with designated representatives within the County regarding the nature and scope of the investigation; information and evidence collected; investigative findings; and investigative work products.

A) Conduct Investigation

Without limitation, contractor shall:

- 1) Meet with the appropriate County Counsel and County Human Resources staff and discuss the allegations to be investigated;
- 2) Provide an investigative plan detailing the issues to be investigated, witnesses to be interviewed, evidence to be collected and reviewed, and an estimated timeline for the investigation;
- 3) Determine most appropriate method(s) to be used for each investigation in conjunction with Human Resources or the Department Representative;
- 4) Provide updates on the progress of the investigation, including any anticipated changes to the established timeline on a weekly basis or as requested by the County.

B) Report Findings

Without limitation, contractor shall:

After completion of the investigation, submit a final written report, protected by the attorney-client privilege, that documents the entire investigative process and includes the following:

- 1) A summary of the allegation(s) and/or employee conduct being investigated;
- 2) The methodology utilized in conducting and the actions taken in furtherance of the investigation;
- 3) List and discuss individuals interviewed and provide your opinion as to their credibility;
- 4) Compile and analyze investigatory facts and evaluate their significance in light of the County's policies and the department's standard operating procedures (SOPs);
- 5) Thoroughly and completely discuss your findings;
- 6) Provide supporting documentation such as transcriptions of recorded interviews, surveillance recordings, and any other substantiating evidentiary material that supports your conclusions.

C) Other Requirements

Without limitation, contractor shall:

- 1) Comply with all federal, state, and local laws, statutes, ordinances, rules and regulations in conducting all investigations;
- 2) Travel to locations throughout Sonoma County to conduct investigations;
- 3) Participate in administrative hearings, trials or other official proceedings that result from the investigation(s);
- 4) Once the investigation is closed, contractor will maintain all records associated with investigation for 5 years. After 5 years, contractor will contact the County for permission to destroy the file or, in the alternative, forward all records to the County.



County of Sonoma Agenda Item Summary Report

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

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

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

Board Agenda Date: September 12, 2017

Vote Requirement: Majority

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

Staff Name and Phone Number:

Sara Press, 565-7368

Supervisory District(s):

2nd

Title: Sustainable Agricultural Lands Conservation Program Grant Application

Recommended Actions:

Approve resolution of the Directors of the Sonoma County Agricultural Preservation and Open Space District: (i) ratifying the submission of an application to the State of California Department of Conservation for a \$1,000,000 grant under the Sustainable Agricultural Lands Conservation Program towards acquisition of a conservation easement over the Joseph Camozzi Dairy; (ii) certifying that there is no known conflict of interest, or the appearance of a conflict of interest, for the board or any of its members with respect to the proposed funding from the Department of Conservation's Sustainable Agricultural Lands Conservation Program for Joseph Camozzi Dairy; and (iii) authorizing the General Manager to sign and execute a Sustainable Agricultural Lands Conservation Program Grant Agreement for funds toward purchase of a conservation easement over the Joseph Camozzi Dairy.

Executive Summary:

The deadline for submitting grant applications for the Sustainable Agricultural Lands Conservation Program for the upcoming fiscal year was August 1, 2017. Staff submitted an application to the State on July 27, 2017 for a \$1,000,000 grant under the Program to assist with the acquisition of the Joseph Camozzi Dairy conservation easement. Because of the timing of the grant application period, District staff submitted the application prior to bringing the item to the Board. The match requirement is 50 percent, which the District would fund. As part of the application, the State requires certification that there is no known conflict of interest, or appearance of a conflict of interest, for the board or any of its members as related to the proposed acquisition of an agricultural conservation easement on the Joseph Camozzi Dairy, with proposed funding from the Sustainable Agricultural Lands Conservation Program. In addition, the Sustainable Agricultural Lands Conservation Program grant cycle may require the grant agreement be executed prior to conclusion of negotiations with the property owners on the easement. Under the terms of the grant agreement, the District will have time in which to expend the funds. In the event that the District and the property owners are unable to reach agreement, the funds will revert back into the Sustainable Agricultural Lands Conservation Program.

Discussion:

The Sustainable Agricultural Lands Conservation Program (SALCP or Program) is a State grant program of the Strategic Growth Council's Affordable Housing and Sustainability Program (AHSC), which supports the State's greenhouse gas (GHG) emission goals by making strategic investments to protect agricultural lands. The State Budget Act of 2014 appropriates \$130 million from the Greenhouse Gas Reduction Fund (GGRF) to develop and implement AHSC. Accompanying legislation (SB 862) apportions 20 percent of GGRF annual proceeds to the AHSC beginning in FY 2015-16. The AHSC, administered by the Strategic Growth Council, aims "to reduce greenhouse gas emissions through projects that implement land use, housing, transportation, and agricultural land preservation practices to support infill and compact development." Protecting critical agricultural lands from conversion to urban or rural residential development promotes smart growth within existing jurisdictions, ensures open space remains available, and supports a healthy agricultural economy and resulting food security.

The Program is administered by the State Department of Conservation and provides funding to leverage the protection of strategically-located, highly-productive, and critically-threatened agricultural land via permanent agricultural conservation easements in order to avoid increases in greenhouse gas emissions associated with conversion of agricultural lands, consistent with AB 32: the California Global Warming Solutions Act of 2006.

The 403-acre Joseph Camozzi Dairy property is located south of the city of Cotati on Mecham Road, within the District's Coastal Agriculture priority conservation area. The property supports a certified-organic working dairy run by the Camozzi family. The proposed conservation easement project on the Joseph Camozzi Dairy will protect agricultural land and thus contribute to carbon sequestration in the grassland soils and oak woodlands on the property. In addition, the conservation easement will restrict conversion of the land to urban or suburban uses, uses that would increase greenhouse gas emissions.

At this time, we also request authority for the General Manager to sign and execute the grant agreement if one is awarded and other documents related to receiving the grant. The Board will have the opportunity to consider the conservation easement project as a whole once we have completed the negotiation and appraisal process.

In order to complete the application for a SALCP grant, staff recommends that the Board adopt the attached resolution to:

- (1) Ratify the submission of the application to the State of California Department of Conservation for a grant under the Sustainable Agricultural Lands Conservation Program.
- (2) Certify that there is no known conflict of interest, or the appearance of a conflict of interest, for the board or any of its members with respect to the proposed funding from the Department of Conservation's Sustainable Agricultural Lands Conservation Program for the Joseph Camozzi Dairy.
- (3) Authorize the General Manager to sign a Sustainable Agricultural Lands Conservation Program Grant Agreement for funds toward purchase of a conservation easement over the Joseph Camozzi Dairy.

Prior Board Actions:			
Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship			
The proposed project protects, restores and maintains public lands and open space systems that promote recreation, health, agricultural viability and protects watersheds, promotes biodiversity and contributes to the area's economic vitality.			
Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
The Joseph Camozzi Dairy conservation easement acquisition will be budgeted in the fiscal year in which the acquisition will be made. Consideration of the conservation easement project will be brought to the Board in the future. Funding from this grant will be received as part of the acquisition.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			

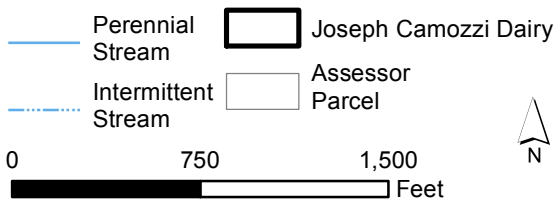
Attachments:
<ol style="list-style-type: none">1. Site Map2. Resolution3. Letter of No Conflict of Interest
Related Items “On File” with the Clerk of the Board:
<ol style="list-style-type: none">1. Sample SALCP Grant Agreement 20152. Model SALCP Easement Template 2014-153. Grant Agreement Insurance Requirements 2014



Joseph Camozzi Dairy Map



SONOMA COUNTY
AGRICULTURAL PRESERVATION
AND OPEN SPACE DISTRICT



Map Date: 4/28/2017
Sources: SCWA (streams); County GIS (parcels, roads); WSI/UMD/NASA (2013 imagery)
This map is for illustrative purposes; it is not intended to be a definitive property description.

Date: September 12, 2017

Item Number: _____
Resolution Number: _____

☐ 4/5 Vote Required

Resolution Of The Board Of Directors Of The Sonoma County Agricultural Preservation and Open Space District, Sonoma County, State Of California, (1) Ratifying The Submission of An Application to the California Department of Conservation For A \$1,000,000 Grant Under The Sustainable Agricultural Lands Conservation Program (SALCP) Towards Acquisition Of A Conservation Easement Over The Joseph Camozzi Dairy; (2) Certifying That There Is No Known Conflict of interest, Or The Appearance Of A Conflict of Interest, For The Board Or Any Of Its Members With Respect To The Proposed Funding From The Department of Conservation's SALCP For The Joseph Camozzi Dairy; and (3) Authorizing The General Manager To Sign And Execute A SALCP Grant Agreement For Funds Toward Purchase Of A Conservation Easement Over The Joseph Camozzi Dairy.

Whereas, the California Legislature has established the Sustainable Agricultural Lands Conservation Program which is administered by the Department of Conservation, and through a grant program is providing assistance to conserve important agricultural land resources that are subject to conversion pressures; and

Whereas, the District intends to negotiate an agricultural conservation easement over the approximate 403-acre Joseph Camozzi Dairy located southwest of the city of Cotati at 388 Meham Road, Petaluma, CA for the purpose of conserving priority agricultural land resources; and

Whereas, the property is located within a District-identified Coastal Agriculture priority conservation area; and

Whereas, District staff has submitted an application to the Department of Conservation for a grant under the Sustainable Agricultural Lands Conservation Program to assist with the preservation of Joseph Camozzi Dairy agricultural land resources; and

Whereas, the Board of Directors desires to ratify the submission of said application to the Department of Conservation and make certain finding required by the State in connection with applications for grants under the Sustainable Agricultural Lands Conservation Program.

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

1. *Truth of Recitals.* That the foregoing recitations are true and correct.
2. *Ratification of Grant Application.* That the Grant Application submitted to the Department of Conservation by District Staff on July 27, 2017, seeking a grant under the Sustainable Agricultural Lands Conservation Program, is hereby ratified and authorized by the Board.
3. *No Conflict of Interest.* That no known conflict of interest, or the appearance of a conflict of interest, exists for the Board or any of its members as related to the proposed acquisition of an agricultural conservation easement on the Joseph Camozzi Dairy, with proposed funding from the Sustainable Agricultural Lands Conservation Program.
4. *Potential Future Conflict of Interest.* That at any time in the future once the conservation easement is in place, should a Board member have a conflict of interest related to the Joseph Camozzi Dairy, such Board member shall recuse him or herself from all discussions and voting related to monitoring and enforcement of the conservation easement.
5. *Authority to Enter into Agreements, Accept Grant, Sign Invoices.* That the General Manager is authorized and directed to conduct all negotiations, and to execute and submit a grant agreement with the California Department of Conservation's Sustainable Agricultural Lands Conservation Program to assist in the cost of acquiring an agricultural conservation easement over the Joseph Camozzi Dairy; to sign invoices requesting disbursement of the grant; and to execute other documents related to the grant.

Directors:

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

So Ordered.



September 12, 2017

Sustainable Agricultural Lands Conservation Program
Division of Land Resource Protection
California Department of Conservation
801 K Street, MS 18-01
Sacramento, CA 95814

To Whom It May Concern:

As certified by Resolution No. _____ of the Board of Directors of the Sonoma County Agricultural Preservation and Open Space District, no known conflict of interest, or the appearance of a conflict of interest, exists for the Board or any of its members as related to the proposed acquisition of an agricultural conservation easement on the Joseph Camozzi Dairy, with proposed funding from the Sustainable Agricultural Lands Conservation Program.

Furthermore, at any time in the future once the conservation easement is in place, should a Board member have a conflict of interest related to the Joseph Camozzi Dairy, such Board member shall recuse him or herself from all discussions and voting related to monitoring and enforcement of the conservation easement.

Shirlee Zane, President
Sonoma County Agricultural Preservation and Open Space District



County of Sonoma Agenda Item Summary Report

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

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

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

Board Agenda Date: September 12, 2017

Vote Requirement: Majority

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

Staff Name and Phone Number:

Permit Sonoma: Tennis Wick, Director
707-565-1925
District: William J. Keene, General Manager
707-565-7348

Supervisory District(s):

1st District

Title: Transfer of Westerbeke Open Space Easements

Recommended Actions:

Adopt resolutions of the Board of Supervisors of Sonoma County and the Board of Directors of the Sonoma County Agricultural Preservation and Open Space District taking the necessary following actions:

- A. Authorize the Chair of the Board of Supervisors to sign the quitclaim deeds assigning the Westerbeke Open Space Easements from the County to the District; and
- B. Authorize the President of the Board of Directors to sign the quitclaim deeds and Certificate of Acceptance accepting the assignment of the Westerbeke Open Space Easements from the County to the District.

Executive Summary:

The Director of Permit Sonoma and the General Manager of the Sonoma County Agricultural Preservation and Open Space District recommend that the Board of Supervisors authorize the Chair and that the Board of Directors authorize the President to execute deeds assigning the Westerbeke Open Space Easements to the Sonoma County Agricultural Preservation and Open Space District in order to

correct a transactional error which resulted in the County, rather than the District, holding title to the Westerbeke Open Space Easements.

In 2001, the County rescinded a Type II Williamson Act Contract and approved a use permit to legalize a non-conforming educational retreat and conference facility on the Westerbeke properties. As a condition of approval, the County required the conveyance of two Open Space Easements over the properties. The Easements were intended to transfer to the Sonoma County Agricultural Preservation and Open Space District at the time of the transaction. However, a transactional error occurred and the Easements were not transferred.

Discussion:

On January 23, 2001, the landowners of Westerbeke Ranch Conference Center and the adjacent Westerbeke Homestead conveyed two Open Space Easements to the County (collectively, “Easements”). Both Easements state that it was the intention of the Board to immediately assign the Easements to the Sonoma County Agricultural Preservation and Open Space District (“District”) and that the Easements include Certificates of Acceptance from the District. However, it has recently come to staff’s attention that the deeds were not properly assigned to the District. Therefore, the County still holds title to the Easements.

Since 2005, the District and landowner have been operating under the assumption that the District holds the title to the Easements. District staff has prepared baseline documentation and conducted numerous monitoring visits and Easement interpretations as part of its Stewardship obligations. Correcting the error in title will allow the District to properly continue its stewardship of the Easements.

In order to correct this transactional error, staff recommends the Board of Supervisors and the Board of Directors respectively authorize the County to transfer, and the District to accept, the Easements as originally intended by the Board. Staff further recommends that the Board of Directors authorize the President to execute the required notice of acceptance of the interest in real property by the District. By taking this action, the transaction can be completed as originally intended in 2001.

Prior Board Actions:

January 23, 2001: Board of Supervisors authorizes the execution of agreement rescinding a Type II Land Conservation Contract, and accepts two open space easements and authorizes the execution of the easements and assignment thereof to District. (Resolution #01-0055)

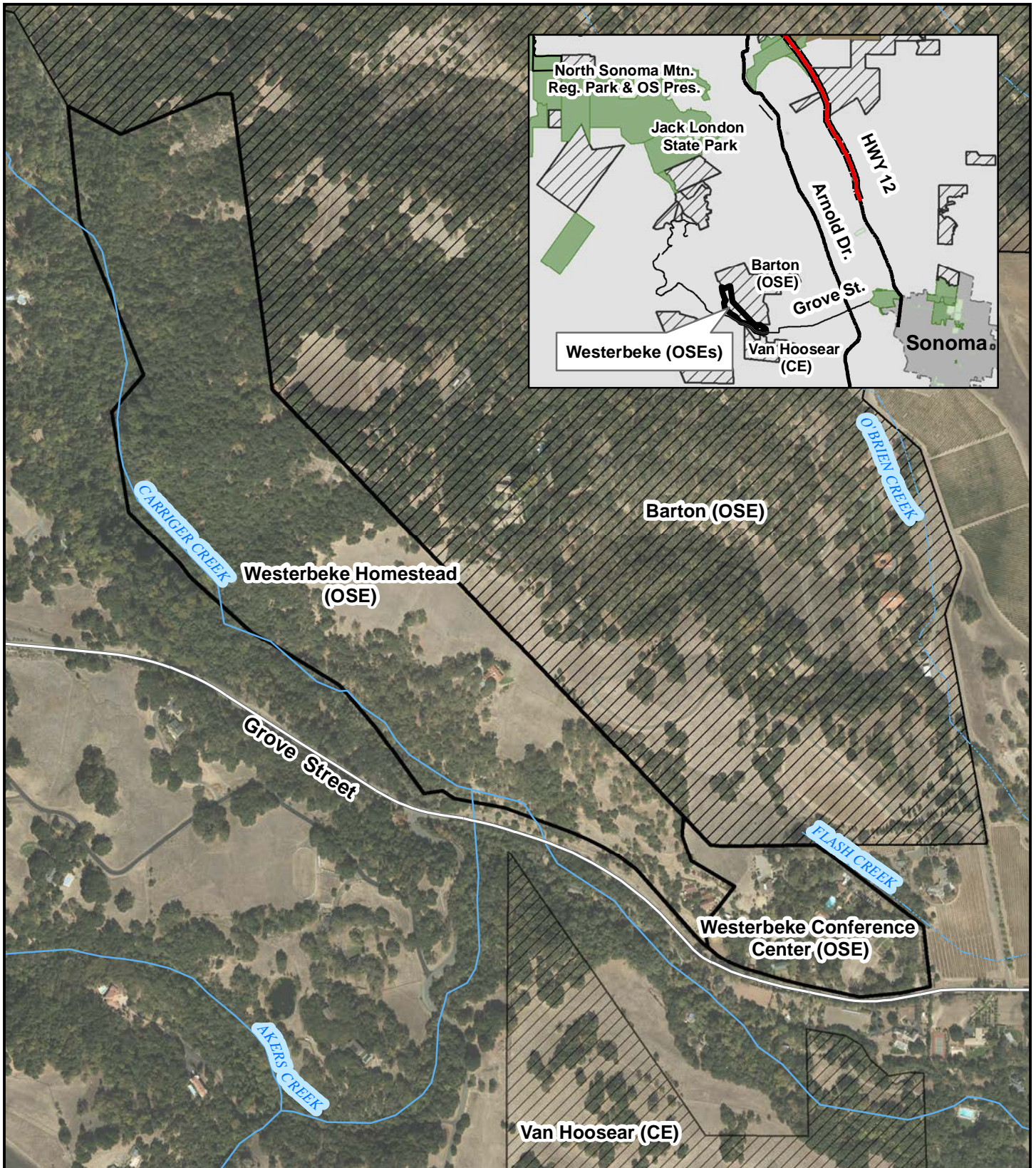
January 23, 2001: District Board of Directors authorizes the acceptance the two open space easements, and authorizes the President to execute an agreement accepting such interests. (Resolution #01-0056)

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Assigning these Easements to the District will allow the District to continue stewarding the properties in accordance with the terms of the Easements.

Fiscal Summary - FY 17-18			
Expenditures	FY17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
There are no financial impacts to the District or Permit Sonoma relating to the transfer of the open related space easements.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
None			
Attachments:			
1. Site Map 2. Resolution of the Board of Supervisors 3. Resolution of the Board of Directors 4. Quitclaim Deed – Conference Center 5. Quitclaim Deed – Homestead 6. Certificate of Acceptance			

Related Items “On File” with the Clerk of the Board:
<ol style="list-style-type: none">1. Westerbeke Ranch Conference Center Open Space Easement2. Westerbeke Homestead Open Space Easement3. Baseline Documentation



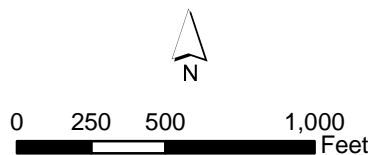
Westerbeke Open Space Easements



SONOMA COUNTY
AGRICULTURAL PRESERVATION
AND OPEN SPACE DISTRICT

Site Map

Map Date: 4/17/2017
Sources: NASA/UMD/WSI (October 2013 imagery);
Sonoma County GIS (roads); SCWA (streams).
This map is for illustrative purposes only and is not
intended to be a definitive property description.



- Road
- Perennial Stream
- Intermittent Stream
- Other District Holding
- Easement Boundary
- Other Protected Land



County of Sonoma

State of California

Date: September 12, 2017

Item Number: _____

Resolution Number: _____



4/5 Vote Required

Resolution Of The Board Of Supervisors Of County of Sonoma, Authorizing the Board Chair to Execute Quitclaim Deeds Regarding Westerbeke Open Space Easements.

Whereas, on January 23, 2001, by a resolution of the Board of Supervisors, the County of Sonoma authorized the acceptance of two open space easements over real property located at 2300 and 2500 Grove Street, Sonoma, CA, commonly known as APN 133-030-019, 133-030-020, 133-030-021 and 133-030-022 (the "Easements"), which were recorded as Documents 2005085918 and 2005085919 in the Official Records of Sonoma County, and authorized the subsequent transfer of the Easements to the Sonoma County Agricultural Preservation District (the "District"); and

Whereas, by concurrent action, the Board of Directors of the District agreed to accept the transfer of the County's interest in Easements; and

Whereas, the Easements expressly allow for the transfer of the County's interest in the Easements to the District; and

Whereas, due to an error, the transfer of interest of the Easements from the County to the District was not subsequently consummated;

Now, Therefore, Be It Resolved that this Board of Supervisors hereby finds and determines that the forgoing recitations are true and correct.

Resolution #

Date:

Page 2

Be It Further Resolved that, in order to complete the transfer intended by the January 23, 2001 action of the County and the District, the Chair of the Board of Supervisors is hereby authorized and instructed to execute the Quitclaim Deeds to complete the transfer from County to District as described above.

Directors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

Date: September 12, 2017

Item Number: _____
Resolution Number: _____

☐ 4/5 Vote Required

Resolution Of The Board Of Directors Of The Sonoma County Agricultural Preservation And Open Space District, State Of California Authorizing the Board President to Sign Quitclaim Deeds Regarding Westerbeke Open Space Easements and Certificate of Acceptance Regarding Same.

Whereas, on January 23, 2001, by a resolution of the Board of Supervisors, the County of Sonoma authorized the acceptance of two open space easements over real property located at 2300 and 2500 Grove Street, Sonoma, CA, commonly known as APN 133-030-019, 133-030-020, 133-030-021 and 133-030-022 (the "Easements"), which were recorded as Documents 2005085918 and 2005085919 in the Official Records of Sonoma County, and authorized the subsequent transfer of the Easements to the Sonoma County Agricultural Preservation District (the "District"); and

Whereas, by concurrent action, the Board of Directors of the District agreed to accept the transfer of the County's interest in Easements; and

Whereas, the Easements expressly allow for the transfer of the County's interest in the Easements to the District; and

Whereas, due to an error, the transfer of interest of the Easements from the County to the District was not subsequently consummated;

Now, Therefore, Be It Resolved that this Board of Directors hereby finds and determines that the foregoing recitations are true and correct.

Resolution #

Date:

Page 2

Be It Further Resolved that, in order to complete the transfer intended by the January 23, 2001 action of the County and the District, the President of the Board of Directors of the District is hereby authorized and instructed to execute the Quitclaim Deeds to complete the transfer from County to District as described above, and the certificate of acceptance required by Government Code section 27281.

Directors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

RECORDING REQUEST BY AND
RETURN TO:

Sonoma County Agricultural
Preservation and Open Space District
575 Administration Drive, Room 102A
Santa Rosa, CA 95403

QUITCLAIM DEED

RECITALS

Whereas, on January 23, 2001, by a resolution of the Board of Supervisors, the County of Sonoma authorized the acceptance of two open space easements over real property located at 2300 Grove Street, Sonoma, CA, commonly known as APN 133-030-019 and 133-030-020 (the "Easements"), which were recorded as Documents 2005085918 and 2005085919 in the Official Records of Sonoma County, and authorized the subsequent transfer of the Easements to the Sonoma County Agricultural Preservation District (the "District"); and

Whereas, by concurrent action, the Board of Directors of the District agreed to accept the transfer of the County's interest in Easements; and

Whereas, the Easements expressly allow for the transfer of the County's interest in the Easements to the District; and

Whereas, due to an error, the transfer of interest of the Easements from the County to the District was not subsequently consummated;

Now therefore, in order to complete the transfer intended by the January 23, 2001 action of the County and the District, and pursuant to the action of the Board of Supervisors on September 12, 2017, the County hereby executes this Quitclaim Deed in favor of the District as follows:

GRANT TO DISTRICT

The County hereby Grants, Releases, Transfers, and forever Quitclaims to District all right, title and interest held by County pursuant to the document entitled "Deed and Agreement by and between Donald G. and Patricia A. Westerbeke Trust, David Westerbeke, Susan Westerbeke, Wendell Ann Westerbeke, and Patricia Westerbeke and the County of Sonoma Conveying an Open Space Easement and Assigning Development Rights (Westerbeke Ranch)," recorded as Document 2005085919 in the Official Records of Sonoma County, and affecting the real property identified as Assessor's Parcel Number APN 133-030-019 and 133-030-020.

Executed this _____ day of _____, 2017, in Sonoma County, California.

COUNTY:

COUNTY OF SONOMA

By: Shirlee Zane,
Chair of the Board of Supervisors

DISTRICT:

SONOMA COUNTY AGRICULTURAL PRESERVATION
AND OPEN SPACE DISTRICT

By: Shirlee Zane,
President of the Board of Directors

RECORDING REQUEST BY AND
RETURN TO:

Sonoma County Agricultural
Preservation and Open Space District
575 Administration Drive, Room 102A
Santa Rosa, CA 95403

QUITCLAIM DEED

RECITALS

Whereas, on January 23, 2001, by a resolution of the Board of Supervisors, the County of Sonoma authorized the acceptance of two open space easements over real property located at 2500 Grove Street, Sonoma, CA, commonly known as APN 133-030-021 and 133-030-022 (the "Easements"), which were recorded as Documents 2005085918 and 2005085919 in the Official Records of Sonoma County, and authorized the subsequent transfer of the Easements to the Sonoma County Agricultural Preservation District (the "District"); and

Whereas, by concurrent action, the Board of Directors of the District agreed to accept the transfer of the County's interest in Easements; and

Whereas, the Easements expressly allow for the transfer of the County's interest in the Easements to the District; and

Whereas, due to an error, the transfer of interest of the Easements from the County to the District was not subsequently consummated;

Now therefore, in order to complete the transfer intended by the January 23, 2001 action of the County and the District, and pursuant to the action of the Board of Supervisors on September 12, 2017, the County hereby executes this Quitclaim Deed in favor of the District as follows:

GRANT TO DISTRICT

The County hereby Grants, Releases, Transfers, and forever Quitclaims to District all right, title and interest held by County pursuant to the document entitled "Deed and Agreement by and between Donald G. and Patricia A. Westerbeke Trust, David Westerbeke, Susan Westerbeke, Wendell Ann Westerbeke, and Patricia Westerbeke and the County of Sonoma Conveying an Open Space Easement and Assigning Development Rights (Westerbeke Homestead)," recorded as Document 2005085918 in the Official Records of Sonoma County, and affecting the real property identified as Assessor's Parcel Number APN 133-030-021 and 133-030-022.

Executed this _____ day of _____, 2017, in Sonoma County, California.

COUNTY:

COUNTY OF SONOMA

By: Shirlee Zane,
Chair of the Board of Supervisors

DISTRICT:

SONOMA COUNTY AGRICULTURAL PRESERVATION
AND OPEN SPACE DISTRICT

By: Shirlee Zane,
President of the Board of Directors

CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)
OF INTEREST IN REAL PROPERTY BY THE
BOARD OF DIRECTORS OF THE
SONOMA COUNTY AGRICULTURAL PRESERVATION
AND OPEN SPACE DISTRICT

This is to certify that the interest in real property conveyed by the Quitclaim Deeds dated September 12, 2017 from the County of Sonoma, a political subdivision of the State of California, to the Sonoma County Agricultural Preservation and Open Space District, a governmental agency formed pursuant to the provisions of Public Resources Code Section 5506.5, are hereby accepted by the President of the Board of Directors on behalf of the District pursuant to the authority conferred by Resolution No. _____ of the Board of Directors, dated _____ and the District consents to the recording thereof by its duly authorized officer.

Sonoma County Agricultural Preservation
and Open Space District

Dated: _____

By: _____
Shirlee Zane, President
Board of Directors

ATTEST:

Clerk of the Board of Directors



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 Commissioners and Board of Supervisors

Board Agenda Date: September 12, 2017

Vote Requirement: Majority

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

Staff Name and Phone Number:

John Haig, 565-7508

Supervisory District(s):

Title: Execution of Joint Powers Agreement for Federal Urban County Qualification

Recommended Actions:

Authorize the Executive Director of the Community Development Commission to execute an updated Joint Powers Agreement between the County of Sonoma and the Town of Windsor and cities of Cloverdale, Cotati, Healdsburg, Rohnert Park, Sebastopol, and Sonoma in order to continue to qualify as an entitlement jurisdiction as an Urban County for federal Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG), and HOME Investment Partnerships (HOME) funding.

Executive Summary:

This is a largely technical item required to continue to receive certain funds from the federal government. The County of Sonoma receives CDBG, ESG, and HOME funding from the US Department of Housing and Urban Development as an Urban County entitlement jurisdiction for the benefit of the County and the seven participating jurisdictions in the Joint Powers Agreement governing the Urban County partnership. None of the eight partnering jurisdictions is large enough to qualify on its own for a non-competitive formula allocation of funding from these federal sources, which is why this Agreement is desirable.

The current Joint Powers Agreement was determined by HUD to be insufficient and all parties must execute a current Joint Powers Agreement in order to maintain Urban County status and continue to receive funding. As the fiscal agent for the County with respect to Urban County programs, the Community Development Commission requests authorization for its Executive Director to execute this agreement on the County's behalf. The Commission is not recommending making any substantive or policy changes to the manner in which these funds are administered on behalf of the jurisdictions.

Discussion:

Background

The County of Sonoma receives funding from the US Department of Housing and Urban Development (HUD) as an Urban County entitlement jurisdiction for the Community Development Block Grant (CDBG), HOME Investment Partnership (HOME) and Emergency Solutions Grants (ESG) programs. The Urban County includes the County of Sonoma and seven municipalities (the Town of Windsor and the cities of Cloverdale, Cotati, Healdsburg, Rohnert Park, Sebastopol, and Sonoma), and these members of the Urban County must execute a cooperating agreement (the Joint Powers Agreement, or JPA) in order to maintain the Urban County's status. The current JPA was executed in 2005, and amended in 2014. None of the eight partnering jurisdictions is large enough to qualify on its own for a non-competitive formula allocation of funding from these federal sources.

The JPA referenced in this item is a Joint Powers Agreement, not a Joint Powers Authority, and serves to memorialize the terms under which the County and its Urban County partners administer particular streams of federal HUD funding. It should be noted that this Agreement will not impact other homeless policy, governance or decision-making matters currently under discussion with the County and its partner jurisdictions. If those ongoing homeless system redesign matters result in recommendations for change, such recommendations will be fully discussed and vetted in a future meeting of the Board of Supervisors, following engagement with key community stakeholders and partners.

Current Issue

Every three years, Urban County entitlement jurisdictions must re-qualify their status with HUD. The County, as the representative unit for the Urban County, acts as the lead jurisdiction for requalification. The Community Development Commission, in its capacity as the County's designated fiscal agent with respect to the Urban County's programs, timely submitted the required documents to HUD in order to process the Urban County's re-qualification. On July 25, 2017, HUD staff notified Commission staff that HUD's Office of General Counsel found the current agreement inadequate, and requested that the JPA be amended or replaced to explicitly include the ESG program and funding. The ESG program was not in place at the time the 2005 agreement was executed, so the current agreement did not reference ESG. The 2014 amendment did include ESG, but HUD requires the underlying agreement to also be amended or replaced.

Commission staff and County Counsel drafted a new agreement incorporating the changes requested by HUD, requested HUD's Office of General Counsel review, and asked all participating jurisdictions to review it. The final draft version of the new agreement incorporating all changes is attached hereto as Attachment 1 and in redline form as Attachment 2. This agreement is an administrative, technical update to the agreement already in place between all members of the Urban County.

Due to city and town council meeting schedules, not all parties have executed the document as of the September 12 Board of Supervisors meeting. City and town councils are acting on the agreement during the months of August and September. Commission staff will hold submission of the agreement to HUD until all parties have executed it, and will submit the fully executed agreement no later than September 22, 2017.

The Urban County is currently operating under the existing joint powers agreement which HUD has deemed programmatically insufficient. The new agreement will be effective August 1, 2017, a date

chosen in consultation with County Counsel. The technical approval date by governing bodies can be different than the operative date, and HUD is aware that the agreement, dated August 1, 2017, will not be executed by all parties until mid-September.

Alternatives

In consultation with County Counsel, Commission staff considered a second amendment to the 2005 JPA, instead of a new agreement. Staff and Counsel determined that a new JPA would provide more clarity and ease of use to all participating jurisdictions as to the requirements of participation in Urban County programs.

Recommendation

Commission staff recommends that the Board of Supervisors authorize the Executive Director of the Commission to execute the JPA on the County's behalf.

Prior Board Actions:

06/21/05: Board approved execution of Joint Powers Agreement.

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

The Joint Powers Agreement is necessary for the County of Sonoma to continue receiving US Housing and Urban Development funding, which funds affordable housing and community development projects and homelessness assistance programs. These projects and programs enhance health, safety, and general well-being by providing social services, disabled accessibility, and decent, safe and affordable housing for homeless and other low-income households, disabled individuals, and homeless persons and households.

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses	0	0	0
Additional Appropriation Requested	0		
Total Expenditures	0	0	0
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	0	0	0
Executing a Joint Powers Agreement for housing and community development will not require any budget appropriations.			
Narrative Explanation of Fiscal Impacts:			
CDC's current fiscal year's budget assumes continued funding from HUD as the JPA's fiscal agent for the CDBG, HOME, and ESG programs and their related program expenditures. Failure to execute an updated JPA may jeopardize those funding streams and their related program activities.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Attachment 1: Joint Powers Agreement			
Attachment 2: Joint Powers Agreement, redline			

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

**JOINT POWERS AGREEMENT FOR
HOUSING AND COMMUNITY DEVELOPMENT**

THIS AGREEMENT, dated for convenience as of August 1, 2017, by and between the COUNTY OF SONOMA, a political subdivision State of California, hereinafter referred to as “COUNTY,” and the incorporated town of WINDSOR and cities of CLOVERDALE, COTATI, HEALDSBURG, ROHNERT PARK, SEBASTOPOL, and SONOMA, all being municipal corporations of the State of California, and located within the boundaries of the COUNTY, hereinafter referred to as “MUNICIPALITIES”:

W I T N E S S E T H :

WHEREAS, the COUNTY and the MUNICIPALITIES desire to engage in housing and community development activities as authorized under the Housing and Community Development Act of 1974, as amended, the HOME Investment Partnership Act, and the HEARTH Act of 2009, including any future legislation authorizing such activities, (hereinafter the “ACTS”) and other federal, state, and local housing and community development programs; and

WHEREAS, the COUNTY and the MUNICIPALITIES are public agencies under the provisions of Section 6500 of the Government Code of the State of California, and each is authorized by law to enter into joint powers agreements; and

WHEREAS, the COUNTY and the MUNICIPALITIES are individually authorized by law to engage in housing and community development activities under said ACTS; and

WHEREAS, the US Department of Housing and Urban Development (hereinafter “HUD”) recommends the expenditure of funds for such purposes on a County-wide basis; and

WHEREAS, the COUNTY and the MUNICIPALITIES do hereby find and determine that it is in the best interest of the residents of the COUNTY and the MUNICIPALITIES that housing and community development activities be performed jointly in accordance with the provisions of this AGREEMENT; and

WHEREAS, it is mutually beneficial to each of the parties hereto for the COUNTY to administer and execute the provisions of this AGREEMENT in accordance with the terms and conditions hereinafter provided; and

WHEREAS, this AGREEMENT shall cover the Community Development Block Grant (CDBG) program, Emergency Solutions Grants (ESG) program, and HOME Investment Partnership (HOME) program.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Essential Activities

The Parties agree to cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities, specifically urban renewal and publicly assisted housing.

2. Authority to Carry Out Activities

The COUNTY is designated as an “Urban County,” as defined in 24 CFR 570.3(3). As such, the COUNTY is hereby designated as the sponsoring agency to administer and implement the plan and program for housing and community development activities for each of the participating parties to this AGREEMENT in accordance with the provisions of the ACTS and the terms and conditions provided herein. The manner in which such activities are implemented shall be mutually determined by the COUNTY and the benefiting party or parties.

The COUNTY shall have the authority to carry out activities which will be funded from annual Community Development Block Grants (CDBG), Emergency Solutions Grants (ESG), and HOME Program Grants (HOME) for federal fiscal years 2018, 2019, and 2020 appropriations, and from any program income generated from the expenditure of such funds. The COUNTY shall have final responsibility for selecting CDBG, ESG, and HOME activities and submitting the Consolidated Plan to HUD, including annual updates of the action plan and certifications.

3. Consolidated Plan

It is understood that in order to qualify for funds under the ACTS, it is necessary that a Consolidated Plan, including annual updates of the action plan and certifications, and all application requirements be fulfilled and submitted to and approved by HUD. Each party agrees to be bound by the Assurances and Certifications, attached as Attachment "A," required to be given by the COUNTY as part of the application to HUD for the Urban County entitlement of CDBG, ESG, and HOME funding and which are incorporated into this AGREEMENT by this reference.

4. Excessive Force Policy

The COUNTY and each of the MUNICIPALITIES has adopted and is enforcing:

- a. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
- b. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

5. Program Income

- a. Each MUNICIPALITY must inform the COUNTY of any income generated by the expenditure of CDBG or ESG funds received by the MUNICIPALITY.
- b. Any such program income must be paid to the COUNTY.
- c. The COUNTY has the responsibility for monitoring and reporting to HUD on the use of any such program income.
- d. Program income paid by a MUNICIPALITY to the COUNTY shall be used for additional CDBG- or ESG-eligible activities as stipulated in the federal funding policies adopted by the Sonoma County Board of Supervisors and amended from time to time.
- e. In the event of close-out or change in status of a participating MUNICIPALITY, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to the COUNTY.

6. Real Property Standards

The following standards shall apply to real property acquired or improved in whole or in part using CDBG, ESG, or HOME funds that is within control of any of the participating MUNICIPALITIES:

- a. Each MUNICIPALITY must provide timely notification to the COUNTY of any modification or change in the use of the real property from that planned at the time of acquisition or improvement, including disposition.
- b. Each MUNICIPALITY must reimburse the COUNTY in an amount equal to the current fair market value (less any portion thereof attributable to expenditure of non-CDBG, non-ESG and/or non-HOME funds) of property acquired or improved with CDBG, ESG and/or

HOME funds that is sold or transferred for a use which does not qualify under the CDBG and/or HOME regulations.

c. Program income generated from the disposition or transfer of property within any of the MUNICIPALITIES shall be treated in the manner specified in paragraph 5, Program Income, above.

7. Compliance with Sections 104(b) and 109 of Title I of the Housing and Community Development Act

The COUNTY and the MUNICIPALITIES shall take all actions necessary to assure compliance with the COUNTY's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing.

The COUNTY and the MUNICIPALITIES shall comply with Section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975.

The COUNTY and the MUNICIPALITIES shall comply with other applicable laws.

Urban County funding is prohibited for activities in or in support of any MUNICIPALITY that does not affirmatively further fair housing within its own jurisdiction or impedes the COUNTY's actions to comply with its fair housing certification.

8. Prohibition on Trade or Transfer of Funds

Neither the COUNTY nor any MUNICIPALITY may sell, trade, or otherwise transfer all or any portion of CDBG, ESG, and/or HOME funds to another such metropolitan city, Urban County, unit of general local government, Indian tribe, or insular area that directly or indirectly receives CDBG, ESG, and/or HOME funds in exchange for any other funds, credits or non-

federal considerations and will restrict use of these funds for activities eligible under Title I of Housing and Community Development Act of 1974, as amended.

9. Certification of Intent to Continue Participation

The COUNTY and the MUNICIPALITIES certify that each party, individually and collectively, intends to remain a participant in this AGREEMENT enabling the eight-jurisdiction Urban County to continue to participate in the federal CDBG, ESG, and HOME programs as an entitlement jurisdiction for the 2018–2020 and all subsequent renewal cycles.

10. Fiscal Responsibility

In the event that any cooperating jurisdiction does not comply with all federal prerequisites in order for funds to be expended within its area, then such jurisdiction's funds shall be expended within all or any portion of the area served by the other parties who qualify under the provisions of the ACTS. In all cases there shall be strict accountability of all kinds and reports of all receipts and disbursements. Upon termination of this AGREEMENT, any unused funds shall be returned to the Sonoma County Community Development Commission. The Executive Director of the Sonoma County Community Development Commission shall serve as fiscal officer under this AGREEMENT and his/her bond shall be extended to cover the obligations under Government Code Section 6505.1.

11. Written Agreement

Pursuant to 24 CFR 570.501(b), each MUNICIPALITY is subject to the same requirements applicable to subrecipients, including the written agreement as described in 24 CFR 570.503.

Before disbursing any CDBG, ESG, and/or HOME funds to any MUNICIPALITY, the COUNTY shall prepare a written agreement in accordance with federal regulations described in

24 CFR 570.503 and execute such agreement with the MUNICIPALITY. The agreement shall remain in effect during any period that the subrecipient has control over CDBG, ESG, and/or HOME funds, including program income.

12. Audit Requirements

Each MUNICIPALITY shall comply with the audit requirements of the Office of Management and Budget, OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" and shall provide a copy of all required audits to the COUNTY.

All required audits shall include a supplementary schedule showing all revenues and expenditures of CDBG, ESG, and HOME funds for the year and shall meet the requirements of Government Code Section 6505.

13. Eligibility for Other Federal Funds

By executing this AGREEMENT, all MUNICIPALITIES understand that they:

- a. May not apply for grants under the Small Cities or State CDBG Programs for fiscal years during the period in which the MUNICIPALITY is participating in the Urban County CDBG program;
- b. May receive a formula allocation under the ESG program only through the Urban County; and
- c. May not participate in a HOME consortium or receive a formula allocation under the HOME Program except through the Urban County, regardless of whether the COUNTY receives a HOME formula allocation.

14. Term of Agreement

This AGREEMENT shall be in effect for the 2018–2020 Urban County qualification period and all other future qualification periods. This AGREEMENT shall take effect upon its

execution by the authorized representatives of each of the parties and shall be a continuing AGREEMENT by automatic renewal for each successive qualification period. Any party may, by resolution of its governing body, withdraw from this AGREEMENT, but such withdrawal may not take effect after the deadline for submission of cooperation agreements to HUD for any three-year qualification period and until such time as all CDBG, ESG, and HOME funds and income received with respect to the three-year qualification period or successive qualification periods are expended and the funded activities completed. Withdrawal shall take effect only at the end of the third program year of a three-year qualification period or successive qualification period and in accordance with the date specified in HUD's Urban County Qualification Notice for the successive qualification period. The COUNTY will notify the MUNICIPALITIES in writing of their right to elect not to participate in a successive qualifying period by the date specified in HUD's Urban County Qualification Notice for the successive qualification period. The COUNTY will forward a copy of its notice to HUD.

Failure by any party to adopt an amendment to this AGREEMENT incorporating all changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice applicable for a subsequent three-year Urban County qualification period, and to submit the amendment to HUD as provided in the Urban County Qualification Notice, will void the automatic renewal of the qualification period.

This AGREEMENT shall remain in effect until the CDBG, ESG, and/or HOME funds and program income received (with respect to activities carried out during the 2018–2020 qualification period and any successive qualification periods) are expended and the funded activities completed, and that neither the COUNTY nor the MUNICIPALITIES can terminate or withdraw from this AGREEMENT while it remains in effect.

This AGREEMENT supersedes all earlier Joint Powers Agreements for housing and community development activities.

15. Agreement Binding

This AGREEMENT shall be binding upon the parties hereto and their successors and assigns. This AGREEMENT may be executed in counterparts, each of which shall be deemed an original but, together, all of which shall constitute one and the same document.

IN WITNESS WHEREOF, the parties hereto have caused this Joint Powers Agreement to be executed as of the day and year first above written.

COUNTY OF SONOMA

By: _____
Margaret Van Vliet, Executive Director, Sonoma
County Community Development Commission

CITY OF CLOVERDALE

By: _____
Paul Cayler, City Manager

CITY OF COTATI

By: _____
Damien O'Bid, City Manager

CITY OF HEALDSBURG

By: _____
David Mickaelian, City Manager

CITY OF ROHNERT PARK

By: _____
Darrin Jenkins, City Manager

CITY OF SEBASTOPOL

By: _____
Larry McLaughlin, City Manager

CITY OF SONOMA

By: _____
Cathy Capriola, City Manager

TOWN OF WINDSOR

By: _____
Camille Kazarian, Interim Town Manager

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing -- The jurisdiction will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard.

Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential antidisplacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs.


Anti-Lobbying -- To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction -- The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan -- The housing activities to be undertaken with CDBG, HOME, ESG, and HOPWA funds are consistent with the strategic plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.


Signature/Authorized Official Date 5/6/2015
EXECUTIVE DIRECTOR

Specific CDBG Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated housing and community development plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that provide decent housing, expand economic opportunities primarily for persons of low and moderate income. (See CFR 24 570.2 and CFR 24 part 570)

Following a Plan -- It is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it certifies that it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low and moderate income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include activities which the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available);
2. Overall Benefit. The aggregate use of CDBG funds including section 108 guaranteed loans during program year(s) 2015, _____ (a period specified by the grantee consisting of one, two, or three specific consecutive program years), shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period;
3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds including Section 108 loan guaranteed funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

The jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108, unless CDBG funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its

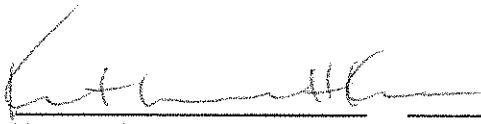
jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

Compliance With Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42 USC 3601-3619), and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, subparts A, B, J, K and R;

Compliance with Laws -- It will comply with applicable laws.

 5/5/2015
Signature/Authorized Official Date

EXECUTIVE DIRECTOR
Title

**OPTIONAL CERTIFICATION
CDBG**

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having a particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

n/a

Signature/Authorized Official

Date

Title

Specific HOME Certifications

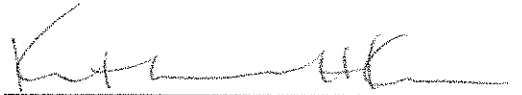
The HOME participating jurisdiction certifies that:

Tenant Based Rental Assistance -- If the participating jurisdiction intends to provide tenant-based rental assistance:

The use of HOME funds for tenant-based rental assistance is an essential element of the participating jurisdiction's consolidated plan for expanding the supply, affordability, and availability of decent, safe, sanitary, and affordable housing.

Eligible Activities and Costs -- it is using and will use HOME funds for eligible activities and costs, as described in 24 CFR § 92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in § 92.214.

Appropriate Financial Assistance -- before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

 5/5/15
Signature/Authorized Official Date

EXECUTIVE DIRECTOR
Title

ESG Certifications

The Emergency Solutions Grants Program Recipient certifies that:

Major rehabilitation/conversion – If an emergency shelter's rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation. If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion. In all other cases where ESG funds are used for renovation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 3 years after the date the building is first occupied by a homeless individual or family after the completed renovation.

Essential Services and Operating Costs – In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the jurisdiction will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long the jurisdiction serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area.

Renovation – Any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

Supportive Services – The jurisdiction will assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, victim services, counseling, supervision, and other services essential for achieving independent living), and other Federal State, local, and private assistance available for such individuals.

Matching Funds – The jurisdiction will obtain matching amounts required under 24 CFR 576.201.

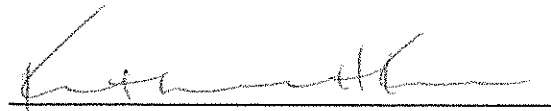
Confidentiality – The jurisdiction has established and is implementing procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

Homeless Persons Involvement – To the maximum extent practicable, the jurisdiction will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG program, in providing services assisted under the ESG program, and in providing services for occupants of facilities assisted under the program.

Consolidated Plan – All activities the jurisdiction undertakes with assistance under ESG are consistent with the jurisdiction's consolidated plan.

Discharge Policy – The jurisdiction will establish and implement, to the maximum extent practicable and where appropriate policies and protocols for the discharge of persons from

publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.


Signature/Authorized Official

5/5/2015
Date

EXECUTIVE DIRECTOR
Title

HOPWA Certifications

The HOPWA grantee certifies that:

Activities -- Activities funded under the program will meet urgent needs that are not being met by available public and private sources.

Building -- Any building or structure assisted under that program shall be operated for the purpose specified in the plan:

1. For at least 10 years in the case of assistance involving new construction, substantial rehabilitation, or acquisition of a facility,
2. For at least 3 years in the case of assistance involving non-substantial rehabilitation or repair of a building or structure.

n/a

Signature/Authorized Official

Date

Title

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING:

A. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**JOINT POWERS AGREEMENT FOR
HOUSING AND COMMUNITY DEVELOPMENT**

THIS AGREEMENT, dated for convenience as of ~~this~~ _____ day of _____, August 1, 2017, by and between the COUNTY OF SONOMA, a political subdivision State of California, hereinafter referred to as “COUNTY,” and the incorporated ~~CITIES/TOWN~~ town of WINDSOR and cities of CLOVERDALE, COTATI, HEALDSBURG, ROHNERT PARK, SEBASTOPOL, and SONOMA ~~and WINDSOR~~, all being municipal corporations of the State of California, and located within the boundaries of the COUNTY, hereinafter referred to as “MUNICIPALITIES”:

W I T N E S S E T H :

WHEREAS, the COUNTY and the MUNICIPALITIES desire to engage in housing and community development activities as authorized under the Housing and Community Development Act of 1974, as amended, ~~and~~ the HOME Investment Partnership Act, and the HEARTH Act of 2009, including any future legislation authorizing such activities, (hereinafter the “ACTS”) and other federal, state, and local housing and community development programs; and

WHEREAS, the COUNTY and the MUNICIPALITIES ~~are~~ are public agencies under the provisions of Section 6500 of the Government Code of the State of California, and each is authorized by law to enter into joint powers agreements; and

WHEREAS, the COUNTY and the MUNICIPALITIES are individually authorized by law to engage in housing and community development activities under said ACTS; and

WHEREAS, the ~~USU.S.~~ U.S. Department of Housing and Urban Development (hereinafter “HUD”) recommends the expenditure of funds for such purposes on a County-wide basis; and

WHEREAS, the COUNTY and the MUNICIPALITIES do hereby find and determine that it is in the best interest of the residents of the COUNTY and the MUNICIPALITIES that housing and community development activities be performed jointly in accordance with the provisions of this AGREEMENT; and

WHEREAS, it is mutually beneficial to each of the parties hereto for the COUNTY to administer and execute the provisions of this AGREEMENT in accordance with the terms and conditions hereinafter provided; and

WHEREAS, this AGREEMENT shall cover the Community Development Block Grant (CDBG) program, Emergency Solutions Grants (ESG) program, and HOME Investment Partnership (HOME) program.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Essential Activities

The Parties agree to cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities, specifically urban renewal and publicly assisted housing.

2. Authority to Carry Out Activities

The COUNTY, is designated as an “~~urban county,~~ Urban County,” as defined in 24 CFR 570.3(3). As such, the COUNTY is hereby designated as the sponsoring agency to administer and implement the plan and program for housing and community development activities for each of the participating parties to this AGREEMENT in accordance with the provisions of the ACTS and the terms and conditions provided herein. The manner in which such activities are implemented shall be mutually determined by the COUNTY and the benefiting party or parties.

The COUNTY shall have the authority to carry out activities which will be funded from annual Community Development Block Grants (CDBG), Emergency Solutions Grants (ESG), and HOME Program Grants (HOME) for federal fiscal years 2018, 2019, and 2020 appropriations, and from any program income generated from the expenditure of such funds. The COUNTY shall have final responsibility for selecting CDBG, ESG, and HOME activities and submitting the Consolidated Plan to HUD, including annual updates of the action plan and certifications.

3. Consolidated Plan

It is understood that in order to qualify for funds under the ACTS, it is necessary that a Consolidated Plan, including annual updates of the action plan and certifications, and all application requirements be fulfilled and submitted to and approved by HUD. Each party agrees to be bound by the Assurances and Certifications, attached as Attachment "A," required to be given by the COUNTY as part of the application to HUD for the ~~u~~Urban ~~e~~County entitlement of CDBG, ESG, and HOME funding and which are incorporated into this AGREEMENT~~Agreement~~ by this reference.

4. Excessive Force Policy

The COUNTY and each of the MUNICIPALITIES has adopted and is enforcing:

a. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

b. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

5. Program Income

- a. Each MUNICIPALITY must inform the COUNTY of any income generated by the expenditure of CDBG or ESG funds received by the MUNICIPALITY.
- b. Any such program income must be paid to the COUNTY.
- c. The COUNTY has the responsibility for monitoring and reporting to HUD on the use of any such program income.
- d. Program income paid by a MUNICIPALITY to the COUNTY shall be used for additional CDBG- or ESG-eligible activities as stipulated in the ~~Sonoma County CDBG and HOME federal funding P~~olicies adopted by the Sonoma County Board of Supervisors and amended from time to time.
- e. In the event of close-out or change in status of a participating MUNICIPALITY, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to the COUNTY.

6. Real Property Standards

The following standards shall apply to real property acquired or improved in whole or in part using CDBG, ESG, or HOME funds that is within control of any of the participating MUNICIPALITIES:

- a. Each MUNICIPALITY must provide timely notification to the COUNTY of any modification or change in the use of the real property from that planned at the time of acquisition or improvement, including disposition.
- b. Each MUNICIPALITY must reimburse the COUNTY in an amount equal to the current fair market value (less any portion thereof attributable to expenditure of non-CDBG, non-ESG and/or non-HOME funds) of property acquired or improved with CDBG, ESG and/or

HOME funds that is sold or transferred for a use which does not qualify under the CDBG and/or HOME regulations.

c. Program income generated from the disposition or transfer of property within any of the MUNICIPALITIES shall be treated in the manner specified in paragraph 5, [Program Income](#), above.

7. Compliance with Sections 104(b) and 109 of Title I of the Housing and Community Development Act

[The COUNTY and the MUNICIPALITIES shall take all actions necessary to assure compliance with the COUNTY's certification required by Section 104\(b\) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing.](#)

[The COUNTY and the MUNICIPALITIES shall comply with Section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975.](#)

[The COUNTY and the MUNICIPALITIES shall comply with other applicable laws.](#)

[Urban County funding is prohibited for activities in or in support of any MUNICIPALITY that does not affirmatively further fair housing within its own jurisdiction or impedes the COUNTY's actions to comply with its fair housing certification.](#)

The COUNTY and the MUNICIPALITIES shall take all actions necessary to assure compliance with the COUNTY'S certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, and other applicable laws.

~~Urban county funding is prohibited for activities in or in support of any MUNICIPALITY that does not affirmatively further fair housing within its own jurisdiction or impedes the COUNTY'S actions to comply with its fair housing certification.~~

8. Prohibition on Trade or Transfer of Funds

Neither the COUNTY nor any MUNICIPALITY may sell, trade, or otherwise transfer all or any portion of CDBG, ESG, and/or HOME funds to another such metropolitan city, Urban County, unit of general local government, Indian tribe, or insular area that directly or indirectly receives CDBG, ESG, and/or HOME funds in exchange for any other funds, credits or non-federal considerations and will restrict use of these funds for activities eligible under Title I of Housing and Community Development Act of 1974, as amended.

9. Certification of Intent to Continue Participation

The COUNTY and the MUNICIPALITIES certify that each party, individually and collectively, intends to remain a participant in this AGREEMENT enabling the eight-jurisdiction Urban County to continue to participate in the federal CDBG, ESG, and HOME programs as an entitlement jurisdiction for the 2018–2020 and all subsequent renewal cycles.

~~8.~~10. Fiscal Responsibility

In the event that any cooperating jurisdiction does not comply with all federal prerequisites in order for funds to be expended within its area, then such jurisdiction's funds shall be expended within all or any portion of the area served by the other parties who qualify under the provisions of the ACTS. In all cases there shall be strict accountability of all kinds and reports of all receipts and disbursements. Upon termination of this ~~Agreement~~AGREEMENT, any unused funds shall be returned to the Sonoma County Community Development Commission. The Executive Director of the Sonoma County Community Development

Commission shall serve as fiscal officer under this ~~Agreement~~ AGREEMENT and his/her bond shall be extended to cover the obligations under Government Code Section 6505.1.

~~9.11.~~ Written Agreement

Pursuant to 24 CFR 570.501(b), e~~Each MUNICIPALITY is subject to the same requirements applicable to subrecipients, including the written agreement as described in 24 CFR 570.503.is considered a subrecipient of CDBG/HOME funds received by the MUNICIPALITY to perform activities within their jurisdiction and is subject to the requirements for subrecipients pursuant to 24 CFR 570.501 (b).~~

Before disbursing any CDBG, ESG, and/or ~~/HOME, and/or ESG~~ funds to any ~~subrecipient~~ MUNICIPALITY, the COUNTY shall prepare a written agreement in accordance with federal regulations described in 24 CFR 570.503 and execute such agreement with the ~~subrecipient~~ MUNICIPALITY. The agreement shall remain in effect during any period that the subrecipient has control over CDBG, ESG, and/or ~~/HOME, and/or ESG~~ funds, including program income.

~~10.12.~~ Audit Requirements

Each MUNICIPALITY shall comply with the audit requirements of the Office of Management and Budget, OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" and shall provide a copy of all required audits to the COUNTY.

All required audits shall include a supplementary schedule showing all revenues and expenditures of CDBG, ESG, and/ ~~/~~ HOME funds for the year and shall meet the requirements of Government Code Section 6505.

~~11.~~13. Eligibility for Other Federal Funds

By executing this AGREEMENT, a~~All~~ MUNICIPALITIES understand that they:

- a. May not apply for grants under the Small Cities or State CDBG Programs ~~from appropriations for fiscal years for Federal Fiscal Years 2006, 2007, 2008, and/or~~ during the period in which the MUNICIPALITY is participating in the Urban County CDBG -program; ~~and/or HOME Programs; and~~
- b. May receive a formula allocation under the ESG program only through the Urban County; and;
- c. _____ May not participate in a HOME consortium or receive a formula allocation under the HOME Program except through the Urban ~~COUNTY program~~ County, regardless of whether the COUNTY receives a HOME formula allocation.

~~12.~~14. Term of Agreement

This AGREEMENT shall be in effect for the 2018–2020 Urban County qualification period and all other future qualification periods. This AGREEMENT shall take effect upon its execution by the authorized representatives of each of the parties and shall be a continuing AGREEMENT by automatic renewal for each successive qualification period. Any party may, by resolution of its governing body, withdraw from ~~the~~is AGREEMENT, but such withdrawal may not take effect after the deadline for submission of cooperation agreements to HUD for any three-year qualification period and until such time as all CDBG, ESG, and HOME funds and income received with respect to the three-year qualification period or successive qualification periods are expended and the funded activities completed. Withdrawal shall take effect only at the end of the third program year of a three-year qualification period or successive qualification period and in accordance with the date specified in HUD's Urban County Qualification Notice

for the successive qualification period. The COUNTY will notify the MUNICIPALITIES in writing of their right to elect not to participate in a successive qualifying period by the date specified in HUD's Urban County Qualification Notice for the successive qualification period. The COUNTY will forward a copy of its notice to HUD.

Failure by any party to adopt an amendment to this AGREEMENT incorporating all changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice applicable for a subsequent three-year ~~urban-county~~Urban County qualification period, and to submit the amendment to HUD as provided in the Urban County Qualification Notice, will void the automatic renewal of the qualification period.

This AGREEMENT shall remain in effect until the CDBG, ESG, and/or HOME funds and program income received (with respect to activities carried out during the 2018–2020 qualification period and any successive qualification periods) are expended and the funded activities completed, and that neither the COUNTY nor the MUNICIPALITIES can terminate or withdraw from this AGREEMENT while it remains in effect.

This AGREEMENT supersedes all earlier Joint Powers Agreements for housing and community development activities.

~~13.~~15. Agreement Binding

This ~~Joint Power~~-AGREEMENT shall be binding upon the parties hereto and their successors and assigns. This AGREEMENT may be executed in counterparts, each of which shall be deemed an original but, together, all of which shall constitute one and the same document.

IN WITNESS WHEREOF, the parties hereto have caused this Joint Powers Agreement to be executed as of the day and year first above written.

COUNTY OF SONOMA

By: _____
Margaret Van Vliet, Executive Director, Sonoma
County Community Development Commission

CITY OF CLOVERDALE

By: _____
Paul Cayler, City Manager

CITY OF COTATI

By: _____
Damien O’Bid, City Manager

CITY OF HEALDSBURG

By: _____
David Mickaelian, City Manager

CITY OF ROHNERT PARK

By: _____
Darrin Jenkins, City Manager

CITY OF SEBASTOPOL

By: _____
Larry McLaughlin, City Manager

CITY OF SONOMA

By: _____
Cathy Capriola, City Manager

TOWN OF WINDSOR

By: _____
Camille Kazarian, Interim Town Manager



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: September 12, 2017

Vote Requirement: Majority

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

Staff Name and Phone Number:

Wendy Gjestland (707) 521-1866

Supervisory District(s):

Title: As-Needed Dive Services

Recommended Actions:

Authorize Water Agency's General Manager to execute an agreement with Aqua-Tech Company for as-needed dive services for water system radial collector wells through December 31, 2020 in the amount of \$125,000.

Executive Summary:

This item requests approval to enter into an agreement with Aqua-Tech Company (Service Provider) for as-needed dive services for water system radial collector wells. These as-needed services include, but are not limited to, cleaning, inspection, minor repairs, videoing, equipment installation, and flow monitoring, and are essential to the maintenance of the water system facilities. These services are needed to maintain the Sonoma County Water Agency's water supply facilities.

Discussion:

HISTORY OF ITEM/BACKGROUND

Sonoma County Water Agency (Water Agency) provides wholesale water supply to approximately 600,000 people in Marin and Sonoma counties in California. To provide this service, the Water Agency operates a large system of water facilities, including six radial collector wells with 13- to 18-foot diameter caissons and 18 steel water storage tanks. The storage tanks have a total capacity of 128.8 million gallons. These facilities require dive services on an as-needed basis, including cleaning, inspection, minor repairs, video, equipment installation, and flow monitoring, which work must be completed while the tanks and collector wells remain full of potable water.

SELECTION PROCESS

On April 17, 2017, Water Agency sent a Request for Statements of Qualifications to the following four firms: Aqua-Tech Company, Carmichael, California; Inland Potable Services, Inc., Centennial, Colorado; Liqui Vision Technology, Klamath Falls, Oregon; and Potable Divers, Inc., Eagle Mountain, Utah. The

Request for Statements of Qualifications was also posted to the Water Agency's website and sent to the County Purchasing Department for further distribution.

The following four firms submitted Statements of Qualifications: Apex Diving and Marine Services, Inc., Winnetka, California; Aqua-Tech Company, Carmichael, California; MM Diving, Inc., Kelseyville, California; and Underwater Resources, Inc., San Leandro, California.

The Water Agency used the following criteria to evaluate each firm: thoroughness of Statement of Qualifications, professional qualifications and demonstrated ability to do the work, and exceptions to standard terms.

Service Provider was selected to perform the work because the Service Provider has provided and demonstrated excellent service in the past under a previous agreement with the Water Agency, and has significant experience diving into potable water. In addition, Service Provider is located geographically closer than the other firms, allowing Service Provider to be able to respond to emergencies in a much faster timeframe.

As-Needed Dive Services for the entire potable water system has historically been completed by one Service Provider. The Water Agency has split the work between two service providers in order to better serve the different areas of the system. A separate contract with another Service Provider will come to the Board later in the fall for As-Needed Dive Services for Transmission System Facilities.

SERVICES TO BE PERFORMED

Under the proposed agreement, Service Provider will provide as-needed cleaning, inspection, minor repairs, video, equipment installation, and flow monitoring services.

The cost of services will not exceed \$125,000; the term end date is December 31, 2020.

RECOMMENDATION

Water Agency staff recommends that the Board authorize the General Manager to enter into an agreement with Aqua-Tech Company for as-needed dive services for water system radial collector wells. These as-needed services are essential to the maintenance of the water system facilities.

Prior Board Actions:

- 4/09/13: Approved agreement between Sonoma County Water Agency and Aqua-Tech Company for As-Needed Dive Services. Cost \$250,000; term end June 30, 2016.
- 9/22/09: Approved second amended agreement for As-Needed Diver Services for Water System Facilities. Cost \$100,000; term end June 30, 2012.
- 3/11/08: Approved agreement between Sonoma County Water Agency and Aqua-Tech Company for Tank Coating Inspection, Cleaning, and Repair Services. Cost \$150,000; term end June 30, 2012.
- 4/27/04: Approved agreement between Sonoma County Water Agency and Aqua-Tech Company for Tank Coating Inspection, Cleaning, and Repair Services. Cost \$150,000; term end June 30, 2007.

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

Having dive services available for water system sources allows for cleaning and repair services to be provided when necessary while keeping the sources in service.

Water Agency Water Supply Goals and Strategies, Goal 3: Maintain stable water supply revenue source and improve operational efficiencies.

In order to maintain our water system sources, it is important to be able to keep sources cleaned and repaired while keeping the source in service. Sources in service will help maintain a stable water supply revenue source.

Fiscal Summary

Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses	\$125,000	\$0	\$0
Additional Appropriation Requested			
Total Expenditures	\$125,000	\$0	\$0
Funding Sources			
General Fund/WA GF	\$0	\$0	\$0
State/Federal			
Fees/Other	\$125,000	\$0	\$0
Use of Fund Balance			
Contingencies			\$0
Total Sources	\$125,000	\$0	\$0

Narrative Explanation of Fiscal Impacts:

Budgeted amount of \$125,000 is available from FY 2017/2018 appropriations for the Water Transmission fund. No additional appropriation is required.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

N/A

Attachments:

Agreement

Related Items “On File” with the Clerk of the Board:
None

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CF/60-61-21 Aqua-Tech Company (Agree for As-Needed Dive Services for
Water System Radial Collector Wells) 16/17-158 (ID 6789)

Agreement for As-Needed Dive Services for Water System Radial Collector Wells

This agreement ("Agreement") is by and between **Sonoma County Water Agency**, a body corporate and politic of the State of California ("Water Agency") and **Aqua-Tech Company**, a general partnership ("Service Provider"). The Effective Date of this Agreement is the date the Agreement is last signed by the parties to the Agreement, unless otherwise specified in Article 7 (Term of Agreement).

RECITALS

- A. Service Provider represents that it is a duly qualified firm, experienced in underwater tank-coating inspections and related services.
- B. Water Agency provides wholesale water supply to approximately 600,000 people in Marin and Sonoma counties in California.
- C. Water Agency requires inspection of its water system radial collector wells on an as-needed basis while the wells remain full of potable water.
- D. Service Provider uses a technique approved by the American Water Works Association to deploy divers into potable water tanks in order to complete maintenance and minor repair activities.
- E. The ability to perform this work without draining the radial collector wells is a great advantage to Water Agency.

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

AGREEMENT

1. RECITALS

- 1.1. The above recitals are true and correct.

2. LIST OF EXHIBITS

- 2.1. The following exhibits are attached hereto and incorporated herein:
 - a. Exhibit A: Agreement Memorandum
 - b. Exhibit B: Scope of Work
 - c. Exhibit C: Schedule of Costs
 - d. Exhibit D: Insurance Requirements

3. WATER AGENCY'S REQUEST FOR SERVICES

- 3.1. *Initiation Conference:* The Water Agency's Agreement Administrator, Wendy Gjestland, will initiate all requests for services through an Initiation Conference, which may be in person, by telephone, or by email. During the Initiation Conference, the Project Manager and Service Provider will establish and agree on the project information shown in Exhibit A (Agreement Memorandum).
- 3.2. *Agreement Memorandum:* Water Agency will prepare an Agreement Memorandum setting forth the terms for the subject project as established during the Initiation Conference. The Agreement Memorandum will be in the form as set forth in Exhibit A and will be executed by both parties prior to commencement of work.
- 3.3. *Amount of Work:* Water Agency does not guarantee a minimum or maximum amount of work.

4. SCOPE OF SERVICES

- 4.1. *Service Provider's Specified Services:* Service Provider shall perform the services listed in Exhibit B (Scope of Work) or as requested in the Agreement Memorandum, within the times or by the dates provided in the Agreement Memorandum and pursuant to Article 11 (Prosecution of Work). Service Provider shall provide all necessary manpower and equipment required to carry out the requested services in a professional and expeditious manner.
- 4.2. *Funding Requirements:* Work under this Agreement may, on occasion, be funded with state, federal, or other funding. On these occasions, the funding entity may impose additional requirements that Service Provider must satisfy. Such requirements will be included in the Agreement Memorandum. By signing the Agreement Memorandum, Service Provider agrees that it will adhere to such requirements in connection with its performance of services, in addition to all of the requirements of this Agreement. In the event of a conflict between a requirement imposed by a funding agency and a requirement of this Agreement, the more stringent requirement shall apply.

4.3. *Contact Information:*

Water Agency	Service Provider
Agreement Administrator: Wendy Gjestland 404 Aviation Boulevard Santa Rosa, CA 95403-9019 Phone: (707) 521-1866 Email: Wendy.Gjestland@scwa.ca.gov	Contact: Michael Johnson P.O. Box 1961 Carmichael, CA 95609 Phone: (916) 482-1703 Email: klruiz@pacbell.com
Remit invoices to: Susan Bookmyer Same address as above or Email: susan.bookmyer@scwa.ca.gov	Remit payments to: Same address as above

4.4. *Cooperation with Water Agency:* Service Provider shall coordinate the work with the Project Manager named in the Agreement Memorandum.

4.5. *Performance Standard and Standard of Care:* Service Provider hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with the standards of a reasonable professional having specialized knowledge and expertise in the services provided under this Agreement and in accordance with all applicable federal, state and local laws, it being understood that acceptance of Service Provider's work by Water Agency shall not operate as a waiver or release. Water Agency has relied upon the professional ability and training of Service Provider as a material inducement to enter into this Agreement. If Water Agency determines that any of Service Provider's work is not in accordance with such level of competency and standard of care, Water Agency, in its sole discretion, shall have the right to do any or all of the following: (a) require Service Provider to meet with Water Agency to review the quality of the work and resolve matters of concern; (b) require Service Provider to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 8 (Termination); or (d) pursue any and all other remedies at law or in equity.

4.6. *Assigned Personnel:*

- a. Service Provider shall assign only competent personnel to perform work hereunder. In the event that at any time Water Agency, in its sole discretion, desires the removal of any person or persons assigned by Service Provider to perform work hereunder, Service Provider shall remove such person or persons immediately upon receiving written notice from Water Agency.
- 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 Water Agency to be key personnel whose services

were a material inducement to Water Agency to enter into this Agreement, and without whose services Water Agency would not have entered into this Agreement. Service Provider shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of Water Agency.

- c. Key personnel shall be as listed in the applicable Agreement Memorandum.
- d. In the event that any of Service Provider's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness, or other factors outside of Service Provider's control, Service Provider shall be responsible for timely provision of adequately qualified replacements.

5. **SAFETY**

- 5.1. *Site Safety Officer.* Prior to commencement of work, Service Provider shall designate a Site Safety Officer (SSO) and alternate SSO for this work and shall provide the names, telephone and/or cellular/pager numbers of both SSOs to Project Manager. Both SSOs shall be employees of Service Provider.
- 5.2. *Safety Orders.* All work shall be performed in accordance with the California Code of Regulations (CCR) Title 8, Division 1, Chapter 4 - Industrial Safety Orders and all other applicable laws to ensure the safety of the public and those performing the work.
- 5.3. *Safety Plan and Program.*
 - a. *Scope:* Service Provider shall furnish a copy of an Injury and Illness Prevention Program (IIPP), a Site-Specific Safety and Health Plan (SSHP) and a Confined Space Program for this work. Service Provider shall also provide copies of applicable Material Safety Data Sheets and information regarding the SSO as described below. Plans, programs, and other information described herein shall be furnished to Water Agency's Project Manager prior to commencement of work.
 - b. *Injury and Illness Prevention Program:* Service Provider's IIPP shall conform with the General Industrial Safety Orders (CCR Title 8, Division 1, Chapter 4, Subchapter 7, Section 3203), and the California Labor Code (§6401.7).
 - c. *Site-Specific Safety and Health Plan and Monitoring:* The SSHP shall describe health and safety procedures to be implemented during all phases of work in order to ensure safety of the public and those performing the work. The SSHP shall be modeled after the guidelines for a SSHP listed in CCR Title 8, Division 1, Chapter 4, Subchapter 7, Section 5192, Item (b)(4).
 - d. *Confined Space Program:* The work site contains permit- and non-permit-confined spaces. Water Agency will provide Service Provider with any available information regarding existing permit space hazards, entry operations, and safety information relating to work in the existing permit spaces as set forth in the General Industrial Safety Orders (CCR Title 8,

Division 1, Chapter 4, Subchapter 7, Section 5157). Permit space entry is allowed only through compliance with a permit space program meeting the requirements of Section 5157 of the General Industrial Safety Orders. During entry operations, or at the conclusion of entry operations, Service Provider shall verbally notify Water Agency of the permit space program followed and of any hazards confronted or created in permit spaces during entry operations.

6. **PAYMENT**

- 6.1. *Total Costs:* Total costs under this Agreement shall not exceed \$125,000.
 - a. Task Limit: The amount of work (including materials) under any single Agreement Memorandum exceed shall not exceed \$40,000, unless approved by County Counsel.
- 6.2. *Method of Payment:* Service Provider shall be paid in accordance with the following terms:
 - a. Service Provider shall be paid in accordance with Exhibit C (Schedule of Costs). Billed hourly rates shall include all costs for overhead and any other charges, other than expenses specifically identified in Exhibit C. Expenses not expressly authorized by the Agreement shall not be reimbursed.
- 6.3. *Invoices:* Service Provider shall submit its bills in arrears on a monthly basis, based on work completed for the period, in a form approved by Water Agency. The bills shall show or include:
 - a. Service Provider name
 - b. Name of Agreement
 - c. Water Agency's Project-Activity Code as listed in the applicable Agreement Memorandum.
 - d. Task performed with an itemized description of services rendered by date
 - e. Time in quarter hours devoted to the task
 - f. Hourly rate or rates of the persons performing the task
 - g. Summary of work performed by subconsultants, as described in Paragraph 17.4
 - h. List of reimbursable materials and expenses
 - i. Copies of receipts for reimbursable materials and expenses
- 6.4. *Timing of Payments:* Unless otherwise noted in this Agreement, payments shall be made within the normal course of Water Agency business after presentation of an invoice in a form approved by Water Agency for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by Water Agency.
- 6.5. *Taxes Withheld by Water Agency:*

- a. Pursuant to California Revenue and Taxation Code (R&TC) section 18662, the Water Agency shall withhold seven percent of the income paid to Service Provider for services performed within the State of California under this Agreement, for payment and reporting to the California Franchise Tax Board, if Service Provider does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.
- b. If Service Provider does not qualify, as described in Paragraph 6.5.a, Water Agency requires that a completed and signed Form 587 be provided by Service Provider in order for payments to be made. If Service Provider is qualified, as described in Paragraph 6.5.a, then Water Agency requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, Service Provider agrees to promptly notify Water Agency of any changes in the facts. Forms should be sent to Water Agency pursuant to Article 18 of this Agreement. To reduce the amount withheld, Service Provider has the option to provide Water Agency with either a full or partial waiver from the State of California.

7. TERM OF AGREEMENT

- 7.1. This Agreement shall remain in effect until depletion of the not-to-exceed amount listed in Paragraph 6.1, or until December 31, 2020, whichever occurs first, unless terminated earlier in accordance with the provisions of Article 8 (Termination).

8. TERMINATION

- 8.1. *Authority to Terminate:* Water Agency's right to terminate may be exercised by Water Agency's General Manager.
- 8.2. *Termination Without Cause:* Notwithstanding any other provision of this Agreement, at any time and without cause, Water Agency shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to Service Provider.
- 8.3. *Termination for Cause:* Notwithstanding any other provision of this Agreement, should Service Provider 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, Water Agency may immediately terminate this Agreement by giving Service Provider written notice of such termination, stating the reason for termination.
- 8.4. *Delivery of Work Product and Final Payment Upon Termination:* In the event of termination, Service Provider, within 14 days following the date of termination,

shall deliver to Water Agency all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Service Provider or Service Provider's subcontractors, Service Providers, and other agents in connection with this Agreement subject to Paragraph 14.9 and shall submit to Water Agency an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

- 8.5. *Payment Upon Termination:* Upon termination of this Agreement by Water Agency, Service Provider shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Service Provider bear to the total services otherwise required to be performed for such total payment; provided, however, that if services are to be paid on a per-hour or per-day basis, then Service Provider shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to termination multiplied by the applicable hourly or daily rate; and further provided, however, that if Water Agency terminates the Agreement for cause pursuant to Paragraph 8.3, Water Agency shall deduct from such amounts the amount of damage, if any, sustained by Water Agency by virtue of the breach of the Agreement by Service Provider.
- 8.6. *Termination for Non-Appropriation:* Water Agency may terminate this Agreement at any time, upon giving Service Provider thirty (30) days written notice, for any of the following reasons:
- a. Water Agency has exhausted all funds legally available for payments to become due under this Agreement;
 - b. Funds which have been appropriated for purposes of this Agreement are withheld and are not made available to Water Agency;
 - c. No appropriation of funds for payments has been made for purposes of this Agreement in the budget for the next fiscal year; or
 - d. An appropriation of funds for the next fiscal year has been made for purposes of this Agreement, but prior to actual release, such appropriation has been withdrawn.

9. INDEMNIFICATION

- 9.1. Service Provider agrees to accept all responsibility for loss or damage to any person or entity, including Sonoma County Water Agency, and to indemnify, hold harmless, and release Sonoma County Water Agency, 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 Service Provider, that arise out of, pertain to, or relate to Service Provider's or its agents', employees', contractors', subcontractors', or invitees' performance or

obligations under this Agreement. Service Provider agrees to provide a complete defense for any claim or action brought against Sonoma County Water Agency based upon a claim relating to Service Provider's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Service Provider's obligations under this Article 9 apply whether or not there is concurrent or contributory negligence on the part of Sonoma County Water Agency, but, to the extent required by law, excluding liability due to conduct of Sonoma County Water Agency. Sonoma County Water Agency shall have the right to select its legal counsel at Service Provider's expense, subject to Service Provider'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 Service Provider or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

10. INSURANCE

- 10.1. With respect to performance of work under this Agreement, Service Provider shall maintain and shall require all of its subcontractors, Service Providers, and other agents to maintain, insurance as described in Exhibit D (Insurance Requirements).

11. PROSECUTION OF WORK

- 11.1. 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 Service Provider's performance of this Agreement shall be extended by a number of days equal to the number of days Service Provider has been delayed.
- 11.2. When work is requested of Service Provider by Water Agency, all due diligence shall be exercised and the work accomplished without undue delay, within the performance time specified in the Agreement Memorandum(s).

12. EXTRA OR CHANGED WORK

- 12.1. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Changes to lengthen time schedules or make minor modifications to the scope of work, which do not increase the amount paid under the Agreement, may be executed by the Water Agency's General Manager in a form approved by County Counsel. The parties expressly recognize that Water Agency personnel are without authorization to order all other extra or changed work or waive Agreement requirements. Failure of Service Provider 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 Service Provider shall be entitled to no compensation whatsoever for the performance of such work. Service Provider 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 Water Agency.

13. CONTENT ONLINE ACCESSIBILITY

- 13.1. *Accessibility:* Water Agency policy requires that all documents that may be published to the Web meet accessibility standards to the greatest extent possible, and utilizing available existing technologies.
- 13.2. *Standards:* All Service Providers responsible for preparing content intended for use or publication on a Water Agency/County-managed or Water Agency/County-funded web site must comply with applicable federal accessibility standards established by 36 C.F.R. section 1194, pursuant to section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. section 794(d)), and Water Agency's Web Site Accessibility Policy located at <http://webstandards.sonoma-county.org>.
- 13.3. *Certification:* With each final receivable intended for public distribution (report, presentations posted to the Internet, public outreach materials), Service Provider shall include a descriptive summary describing how all deliverable documents were assessed for accessibility (e.g. Microsoft Word accessibility check; Adobe Acrobat accessibility check, or other commonly accepted compliance check).
- 13.4. *Alternate Format:* When it is strictly impossible due to the unavailability of technologies required to produce an accessible document, Service Provider shall identify the anticipated accessibility deficiency prior to commencement of any work to produce such deliverables. Service Provider agrees to cooperate with Water Agency staff in the development of alternate document formats to maximize the facilitative features of the impacted document(s); e.g., embedding the document with alt-tags that describe complex data/tables.
- 13.5. *Noncompliant Materials; Obligation to Cure:* Remediation of any materials that do not comply with Water Agency's Web Site Accessibility Policy shall be the responsibility of Service Provider. If Water Agency, in its sole and absolute discretion, determines that any deliverable intended for use or publication on any Water Agency/County-managed or Water Agency/County-funded Web site does not comply with Water Agency Accessibility Standards, Water Agency will promptly inform Service Provider in writing. Upon such notice, Service Provider shall, without charge to Water Agency, repair or replace the non-compliant materials within such period of time as specified by Water Agency in writing. If the required repair or replacement is not completed within the time specified, Water Agency shall have the right to do any or all of the following, without

prejudice to Water Agency's right to pursue any and all other remedies at law or in equity:

- a. Cancel any delivery or task order
- b. Terminate this Agreement pursuant to the provisions of Article 8 (Termination); and/or
- c. In the case of custom Electronic and Information Technology (EIT) developed by Service Provider for Water Agency, Water Agency may have any necessary changes or repairs performed by itself or by another contractor. In such event, Service Provider shall be liable for all expenses incurred by Water Agency in connection with such changes or repairs.

13.6. *Water Agency's Rights Reserved:* Notwithstanding the foregoing, Water Agency may accept deliverables that are not strictly compliant with Water Agency Accessibility Standards if Water Agency, in its sole and absolute discretion, determines that acceptance of such products or services is in Water Agency's best interest.

14. REPRESENTATIONS OF SERVICE PROVIDER

- 14.1. *Status of Service Provider:* The parties intend that Service Provider, 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. Service Provider is not to be considered an agent or employee of Water Agency and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits Water Agency provides its employees. In the event Water Agency exercises its right to terminate this Agreement pursuant to Article 8 (Termination), Service Provider expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.
- 14.2. *No Suspension or Debarment:* Service Provider 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. Service Provider also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration.
- 14.3. *Taxes:* Service Provider 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. Service Provider agrees to indemnify and hold Water Agency harmless from any liability which it may incur to the United States or to the State of California or to any other public entity as a consequence of Service Provider's failure to pay, when due, all such taxes and obligations. In case Water Agency is audited for compliance regarding any

withholding or other applicable taxes, Service Provider agrees to furnish Water Agency with proof of payment of taxes on these earnings.

- 14.4. *Records Maintenance:* Service Provider 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 Water Agency for inspection at any reasonable time. Service Provider shall maintain such records for a period of four (4) years following completion of work hereunder.
- 14.5. *Conflict of Interest:* Service Provider 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. Service Provider further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if required by law or requested to do so by Water Agency, Service Provider shall submit a completed Fair Political Practices Commission Statement of Economic Interests (Form 700) with Water Agency within 30 calendar days after the Effective Date of this Agreement and each year thereafter during the term of this Agreement, or as required by state law.
- 14.6. *Statutory Compliance/Living Wage Ordinance:* Service Provider agrees to comply, and to ensure compliance by its subService Providers or subcontractors, with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, 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. Without limiting the generality of the foregoing, Service Provider expressly acknowledges and agrees that this 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 Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.
- 14.7. *Nondiscrimination:* Service Provider 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. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.
- 14.8. *Assignment of Rights:* Service Provider assigns to Water Agency all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Service Provider in connection with this Agreement. Service Provider agrees to take such actions as are necessary to protect the

rights assigned to Water Agency in this Agreement, and to refrain from taking any action which would impair those rights. Service Provider'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 Water Agency may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of Water Agency. Service Provider shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of Water Agency.

- 14.9. *Ownership and Disclosure of Work Product:* All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Service Provider or Service Provider's subcontractors, Service Providers, and other agents in connection with this Agreement shall be the property of Water Agency. Water Agency 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, Service Provider shall promptly deliver to Water Agency all such documents, which have not already been provided to Water Agency in such form or format as Water Agency deems appropriate. Such documents shall be and will remain the property of Water Agency without restriction or limitation. Service Provider 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 Water Agency.

15. PREVAILING WAGES

- 15.1. *General:* Service Provider shall pay to any worker on the job for whom prevailing wages have been established an amount equal to or more than the general prevailing rate of per diem wages for (1) work of a similar character in the locality in which the work is performed and (2) legal holiday and overtime work in said locality. The per diem wages shall be an amount equal to or more than the stipulated rates contained in a schedule that has been ascertained and determined by the Director of the State Department of Industrial Relations and Water Agency to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this Agreement. Service Provider shall also cause a copy of this determination of the prevailing rate of per diem wages to be posted at each site work is being performed, in addition to all other job site notices prescribed by regulation. Copies of the prevailing wage rate of per diem wages are on file at Water Agency and will be made available to any person upon request.
- 15.2. *Compliance Monitoring and Registration:* This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Service Provider shall furnish and shall require all subcontractors to furnish the records

specified in Labor Code section 1776 (e.g. electronic certified payroll records) directly to the Labor Commissioner in a format prescribed by the Labor Commissioner at least monthly (Labor Code section 1771.4(a)(3)). Service Provider and all subcontractors performing work that requires payment of prevailing wages shall be registered and qualified to perform public work pursuant to Labor Code section 1725.5 as a condition to engage in the performance of any services under this Agreement.

- 15.3. *Subcontracts:* Service Provider shall insert in every subcontract or other arrangement which Service Provider may make for performance of such work or labor on work provided for in the Agreement, provision that Subcontractor shall pay persons performing labor or rendering service under subcontract or other arrangement not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed in the Labor Code. Pursuant to Labor Code section 1775(b)(1), Service Provider shall provide to each Subcontractor a copy of sections 1771, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code.
- 15.4. *Compliance with Law:* Service Provider stipulates that it shall comply with all applicable wage and hour laws, including without limitation Labor Code sections 1725.5, 1775, 1776, 1777.5, 1813, and 1815 and California Code of Regulations, Title 8, section 16000, et seq.

16. DEMAND FOR ASSURANCE

- 16.1. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article 15 limits Water Agency's right to terminate this Agreement pursuant to Article 8 (Termination).

17. ASSIGNMENT AND DELEGATION

- 17.1. *Consent:* Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the

other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

- 17.2. *Subcontracts:* Notwithstanding the foregoing, Service Provider may enter into subcontracts with the subService Providers specifically identified herein. If no subService Providers are listed, then no subService Providers will be utilized in the performance of the work specified in this Agreement.
- 17.3. *Change of Subcontractors or SubService Providers:* If, after execution of the Agreement, parties agree that subService Providers not listed in Paragraph 17.2 will be utilized, Service Provider may enter into subcontracts with subService Providers to perform other specific duties pursuant to the provisions of this Paragraph 17.3. The following provisions apply to any subcontract entered into by Service Provider other than those listed in Paragraph 17.2 above:
- a. Prior to entering into any contract with subService Provider, Service Provider shall obtain Water Agency approval of subService Provider. Water Agency's Board of Directors must approve the selection of any subService Provider if the amount payable to subService Provider under the agreement exceeds \$25,000. In connection with such approval, Service Provider shall provide Water Agency with copies of the responses to Service Provider's Request for Proposals (RFP) to subService Providers, the names of key personnel who will be performing work under the agreement, and an explanation of Service Provider's reasons for choosing the recommended subService Provider based upon the criteria in the RFP.
 - b. All agreements with subService Providers shall (a) contain indemnity requirements in favor of Water Agency in substantially the same form as that contained in Article 9, (b) contain language that the subService Provider may be terminated with or without cause upon reasonable written notice, and (c) prohibit the assignment or delegation of work under the agreement to any third party.
- 17.4. *Summary of SubService Providers' Work:* Service Provider shall provide Water Agency with a summary of work performed by subService Providers with each invoice submitted under Paragraph 6.3. Such summary shall identify the individuals performing work on behalf of subService Providers and the total amount paid to subService Provider, broken down by the tasks listed in the Scope of Work.

18. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS, AND MAKING PAYMENTS

- 18.1. *Method of Delivery:* All notices, bills, and payments shall be made in writing and shall be given by personal delivery, U.S. Mail, courier service, or electronic means. Notices, bills, and payments shall be addressed as specified in Paragraph 4.2.

- 18.2. *Receipt:* 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 electronic means, 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 deposited in the U.S. mail and postmarked on the date of the electronic transmission (for a payment, on or before the due date), (2) the sender has a written confirmation of the electronic transmission, and (3) the electronic transmission 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 18.

19. **MISCELLANEOUS PROVISIONS**

- 19.1. *No Bottled Water:* In accordance with Water Agency Board of Directors Resolution No. 09-0920, dated September 29, 2009, no Water Agency funding shall be used to purchase single-serving, disposable water bottles for use in Water Agency facilities or at Water Agency-sponsored events. This restriction shall not apply when potable water is not available.
- 19.2. *No Waiver of Breach:* The waiver by Water Agency of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.
- 19.3. *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. Service Provider and Water Agency 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. Service Provider and Water Agency acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.
- 19.4. *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.
- 19.5. *No Third-Party Beneficiaries:* Except as provided in Article 9 (Indemnification), nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

- 19.6. *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 in the forum nearest to the city of Santa Rosa, in the County of Sonoma.
- 19.7. *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.
- 19.8. *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. Each Party acknowledges that, in entering into this Agreement, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.
- 19.9. *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.
- 19.10. *Time of Essence:* Time is and shall be of the essence of this Agreement and every provision hereof.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date last signed by the parties to the Agreement.

Reviewed as to funds:

TW 16/17-158

By: _____
Water Agency Division Manager -
Administrative Services

Approved as to form:

By: _____
Adam Brand, Deputy County Counsel

Insurance Documentation is on file with
Water Agency

Date/TW Initials: _____

Sonoma County Water Agency

Aqua-Tech Company, a general partnership

By: _____
Michael Thompson
Interim General Manager
Authorized per Water Agency's Board of
Directors Action on September 12, 2017

By: _____

(Please print name here)

Date: _____

Title: _____

Date: _____

Exhibit A

Agreement Memorandum No. _____

TW 16/17-158

Service Provider shall perform the services as outlined in Exhibit B (Scope of Work) of the Agreement and as modified below, if applicable, within the times or by the dates provided for herein. The amount of work (including materials) under this Agreement Memorandum shall not exceed \$40,000 unless approved by County Counsel.

- A. Date of Initiation Conference:
- B. Project Manager Name:
- C. Project Manager Phone:
- D. Project Manager E-mail:
- E. Project Name:
- F. Project Location:
- G. Project-Activity Code:
- H. Schedule for receipt of deliverables:
 - Draft Report Due:
 - Final Report Due:
- I. Not-to-exceed amount for this Agreement Memorandum:
- J. List of key personnel or authorized subcontractors, if applicable:
- K. Modifications to Exhibit B (Scope of Work), additional requirements, or attach additional sheet:
- L. Funding Requirements, if any: See Attached.

Aqua-Tech Company

☐ **Sonoma County Water Agency**

By: _____

Reviewed by Project Manager:

Title: _____

By: _____

Date: _____

By: _____

Wendy Gjestland, Agreement Administrator

Water Agency copies to:
Accounting and Records
Joan Hultberg
Jake Spaulding

Date: _____

Exhibit B

Scope of Work

1. COMMENCEMENT OF WORK

- 1.1. Service Provider is authorized to proceed with work upon receipt of each Agreement Memorandum.

2. GENERAL TASKS

- 2.1. Requested services may include, but are not limited to, the following:
 - a. Provide professional diving services in Water Agency's tanks and caissons for minor repairs, installation of equipment, assistance during studies, and other tasks as requested by Water Agency.
 - b. Accomplish work with the tank or caisson full of water.
 - c. The tank or caisson will be taken out of service by Water Agency with the valves closed and locked out for the duration of the cleaning and inspection.
 - d. Water Agency will be responsible for disposal of sediment.

3. COLLECTOR WELLS SERVICES

- 1.1 Inspection and Maintenance Activities:
 - a. Provide a monitor for viewing of the maintenance activities real-time.
 - b. Take still photographs (35mm) of significant features.
 - c. Provide all permits necessary, except the discharge permit issued by the North Coast Regional Water Quality Control Board, which Water Agency will obtain, if necessary.
 - d. Use ANSI/NSF Standard 60 approved sanitation methods for personnel and equipment that comes in contact with the water supply or that potentially could come into contact with the water supply. Sanitize personnel and equipment to meet AWWA requirements.
 - e. Service Provider shall ensure that the water quality at Water Agency's water supply facilities located at the site is protected from contamination at all times during work. Protective measures shall include, but not be limited to, securing covers on storage facilities and securing or removing containers for contaminants from the site when Service Provider's forces are not present and at the end of each day.
 - f. Service Provider shall videotape maintenance activities.
 - g. Upon completion of the maintenance activities, Service Provider shall remove equipment and waste from the site and leave the site in original condition.

- 1.2 Collector Well Repair:
 - a. Upon direction by Water Agency Project Manager, Service Provider shall perform minor repair work on caissons
- 3.2. Review and Acceptance of Work Products
 - a. First Draft: Prepare each work product in draft form and submit to Water Agency for review and approval in accordance with the date listed for this deliverable in the applicable Agreement Memorandum. Water Agency will return one copy of the draft work product to Service Provider with comments or approval in writing.
 - b. Subsequent Draft(s): If Water Agency requests revisions, revise the draft work deliverable and resubmit one copy of the draft work deliverable for Water Agency approval.
 - c. Final: Following Water Agency approval and prior to Water Agency's acceptance of work under this Agreement, submit the final approved work deliverable to Water Agency in accordance with the date listed for this deliverable in the applicable Agreement Memorandum.

4. EMERGENCY SERVICES

- 4.1. As-needed Emergency Dive Services at Water Agency facilities
 - a. Service Provider shall perform emergency dive services at various Water Agency facilities on an as-needed basis.
 - b. Response time will be based on critical requirement of emergency service, but no more than 48 hours.

5. DELIVERABLES

- 5.1. Submit one electronic copy in PDF format (emailed or on CD) and three hard copies of each final deliverable to Water Agency.
- 5.2. Comply with requirements of Paragraph 13 (Content Online Accessibility).

Exhibit C

Schedule of Rates

Service/Cost Type	Amount
Inspection of other Water Agency tanks up to 6 mg	\$4,850.00 per day
Inspection of Water Agency water tanks 6 mg or larger	\$4,850.00 per day
Cleaning of Water Agency water tanks, any size (labor only)	\$4,850.00 per day
Containment of discharge water (holding bins)	\$950.00 per day
Delivery of containment bins (subject to increases in fuel charges)	\$275.00 per hour
Dechlorination of discharge water	\$750.00 per 100 tablet bucket
Polymer Treatment for Holding bins	\$550.00 per 10 gallons
Filter bags for discharge of cleaning water (if needed)	\$650.00 each
Cam 17 Sediment analysis (standard 2 week turnaround, quicker Turnaround time may cost more)	\$1,275.00 per sample
Repair of Water Agency water tanks, any size	\$4,850.00 per day
Materials for repairs to Water Agency water tanks	At Cost + 10%
24 hour emergency callout	\$5,650.00 per day + \$275.00 per hour for mobilization to and from Plus overtime wages if permitted
Interior chlorine sanitation of Water Agency water tanks	\$5,650.00 per day plus equip. rental fees
Liquid Chlorine for spray down (nsf approved)	\$425.00 per five gallon container
Stand-by fees	\$275.00 per hour in addition to daily rate of \$4,650.00

Service/Cost Type	Amount
General Diving Services	\$4,850.00 per day
Additional Equipment for General Diving Services and other Commercial Diving Services	At Cost + 10%
Mobilization to job sites (does not include emergency callout)	\$650.00 per individual site
Gas/Oxygen meter or other needed test equipment	At Cost + 10%
Engineering fees/Cathodic Protection Services	At Cost + 10%
Additional equipment rental fees	At Cost + 10%
Services to Water Agency tanks that are drained and empty	\$5,350.00 per day plus additional expenses
Environmental Liability Insurance	At Cost
DIR Payroll Reporting Fee	\$650.00 per assigned DIR Project Number
Robotic Camera-Potable Water Ready	\$3,650.00 per week
Robotic Camera operator	\$3,450.00 per week or \$690.00 per day

Note 1: Water tank cleanings are figured with interior floor sediment up to 1 inch. If sediment is deeper than 1 inch, sticky, pasty, calcified, contains rocks or other debris, coating pieces, sand, filter media, nails, wood or any other unknown debris, the tank cleaning could take additional days. Days will be billed at the above rates. Discharge of water and sediment in this rate sheet is for containment set up/ discharge within 150 feet of tank entry hatch.

Note 2: "Per day" is defined as a three-man dive team working eight hours on-site. The rate does not include mobilization and de-mobilization.

Exhibit D

Insurance Requirements

Service Provider shall maintain and require all of its subcontractors and other agents to maintain the insurance listed below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Service Provider shall not commence Work, nor allow its employees, subcontractors or anyone to commence Work until the required insurance has been submitted and approved by Water Agency. Any requirement for Service Provider to maintain insurance after completion of the Work shall survive this Agreement.

Water Agency reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Water Agency's failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or Water Agency's failure to identify any insurance deficiency shall not relieve Service Provider 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. INSURANCE

1.1. Workers Compensation and Employers Liability Insurance

- a. Required if Service Provider 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 Water Agency.
- e. Required Evidence of Insurance:
 - i. Subrogation waiver endorsement and
 - ii. Certificate of Insurance
- f. If Service Provider currently has no employees as defined by the Labor Code of the State of California, Service Provider 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.

1.2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The General Aggregate shall apply separately to each Project. The required limits may be satisfied by a combination of General Liability Insurance and either

Commercial Excess or Commercial Umbrella Liability Insurance. If Service Provider maintains higher limits than the specified minimum limits, Water Agency requires and shall be entitled to coverage for the higher limits maintained by Service Provider.

- 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 Water Agency. Service Provider is responsible for any deductible or self-insured retention and shall fund it upon Water Agency's written request, regardless of whether Service Provider has a claim against the insurance or is named as a party in any action involving the Water Agency.
- d. Insurance shall be continued for one (1) year after completion of the Work.
- e. Sonoma County Water Agency, its officers, agents, and employees, shall be endorsed as additional insureds for liability arising out of ongoing and completed operations by or on behalf of the Service Provider in the performance of this Agreement. The foregoing shall continue to be additional insureds for (1) year after completion of the Work under this Agreement.
- f. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- g. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).
- h. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against Water Agency.
- i. The policy shall cover inter-insured suits between the additional insureds and Service Provider and include a "separation of insureds" or "severability" clause which treats each insured separately.
- j. Required Evidence of Insurance:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status, and
 - ii. Certificate of Insurance.

1.3. Automobile Liability Insurance

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limit may be satisfied by a combination of Automobile Liability Insurance and either Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos. If Service Provider currently owns no autos, Service Provider 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.

1.4. Contractors Pollution Liability Insurance

- a. Minimum Limits: \$1,000,000 per pollution Incident; \$1,000,000 Aggregate. If Service Provider maintains higher limits than the specified minimum limits, Water Agency requires and shall be entitled to coverage for the higher limits maintained by Service Provider.
- b. The policy shall cover:
 - i. Bodily injury, sickness, or disease sustained by any person, including death;
 - ii. Property damage, including physical injury to or destruction of tangible property including the resulting loss of use thereof;
 - iii. Cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed including diminution of value and natural resources damages;
 - iv. Loss arising from pollutants including but not limited to fungus, bacteria, asbestos, lead, silica, and contaminated drywall;
 - v. Contractual liability coverage for liability assumed by Contractor under a written contract or agreement;
 - vi. Claims arising from owned and non-owned disposal sites utilized in the performance of this Agreement; and
 - vii. Inter-insured suits between the additional insureds and Contractor and shall include a “separation of insureds” or “severability” clause which treats each insured separately.
- 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 Water Agency. Service Provider is responsible for any deductible or self-insured retention and shall fund it upon Water Agency’s written request, regardless of whether Service Provider has a claim against the insurance or is named as a party in any action involving the Water Agency.
- d. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of work.
- e. Service Provider shall maintain the insurance for one (1) year after completion of the work. If the insurance is on a Claims-Made basis, the continuation coverage may be either: (a) a renewal of the existing policy; (b) an extended reporting period endorsement; or (c) a replacement insurance policy with a retroactive date no later than the commencement of the work.
- f. Sonoma County Water Agency and its officers, agents, and employees shall be endorsed as additional insureds for liability arising out of ongoing and completed operations by or on behalf of the Service Provider in the performance of this Agreement. The foregoing shall continue to be

additional insureds for (1) year after completion of work under this Agreement.

- g. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- h. Required Evidence of Coverage:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status,
 - ii. Copy of the endorsement or policy language indicating that coverage is primary and non-contributory, and
 - iii. Certificate of Insurance including an indication of the coverage basis: occurrence or claims-made. If claims-made, the Certificate shall show the policy retroactive date.

1.5. Standards for Insurance Companies

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

1.6. Documentation

- a. The Certificate of Insurance must include the following reference: TW 16/17-158.
- b. Service Provider shall submit all required Evidence of Insurance prior to the execution of this Agreement. Service Provider agrees to maintain current Evidence of Insurance on file with Water Agency as specified in Sections 6.1, 6.2, 6.3, or 6.4 above for the required period of insurance.
- c. The name and address for mailing Additional Insured endorsements and Certificates of Insurance is: Sonoma County Water Agency, 404 Aviation Boulevard, Santa Rosa, CA 95403-9019.
- d. Service Provider shall submit Required Evidence of Insurance 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. Service Provider shall provide immediate written notice if: (1) any of the required insurance policies are terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, Service Provider shall provide certified copies of required insurance policies within thirty (30) days.

1.7. Policy Obligations

- a. Service Provider's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

1.8. Material Breach

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



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: September 12, 2017

Vote Requirement: Majority

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

Staff Name and Phone Number:

Kevin Booker / 521-1865

Supervisory District(s):

First and Second

Title: North Bay Water Reuse Authority Phase II Grant Administration

Recommended Actions:

Adopt a Resolution authorizing the General Manager of the Sonoma County Water Agency, or his designee, to a) sign and file an application with the United States Bureau of Reclamation pursuant to the Water Infrastructure Improvements for the Nation Act for funding the North Bay Water Reuse Program construction activities; b) execute a cooperative agreement with the United States Bureau of Reclamation; and c) take all actions necessary to implement the cooperative agreement.

Executive Summary:

Approval of this item would authorize the General Manager of the Sonoma County Water Agency (Water Agency), or his designee, to file a funding application under Funding Opportunity Announcement No. BOR-DO-17-F028 on behalf of the North Bay Water Reuse Authority (Authority) with the United States Bureau of Reclamation (Bureau) for construction of the City of Petaluma's (City) Ellis Creek Water Recycling Facility Capacity Increase Project, under the Water Infrastructure Improvements for the Nation Act (Act), and would authorize the General Manager, or his designee, to execute a cooperative agreement with Bureau, if the application were approved. In accordance with the Authority's Third Amended MOU, Water Agency acts as the Authority's administrative agency, which includes submitting grant applications and managing grant awards for the 10 member agencies. The City's Ellis Creek Water Recycling Facility Capacity Increase Project is the sole project included in this grant application and seeks to project increase tertiary filtration and disinfection capacity by 2.12 mgd. The total project cost is estimated to be \$9,022,053 and the City is seeking reimbursement of 25%, \$2,255,513, of the construction under this funding application. The City will be responsible for all costs arising from the project, including reimbursing all Water Agency administration costs. The Water Agency will ensure compliance with the funding requirements and pass-through project reimbursements to the City.

Discussion:

On November 6, 2001, the Board of Directors of the Water Agency authorized and directed the General Manager to pursue state and federal funding for water reuse projects that would put recycled water to

beneficial use within Sonoma, Marin, and Napa counties. In 2002, the Water Agency entered into a cooperative agreement with Bureau under the authority of Public Law 102-575, Title XVI, to prepare a feasibility study to assess regional water recycling opportunities for restoration and agricultural irrigation.

Since 2004 Authority, which was established under a Memorandum of Understanding among counties, cities, and local water and sanitation districts, has been coordinating interagency efforts to expand the beneficial use of recycled water in the North Bay Region. Current Authority members include the City of Petaluma, Las Gallinas Valley Sanitary District, Marin County, Marin Municipal Water District, City of American Canyon, Napa County, Napa Sanitation District, North Marin Water District, Novato Sanitary District, Sonoma County Water Agency, and Sonoma Valley County Sanitation District. The Memorandum of Understanding designates the Water Agency as the administrative agency for purposes of carrying out the administrative tasks of the Authority.

The Authority is a cooperative program that builds regional water supply resiliency for all water users by expanding the use of recycled water for agricultural, urban, and environmental uses, thereby reducing reliance on local and imported surface and groundwater and reducing the amount of treated effluent releases to San Pablo Bay. The North Bay Water Reuse Program's (Program) projects provide new, long-term local water supplies that also offer numerous economic and environmental benefits for the region, including:

1. A reliable, new water supply for the region's agriculture;
2. An alternative water supply for irrigation of parks, golf courses, and public landscaping;
3. Increased water for restoration of wetlands and improved in-stream flows for riparian habitat and fisheries recovery;
4. Reduced demand on limited local surface and groundwater supplies;
5. Less discharge of treated wastewater into San Pablo Bay;
6. Reduced demand on potable water imported from the Russian River; and
7. Leveraged, cooperative funding opportunities through regional agency partnering.

Each of the Authority wastewater agencies has recycled water projects, and through partnering with other Authority member agencies, new recycled water customers have been served throughout the Program area.

Under Phase I of the Program, \$25,000,000 has been received in federal grant funding and \$5,886,800 in state grant funding to construct pipeline, reservoirs, pump stations, and upgraded treatment facilities.

The Act was enacted in December 2016, to address water resources infrastructure that is critical to the nation's economic growth, health and competitiveness. The Act allows new water recycling projects to be eligible for federal funding under the WaterSMART Title XVI Program.

The Authority has recently entered Phase II of the Program. The purpose of Phase II is to explore options for expanding the recycled water use, and other water management options, within the North San Pablo Bay region beyond the projects constructed under Phase I of the Program. In 2017, the Bureau reviewed the Title XVI Feasibility Study for the projects proposed for Phase II, found that they meet all the requirements of the Bureau, and transmitted them to Congress. To obtain funding under the Act, the Authority must submit a funding application and, if the application is approved, enter a cooperative

agreement with the Bureau to oversee the projects. The City's Ellis Creek Water Recycling Facility Capacity Increase Project includes facility upgrades at the existing facility to increase tertiary filtration and disinfection capacity from 4.68 to 6.8 mgd (an increase of 2.12 mgd). Project components include 2.12 mgd capacity tertiary filters with associated piping and pumps and UV disinfection lamps. The project will provide 712 AFY of additional tertiary recycled water available for reuse, providing an offset to potable water use in the area. The construction cost is estimated at \$9,022,053, and the City is seeking 25%, \$2,255,513, in cost reimbursement in this application. The City will be responsible for all costs arising from the project, including reimbursing all Water Agency administration costs.

As the Authority administrative agency, the Water Agency would administer the grant on behalf of Authority members. Grant administration includes demonstrating compliance with Title XVI grant provisions, semi-annual financial and narrative reporting, and invoicing. The estimated cost to administer the grant funding is \$19,447 (of which \$13,012 is eligible under the funding guidelines). The Water Agency's administration costs will be paid by Phase II Participating member agencies as stipulated in the North Bay Water Reuse Authority Memorandum of Understanding.

Prior Board Actions:

- 7/18/2017 A) Amend existing delegated authority for the General Manager to execute agreements entered by the Sonoma County Water Agency in its capacity as Administrative Agency of the North Bay Water Reuse Authority to increase from \$25,000 to \$50,000, in line with the current delegated signature authority for Water Agency contracts. B) Link the delegated authority for the General Manager to execute agreements entered into on behalf of the North Bay Water Reuse Authority to the delegated authority for Water Agency contracts for any future changes to the latter.
- 3/17/2015 Resolution of the Board of Directors of the Sonoma County Water Agency, State of California, authorizing the General Manager of the Sonoma County Water Agency, or his designee, to: a) file a grant application to the Bureau of Reclamation's Title XVI Water Reclamation and Reuse Program; b) execute a cooperative agreement with the United States Bureau of Reclamation; and c) take all actions necessary to implement the grant agreement.
- 8/19/2014 Authorize Water Agency's General Manager to execute an agreement with Brown & Caldwell to provide engineering, environmental, and public outreach services for North Bay Water Reuse Authority for the amount of \$3,022,379 (Water Agency share: \$314,558; District share: \$164,780); agreement terminates on June 30, 2017, b) Authorize General Manager to execute an agreement with Charles V. Weir dba Weir Technical Services to provide program management services for North Bay Water Reuse Authority for the amount of \$221,500 (Water Agency share: \$27,688; District share: \$27,688); agreement terminates on June 30, 2017, c) Authorize General Manager to execute an agreement with Virginia Bryant dba Bryant & Associates to provide program development, federal advocacy, and state advocacy services for North Bay Water Reuse Authority for the amount of \$942,600 (Water Agency share: \$81,866; District share: \$118,582); agreement terminates on June 30, 2017, d) Authorize expenditure of Sonoma Valley County Sanitation District funds for District's portion of costs for the above professional service agreements with Authority-selected consultants.
- 5/20/2014 Resolution authorizing the General Manager of the Water Agency, or his designee, to: a) file a grant application for funding the North Bay Water Reuse Program for development of feasibility studies pursuant to Title XVI Water Reclamation and Reuse Program; b) execute a

cooperative agreement with the Reclamation; and c) take all actions necessary to carry out the project and implement the grant agreement.

Strategic Plan Alignment Goal 3: Invest in the Future

The North Bay Water Reuse Program's projects align with the County's goal of investing in the Future. The Program will provide an alternative source of water for agricultural irrigation in Sonoma County.

Water Agency Water Supply Goals and Strategies, Goal 2: Protect the Water Agency's existing water rights and our clean, high-quality water supply, and improve system resiliency by continuing to develop alternative supplies.

Fiscal Summary

Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses	5,000	2,038,981	227,726
Additional Appropriation Requested			
Total Expenditures	5,000	2,038,981	227,726
Funding Sources			
General Fund/WA GF			
State/Federal	836	2,029,033	225,644
Fees/Other	4164	9,949	2,082
Use of Fund Balance			
Contingencies			
Total Sources	5,000	2,038,981	227,726

Narrative Explanation of Fiscal Impacts:

The project cost is estimated at \$9,009,041 in City costs and \$13,012 in eligible Water Agency administration costs for a total cost of \$9,022,053. The application seeks 25% (\$2,255,513) in cost reimbursement. \$2,252,260 will be passed on to the City and \$3,253 will remain with the Water Agency. The City will be responsible for all costs arising from the project including reimbursing Water Agency for administration costs not reimbursed by the Bureau. This includes \$9,759 in non-reimbursed grant eligible costs and overhead costs in excess of the 10% de minimis federal indirect cost rate which is estimated at \$6,435. Therefore, the City is expected to owe the Water Agency an additional \$16,194 over the course of the project. Water Agency anticipates billing the City in arrears on an annual basis and requesting final payment at grant closeout in FY19-20.

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

rw S:\Agenda\agrees\09-12-2017 WA North Bay Water Reuse Authority
Phase II_summ.docm

CF/71-700-16 US Bureau of Reclamation (Grant Agree for Title XVI Water
Recycling Projects Under the WIIN Act Program: Phase II Construction - City of
Petaluma) FP-00204 (ID 6823)

Date: September 12, 2017

Item Number: _____
Resolution Number: _____

☐ 4/5 Vote Required

Resolution Of The Board Of Directors of the Sonoma County Water Agency, State Of California, authorizing the General Manager of the Sonoma County Water Agency, or his designee, to a) sign and file an application with the United States Bureau of Reclamation pursuant to the Water Infrastructure Improvements for the Nation Act (WIIN) for funding the North Bay Water Reuse Program construction activities; b) execute a cooperative agreement with the United States Bureau of Reclamation; and c) take all actions necessary to implement the cooperative agreement.

Whereas, the Sonoma County Water Agency (Water Agency) wishes to promote and expand the beneficial use of recycled water in the North San Pablo Bay Region thereby promoting the conservation of limited surface and groundwater resources; and

Whereas, the Water Agency, Sonoma Valley County Sanitation District, Napa Sanitation District, Novato Sanitary District, County of Napa, North Marin Water District, City of American Canyon, City of Petaluma, Marin Municipal Water District, County of Marin and Las Gallinas Valley Sanitary District, collectively known as the North Bay Water Reuse Authority, signed a Memorandum of Understanding to assess and implement regional water recycling opportunities to offset potable water; and

Whereas, the Memorandum of Understanding designates the Water Agency as the administrative agency for purposes of carrying out the administrative tasks of the North Bay Water Reuse Authority; and

Whereas, The Bureau of Reclamation released a new funding opportunity for Title XVI water recycling projects under the Water Infrastructure Improvements for the Nation Act (P.L. 114-322). The WIIN Act was enacted in December 2016, to address water resources infrastructure that is critical to the nation's economic growth, health and competitiveness; and

Whereas, the North Bay Water Reuse Authority conducted a study to assess the feasibility of implementing its Phase II regional water recycling construction

projects; and

Whereas, North Bay Water Reuse Authority Title XVI Feasibility Study has been reviewed by the Bureau of Reclamation and found to meet all the requirements of the Bureau; and

Whereas, The Bureau of Reclamation has established procedures and criteria necessary to administer the program; and

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

Whereas, the North Bay Water Reuse Authority Board of Directors, at its January 27, 2014 meeting approved of the Water Agency submitting applications on behalf of the North Bay Water Reuse Authority.

Whereas, the North Bay Water Reuse Authority is seeking to apply for funding for water recycling projects under the WIIN Act; and

Whereas, if the application is approved, North Bay Water Reuse Authority will be required to execute a cooperative agreement with the Bureau of Reclamation to carry out the projects identified in the application,

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

1. The General Manager of the Water Agency, or his designee, is hereby authorized to sign and file an application with the Bureau of Reclamation for funding construction projects for the North Bay Water Reuse Program, under the Bureau's Title XVI Water Reclamation and Reuse Program.
2. The General Manager of the Water Agency, or his designee, is hereby authorized to execute a cooperative agreement with the Bureau of Reclamation.
3. The General Manager of the Water Agency, or his designee, is hereby authorized take all actions necessary to implement the cooperative agreement.

Resolution #
Date: September 12, 2017
Page 3

Supervisors:

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

So Ordered.

ATTEST:

Clerk of the Board of Supervisors



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Directors, Sonoma County Water Agency

Board Agenda Date: September 12, 2017

Vote Requirement: 4/5

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

Staff Name and Phone Number:

Mike West 524-1178

Supervisorial District(s):

Title: Dry Creek Habitat Enhancement, Phase II & III Part 1 Flood Damage Repairs

Recommended Actions:

Authorize Sonoma County Water Agency's General Manager to approve change orders with McCullough Construction, Inc. for construction of repairs to portions of the second (Phase II) and third (Phase III) miles of Dry Creek Habitat Enhancements constructed in 2016 that were damaged by the sustained high flows during the 2016/2017 wet season. The work involves \$185,000 for repair of Phase III site 2C, and \$800,000 for repair of sites 8C and 8D in Phase II.

Executive Summary:

The Water Agency and the US Army Corps of Engineers (Corps) have undertaken a Section 7 consultation under the Federal Endangered Species Act with the National Marine Fisheries Service. The purpose of the consultation was to assess the ongoing water supply, flood control, and channel maintenance operations conducted in the Russian River Watershed by the Water Agency, the Corps, and the Mendocino County Russian River Flood Control District. In September 2008, the National Marine Fisheries Service issued the resulting Russian River Biological Opinion based on the results of the Section 7 consultation.

The Russian River Biological Opinion requires the creation of a total of six miles of enhanced coho salmon and steelhead habitat along Dry Creek. The first three miles of habitat enhancement must be completed by 2018. These enhancements will support the federally protected species while allowing the continued flow of Lake Sonoma water down Dry Creek at levels sufficient to provide water supply for over 600,000 residents of Sonoma and Marin counties that receive water from the Sonoma County Water Agency. This item will allow for implementation of adaptive management measures and repairs necessary to address the damage to the portions of Phase II and Phase III (mile 2 and 3) constructed in 2016 from the sustained high flows that occurred in Dry Creek during the extremely wet winter of 2016/2017, which included a County-declared flood emergency. Implementation of these measures is necessary in order to receive full habitat credit for the portions of Phase II and Phase III constructed in 2016.

Discussion:

The Dry Creek Habitat Enhancement Project Miles 2 and 3 (Project) is one component of the 2008 National Marine Fisheries Service's Russian River Biological Opinion, which is a federally mandated 15-year blueprint to help save endangered fish and preserve the Water Agency's regional water supply. The Russian River Biological Opinion requires a total of six miles of habitat enhancement be created in Dry Creek to provide improved summer and winter rearing conditions for coho and steelhead. Per the schedule in the Biological Opinion, the first three miles of habitat are to be constructed by the end of 2018.

Phases II and III of the Dry Creek Habitat Enhancement Project represent the 2nd and 3rd mile of habitat enhancements that are due to be completed in 2018. The habitat features constructed as part of Phases II and III during 2016 were severely damaged by sedimentation and erosion during the sustained high flows that occurred during the 2016/2017 wet season. These freshly-constructed sites had minimal vegetation cover and were subjected to the strongest flood flows in Dry Creek since 2006. As required by the Biological Opinion, the Water Agency, National Marine Fisheries Service, and California Department of Fish and Wildlife prepared a Dry Creek Adaptive Management and Monitoring Plan (Plan) in May 2014. The Plan describes habitat enhancement goals, monitoring objectives, and performance metrics. Due to damage sustained during high flows, several Phase II and III sites do not pass the effectiveness monitoring requirements described in the Plan. Water Agency staff and consultants have developed plans for adaptive management measures to repair the damaged sites. The measures include removal of sedimentation from channels or alcoves, repair of erosion and damage to log structures, incorporation of new features created during the high flows, and modifications to improve performance in the future. The intent of the modifications is to make the habitat features more resilient to future long duration high flow events like those experienced in the winter of 2016/2017.

Making the required repairs during the current 2017 construction season will allow the Water Agency to: receive full credit toward the 2018 three mile requirement in the Biological Opinion; reduce costs by utilizing the construction contractor, McCullough Construction, Inc., already working on other Dry Creek sites; and maintain positive relationships with private landowners.

SERVICES TO BE PERFORMED

Under the proposed amended agreement, the Contractor will repair damages to Feature 2C of Reach 2 (Phase III, Part 1) and Features C and D of Reach 8 (Phase II, Part 1) that occurred during the 2016/2017 wet season. The measures will include regrading of the backwater areas and side-channels, installation of new large woody debris features, isolation of work areas from the live stream and dewatering of work areas, construction of in-channel features such as boulder fields and riffles, repair of banks in both the main channel and the constructed side channel, and modifications to project design to improve future performance. All of these items are necessary for the Water Agency to achieve what is required to meet the objectives and timeline of the Biological Opinion.

SELECTION PROCESS

The Phase II Part 1 Project was advertised for bids on February 18, 2016. Three bids were opened on March 31, 2016. The lowest responsive and responsible bid was \$3,243,639 from McCullough Construction Inc. and was \$405,261 below the Engineer's Estimate.

Bids for the Phase III Part 1 Project were opened on May 3, 2016. The lowest responsive and responsible bid was \$2,297,681 from McCullough Construction Inc. and was \$102,851 above the Engineer's Estimate.

RECOMMENDATION

Water Agency staff recommend that the Board authorize the Water Agency's General Manager to approve the following in order to repair the high-flow impacts to the portions of Phases II and III that were constructed in 2016 so that these sites pass effectiveness monitoring and qualify for habitat credit under the Biological Opinion.

1. Change order for time and material expenses not to exceed \$800,000 with McCullough Construction, Inc. for Dry Creek Phase II Part 1
2. Change order for time and material expenses not to exceed \$185,000 with McCullough Construction, Inc. for Dry Creek Phase III Part 1

Prior Board Actions:

07/11/2017: Approved a Third Amended Agreement for Dry Creek Habitat Enhancement Phase II engineering and design services with Inter-Fluve for an amount of \$189,764 which included design of repairs and adaptive management measures for sites 8C and 8D.

05/10/2016: Approved Agreement with McCullough Construction, Inc. for Phase II Part 1

06/14/2016: Approved Agreement with McCullough Construction, Inc. for Phase III Part 1

02/02/2016: Approved Agreement for Procurement of Large Woody Debris for Dry Creek Habitat Enhancement Project (Miles 2 and 3 – Phase One).

02/02/2016: Approved an amended agreement between Water Agency and Inter-Fluve, Inc. for engineering and design services for the Dry Creek Habitat Enhancement Project. Cost \$254,073, no change to term end date of December 31, 2017.

02/02/2016: Board Action Authorizing General Manager to execute agreements between the Water Agency and the lowest bidders for the Purchase of Large Woody Debris for the Dry Creek Habitat Enhancement Project Miles 2 and 3.

01/28/2014: Approved agreement between Water Agency and Inter-Fluve for engineering and design services for the Dry Creek Habitat Enhancement Project Cost \$929,395; term end December 31, 2017.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

The Project will accomplish habitat enhancement of six miles of Dry Creek to provide near ideal summer rearing conditions for coho and steelhead while maintaining operational steady state discharge for water supply purposes.

Water Agency 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. Environmental enhancement of Dry Creek is part of a suite of projects that the Water Agency is conducting in compliance with the Biological Opinion. This compliance is necessary in order to protect the Water Agency's existing water rights, and to continue to provide high-quality water supplies.

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses	\$985,000		
Additional Appropriation Requested			
Total Expenditures	\$985,000		
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other	\$985,000		
Use of Fund Balance			
Contingencies			
Total Sources	\$985,000		
Narrative Explanation of Fiscal Impacts:			
Budgeted amount of \$985,000 is available from FY 2017/2018 appropriations for the Warm Springs Dam Special Revenue fund for design and construction of the Phase II and III projects. Warm Springs Dam Special Revenue fund is funded by dedicated property tax revenues. No additional appropriation is required.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Related Items “On File” with the Clerk of the Board:			



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 Supervisors, the Board of Directors of the Sonoma County Water Agency, and the Russian River County Sanitation District

Board Agenda Date: September 12, 2017

Vote Requirement: Majority

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

Staff Name and Phone Number:

Brooke Koop (707) 565-3294

Supervisory District(s):

Title: Fiscal Year 2017-18 Tax Rates

Recommended Actions:

1. Adopt Concurrent Resolution of the Board of Supervisors of the County of Sonoma, the Board of Directors of the Sonoma County Water Agency, and the Board of Directors of the Russian River County Sanitation District setting the Fiscal Year 2017-18 tax rates for all debt service funds within their jurisdictions.
2. Adopt Resolution of the Board of Supervisors, County of Sonoma, setting the Fiscal Year 2017-18 unitary, operating non-unitary, and railroad unitary tax rate for voter approved indebtedness.

Executive Summary:

On or before October 3 of each year, the Sonoma County Board of Supervisors sets Tax Rates for Debt Service Funds within Special Districts governed by the Boards of Directors (Sonoma County Water Agency and Sanitation Zones and the Russian River County Sanitation District) and applicable School Districts. These rates are levied to provide taxing agencies with the necessary revenue to pay the annual principal and interest charges on voter-approved indebtedness.

Discussion:

Once approved by the Board of Supervisors, the rates are used to determine the ad valorem (percentage of value) charge on taxable secured parcels within the boundary of applicable debt service agencies. The tax bill amount is determined by multiplying the tax rate by one percent of the assessed property value of each taxable parcel. As an example, a tax rate of 0.0500 will result in a charge of \$50 per \$100,000 of assessed value.

Occasionally, the rates will fluctuate based on scheduled increases in principal and interest payments, changes to assessed values and adjustments to reserve requirements. In order to keep the Tax Rates

from fluctuating significantly, fund balance may be utilized over future periods in accordance with Section 15250 of the Education Code, State of California to smooth the rates.

In the case of multi-county School Districts, the Board of Supervisors adopts the rates equivalent to those approved by the Board of Supervisors of the governing counties. Tax Rates from these counties are unavailable at this time. Approval of this resolution package will set Tax Rates equivalent to those eventually approved by the governing bodies.

The Board of Supervisors also annually adopts a tax rate to cover unitary, operating non-unitary and railroad unitary voter approved indebtedness. Unitary, operating non-unitary, and railroad unitary are classifications of land, improvements, and personal property assessed by the State Board of Equalization. Below is a list of what each classification includes:

- Unitary includes an integrated system of property items owned or leased by the state assessee and used in its primary operation such as the transmission of information by cellular or telephone or the transmission or distribution of electricity.
- Operating non-unitary property is owned by a state assessee, but not used or needed in its primary operation
- Railroad unitary includes rights-of- way, easements for rights-of-way, and railroad property which is being leased to others.

The unitary debt service tax rate is calculated by the Auditor-Controller based on an average of all the debt service rates for the unitary, operating non-unitary, and railroad unitary (utility) tax roll, as required by Section 100 of the Revenue and Taxation Code. The debt service burden is distributed equally between the utility companies.

Calculations for these rates are on file at the Auditor-Controller-Treasurer-Tax Collector's office.

Annually, the Board sets rates for debt service funds and the unitary, operating non-unitary, and railroad unitary tax roll. September 20, 2016, the board set the rates for debt service funds and the unitary, operating non-unitary, and railroad unitary tax roll for FY16-17.

Goal 2: Economic and Environmental Stewardship

Approval of the tax rates allows the County to collect the necessary revenue to pay voter approved and state assessed debt service amounts.

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
This tax rate approval process has no impact on revenues currently budgeted in Fiscal Year 2017-18.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Attachment 1 - Resolution approving FY 2017-18 Debt Service tax rates Attachment 2 – Fiscal Year 2017-18 Debt Service Tax Rates - Exhibit “A”. Attachment 3 - Resolution approving FY 2017-18 Unitary, Operating Non-Unitary, and Railroad Unitary tax rates			
Related Items “On File” with the Clerk of the Board:			



County of Sonoma

State of California

Date: September 12, 2017

Item Number: _____

Resolution Number: _____



4/5 Vote Required

Concurrent Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, the Board of Directors of the Sonoma County Water Agency, And the Board of Directors of the Russian River County Sanitation District Setting The Fiscal Year 2017-18 Tax Rates For All Debt Service Funds Within Their Jurisdictions.

Whereas, the Board is required to set the Fiscal Year 2017-18 Tax Rates for all Debt Service Funds within the Special Districts governed by the Board and applicable School Districts, and

Whereas, the Tax Rates necessary to produce an amount sufficient to cover Debt Service requirements are listed in Exhibit "A",

Now, Therefore, Be It Resolved and ordered by the Board of Supervisors of the County of Sonoma, the Board of Directors of the Sonoma County Water Agency, and the Board of Directors of the Russian River County Sanitation District that the Tax Rates listed in Exhibit "A" be used as the Fiscal Year 2017-18 Tax Rates for all Debt Service Funds within their jurisdictions, in accordance with Section 29100 of the Government Code, State of California.

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

FISCAL YEAR 2017-18 DEBT SERVICE TAX RATES

1. Under Board of Supervisors Jurisdiction:

Fund Code	Description	Last Year's (16-17) Tax Rate	This Year's (17-18) Tax Rate
<u>SCHOOL DISTRICT BONDS:</u>			
93705	Bellevue Elem 1996	.0485	.0485
93710	Bellevue Elem 2008	.0140	.0160 (a)
93715	Bellevue Elem 2008 QSCB	.0088	.0100 (a)
93717	Bellevue Elem 2014	.0145	.0145
93725	Bennett Valley Elem 1995	.0170	.0180 (a)
93730	Bennett Valley Elem 2010	.0270	.0270
93733	Cinnabar Elem 2014	.0270	.0260
93735	Forestville Elem 2001	.0400	.0390
93740	Forestville Elem 2010	.0230	.0220
93745	Gravenstein Un Elem 1997	.0120	.0110
93746	Gravenstein Un Elem 2012	.0285	.0275
93750	Guerneville Elem 2012	.0255	.0255
93751	Guerneville Elem 2016	.0000	.0300 (b)
93755	Harmony Un Elem 1997	.0100	.0090
93760	Horicon Elem 1996	.0290	.0270
93765	Liberty Elem 2004	.0300	.0300
93770	Mark West Elem 2002	.0250	.0250
93775	Mark West Elem 2010	.0100	.0100
93780	Oak Grove Elem 1991	.0040	.0040
93781	Oak Grove Elem 2014	.0240	.0240
93785	Old Adobe Elem 1995	.0240	.0230
93790	Old Adobe Elem 2012	.0290	.0260
93791	Old Adobe Elem 2016 BAN	.0000	.0020 (b)
93795	Petaluma Elem 1991	.0340	.0250
93796	Petaluma Elem 2014	.0070	.0060
93800	Piner-Olivet Elem 1995	.0690	.0690
93805	Piner-Olivet Elem 2010	.0220	.0220
93810	Rincon Valley Elem 2004	.0220	.0210
93812	Rincon Valley Elem 2014	.0260	.0280 (b)
93811	Roseland Elem 2012	.0270	.0250
93820	Santa Rosa Elem 1997	.0085	.0080
93815	Santa Rosa Elem 2002	.0120	.0120
93816	Santa Rosa Elem 2014	.0290	.0270
93825	Sebastopol Elem 2001	.0330	.0310
93826	Sebastopol Elem 2012	.0000	.0045 (b)
93830	Twin Hills Elem 1999	.0290	.0290
93840	Twin Hills Elem 2010 CREB	.0030	.0015
93845	Wilmar Un Elem 2012	.0290	.0280
93860	Wright Elem 1992	.0285	.0285
93865	Wright Elem 2012	.0300	.0290
93870	West So Co High 1996	.0120	.0110
93880	West So Co High 2010 CREB	.0005	.0010 (a)
93875	West So Co High 2010	.0050	.0050
93890	Healdsburg Unified 1994/2002	.0380	.0380
93895	Healdsburg Unified 2002 SFID	.0340	.0340
93901	Healdsburg Unified 2016	.0000	.0430 (b)
93905	Petaluma High 1992	.0360	.0360
93906	Petaluma High 2014	.0100	.0260 (b)
93910	Santa Rosa High District 1991	.0260	.0240
93915	Santa Rosa High District 2002	.0160	.0150
93916	Santa Rosa High District 2014	.0290	.0200
93920	Cloverdale Unified 1999	.0055	.0055
93925	Cloverdale Unified 2010	.0365	.0360
93930	Cotati-Rohnert Park Unified 1990	.0970	.0930
93931	Cotati-Rohnert Park Unified 2014	.0420	.0290
93932	Cotati-Rohnert Park Unified 2016	.0000	.0450 (b)
93935	Geyserville Unified 1995	.0025	.0025
93940	Geyserville Unified 2008	.0140	.0130

Fund Code	Description	Last Year's (16-17) Tax Rate	This Year's (17-18) Tax Rate
93950	Sonoma Valley Unified 1994	.0320	.0290
93955	Sonoma Valley Unified 2010	.0120	.0120
93956	Sonoma Valley Unified 2016	.0000	.0425 (b)
93960	Windsor Unified 1994	.0660	.0650
93965	Windsor Unified 2008	.0470	.0470
93970	Windsor Unified 2008 QSCB	.0110	.0110
93976	Windsor Unified 2016	.0000	.0490 (b)
93980	Sonoma County Junior College 2002	.0150	.0140
93981	Sonoma County Junior College 2014	.0250	.0230
81185	Point Arena High (Mendocino)	.0190	- (c)
81190	Calistoga Joint Unified - 1995 (Napa)	.0065	- (c)
81190	Calistoga Joint Unified - 2010 (Napa)	.0244	- (c)
81190	Napa Valley Community College (Napa)	.0253	- (c)
81195	Shoreline Unified - 2011 (Marin)	.0162	- (c)
81195	Shoreline Unified - 2009 (Marin)	.0272	- (c)

2. Under Board of Directors Jurisdiction:

WATER AGENCY AND SANITATION ZONES:

34105	SCWA - Warm Springs Dam/Russian River Project	.0070	.0070
44515	SCWA - Sanitation - Penngrove	.0090	.0070
44615	SCWA - Sanitation - Geyserville	.0160	.0130

COUNTY SANITATION DISTRICTS:

43204	Russian River Sanitation	.0090	.0050
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- (a) Increase in tax rate needed to cover increases in principal and interest payments.
- (b) New or increased tax rate needed to cover requirements of new bond issue.
- (c) Tax rate used will be equivalent to the one approved by the Board of Supervisors of the governing county.



County of Sonoma

State of California

Date: September 12, 2017

Item Number: _____

Resolution Number: _____



4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Setting
The Fiscal Year 2017-18 Unitary, Operating Non-Unitary, And Railroad Unitary Tax Rate For
Voter Approved Indebtedness.**

Whereas, the Board of Supervisors is required to set the Fiscal Year 2017-18 Tax Rate for the Unitary, Operating Non-Unitary, and Railroad Unitary Tax Roll, and

Whereas, the Tax Rate necessary to produce an amount sufficient to meet the debt service requirements from the Unitary, Operating Non-Unitary, and Railroad Unitary Tax Roll is indicated below:

<u>DESCRIPTION</u>	<u>Last Year's (16-17) Tax Rate</u>	<u>This Year's (17-18) Tax Rate</u>
Unitary, Operating Non-Unitary, & Railroad Unitary Debt Service	.6642	.7982

Now, Therefore, Be It Resolved and ordered by the Board of Supervisors of the County of Sonoma, that the above tax rate be used as the Fiscal Year 2017-18 tax rate for Unitary, Operating Non-Unitary, and Railroad Unitary Tax Roll voter approved indebtedness, in accordance with Section 29100 of the Government Code, State of California.

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: September 12, 2017

Vote Requirement: Majority

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

Staff Name and Phone Number:

Cathy Patton (707) 565-2073

Supervisory District(s):

Title: Quarterly Treasury Financial Report

Recommended Actions:

Review and accept the quarterly Treasury Financial Report for the period of April 1 through June 30, 2017.

Executive Summary:

In accordance with California Government Code Section 53646, the County Treasurer provides quarterly investment reports of Pooled Investment Funds to the Board of Supervisors, to any local agency participating in the fund, and to the Treasury Oversight Committee. The Government Code requires the County Treasurer to certify that sufficient cash flow is available for the next six months to meet the expected demands of all pool participants.

The attached report outlines the current investments of the pool, their market values, weighted average maturity and yields. The report also includes the Treasurer's certification of adequate cash flow.

Discussion:

The Pooled Investment Fund (Fund) is comprised of deposits from multiple public sector agencies throughout the County of Sonoma. The largest participants, which each represent 20-25% of the total Fund are: Trust Funds, School Districts, and the County General Fund. Various Special Districts make up the remainder of the Fund. The County General Fund represents approximately 20% of the Fund and the proportionate share of the interest is approximately \$1.3 million. This is included in the County's annual budget as one of the available General Fund funding sources.

With the primary investment objective being the preservation of capital (in other words, protecting against losses), deposits are strategically invested to provide a reasonable return, pending their use for governmental purposes. A secondary objective is to provide sufficient liquidity to meet all reasonably anticipated operating requirements. And finally, the third objective is to attain a rate of return through

budgetary and economic cycles, consistent with the risk limitation, prudent investment principles and cash flow characteristics mentioned above.

In order to meet these three objectives the Fund is invested in high credit quality debt securities with the majority of maturities under 5 years as prescribed in California Government Code Section 53601. The bulk of the investments held by the Fund are comprised of debt from: U.S. Treasury, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Federal Farm Credit and the Federal Home Loan Banks. As the two primary objectives are safety of capital and liquidity, the interest rate earned by the Fund is commensurate with other funds comprised of investments with high credit quality and relatively short maturities.

The County's rate of return on investments exceeds that of the Local Agency Investment Fund, which is an investment alternative for California local governments, as well as the average rate of return for those counties with similar sized pooled investment funds. Also of note is the use of an outside Treasury consultant who reviews the Fund investments and advises on the reasonableness of the market value, credit risk, maturity distribution and interest rate of return. The use of an outside consultant is to provide an unbiased opinion regarding the Fund activities to the Treasury, Board of Supervisors and tax payers.

	Quarter Ending June 30, 2017
Beginning Fund Balance	\$2,118,966,076
Ending Fund Balance	\$2,217,521,693
Average Daily Fund Balance	\$2,261,913,662
Total Interest Earned (after fees) for the Quarter	\$6,551,568
Quarterly Interest Rate (after fees)	1.162
Quarterly Interest Rate (before fees)	1.237
TOTAL FUNDS MANAGED BY TREASURY <i>(including tobacco endowment, PACE bond investments, active bank accounts and money in transit)</i>	\$2,228,663,158

Staff respectfully submits the quarterly investment report for the quarter ending June 30, 2017, and the Treasurer certifies that the fund allows for adequate cash flow.

Prior Board Actions:

Quarterly with the last 4 reports being presented on May 16, 2017, February 21, 2017, November 15, 2016 and August 30, 2016.

Strategic Plan Alignment Goal 4: Civic Services and Engagement

The quarterly reporting on the County's investment pool provides transparency to the public as well as member agencies, and reflects strong management of the funds that is consistent with the investment objectives.

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
There is no fiscal impact associated with this item. The interest earnings attributable to the County General Fund's proportionate share of the Investment Pool Fund is included in the FY17-18 adopted 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:			
Quarterly Report and Certification of the County Treasurer – Quarter Ending June 30, 2017.			
Related Items "On File" with the Clerk of the Board:			

**QUARTERLY REPORT AND CERTIFICATION
OF THE COUNTY TREASURER
For Quarter Ending June 30, 2017**

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

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

COMPLIANCE CERTIFICATION

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

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



Erick Roeser
Treasurer
County of Sonoma

SONOMA COUNTY POOLED INVESTMENT PROGRAM
For Quarter Ending June 30, 2017

BEGINNING FUND BALANCE (4/01/2017)	\$2,118,966,076
ENDING FUND BALANCE	\$2,217,521,693
AVERAGE DAILY FUND BALANCE	\$2,261,913,662
TOTAL INTEREST EARNED (after fees)	\$6,551,568
INTEREST RATE (after fees)	1.162
INTEREST RATE (before fees)	1.237

TOTAL FUNDS MANAGED BY TREASURY

TOTAL TREASURY BALANCE	\$2,228,663,158
(including tobacco endowment, PACE bond investments, active bank accounts and money in transit)	

SONOMA COUNTY QUARTERLY INVESTMENT REPORT

For Quarter Ending June 30, 2017

INVESTMENT POOL YIELD:

The yield during this quarter is 1.237% before fees and 1.162% after fees.

MARKET VALUE:

The market value of the portfolio as of June 30, 2017, is at 99.68% of cost. The market values are down from the last Quarterly Report. Market values were obtained from SunGard Financial Systems and Bloomberg.

REVERSE REPURCHASE AGREEMENTS:

The pool has no reverse repurchase agreements.

WEIGHTED AVERAGE MATURITY:

The weighted average days to maturity is 569 days.

Excluding SCEIP investments, the weighted average days to maturity is 526 days.

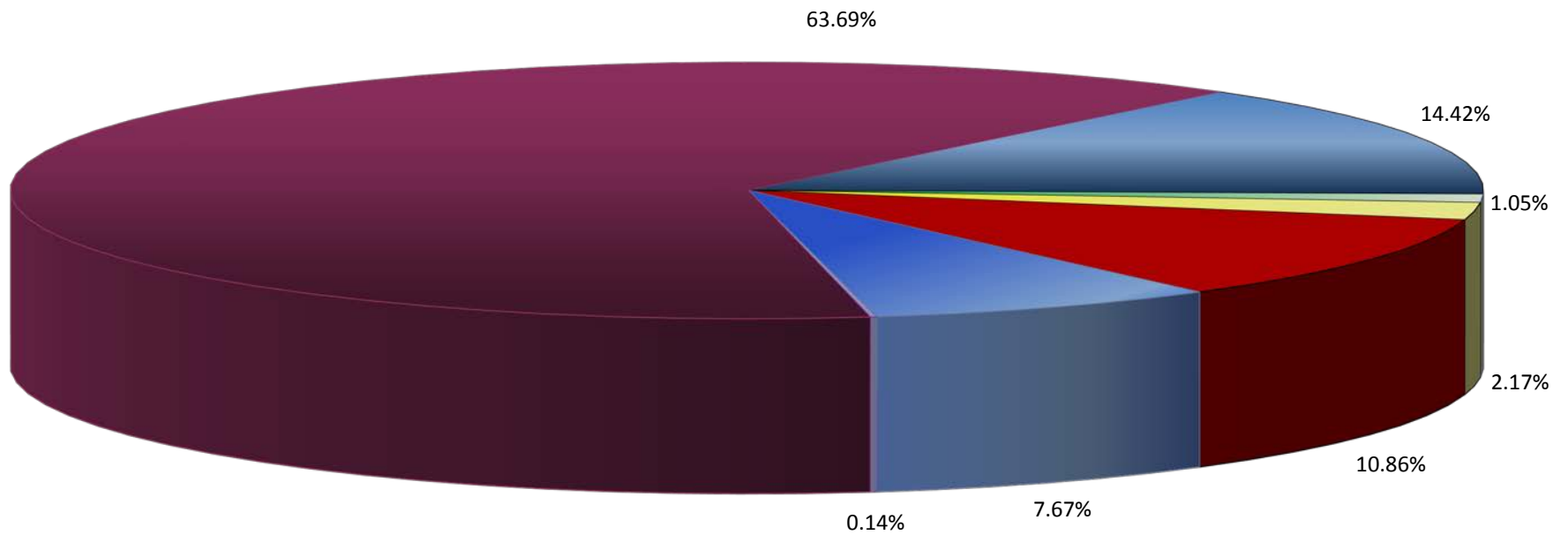
CHARTS:

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

DETAILED LISTING OF INVESTMENTS:

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

SONOMA COUNTY'S POOLED INVESTMENTS AS OF 6/30/2017

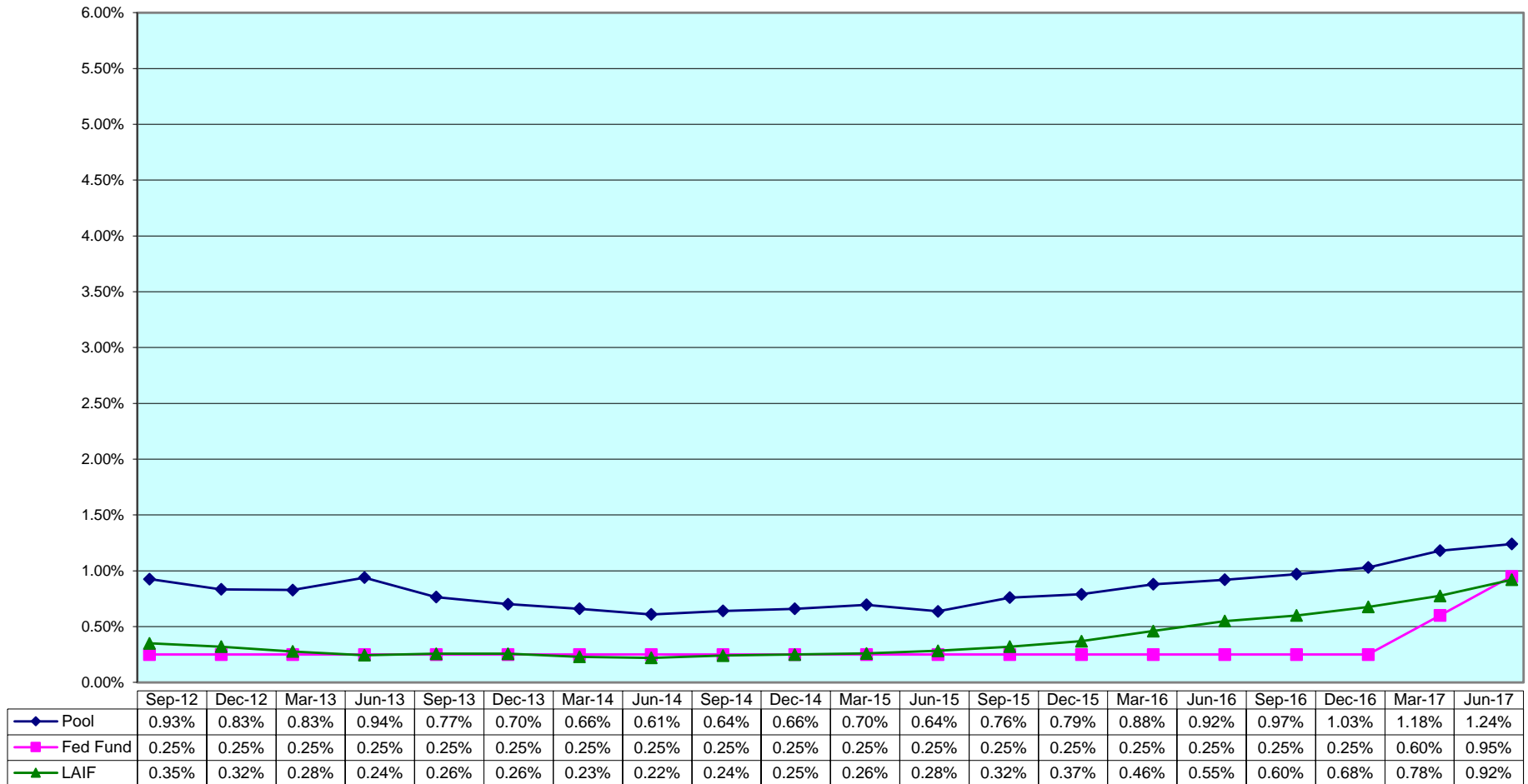


GOVERNMENT POOLS & JPA's
CASH, CHECKS, AND WARRANTS
NEGOTIABLE CERTIFICATES OF DEPOSIT

OTHER GOVERNMENTS
MONEY MARKET MUTUAL FUNDS

TREASURY BILLS AND NOTES
CORPORATE NOTES AND BONDS

SONOMA COUNTY TREASURER INVESTMENT POOL QUARTERLY YIELD COMPARISON



*This does not include special TRAN investments & deferred compensation

Source: County of Sonoma, Office of the Auditor-Controller-Treasurer-Tax Collector

SONOMA COUNTY POOLED INVESTMENTS
AS OF 6/30/2017

	BOOK VALUE
CHECKS AND WARRANTS IN TRANSIT	\$4,669,229
CASH IN VAULT	\$105,677
CASH IN BANK	\$18,522,655
TREASURY BILLS AND NOTES	\$319,767,125
BANKERS ACCEPTANCES	\$0
OTHER GOVERNMENTS	\$1,412,381,771
COMMERCIAL PAPER	\$0
CORPORATE BONDS AND NOTES	\$240,930,828
NEGOTIABLE CERTIFICATES OF DEPOSIT	\$170,000,000
OTHER GOVERNMENT POOLS AND JPA'S	\$3,016,165
MONEY MARKET MUTUAL FUNDS	\$48,128,242
TOTAL	\$2,217,521,693

**SONOMA COUNTY TREASURY POOLED INVESTMENT INVENTORY
AS OF JUNE 30, 2017**



Description	Maturity Date	Purchase Date	Coupon Rate	Trading Yield	Current Par / Shares	Current Book / Shares
TREASURY NOTES	07/15/2017	03/02/2016	.87500	.78016	10,000,000.00	10,000,360.94
TREASURY NOTES	07/31/2017	01/19/2016	2.37500	.80992	15,000,000.00	15,019,150.41
TREASURY NOTES	07/31/2017	03/17/2016	.50000	.87935	15,000,000.00	14,995,368.64
TREASURY NOTES	07/31/2017	03/22/2016	.50000	.77478	15,000,000.00	14,996,633.22
TREASURY NOTES	07/31/2017	04/08/2016	.50000	.64954	50,000,000.00	49,993,883.74
TREASURY NOTES	08/15/2017	04/16/2015	.87500	.63180	10,000,000.00	10,002,970.95
TREASURY NOTES	10/31/2017	11/07/2014	.75000	1.01675	10,000,000.00	9,991,247.70
TREASURY NOTES	10/31/2017	06/04/2015	1.87500	.84878	20,000,000.00	20,067,585.22
TREASURY NOTES	06/15/2018	04/03/2017	1.12500	1.11137	25,000,000.00	25,002,334.39
TREASURY NOTES	10/31/2018	10/31/2016	.75000	.87242	25,000,000.00	24,959,607.79
TREASURY NOTES	10/31/2018	11/18/2016	.75000	1.02578	25,000,000.00	24,909,157.75
TREASURY NOTES	11/30/2018	12/12/2016	1.00000	1.11673	50,000,000.00	49,918,431.18
TREASURY NOTES	02/28/2019	03/08/2017	1.12500	1.32567	25,000,000.00	24,924,012.55
TREASURY NOTES	10/15/2019	10/31/2016	1.00000	1.02417	25,000,000.00	24,986,380.61
SUBTOTAL TREASURY BILLS AND NOTES		14.42%			320,000,000.00	319,767,125.09
FEDERAL FARM CREDIT BANK	07/19/2017	10/20/2015	.68000	.69162	10,000,000.00	9,999,943.57
AIRPORT NOTE 2016-2	08/01/2017	08/15/2016	1.70000	1.70000	2,000,000.00	2,000,000.00
COTATI-ROHNERT PK U	08/01/2017	11/06/2015	1.30000	1.05082	500,000.00	500,104.63
FEDERAL FARM CREDIT BANK	08/17/2017	09/14/2016	.69300	.68436	10,000,000.00	9,936,344.44
GOLD RIDGE RCD	08/31/2017	05/24/2017	2.00000	2.00000	400,000.00	400,000.00
FEDERAL FARM CREDIT BANK	09/22/2017	10/01/2014	1.12500	1.13800	5,000,000.00	4,999,854.93
FEDERAL NATL MTG ASSN	09/27/2017	11/03/2014	1.00000	.98801	20,000,000.00	20,000,565.06
FHLMC	10/13/2017	04/13/2016	.85000	.85000	4,000,000.00	4,000,000.00
FHLMC	10/27/2017	10/30/2015	.72000	.72000	10,000,000.00	10,000,000.00
FHLMC	11/07/2017	02/25/2016	.85000	.85000	10,000,000.00	10,000,000.00
2013 SERIES A	11/15/2017	08/28/2013	1.55000	1.55000	1,715,000.00	1,715,000.00
2013 SERIES B	11/15/2017	08/28/2013	1.55000	1.55000	445,000.00	445,000.00
FEDERAL FARM CREDIT BANK	11/20/2017	11/20/2012	.85000	.85000	10,000,000.00	10,000,000.00
FHLMC	11/24/2017	11/24/2015	.90000	.90000	15,000,000.00	15,000,000.00
FEDERAL HOME LOAN BANK	11/28/2017	11/28/2012	.92000	.92000	5,185,185.20	5,185,185.20
FHLMC	12/20/2017	12/20/2012	.92000	.92000	13,810,000.00	13,810,000.00
FHLMC	01/29/2018	10/29/2015	.85000	.85000	8,000,000.00	8,000,000.00
FEDERAL FARM CREDIT BANK	02/16/2018	05/19/2016	.75000	.94189	20,000,000.00	19,976,170.85
FEDERAL FARM CREDIT BANK	03/06/2018	12/06/2016	1.00000	1.00000	10,000,000.00	10,000,000.00
FEDERAL FARM CREDIT BANK	04/13/2018	10/19/2015	.93000	.94224	10,000,000.00	9,999,054.03
FEDERAL FARM CREDIT BANK	04/18/2018	04/12/2016	.75000	.81812	10,000,000.00	9,994,622.84
AIRPORT NOTE 2017-3	04/25/2018	04/26/2017	2.00000	2.00000	1,000,000.00	1,000,000.00
FEDERAL FARM CREDIT BANK	05/02/2018	11/02/2015	.95000	.95000	10,000,000.00	10,000,000.00
FEDERAL FARM CREDIT BANK	05/02/2018	11/02/2015	.95000	.95000	10,000,000.00	10,000,000.00
FHLMC	05/17/2018	11/17/2015	1.05000	1.05000	15,000,000.00	15,000,000.00
FEDERAL HOME LOAN BANK	05/23/2018	05/23/2016	1.00000	1.00000	25,000,000.00	25,000,000.00
SONOMA COUNTY WATER	07/01/2018	10/29/2015	1.25000	1.15031	395,000.00	395,387.04
FEDERAL FARM CREDIT BANK	07/05/2018	07/05/2016	.78000	.78000	5,000,000.00	5,000,000.00
FEDERAL FARM CREDIT BANK	07/05/2018	07/05/2016	.78000	.78000	10,000,000.00	10,000,000.00
FEDERAL FARM CREDIT BANK	07/18/2018	04/18/2016	1.00000	1.00000	10,000,000.00	10,000,000.00
FHLMC	07/27/2018	10/27/2015	1.00000	1.00000	10,000,000.00	10,000,000.00
FHLMC	07/27/2018	10/27/2015	1.00000	1.00000	15,000,000.00	15,000,000.00
FHLMC	07/27/2018	04/28/2016	1.00000	1.00000	15,000,000.00	15,000,000.00
FHLMC	07/27/2018	05/05/2016	1.00000	1.00000	12,000,000.00	12,000,000.00
FHLMC	07/27/2018	07/27/2016	.85000	.84293	25,000,000.00	25,001,874.65
FEDERAL NATL MTG ASSN	07/27/2018	07/27/2016	.94000	.94000	12,500,000.00	12,500,000.00
FEDERAL HOME LOAN BANK	08/07/2018	07/15/2016	.62500	.78725	25,000,000.00	24,955,822.72
FHLMC	08/10/2018	05/10/2016	1.00000	1.00000	20,000,000.00	20,000,000.00
FHLMC	08/15/2018	01/25/2017	1.00000	1.14496	35,000,000.00	34,943,561.72
FHLMC	08/17/2018	05/17/2016	1.12500	1.12500	10,000,000.00	10,000,000.00
FEDERAL FARM CREDIT BANK	08/23/2018	05/23/2016	1.00000	1.00000	20,000,000.00	20,000,000.00
UNION ELEMENTARY SD	09/01/2018	07/15/2016	2.00700	1.00016	500,000.00	505,801.29
FHLMC	09/28/2018	06/28/2016	1.05000	1.05000	10,250,000.00	10,250,000.00
FEDERAL NATL MTG ASSN	09/28/2018	09/30/2015	1.15000	1.15000	10,000,000.00	10,000,000.00

**SONOMA COUNTY TREASURY POOLED INVESTMENT INVENTORY
AS OF JUNE 30, 2017**



Description	Maturity Date	Purchase Date	Coupon Rate	Trading Yield	Current Par / Shares	Current Book / Shares
FEDERAL NATL MTG ASSN	09/28/2018	09/30/2015	1.15000	1.15000	10,000,000.00	10,000,000.00
FEDERAL FARM CREDIT BANK	10/05/2018	07/15/2016	.96000	.82337	10,000,000.00	10,017,032.03
FEDERAL NATL MTG ASSN	10/26/2018	07/26/2016	1.00000	1.00000	8,000,000.00	8,000,000.00
FEDERAL NATL MTG ASSN	10/29/2018	10/30/2015	1.10000	1.10000	15,000,000.00	15,000,000.00
FEDERAL FARM CREDIT BANK	11/16/2018	11/16/2016	.89000	.97214	20,000,000.00	19,977,633.73
FEDERAL FARM CREDIT BANK	12/28/2018	04/01/2016	1.19000	1.21806	10,000,000.00	9,995,916.59
FEDERAL HOME LOAN BANK	01/03/2019	01/03/2017	1.32000	1.32000	15,000,000.00	15,000,000.00
FEDERAL FARM CREDIT BANK	02/11/2019	02/11/2016	1.20000	1.20000	5,000,000.00	5,000,000.00
FHLMC	02/15/2019	02/15/2017	1.30000	1.30000	15,000,000.00	15,000,000.00
FEDERAL HOME LOAN BANK	02/25/2019	03/02/2017	1.25000	1.38451	15,000,000.00	14,971,425.71
FEDERAL HOME LOAN BANK	03/18/2019	03/17/2017	1.37500	1.43905	25,000,000.00	24,979,708.99
FEDERAL NATL MTG ASSN	03/29/2019	09/30/2015	1.30000	1.30000	10,000,000.00	10,000,000.00
FEDERAL FARM CREDIT BANK	04/17/2019	04/17/2017	1.32000	1.35997	25,000,000.00	24,982,368.83
FEDERAL HOME LOAN BANK	04/18/2019	04/18/2017	1.32000	1.36099	25,000,000.00	24,981,892.60
FEDERAL HOME LOAN BANK	04/29/2019	04/29/2016	1.25000	1.25000	15,000,000.00	15,000,000.00
FHLMC	05/24/2019	05/27/2016	1.12500	1.12500	10,000,000.00	10,000,000.00
FEDERAL FARM CREDIT BANK	06/05/2019	06/05/2017	1.39000	1.39000	15,000,000.00	15,000,000.00
FEDERAL FARM CREDIT BANK	06/06/2019	06/06/2016	1.30000	1.30000	20,000,000.00	20,000,000.00
FHLMC	06/14/2019	06/14/2017	1.40000	1.40000	10,000,000.00	10,000,000.00
FHLMC	06/28/2019	12/30/2016	1.50000	1.50000	15,000,000.00	15,000,000.00
FHLMC	06/28/2019	12/30/2016	1.50000	1.50000	20,000,000.00	20,000,000.00
FEDERAL NATL MTG ASSN	06/28/2019	06/28/2016	1.20000	1.20000	12,500,000.00	12,500,000.00
FEDERAL NATL MTG ASSN	06/28/2019	06/28/2016	1.20000	1.20000	8,450,000.00	8,450,000.00
SONOMA COUNTY WATER	07/01/2019	10/29/2015	1.50000	1.40037	405,000.00	405,784.87
FEDERAL FARM CREDIT BANK	07/05/2019	07/05/2016	1.02000	1.02000	10,000,000.00	10,000,000.00
FEDERAL FARM CREDIT BANK	07/05/2019	07/07/2016	1.08000	1.08000	25,000,000.00	25,000,000.00
FEDERAL NATL MTG ASSN	07/26/2019	07/26/2016	1.10000	1.10000	7,500,000.00	7,500,000.00
FEDERAL NATL MTG ASSN	07/26/2019	08/10/2016	1.12500	1.15459	15,000,000.00	14,990,981.94
FHLMC	07/26/2019	04/26/2017	1.50000	1.50000	15,000,000.00	15,000,000.00
FEDERAL FARM CREDIT BANK	07/29/2019	10/29/2015	1.34000	1.34000	10,000,000.00	10,000,000.00
FEDERAL NATL MTG ASSN	08/02/2019	12/01/2016	1.26000	1.41880	25,000,000.00	24,918,832.13
FEDERAL NATL MTG ASSN	08/23/2019	08/30/2016	1.15000	1.17532	15,000,000.00	14,992,011.69
SCEIP 2009A-10	09/02/2019	07/01/2009	3.00000	3.00000	15,686.53	15,686.53
SCEIP 2009B-10	09/02/2019	08/03/2009	3.00000	3.00000	15,746.43	15,746.43
SCEIP 2009C-10	09/02/2019	09/01/2009	3.00000	3.00000	26,836.07	26,836.07
SCEIP 2009D-10	09/02/2019	10/01/2009	3.00000	3.00000	269,622.65	269,622.65
FEDERAL FARM CREDIT BANK	09/13/2019	12/13/2016	1.49000	1.49000	15,000,000.00	15,000,000.00
FEDERAL FARM CREDIT BANK	09/13/2019	12/13/2016	1.49000	1.49000	15,000,000.00	15,000,000.00
FEDERAL FARM CREDIT BANK	09/27/2019	12/27/2016	1.55000	1.55000	10,000,000.00	10,000,000.00
FHLMC	11/22/2019	06/01/2017	1.50000	1.50624	17,490,000.00	17,488,192.31
FEDERAL NATL MTG ASSN	11/25/2019	11/28/2016	1.25000	1.30127	20,000,000.00	19,975,906.61
FEDERAL NATL MTG ASSN	11/25/2019	11/29/2016	1.40000	1.51332	20,000,000.00	19,946,945.91
FEDERAL FARM CREDIT BANK	11/25/2019	05/25/2016	1.30000	1.30000	10,000,000.00	10,000,000.00
FHLMC	11/26/2019	05/26/2016	1.35000	1.40141	6,500,000.00	6,492,191.33
FEDERAL HOME LOAN BANK	12/02/2019	12/02/2016	1.50000	1.50000	15,000,000.00	15,000,000.00
FHLMC	12/27/2019	03/27/2017	1.62500	1.70007	8,500,000.00	8,484,623.88
FHLMC	12/27/2019	03/27/2017	1.75000	1.75000	20,000,000.00	20,000,000.00
FEDERAL FARM CREDIT BANK	01/06/2020	01/06/2017	1.72000	1.72000	15,000,000.00	15,000,000.00
FHLMC	01/13/2020	04/13/2017	1.80000	1.80000	20,000,000.00	20,000,000.00
FEDERAL NATL MTG ASSN	01/27/2020	01/31/2017	1.70000	1.71204	25,000,000.00	24,997,183.26
FEDERAL FARM CREDIT BANK	02/18/2020	05/18/2016	1.36000	1.36000	10,000,000.00	10,000,000.00
FEDERAL HOME LOAN BANK	04/27/2020	10/28/2016	1.30000	1.30000	10,000,000.00	10,000,000.00
FHLMC	04/28/2020	04/28/2017	1.80000	1.80000	15,000,000.00	15,000,000.00
FHLMC	05/28/2020	05/30/2017	1.80000	1.80000	10,000,000.00	10,000,000.00
FEDERAL FARM CREDIT BANK	06/01/2020	12/01/2016	1.65000	1.65000	20,000,000.00	20,000,000.00
SONOMA COUNTY WATER	07/01/2020	10/29/2015	1.75000	1.65038	225,000.00	225,645.75
SCEIP 2009E-10	09/02/2020	11/02/2009	3.00000	3.00000	30,335.96	30,335.96
SCEIP 2009F-10	09/02/2020	12/01/2009	3.00000	3.00000	32,568.72	32,568.72
SCEIP 2010A-10	09/02/2020	01/04/2010	3.00000	3.00000	26,211.11	26,211.11
SCEIP 2010B-10	09/02/2020	02/01/2010	3.00000	3.00000	21,758.53	21,758.53
SCEIP 2010C-10	09/02/2020	03/01/2010	3.00000	3.00000	67,758.31	67,758.31

**SONOMA COUNTY TREASURY POOLED INVESTMENT INVENTORY
AS OF JUNE 30, 2017**



Description	Maturity Date	Purchase Date	Coupon Rate	Trading Yield	Current Par / Shares	Current Book / Shares
SCEIP 2010D-10	09/02/2020	04/01/2010	3.00000	3.00000	20,615.81	20,615.81
SCEIP 2010E-10	09/02/2020	05/03/2010	3.00000	3.00000	19,636.19	19,636.19
SCEIP 2010F-10	09/02/2020	06/01/2010	3.00000	3.00000	86,614.85	86,614.85
SCEIP 2010G-10	09/02/2020	06/30/2010	3.00000	3.00000	76,815.55	76,815.55
SCEIP 2010H-10	09/02/2020	08/02/2010	3.00000	3.00000	47,774.81	47,774.81
SCEIP 2010I-10	09/02/2020	09/01/2010	3.00000	3.00000	19,784.34	19,784.34
FEDERAL FARM CREDIT BANK	10/13/2020	10/13/2016	1.34000	1.34000	17,000,000.00	17,000,000.00
FEDERAL FARM CREDIT BANK	10/13/2020	10/13/2016	1.34000	1.34000	3,000,000.00	3,000,000.00
FEDERAL FARM CREDIT BANK	12/07/2020	12/07/2016	1.77000	1.77000	20,000,000.00	20,000,000.00
FEDERAL HOME LOAN BANK	12/28/2020	12/28/2016	1.87500	1.87500	10,000,000.00	10,000,000.00
FEDERAL FARM CREDIT BANK	12/28/2020	03/28/2017	1.97000	1.97000	12,040,000.00	12,040,000.00
FEDERAL FARM CREDIT BANK	03/12/2021	06/13/2017	1.80000	1.83217	13,000,000.00	12,985,896.71
FEDERAL FARM CREDIT BANK	04/12/2021	04/12/2016	1.62000	1.62000	15,000,000.00	15,000,000.00
FEDERAL HOME LOAN BANK	04/26/2021	04/26/2016	1.70000	1.70000	7,250,000.00	7,250,000.00
FEDERAL FARM CREDIT BANK	06/02/2021	06/02/2016	1.69000	1.69000	10,000,000.00	10,000,000.00
FHLMC	06/09/2021	06/09/2016	1.60000	1.60000	5,500,000.00	5,500,000.00
FEDERAL HOME LOAN BANK	09/01/2021	09/01/2016	1.55000	1.55522	15,000,000.00	14,996,872.24
SCEIP 2010J-10	09/02/2021	10/01/2010	3.00000	3.00000	8,736.35	8,736.35
SCEIP 2010L-10	09/02/2021	12/01/2010	3.00000	3.00000	132,367.27	132,367.27
SCEIP 2011A-10	09/02/2021	01/03/2011	3.00000	3.00000	6,121.88	6,121.88
SCEIP 2011B-10	09/02/2021	02/01/2011	3.00000	3.00000	33,021.36	33,021.36
SCEIP 2011C-10	09/02/2021	03/01/2011	3.00000	3.00000	33,927.87	33,927.87
SCEIP 2011D-10	09/02/2021	04/01/2011	3.00000	3.00000	146,086.49	146,086.49
SCEIP 2011E-10	09/02/2021	05/02/2011	3.00000	3.00000	15,043.26	15,043.26
SCEIP 2011F-10	09/02/2021	06/01/2011	3.00000	3.00000	28,471.85	28,471.85
SCEIP 2011G-10	09/02/2021	06/30/2011	3.00000	3.00000	14,866.36	14,866.36
SCEIP 2011H-10	09/02/2021	08/01/2011	3.00000	3.00000	49,439.04	49,439.04
SCEIP 2011I-10	09/02/2021	09/01/2011	3.00000	3.00000	55,135.98	55,135.98
FEDERAL FARM CREDIT BANK	10/05/2021	04/05/2017	2.19000	2.19000	15,000,000.00	15,000,000.00
FEDERAL HOME LOAN BANK	10/06/2021	10/06/2016	1.54000	1.54000	10,000,000.00	10,000,000.00
FHLMC	05/25/2022	05/30/2017	2.25000	2.25000	15,000,000.00	15,000,000.00
SCEIP 2011J-10	09/02/2022	10/03/2011	3.00000	3.00000	3,095.76	3,095.76
SCEIP 2011K-10	09/02/2022	11/01/2011	3.00000	3.00000	34,738.89	34,738.89
SCEIP 2012A-10	09/02/2022	01/03/2012	3.00000	3.00000	3,306.04	3,306.04
SCEIP 2012B-10	09/02/2022	02/01/2012	3.00000	3.00000	6,558.82	6,558.82
SCEIP 2012C-10	09/02/2022	03/01/2012	3.00000	3.00000	7,838.99	7,838.99
SCEIP 2012D-10	09/02/2022	04/02/2012	3.00000	3.00000	8,295.27	8,295.27
SCEIP 2012G-10	09/02/2022	06/29/2012	3.00000	3.00000	5,000.70	5,000.70
SCEIP 2012H-10	09/02/2022	08/01/2012	3.00000	3.00000	10,410.19	10,410.19
SCEIP 2012J-10	09/02/2023	11/01/2012	3.00000	3.00000	59,679.03	59,679.03
SCEIP 2012K-10	09/02/2023	12/03/2012	3.00000	3.00000	6,796.06	6,796.06
SCEIP 2013A-10	09/02/2023	01/02/2013	3.00000	3.00000	7,560.52	7,560.52
SCEIP 2013C-10	09/02/2023	03/01/2013	3.00000	3.00000	18,009.44	18,009.44
SCEIP 2013E-10	09/02/2023	05/01/2013	3.00000	3.00000	7,564.39	7,564.39
SCEIP 2013H-10	09/02/2023	08/01/2013	3.00000	3.00000	29,196.73	29,196.73
SCEIP 2013I-10	09/02/2023	09/03/2013	3.00000	3.00000	25,730.95	25,730.95
SCEIP 2013J-10	09/02/2024	10/01/2013	3.00000	3.00000	91,238.35	91,238.35
SCEIP 2013L-10	09/02/2024	12/02/2013	3.00000	3.00000	21,258.23	21,258.23
SCEIP 2014A-10	09/02/2024	01/02/2014	3.00000	3.00000	35,097.95	35,097.95
SCEIP 2014B-10	09/02/2024	02/03/2014	3.00000	3.00000	14,827.91	14,827.91
SCEIP 2014C-10	09/02/2024	03/03/2014	3.00000	3.00000	40,538.59	40,538.59
SCEIP 2014D-10	09/02/2024	04/01/2014	3.00000	3.00000	14,020.76	14,020.76
SCEIP 2014E-10	09/02/2024	05/01/2014	3.00000	3.00000	8,294.42	8,294.42
SCEIP 2014F-10	09/02/2024	06/02/2014	3.00000	3.00000	2,964.31	2,964.31
SCEIP 2014G-10	09/02/2024	06/30/2014	3.00000	3.00000	38,307.41	38,307.41
SCEIP 2014H-10	09/02/2024	08/01/2014	3.00000	3.00000	37,708.16	37,708.16
SCEIP 2014I-10	09/02/2024	09/02/2014	3.00000	3.00000	4,954.82	4,954.82
SCEIP 2014J-10	09/02/2025	10/01/2014	3.00000	3.00000	4,732.54	4,732.54
SCEIP 2014K-10	09/02/2025	11/03/2014	3.00000	3.00000	32,816.04	32,816.04
SCEIP 2014L-10	09/02/2025	12/01/2014	3.00000	3.00000	24,221.31	24,221.31
SCEIP 2015A-10	09/02/2025	01/05/2015	3.00000	3.00000	27,685.35	27,685.35

**SONOMA COUNTY TREASURY POOLED INVESTMENT INVENTORY
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Description	Maturity Date	Purchase Date	Coupon Rate	Trading Yield	Current Par / Shares	Current Book / Shares
SCEIP 2015C-10	09/02/2025	03/02/2015	3.00000	3.00000	3,593.13	3,593.13
SCEIP 2015F-10	09/02/2025	06/01/2015	3.00000	3.00000	10,183.35	10,183.35
SCEIP 2015H-10	09/02/2025	08/03/2015	3.00000	3.00000	23,827.49	23,827.49
SCEIP 2015I-10	09/02/2025	09/02/2015	3.00000	3.00000	16,419.01	16,419.01
SCEIP 2015J-10	09/02/2026	10/01/2015	3.00000	3.00000	49,135.68	49,135.68
SCEIP 2015K-10	09/02/2026	11/02/2015	3.00000	3.00000	82,872.33	82,872.33
SCEIP 2015L-10	09/02/2026	12/01/2015	3.00000	3.00000	63,140.91	63,140.91
SCEIP 2016B-10	09/02/2026	02/01/2016	3.00000	3.00000	34,103.17	34,103.17
SCEIP 2016D-10	09/02/2026	04/01/2016	3.00000	3.00000	19,921.79	19,921.79
SCEIP 2016G-10	09/02/2026	06/30/2016	3.00000	3.00000	250,155.06	250,155.06
SCEIP 2016H-10	09/02/2026	08/01/2016	3.00000	3.00000	2,717.27	2,717.27
SCEIP 2016I-10	09/02/2026	09/02/2016	3.00000	3.00000	62,988.61	62,988.61
SCEIP 2016K-10	09/02/2027	11/01/2016	3.00000	3.00000	85,598.91	85,598.91
SCEIP 2016L-10	09/02/2027	12/01/2016	3.00000	3.00000	52,375.24	52,375.24
SCEIP 2017A-10	09/02/2027	01/03/2017	3.00000	3.00000	30,632.33	30,632.33
SCEIP 2017B-10	09/02/2027	02/01/2017	3.00000	3.00000	86,204.39	86,204.39
SCEIP 2017D-10	09/02/2027	04/03/2017	3.00000	3.00000	15,434.58	15,434.58
SCEIP 2017F-10	09/02/2027	06/01/2017	3.00000	3.00000	27,062.12	27,062.12
SCEIP 2009B-20	09/02/2029	06/01/2009	3.00000	3.00000	180,495.93	180,495.93
SCEIP 2009C-20	09/02/2029	07/01/2009	3.00000	3.00000	121,529.91	121,529.91
SCEIP 2009D-20	09/02/2029	08/03/2009	3.00000	3.00000	360,843.22	360,843.22
SCEIP 2009E-20	09/02/2029	09/01/2009	3.00000	3.00000	2,401,672.92	2,401,672.92
SCEIP 2009F-20	09/02/2029	10/01/2009	3.00000	3.00000	803,913.70	803,913.70
SCEIP 2009G-20	09/02/2030	11/02/2009	3.00000	3.00000	536,533.95	536,533.95
SCEIP 2009H-20	09/02/2030	12/01/2009	3.00000	3.00000	1,399,626.33	1,399,626.33
SCEIP 2010A-20	09/02/2030	01/04/2010	3.00000	3.00000	1,130,140.15	1,130,140.15
SCEIP 2010B-20	09/02/2030	02/01/2010	3.00000	3.00000	968,126.80	968,126.80
SCEIP 2010C-20	09/02/2030	03/01/2010	3.00000	3.00000	860,849.86	860,849.86
SCEIP 2010D-20	09/02/2030	04/01/2010	3.00000	3.00000	691,969.23	691,969.23
SCEIP 2010E-20	09/02/2030	05/03/2010	3.00000	3.00000	666,452.48	666,452.48
SCEIP 2010F-20	09/02/2030	06/01/2010	3.00000	3.00000	1,092,917.31	1,092,917.31
SCEIP 2010G-20	09/02/2030	06/30/2010	3.00000	3.00000	710,010.59	710,010.59
SCEIP 2010H-20	09/02/2030	08/02/2010	3.00000	3.00000	571,436.22	571,436.22
SCEIP 2010I-20	09/02/2030	09/01/2010	3.00000	3.00000	836,755.99	836,755.99
SCEIP 2010J-20	09/02/2031	10/01/2010	3.00000	3.00000	419,805.64	419,805.64
SCEIP 2010K-20	09/02/2031	11/01/2010	3.00000	3.00000	617,730.36	617,730.36
SCEIP 2010L-20	09/02/2031	12/01/2010	3.00000	3.00000	557,255.59	557,255.59
SCEIP 2011A-20	09/02/2031	01/03/2011	3.00000	3.00000	445,283.97	445,283.97
SCEIP 2011B-20	09/02/2031	02/01/2011	3.00000	3.00000	577,377.52	577,377.52
SCEIP 2011C-20	09/02/2031	03/01/2011	3.00000	3.00000	432,613.86	432,613.86
SCEIP 2011D-20	09/02/2031	04/01/2011	3.00000	3.00000	463,914.96	463,914.96
SCEIP 2011E-20	09/02/2031	05/02/2011	3.00000	3.00000	309,628.11	309,628.11
SCEIP 2011F-20	09/02/2031	06/01/2011	3.00000	3.00000	347,297.74	347,297.74
SCEIP 2011G-20	09/02/2031	06/30/2011	3.00000	3.00000	659,830.47	659,830.47
SCEIP 2014F-20	09/02/2034	06/02/2014	3.00000	3.00000	110,537.93	110,537.93
SCEIP 2014G-20	09/02/2034	06/30/2014	3.00000	3.00000	234,377.86	234,377.86
SCEIP 2014H-20	09/02/2034	08/01/2014	3.00000	3.00000	188,130.02	188,130.02
SCEIP 2014I-20	09/02/2034	09/02/2014	3.00000	3.00000	146,032.32	146,032.32
SCEIP 2014J-20	09/02/2035	10/01/2014	3.00000	3.00000	137,853.66	137,853.66
SCEIP 2014K-20	09/02/2035	11/03/2014	3.00000	3.00000	134,249.40	134,249.40
SCEIP 2014L-20	09/02/2035	12/01/2014	3.00000	3.00000	77,355.57	77,355.57
SCEIP 2015A-20	09/02/2035	01/05/2015	3.00000	3.00000	175,048.22	175,048.22
SCEIP 2015B-20	09/02/2035	02/02/2015	3.00000	3.00000	95,522.23	95,522.23
SCEIP 2015C-20	09/02/2035	03/02/2015	3.00000	3.00000	193,489.75	193,489.75
SCEIP 2015D-20	09/02/2035	04/01/2015	3.00000	3.00000	160,889.42	160,889.42
SCEIP 2015E-20	09/02/2035	05/01/2015	3.00000	3.00000	65,055.29	65,055.29
SCEIP 2015F-20	09/02/2035	06/01/2015	3.00000	3.00000	88,079.53	88,079.53
SUBTOTAL OTHER GOVERNMENTS		63.69%			1,412,880,616.08	1,412,381,770.96

BANK OF MONTREAL	07/03/2017	09/09/2016	1.30000	1.30000	20,000,000.00	20,000,000.00
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SONOMA COUNTY TREASURY POOLED INVESTMENT INVENTORY
AS OF JUNE 30, 2017



Description	Maturity Date	Purchase Date	Coupon Rate	Trading Yield	Current Par / Shares	Current Book / Shares
TORONTO DOMINION	07/05/2017	08/26/2016	1.33000	1.33000	25,000,000.00	25,000,000.00
BANK OF NOVA SCOTIA	07/28/2017	04/08/2016	1.20000	1.20000	25,000,000.00	25,000,000.00
TORONTO DOMINION	09/05/2017	04/06/2017	1.14000	1.14000	25,000,000.00	25,000,000.00
BNP PARIBAS	09/06/2017	12/07/2016	1.30000	1.30000	25,000,000.00	25,000,000.00
BANK OF MONTREAL	10/06/2017	04/07/2017	1.22000	1.22000	25,000,000.00	25,000,000.00
BNP PARIBAS	06/29/2018	06/29/2017	1.60000	1.60000	25,000,000.00	25,000,000.00
SUBTOTAL NEGOTIABLE CERTIFICATES OF DEPOSIT		7.67%			170,000,000.00	170,000,000.00
WELLS FARGO CO MTN	09/08/2017	10/17/2014	1.40000	1.22336	7,037,000.00	7,039,296.84
WELLS FARGO CO MTN	09/08/2017	07/02/2015	1.40000	1.24004	15,000,000.00	15,004,443.12
CATERPILLAR	11/06/2017	12/03/2012	1.25000	1.10708	5,000,000.00	5,002,429.79
MICROSOFT CORP	11/15/2017	12/05/2016	.87500	.95698	7,826,000.00	7,823,607.06
MICROSOFT CORP	11/15/2017	12/14/2016	.87500	.96245	5,778,000.00	5,776,115.27
GE CAP CORP MTN	12/07/2017	12/07/2012	1.71956	1.71956	25,000,000.00	25,000,000.00
TOYOTA	12/20/2017	12/20/2012	1.52356	1.52356	20,000,000.00	20,000,000.00
TOYOTA	01/12/2018	01/19/2017	1.45000	1.34999	14,925,000.00	14,937,093.66
TOYOTA	01/12/2018	03/20/2017	1.45000	1.45608	10,000,000.00	10,027,028.99
TOYOTA	01/12/2018	05/16/2017	1.45000	1.25105	6,597,000.00	6,636,834.14
WELLS FARGO CO MTN	01/22/2018	01/29/2016	1.65000	1.66501	7,000,000.00	6,999,425.21
GE CAP CORP MTN	02/01/2018	03/10/2017	5.62500	.20610	10,000,000.00	10,316,272.87
EXXON MOBILE CORP	03/06/2018	12/07/2016	1.30500	1.34674	25,375,000.00	25,367,792.17
BANK OF AMERICA	03/26/2018	05/10/2016	1.65000	1.42009	10,000,000.00	10,016,588.62
WELLS FARGO CO MTN	04/23/2018	07/19/2016	1.78317	1.58742	5,000,000.00	5,007,411.50
TOYOTA	10/25/2018	10/25/2013	1.68789	1.68789	5,000,000.00	5,000,000.00
WELLS FARGO CO MTN	11/28/2018	12/08/2016	1.80000	1.84316	10,000,000.00	9,994,063.19
PEPSI CO	05/02/2019	05/02/2017	1.55000	1.58825	8,000,000.00	7,994,493.16
WELLS FARGO CO MTN	05/24/2019	06/14/2016	1.75000	1.48002	15,000,000.00	15,074,902.20
MICROSOFT CORP	08/08/2019	03/07/2017	1.10000	1.60415	8,000,000.00	7,924,242.19
WELLS FARGO CO MTN	12/06/2019	12/08/2016	1.87250	1.87250	10,000,000.00	10,000,000.00
WELLS FARGO CO MTN	12/06/2019	12/08/2016	2.15000	2.19789	10,000,000.00	9,988,788.28
SUBTOTAL CORPORATE NOTES AND BONDS		10.86%			240,538,000.00	240,930,828.26
CAMP	07/01/2017	07/08/2002	1.05605	1.05605	48,128,242.24	48,128,242.24
SUBTOTAL MONEY MARKET MUTUAL FUNDS		2.17%			48,128,242.24	48,128,242.24
LOCAL AGENCY INVESTMENT FUND	07/01/2017	11/04/2002	.92393	.92393	3,016,165.06	3,016,165.06
SUBTOTAL GOVERNMENT POOLS AND JPA'S		0.14%			3,016,165.06	3,016,165.06
CASH IN BANK		0.84%			18,522,655.04	18,522,655.04
CHECK AND WARRANTS IN TRANSIT		0.21%			4,669,228.52	4,669,228.52
CASH IN VAULT		0.00%			105,677.44	105,677.44
GRAND TOTAL		100%			2,217,860,584.38	2,217,521,692.61



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 10

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

To: Board of Supervisors

Board Agenda Date: September 12, 2017

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor Susan Gorin, 565-2241

Supervisory District(s):

First

Title: Disbursement of Fiscal Year 17/18 First District Advertising Funds.

Recommended Actions:

Approve Advertising Program grant awards and Authorize the County Administrator to execute a contract with the following non-profit entity for advertising and promotions activities for FY 17/18: Kiwanis Club of Sonoma Plaza, \$1,000.

Executive Summary:

Category E – Local Events and Organizations of the Advertising and Promotions Program Policy provides grant allocations to each Supervisor, to be distributed at the Supervisor's discretion. The First District has reviewed the applications and wishes to recommend the following FY 17/18 advertising grant award:

- 1.) Kiwanis Club of Sonoma Plaza for advertising and promotion of Sonoma Valley Uncorked, an event in partnership with Sonoma Mentoring Alliance; grant award of \$1,000.

Discussion:

The Sonoma County Advertising Program utilizes a portion of the Transient Occupancy Tax (TOT) to encourage tourism, economic development and community engagement through a variety of grant award and funding avenues. The Program provides various grants to community non-profits for advertising and promoting events and the county as a visitor destination with the goal of advancing economic growth through tourism. Additionally the program provides grants to promote agricultural promotion as well as address impacts on safety due to tourism. The Program also provides funding to the Regional Parks Department as well as the Economic Development Department and a number of other county department activities, all with the focus of encouraging tourism and awareness of Sonoma County.

The Advertising Program Policy is divided into different categories. Category E is "Local Events, Organizations and Economic Development." The Board established this category to assist small cultural,

artistic, and countywide events and organizations as well as events occurring during the off peak tourism season (November 15 through April 15) with funding for advertising and economic development efforts that promote Sonoma County and encourage visitors to frequent the county throughout the entire year. Funding for these events and organizations is provided at the discretion of each Supervisorial District based on an overall allocation of \$250,000 divided equally among all districts. Events and organizations make requests throughout the year to the Supervisorial District in which their event/organization exists.

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

Prior Board Actions:

8/22/17: Approved funding for \$15,000 in Category E Funds from District 1

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Grant funds allow non-profit partners to advertise and grow local events and encourage tourism thereby promoting economic development and growth.

Fiscal Summary - FY 17-18

Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses	1,000		
Additional Appropriation Requested			
Total Expenditures	1,000		

Funding Sources

General Fund/WA GF			
State/Federal			
Fees/Other	1,000		
Use of Fund Balance			
Contingencies			
Total Sources	1,000		

Narrative Explanation of Fiscal Impacts:

Funds are included in the FY 17/18 budget.

Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
N/A			
Attachments:			
None.			
Related Items “On File” with the Clerk of the Board:			
FY 17/18 Advertising Program Grant Award Agreement			



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: September 12, 2017

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor Zane, 565-2241

Supervisorial District(s):

Third

Title: Disbursement of Fiscal Year 17/18 Third District Advertising Funds.

Recommended Actions:

Approve Advertising Program grant awards and Authorize the County Administrator to execute a contract with the following non-profit entities for advertising and promotions activities for FY 17/18: Museums of Sonoma County, \$500; Community Alliance with Family Farmers, \$800.

Executive Summary:

Category E – Local Events and Organizations of the Advertising and Promotions Program Policy provides grant allocations to each Supervisor, to be distributed at the Supervisor’s discretion. The Third District has reviewed applications and wishes to recommend the following FY 17/18 advertising grant awards:

- 1.) Museums of Sonoma County for advertising and promotion of *Equine Epochs: History of Sonoma County Horses*; grant award of \$500.
- 2.) Community Alliance with Family Farmers for advertising and promotion of The 4th Annual Agrarian Games; grant award of \$800.

Discussion:

The Sonoma County Advertising Program utilizes a portion of the Transient Occupancy Tax (TOT) to encourage tourism, economic development and community engagement through a variety of grant award and funding avenues. The Program provides various grants to community non-profits for advertising and promoting events and the county as a visitor destination with the goal of advancing economic growth through tourism. Additionally the program provides grants to promote agricultural promotion as well as address impacts on safety due to tourism. The Program also provides funding to the Regional Parks Department as well as the Economic Development Department and a number of other county department activities, all with the focus of encouraging tourism and awareness of Sonoma County.

The Advertising Program Policy is divided into different categories. Category E is “Local Events, Organizations and Economic Development.” The Board established this category to assist small cultural,

artistic, and countywide events and organizations as well as events occurring during the off peak tourism season (November 15 through April 15) with funding for advertising and economic development efforts that promote Sonoma County and encourage visitors to frequent the county throughout the entire year. Funding for these events and organizations is provided at the discretion of each Supervisorial District based on an overall allocation of \$250,000 divided equally across each district. Events and organizations make requests throughout the year to the Supervisorial District in which their event/organization exists.

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

Prior Board Actions:

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Grant funds allow non-profit partners to advertise and grow local events and encourage tourism thereby promoting economic development and growth.

Fiscal Summary

Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses	1,300		
Additional Appropriation Requested			
Total Expenditures	1,300		

Funding Sources

General Fund/WA GF			
State/Federal			
Fees/Other	1,300		
Use of Fund Balance			
Contingencies			
Total Sources	1,300		

Narrative Explanation of Fiscal Impacts:

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Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
N/A			
Attachments:			
None.			
Related Items “On File” with the Clerk of the Board:			
FY 17/18 Advertising Program Grant Award Agreement			



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: September 12, 2017

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor Shirlee Zane
(707) 565-2241

Supervisorial District(s):

Third District

Title: Sponsorship of the 2017 Latino State of the County Event

Recommended Actions:

Approve a contribution in the amount of \$8,000 to Los Cien sponsoring student attendance to the 2017 State of the Latino Community in Sonoma County event.

Executive Summary:

Los Cien has requested the County of Sonoma contribute \$8,000 to sponsor 200 students to attend the 2017 State of the Latino Community in Sonoma County event on September 24, 2017. The event will be hosted during Latino Heritage Month and students throughout the county will be offered this opportunity to attend.

The goal of the sponsorship is to educate young people about the Latino community in Sonoma County and to encourage them to go after their dreams.

Los Cien is a local non-profit whose primary purpose is to bridge the whole community, and through education and collaboration, to have a clear informative understanding of the growing population of the Latino community.

Discussion:**Prior Board Actions:**

Sponsorship previously approved: FY 2016-17, \$8,000

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

Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses			
Additional Appropriation Requested	8,000		
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies		8,000	
Total Sources	8,000	8,000	
Narrative Explanation of Fiscal Impacts:			
This Sponsorship can be funded using contingency.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Related Items “On File” with the Clerk of the Board:			



County of Sonoma
Agenda Item
Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: September 12, 2017

Vote Requirement: Majority

Department or Agency Name(s): County Administrator's Office, Economic Development Board, Auditor-Controller-Treasurer-Tax Collector's Office, Permit and Resource Management Department (Permit Sonoma), Department of Agriculture / Weights and Measures, Department of Health Services

Staff Name and Phone Number:

Rebecca Wachsberg 707-565-3782
Tim Ricard 707-565-7257

Supervisory District(s):

Title: Modification and Extension of the Temporary Code Enforcement Penalty Relief Program for Land Use Permits for Cannabis Operations

Recommended Actions:

Adopt a Resolution to modify and extend the Temporary Code Enforcement Penalty Relief Program for Land Use Permits for Cannabis Operations

Executive Summary:

In December 2016, the Sonoma County Board of Supervisors adopted a series of ordinances establishing the Sonoma County Cannabis Program (Cannabis Program) to permit and regulate the medical cannabis industry. In order to incentivize compliance with the Cannabis Program and to bring the cannabis industry into the regulated market, the Board adopted Resolution Number 17-0233 on May 23, 2017, establishing the Temporary Code Enforcement Penalty Relief Program for Land Use Permits for Cannabis Operations (Penalty Relief Program). The Penalty Relief Program created requirements that, if satisfied, would allow certain cannabis businesses to continue to operate without being subject to land use fines while they complete the work necessary to either become permitted or cease operations.

In order to encourage more participation in the Cannabis Program, and in response to public comments that the current deadline is insufficient to secure the necessary environmental studies, reports, and architectural plans required, the Cannabis Ad Hoc Committee (Supervisors Susan Gorin and Lynda Hopkins) is recommending extending the Penalty Relief Program for cannabis operators on permit eligible properties. This extension would provide operators additional time to meet the standards created by the Cannabis Land Use Ordinance adopted December 20, 2016. In order to obtain penalty relief, cannabis businesses would be required to submit the one-page penalty relief application form by October 31, 2017. The proposed extension of the Penalty Relief Program does not include an extension

for operators on non-permit eligible parcels such as Agriculture and Residential District (AR) and Rural Residential District (RR) zoned properties. Cannabis businesses on these properties must cease all operations by January 1, 2018, as provided for in the original Penalty Relief Program.

Discussion:

Background

Over the last several years, the State of California and the County of Sonoma have made significant strides toward establishing legal regimes to enable the cannabis industry to move into a regulated commercial market. In September 2015, the State passed the Medical Cannabis Regulation and Safety Act (MCRSA), which established a regulatory scheme for commercial medical cannabis businesses that had been operating as collectives and cooperatives. In November 2016, California voters passed Proposition 64, the Adult Use of Marijuana Act (AUMA), legalizing personal and commercial nonmedical cannabis. In June 2017, Governor Brown signed into law the Medicinal and Adult Use Cannabis Regulation and Safety Act (MAUCRSA), creating a single regulatory scheme that preserves separate license distinctions for medical and adult use businesses. MAUCRSA also maintains substantial local control, particularly in the areas of land use and revenue generation, enabling the County to develop a local cannabis program that is tailored to the unique characteristics of Sonoma County.

In December 2016, the Board of Supervisors adopted a series of ordinances to establish a comprehensive local program to permit and regulate medical cannabis cultivators, nurseries, manufacturers, transporters, distributors, testing laboratories, and dispensaries. Sonoma County's ordinances regulating medical cannabis businesses include:

1. The Medical Cannabis Land Use Ordinance, setting forth permit requirements and establishing the appropriate zoning districts for each of the cannabis business types;
2. The Medical Cannabis Health Ordinance, establishing regulations and permitting requirements to address product safety, labeling and advertising for medical cannabis dispensaries and manufacturing businesses; and
3. The Cannabis Business Tax Ordinance, imposing a tax on both medical and nonmedical commercial cannabis businesses operating in the unincorporated County.

Code Enforcement Temporary Penalty Relief Program

In order to incentivize compliance with the Cannabis Program and bring the cannabis industry into the regulated market, the Board adopted the Penalty Relief Program on May 23, 2017.

The Penalty Relief Program was developed to allow the estimated thousands of existing Sonoma County cannabis businesses sufficient time and incentives to enter the regulated market and to comply with the new County regulations. Without this Program, all applicants operating a cannabis business could be subject to land use fines for operating without a permit and applicants would generally be barred from continuing to operate until their permit is finalized, a process that can take 12 months or longer. However, because land use permits were not previously available to this industry and the County wanted to encourage compliance with the Land Use Ordinance, the Board created the Penalty Relief Program.

The Program created requirements that, if satisfied, would allow cannabis businesses to continue to operate without being subject to land use fines. This Program only applies to land use violations, and does not include relief from penalties and fines associated with non-land use violations, such as unpermitted structures or electrical. In addition, if at any time the County establishes that a cannabis operation poses environmental, health, or safety risks, such operation will be subject to immediate enforcement and would not be eligible for relief under the Penalty Relief Program.

The Penalty Relief Program currently distinguishes between three classifications of operators in Sonoma County:

1. Existing Operators on permit eligible properties - in operation prior to January 1, 2016.
2. Current Operators on permit eligible properties - in operation after January 1, 2016, but prior to July 5, 2017, when permits were first available.
3. Existing Operators on non-permit eligible properties - in operation prior to January 1, 2016.

To qualify for penalty relief under the Program, Existing and Current operators on permit eligible properties were required to submit an application by August 31, 2017. However, in order to provide an additional incentive for long-standing businesses, Existing Operators on permit eligible properties were able to submit an “Initial Application” by August 31, 2017, but did not have to complete their biotic assessment or hydro-geologic study or obtain a North Coast Water Quality Control Board Discharge Permit or submit a complete application until January 1, 2018. The Penalty Relief Program also allows Existing Operators to move their operation to a permit eligible location and still receive penalty relief, while this option is not available for Current Operators. (More information on definitions of these terms and classifications and the current submittal requirements is available Attachment B).

Expiration of the Penalty Relief Program

The deadline for submitting an application and qualifying for the Penalty Relief Program was August 31, 2017. Any cannabis business currently operating on a permit eligible parcel who did not submit an application by this deadline is now operating in violation of the Sonoma County Cannabis Ordinance and is subject to land use fines.

The Cannabis Program and the Penalty Relief Program were developed to bring the estimated thousands of existing cannabis businesses into the regulated market and to help protect public health, safety and environmental resources. To date the County has accepted 115 cannabis applications, with 72 of these application being submitted the week prior to the Penalty Relief Program deadline of August 31, 2017.

At the first meeting of the Cannabis Advisory Group, extending the penalty relief deadline was identified as one of the key issues the Group would like to address. Many members of the public expressed a similar interest in extending the Penalty Relief Program during the Advisory Group’s public comment period. In addition, a number of stakeholders expressed support for an extension of the Penalty Relief Program at the Aug 21, 2017, Board of Supervisors meeting, and numerous calls and emails to the County have echoed this concern.

Based on these comments and additional information from industry representatives, many cannabis operators seeking permits have been unable to meet the requirement to qualify for penalty relief due to the following factors:

- Lack of availability of qualified specialists to complete the required environmental studies (biological assessments, hydrogeological studies, etc.)
- Unique issues created by conflicts in state and federal law including access to the financing needed to quickly secure permit eligible parcels, and difficulty working with federal and state resource agencies who are still grappling with cannabis permitting issues such as environmental review
- After spending decades working outside the County's regulatory system, the industry was not able to quickly transition to working within the permit application process and many long-time businesses simply need more time to meet the requirements necessary for a land use permit

Proposed Changes to the Penalty Relief Program

The Existing Operator and Current Operator classifications as well as the "Initial Application" submittal requirements were created by staff to provide long-standing Sonoma County cannabis businesses additional time to complete their biotic assessment and hydro-geologic study and to obtain a North Coast Water Quality Control Board Discharge Permit. However, the County has received input that the "Existing" and "Current" classifications and the "Initial Application" submittal requirements have created confusion within the cannabis industry.

In addition to the confusion created by these classifications and the differing submittal requirements, verifying the status of an operator as either "Existing" or "Current" requires significant staff oversight, and allowing some operators to submit Initial Applications only served as a placeholder, since staff cannot begin processing these applications until all the required studies have been submitted. This Initial Application placeholder is no longer needed if the time to submit application is extended.

Therefore the Cannabis Ad Hoc is recommending eliminating the "Existing Operator" classification, as well as the "Initial Application," in both policy options that extend the Penalty Relief deadline. Eliminating these classifications would create a single submittal deadline and uniform application requirements for all cannabis businesses that can demonstrate they have been operating in Sonoma County prior to July 5, 2017, when permits were first made available in Sonoma County (Current Operators). This recommendation would also provide Current Operators with the ability to move cannabis operations to a permit eligible location and still receive penalty relief, providing that the new parcel is identified and a Penalty Relief Application for the new parcel is submitted by the deadline.

Required Penalty Relief Application

The proposal requires that all cultivators submit an application for Penalty Relief by October 31, 2017, which will help to create a "bright line" between those who are working toward acquiring a permit (while also meeting the required Best Management Practices, Operating Standards and tax requirements) and cultivators operating outside the established Cannabis Program. This bright line will help Code Enforcement efforts by removing ambiguities – cultivators have either applied for and received penalty relief, or they are in noncompliance and subject to fines.

In addition, the information received from the required application would:

- Provide valuable data on the number, size, and type of cannabis businesses in Sonoma County.
- Provide staff with information on the expected number of applications so staffing and revenue estimates can be refined.

Recommendation

The Cannabis Ad Hoc Committee recommends extending the Penalty Relief Program to incentivize the cannabis industry to come into the regulated market, increase the number of participants, and enhance cannabis tax revenue, while freeing up code enforcement resources to focus on the most problematic grows. The recommendation does not include an extension of the Penalty Relief Program for operators on non-permit eligible parcels such as Agriculture and Residential District (AR) and Rural Residential District (RR) zoned properties. Cannabis businesses on these properties must cease all operations by January 1, 2018, per the originally adopted ordinance.

Recommended Changes:

- Extend the Penalty Relief Program for cannabis businesses in operation prior to July 5, 2017 on permit eligible properties to June 1, 2018.
- Provide retroactive Penalty Relief from August 31, 2017 to the adoption of extension.
- Require operators seeking penalty relief to submit the one-page penalty relief application form.

Prior Board Actions:

July 18, 2017: Approval of the appointment of 20 members to serve on the Sonoma County Cannabis Advisory Group for a term of two years.

May 23, 2017: Approval of a Resolution establishing the Code Enforcement Temporary Penalty Relief Program.

April 11, 2017: Approval of staffing and budgetary adjustments to implement the Cannabis Program, adoption of the 2017 Cannabis Ad Hoc Committee Charter, and approval of the Advisory Group Selection and Work Plan.

December 20, 2016: Final adoption of Cannabis Land Use Ordinance.

December 13, 2016: Final adoption of Cannabis Business Tax Ordinance and Cannabis Health Ordinance.

December 6, 2016: Calling the March Special Election for the Cannabis Business Tax Ordinance.

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

Extending the Penalty Relief Program supports the County's Strategic Plan goals by enabling permitting, regulation, and taxation of cannabis operations to maintain the health and safety of our communities, protect our environmental resources, and promote positive economic activity.

Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
There are no expenditures associated with this item. If the recommended changes are made, it is estimated that more operators will come into compliance, enhancing cannabis business tax revenues.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Attachment A: Code Enforcement Temporary Penalty Relief Program Resolution Attachment B: Current Penalty Relief Table			
Related Items “On File” with the Clerk of the Board:			



County of Sonoma

State of California

Date: September 12, 2017

Item Number: _____

Resolution Number: _____



4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Modifying and Extending the Temporary Code Enforcement Penalty Relief Program for Land Use Permits for Cannabis Operations

Whereas, in 1996, the voters of the State of California approved Proposition 215, “The Compassionate Use Act” (codified as Health and Safety Code Section 11362.5), which was intended to decriminalize cultivation and possession of medical marijuana by a seriously ill patient, or the patient’s primary caregiver, for the patient’s personal use, and to create a limited defense to the crimes of possessing or cultivating cannabis. The Compassionate Use Act further provided that nothing in it shall be construed to supersede legislation prohibiting persons from engaging in conduct that endangers others, or to condone the diversion of cannabis for non-medical purposes; and

Whereas, the State enacted SB 420 in 2004 (known as the “Medical Marijuana Program Act”, codified as Health and Safety Code Section 11362.7 et seq.) to expand and clarify the scope of The Compassionate Use Act by creating the Medical Marijuana Identification Card program, creating reasonable regulations for cultivating, processing, transporting and administering medical cannabis, as well as limiting the amount of medical cannabis a qualified individual may possess; and

Whereas, the Sonoma County Board of Supervisors adopted Medical Marijuana Possession and Cultivation Guidelines (County Guidelines) on September 26, 2006 by Resolution Number 06-0846. The County Guidelines provided a limited defense to prosecution or other sanction by the County of Sonoma and was only available to someone who possesses or cultivates marijuana for personal medical use. These County Guidelines were not zoning code regulations, and did not allow or regulate any manner of cultivation, growing, or delivery of marijuana; and

Whereas, the State enacted the Medical Marijuana Regulation and Safety Act (MMRSA) on September 11, 2015 (SB 643, AB 266, and AB 243), instituting a comprehensive state-level licensure and regulatory scheme for cultivation,

manufacturing, distribution, transportation, laboratory testing, and dispensing of medical cannabis through numerous changes and additions to the Business & Professions Code and the Health and Safety Code. MMRSA legalizes and regulates for-profit commercial activity related to medical marijuana in California. MMRSA provides that cities and counties retain local regulatory authority over medical cannabis; and

Whereas, on June 27, 2016 the Governor signed SB 837, changing the term “marijuana” to “cannabis” and renaming the Medical Cannabis Regulation and Safety Act (MCRSA); and

Whereas, on December 20, 2016 the Board of Supervisors adopted Ordinance Number 6189, the Medical Cannabis Land Use Ordinance, establishing regulations to allow commercial medical cannabis uses including cultivation, nurseries, laboratories, manufacturing, distribution, transportation, and dispensaries; and

Whereas, collectives have been cultivating medical marijuana under the Compassionate Use Act and the County Guidelines and will need to become permitted, or relocate to a different property where they can become permitted, under the Medical Cannabis Land Use Ordinance; and

Whereas, the Medical Cannabis Land Use Ordinance included the following section as follows: *“Transition Period: This ordinance hereby supersedes Resolution 06-0846. Existing cannabis cultivation cooperatives or collectives that demonstrate to the review authority that they were in operation before January 1, 2016 shall have until January 1, 2018 to come into compliance with this ordinance, provided that there has been no increase in the size of the cultivation area and the operations are in compliance with the best management practices and the operating standards;”* and

Whereas, the Medical Cannabis Land Use Ordinance provided that it is *“necessary and desirable to . . . provide a regulatory path to permit an existing underground industry”* and that the *“[O]rdinance is intended to be Phase I of this policy effort to provide an initial opportunity to legalize existing unpermitted medical cannabis operations, where appropriate and steer the industry to appropriate locations;”* and

Whereas, Chapter 26, Sections 26-88-252(e)(1) and (2) of the Sonoma County Code set forth administrative remedies specific to cannabis land use violations; and

Whereas, on May 23, 2017 the Board of Supervisors adopted Resolution Number 17-0233, Establishing A Temporary Code Enforcement Penalty Relief Program for Land Use Permits for Cannabis Operations (Penalty Relief Program) to incentivize compliance with the Land Use Ordinance; and

Whereas, the Penalty Relief Program applied penalty relief only to Existing Operators that submitted Initial Applications by August 31, 2017 and to Current Operators that submitted Complete Applications by August 31, 2017; and

Whereas, the Board of Supervisors has received public comments from the cannabis industry and stakeholders indicating that the August 31, 2017 deadline established by the Penalty Relief Program did not allow sufficient time to secure the myriad environmental studies, reports and architectural plans required by the Medical Cannabis Land Use Ordinance; and

Whereas, the Board of Supervisors is desirous of further extending the Penalty Relief Program to allow sufficient time for unpermitted cannabis operations located in permit-eligible locations to comply with the Medical Cannabis Land Use Ordinance; and

Now, Therefore, Be It Resolved that the Board of Supervisors of the County of Sonoma hereby adopts a resolution modifying and extending the Penalty Relief Program. The criteria, terms, conditions, and limitations of the Penalty Relief Program are as follows:

1. The Penalty Relief Program shall expire automatically without further action by the Board on June 1, 2018.
2. The Penalty Relief Program shall apply to all zoning permits and use permits for cannabis operations, other than dispensaries.
3. The Penalty Relief Program shall not apply to building, grading, well, septic, or other violations on the property where the cannabis operations occur.
4. "Current Operators" include cannabis operators that can show that they were in existence in Sonoma County prior to July 5, 2017, based on criteria determined by the agency having jurisdiction.
5. "Non-Permit-Eligible Locations" are parcels that are not eligible for a cannabis land use permits due to zoning district, parcel size, or other inability to meet the site Development Criteria of the Medical Cannabis Land Use Ordinance.
6. "Permit-Eligible Locations" are parcels that are eligible for a cannabis land use permit under the Medical Cannabis Land Use Ordinance.
7. An "Initial Application" is a land use permit application that contains all permit application requirements except those articulated in Resolution Number 17-0233.

8. A “Complete Application” is a land use application that contains all permit application requirements. If an applicant can show that obtaining a biotic assessment, hydro-geologic study, or a Waste Discharge Permit from the North Coast Regional Water Quality Control Board was infeasible by the application submittal deadline, the review authority may issue an extension for the purposes of penalty relief at its sole discretion.
9. A “Penalty Relief Application” is the Cannabis Land Use Penalty Relief Application, identifying the size, location, and type of cannabis operation seeking relief under the Penalty Relief Program. The Penalty Relief Application also certifies that the applicant meets the operating requirements necessary to be granted penalty relief.
10. The Program shall only apply as follows:
 - a. **Current Operators in Non-Permit-Eligible Locations:** Current Operators in Non-Permit Eligible Locations will not be subject to fines and penalties for their cannabis land use, and may continue to operate until January 1, 2018, provided: (1) they do not increase the cultivation area, (2) they follow the Medical Cannabis Land Use Ordinance Operating Standards and the Cannabis Best Management Practices adopted by the Agricultural Commissioner, and (3) they submit a Penalty Relief Application by October 31, 2017.
 - b. **Current Operators in Permit-Eligible Locations:** Current Operators in Permit-Eligible Locations will not be subject to fines and penalties for their cannabis land use, and may continue to operate until a final determination is issued on their cannabis land use permit application, provided: (1) they do not cultivate more cannabis than would be allowed under the permit type indicated in their permit application, (2) they follow the Medical Cannabis Land Use Ordinance Development Criteria and Operating Standards, and the Cannabis Best Management Practices adopted by the Agricultural Commissioner, and (3) they submit a Penalty Relief Application by October 31, 2017 and submit a Complete Application by June 1, 2018.
11. The Penalty Relief Program shall not apply if the review authority determines that the land use poses a serious risk to the environment, public health or safety.
12. Cannabis operations under the Penalty Relief Program must be in compliance with all requirements of the Sonoma County Cannabis Business Tax (Ordinance Number 6188, as amended by Ordinance Number 6203).

Resolution #

Date: September 12, 2017

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13. If all the Penalty Relief Program terms and conditions listed above are met, the Board of Supervisors authorizes the agency having jurisdiction to set the penalty to \$0.00 for land use violations that would otherwise have been imposed pursuant to Section 26-88-252(e)(1) or (2) of the Sonoma County Code.

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

May 23, 2017
Transition Period and Penalty Relief Summary

Operator status	Existing Operators (Non-permit-eligible)	Existing Operators (Permit-eligible)	Current Operators (Permit-eligible)*
Operator start	Prior to January 1, 2016	Prior to January 1, 2016	Prior to July 1, 2017
Initial application requirements	None	All permit requirements except: <ul style="list-style-type: none"> • Biotic assessment • Hydro-geologic study • Issued Regional Water Board permit 	All permit requirements due, unless applicant can show that biotic assessment, hydro-geologic study, or issued Regional Water Board permit were infeasible.
Initial application due date	N/A	August 31, 2017	August 31, 2017
Complete application due date (with biotic assessment, hydro-geologic study & RWB permit)	N/A	January 1, 2018	
Operating requirements	<ul style="list-style-type: none"> • No increase in cultivation area • Operating standards • Best Management Practices 	<ul style="list-style-type: none"> • No increase in cultivation area • Operating standards • Best Management Practices 	<ul style="list-style-type: none"> • Cultivation area in compliance with permit type • Site development standards • Operating standards • Best Management Practices



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: September 12, 2017

Vote Requirement: Majority

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

Staff Name and Phone Number:

Deva Proto, (707) 565-3246

Supervisory District(s):

Title: Debit and Credit Card Payment Services Agreements for Clerk-Recorder Records and Documents

Recommended Actions:

1. Authorize the Clerk-Recorder-Assessor to execute an agreement with LexisNexis VitalChek Network Inc. to provide debit and credit card payment services both in office and over the internet and online identity verifications services for the online purchase of vital records for the period of September 12, 2017 through September 11, 2018, with automatic one-year renewals unless terminated at least sixty (60) days prior to the expiration of the then existing term.
2. Authorize the Clerk-Recorder-Assessor to execute an agreement with Automated Merchant Systems, Inc. to provide transaction gateway, processing and settlement services of credit card transactions for copies of official public records and other filed documents made over the internet, from September 12, 2017 through September 11, 2020.

Executive Summary:

The Clerk-Recorder-Assessor currently has an agreement with LexisNexis VitalChek Network Inc. ("VitalChek"), to provide online and in-person credit and debit card payments for copies of birth, death, and marriage certificates ("Vital Records"). People who wish to purchase copies of vital records online must submit an application and payment, as well as upload, fax, or email a notarized sworn statement that they are an authorized person, as defined in Section 103526 of the Health and Safety Code. This new agreement will supersede the current agreement to include the same services and also allow for online identity verification and multi-factor authentication, thereby eliminating, for many individuals, the added time and expense of obtaining a notarized sworn statement.

In addition to providing the public with the option to purchase Vital Records over the internet, the Clerk-Recorder-Assessor wants to provide the ability for the public to purchase copies of Official Public Records, Fictitious Business Name Statements and other filed clerk documents, over the internet. Automated Merchant Systems, Inc. (AMS), offers an online payment option that is integrated with Tyler Eagle, the Clerk-Recorder-Assessor's Recording, Vital Records, and Cashiering System. Depending

on the document type, documents will either be available for immediate download once the online payment is received, or sent directly to a queue for staff to process and mail out, thus providing customers with a fast, convenient option to obtain needed documents.

Discussion:

VitalChek

The Recorder's Office contracted with VitalChek Network, Inc., in 1988, to provide credit card processing services for the purchase of vital records. In 2006, the board approved an addendum to the agreement that added an in-person Debit/ATM card payment option. In 2009, a second amendment to the agreement was approved by the Board, which expanded in-person payments to include credit cards. The proposed agreement has been updated to include all the services provided in the current agreement and online identity verification services for the purchase of vital records

Certified copies of vital records can only be purchased by an "authorized person", as defined in Health and Safety Code 103526.

With the passage of AB2636, Section 103526 of the Health and Safety Code was amended to allow county recorders to accept electronic acknowledgement of identity verification, using a "multilayered remote identity proofing process", when someone requests copies of vital records online. Issuance of a certified vital record is dependent on either identity authentication or a notarized sworn statement. VitalChek now offers online identity authentication services.

Applicants may place online orders for vital records using a credit or debit card, or personal check. Fees for this service, which include identity authentication, are \$12.95 plus the cost of the requested record(s). Should an applicant wish to have their vital record(s) delivered next day, a next day air shipping option (within the Continental United States) will be available for an additional fee of \$19.00. Fees are billed directly to the applicant at the time of the order. Applicants will receive an order confirmation by email and can view their order status online or by telephone 24 hours a day, seven days a week.

Automated Merchant Systems

Currently, when a member of the public needs to purchase copies of official public records, fictitious business name statements or other types of documents, they must either come to the office or they must mail a request, along with payment, then wait for the document to be mailed back to them. The current system limits how and when the public can purchase and receive documents.

In April of 2014, the Clerk-Recorder-Assessor's office purchased Tyler Eagle software as their Recording, Vital Records, and Cashiering system. Since the purchase of the system, Tyler has released software updates and developed new system enhancements. One of the available options is an eCommerce Module which allows for the online purchase of document copies. Tyler, together with Automated Merchant Systems, Inc., provides an integrated payment processing system for members of the public to go online, search the document indexes, then choose to purchase a copy. Once the payment information has been received and processed, the customer will receive a link allowing them to download the image(s). The fee for this service is currently \$2.00 per transaction, and is charged directly to the customer.

Prior Board Actions:

08-25-09 – Authorized the Clerk-Recorder-Assessor to execute a second amendment with VitalChek to the agreement
 01-31-06 – Authorized the Clerk-Recorder-Assessor to execute an addendum to the 1988 agreement with VitalChek

Strategic Plan Alignment Goal 3: Invest in the Future

Updating payment systems and utilizing multi-factor authentication provides the public with faster and more convenient access to recorded and filed documents.

Fiscal Summary

Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures	0	0	0
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	0	0	0

Narrative Explanation of Fiscal Impacts:

There is no impact to the Clerk-Recorder-Assessor budget. Fees are charged by VitalChek and Automated Merchant Systems directly to the customers.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

Attachments:
Attachment 1 - Copy of Agreement with LexisNexis VitalChek Network Inc. Attachment 2 - Copy of Agreement with Automated Merchant Systems, Inc.
Related Items “On File” with the Clerk of the Board:

LexisNexis® VitalChek Network Inc.
Vital Records Service Agreement

This agreement ("Agreement") is entered into as September 12, 2017 (the "Effective Date"), by and between of

LexisNexis VitalChek Network Inc. ("VitalChek") with its principal place of business located at 6 Cadillac Drive, Suite 400, Brentwood, TN 37027 and County of Sonoma, a political division of the State of California ("Agency")

with its principal place of business located at 585 Fiscal Drive, Room 103, Santa Rosa, CA 95401

WHEREAS, VitalChek is engaged in the business of providing a service which expedites the remote application, processing and delivery of requests for vital records (hereinafter referred to as the "Service" which is more particularly described in Appendix I attached hereto); and,

WHEREAS, Agency is desirous of installing the Service and providing access to the service to the public;

NOW THEREFORE, in exchange for the mutual consideration set forth herein, VitalChek and Agency do hereby agree as follows:

1. VitalChek shall, at its expense, install at mutually agreed upon facilities of Agency all hardware and software associated with the Service, to the extent detailed in Appendix I attached hereto (the "Equipment").
2. VitalChek shall, at its expense, train and authorize appropriate personnel of Agency in the use and operation of the hardware and software associated with the Service.
3. VitalChek will make payment to Agency in an amount equal to Agency's charges for all properly authorized requests in connection with services rendered by Agency and which are correctly processed through the Service. Such payments shall be made in a manner acceptable to both parties.
4. VitalChek will charge the consumer/applicant a convenience fee for the use of the Service, ("Fees"), and will accept payment of such fees through the use of a valid payment method then accepted by VitalChek, which may include, without limitation, Visa, MasterCard, Discover Card or American Express credit card, as well as major debit cards in VitalChek reasonable discretion.
5. In conformity with industry security requirements, and in order to maintain the highest level of cardholder data security, VitalChek has instituted, among other policies, Paper and Electronic Media Policies, which are designed to meet or exceed industry security standards (the "VitalChek Policies"). A copy of the VitalChek Policies has been provided to Agency, and Agency agrees to comply with such policies as amended from time to time as well as with appropriate industry accepted security practices for handling non-public personal information. Agency acknowledges and agrees that cardholder data may only be used for assisting in completing a card transaction or as required by applicable law. Each party warrants that it will abide by all applicable federal, state, and local laws, ordinances, codes and regulations in the performance of its obligations under this Agreement (collectively, the "Laws").
6. A Party herein will not be liable to the other Party or to its customers for any delay or failure in its performance of any of the acts required by this Agreement if and to the extent that such delay or failure arises beyond the reasonable control of such Party, including, without limitation, acts of God or public enemies, labor disputes, equipment malfunctions, computer downtime, material or component shortages, supplier failures, embargoes, earthquakes, rationing, acts of local, state or national governments or public agencies, utility or communication failures or delays, fire, flood, epidemics, riots and strikes.

7. EXCEPT AS PROVIDED HEREIN, NEITHER VITALCHEK NOR ANY SUPPLIER MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES FURNISHED PURSUANT TO THIS AGREEMENT, INCLUDING ANY APPLICABLE HARDWARE.
8. It is agreed that under this Agreement VitalChek does not transfer, and Agency does not obtain, any patent rights, copyright interest or other right, claim or interest in the computer programs, systems, forms, formats, schedules, manuals or other proprietary items utilized by the Service or provided by VitalChek.
9. Notices provided in association with this Agreement shall be provided in writing to the address of the Parties first set forth above, and in the case of notices to VitalChek, with a copy to: Legal Department, 1000 Alderman Drive, Alpharetta, Georgia 30005.
10. This Agreement shall be effective as of the date first set forth above and shall continue in effect for a period of one year. Thereafter, this Agreement shall automatically renew for successive one year periods, unless either party provides the other with written notice of termination not less than sixty (60) days prior to the expiration of the then existing term.
11. The terms of this Agreement represent the full and complete agreement between the parties with respect to the Services herein. They may not be altered or amended except by written instrument, duly executed by the parties. This Agreement supersedes any previous agreements and amendments between the parties specifically concerning the subject matter and Services described hereunder.
12. This Agreement shall be construed and enforced in accordance with the laws of the State where Agency is located.

IN WITNESS WHEREOF, the parties do hereby execute this Agreement, intending to be bound by its terms and conditions.

County of Sonoma

By: _____

William F. Rousseau

Title: Clerk-Recorder-Assessor
County of Sonoma

Date: _____

LEXISNEXIS VITALCHEK NETWORK INC.

By: _____

Jeff Piefke
Jeff Piefke

Title: Vice President, General Manager
LexisNexis VitalChek Network Inc.

Date: 8-25-2017

APPENDIX I- SERVICE DESCRIPTION AND EQUIPMENT

Appendix I

Online Ordering with Identity Authentication

Applicants will have the ability to access the VitalChek web application by browsing directly to www.vitalchek.com or by selecting a link on the agency's website. File transmission between the applicant's web browser and the VitalChek website is secured by means of SSL (Secure Socket Layer) v3.0 encryption. Websites that utilize the "https" protocol (as opposed to "http") feature advanced encryption techniques to protect and authenticate all file transmissions.



VitalChek.com Homepage

From the VitalChek website, applicants can:

- 1.) Place online orders for Birth, Death, Marriage, and Divorce certificates and pay using credit/debit card or personal check,
- 2.) Obtain information on how to place orders by telephone and facsimile,
- 3.) View online order status,
- 4.) Find agency specific order information,
- 5.) Search the FAQ (frequently asked questions) database,
- 6.) Send an email to VitalChek's Customer Care Center

Order Placement

If the applicant navigates to VitalChek.com from the agency's website, he or she will link directly to the agency specific landing page where they can initiate the online order process.

VitalChek's on-line order processing pages are user-friendly and lead the applicant through each step of the ordering process. The order entry application ensures that all required fields have been keyed by performing edits on the data entered to ensure the order is complete and accurate.

Upon order completion and payment authorization, an Order Confirmation page is displayed. This page provides a summary of the order, an order number, and an order PIN (Personal Identification Number). The PIN is unique to each order and is used in conjunction with the order number to track the progress of the order and delivery of the actual certificate.

Email Notifications

In addition to the Order Confirmation page, an order confirmation email is sent to the applicant's email address. This email contains a summary of the order and instructions for checking order status. The VitalChek system generates an e-mail notification each time the order status changes:

1. Upon order completion
2. Upon authorization of Payment
3. Once order is transferred to agency for fulfillment
4. Reminder email if identity/entitlement documentation has not been received
5. Shipping e-mail confirmation, including tracking number for overnight carrier shipments.
(For regular mail shipments, the email will contain the date the order was mailed.)

Order Status

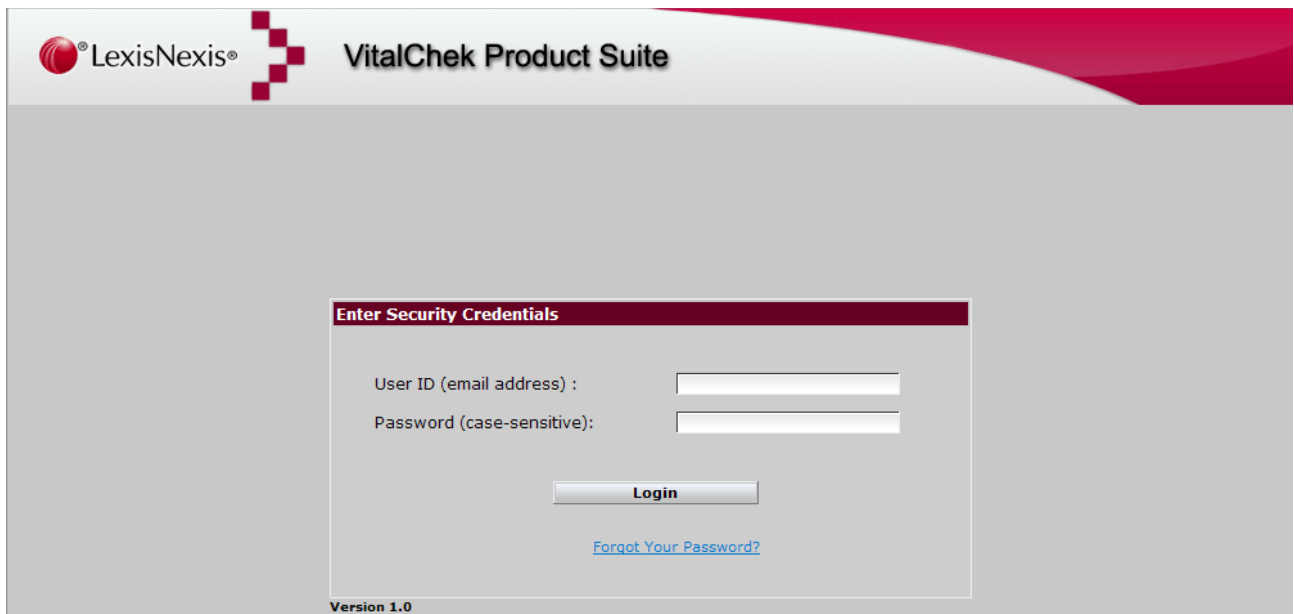
VitalChek has developed its systems to provide accurate, real-time status information to applicants. These systems are designed to reduce the number of status calls to the agency, while at the same time providing multiple, convenient accessibility to the applicant. VitalChek provides order status information through two distinct mechanisms, as follows:

- **Online Order Status** - Customers may obtain online order status 24/7 by clicking the **View Order Status** button located on the VitalChek home page and various other pages within the VitalChek.com website. For security purposes, customers are required to enter their order number and PIN to view real-time order status information. Once the order has been shipped, an e-mail containing tracking information is sent to the customer. The customer can then access shipping status from the VitalChek website
- **Order Status IVR** – Applicants may also dial into a toll-free IVR twenty-four hours a day, seven days a week to obtain order status. The IVR is fully integrated with VitalChek's order database.

By calling the IVR and entering their order number and PIN, applicants can receive real-time order status updates.

Agency Back-Office Application: VPS (VitalChek Product Suite) Web

VitalChek's VPS Web solution provides the agency with a secure platform for automated order placement, payment, and issuance workflow. VPS is completely web browser-based and is compatible with Firefox 3.0+ or Internet Explorer 7+. Agency employees can use VPS Web to manage orders placed through the VitalChek website, by phone, or by fax.



LexisNexis® VitalChek Product Suite

Enter Security Credentials

User ID (email address) :

Password (case-sensitive):

Login

[Forgot Your Password?](#)

Version 1.0

VPS (VitalChek Product Suite) Log-In Screen

VPS Web offers the following functions to the agency:

- User role selections and modifications maintained by your Agency Administrator
- Printing of combination search slips/receipts and regular mail labels.
- Provides high level summary of pending, in process, & completed transactions for the last 30 days by certificate type and shipping method.
- Robust reporting (Print and re-print capabilities)
 - Shipping Reports
 - Close reports – Detail and Summary
 - Batch Reports
 - Batch Receipts

- Advanced order searches by Order Number, Status, Authorization Code, Phone Number, Certificate Holder Name, Bill To, Order Source, Applicant Name, Ship to Name, Date of Order
- Ability to preview, generate and send notifications to consumers via mail or email, to view previous correspondence and/or to resend previous correspondence
- Automated air bill generation and email tracking number for UPS orders
- Generate daily payment to your Agency

Order Closeout

The order closeout process is configured to run automatically at the close of each business day. During the close process, the following will occur:

1. Payment – Agency will print a paper check for the amount of the certificate fees.
2. Email Notification – An ACH notification email will be generated. Up to 10 agency recipients can be included in the distribution.
3. Reconciliation Reports – The daily reconciliation reports, which provide a breakdown of the orders and the amount due to the agency for certificate fees

Overnight / Next Day Delivery

VPS Web utilizes VitalChek's highly efficient overnight parcel delivery application. The agency's staff matches printed certificates with the original printed order form (the VitalChek search slip/mailling label) and keys the order number into the VPS Web system. The program prints a shipping label and stores the tracking number with the order. VitalChek then sends an email to the applicant advising that the order has been processed and shipped. This e-mail includes the tracking number and a direct link to the express courier's tracking website. With each change of order status, VitalChek sends an e-mail so the customer can refer back to the website for order status updates.

The air bills and an accompanying manifest are automatically printed, eliminating the need for additional data entry by agency's personnel. The agency representative places the certificate, search slip/mailling label and pre-printed express courier air bill into a window envelope (provided by VitalChek) to await pickup by the courier service.

VitalChek provides envelopes and pre-printed labels from overnight carriers with the Vital Record's Office return address, as well as VitalChek's overnight carrier account billing information. All supplies are provided at no cost to the agency. Supply orders received prior to 4:00 p.m. Eastern Time, Monday through Friday, will be shipped for next day delivery.

VitalChek has entered into an agreement with UPS to provide guaranteed, overnight delivery for those customers requesting such a service. Additionally, VitalChek assumes full responsibility for and guaranteed payment of overnight delivery fees applicable to orders processed through our service. For packages that are lost, misrouted, or undeliverable, VitalChek initiates the claim process with UPS on behalf of the customer and coordinates re-issuance of the record with the agency. VitalChek assumes all costs associated with this service.

Agency Support

The agency's staff will have access to VitalChek's Technical Help Desk team via a toll-free number 24/7. The Technical Help Desk staff provides both operational and technical support, places orders for supplies, issues refunds/credits, responds to status inquiries, etc. Requests for supplies are fulfilled the same day or the following business day depending on the time the request is made.

Authentication of Applicant's Identity

The applicant identity authentication process provided by LexisNexis VitalChek Network exceeds the requirements of AB 2636 for online applications of vital records. VitalChek utilizes the identity verification and multi-factor authentication capabilities of its parent company, LexisNexis Risk Solutions, which have been seamlessly incorporated into our online ordering process. LexisNexis Risk Solutions has been certified by the U.S. government-approved Trust Framework Provider, SAFE-BioPharma Association, as an Identity Proofing Component Member. LexisNexis has satisfied all requirements for identity proofing at the National Institute of Standards and Technology (NIST) Levels 1, 2, and 3 under the Federal Identity, Credential & Access Management (FICAM) Trust Framework Provider 1.0 program.

Using data supplied by the applicant, VitalChek will leverage LexisNexis Risk Solutions linking technology, LexID®, while also performing multiple core system checks against LexisNexis' extensive public records and proprietary databases as well as data supplied by payment card processors to verify the applicant data. LexisNexis Risk Solutions has access to more than 34 billion records, as well as advanced technology that can make connections quickly between seemingly unrelated data in order to confidently and securely verify the applicant's identity.

In the event an applicant's identity cannot be established electronically, then the applicant is presented with a form and instructions to submit a notarized statement of identity. As the data required to be recorded regarding the electronic requests is maintained by the LexisNexis VitalChek Network system, VitalChek will work with the agency to prepare the required report(s) as prescribed by law.

Cost to the Consumer

VitalChek will charge the consumer as follows:

- Certificate fee – the Agency's current certificate fees.
- Express carrier fee – For orders shipped Express delivery via VitalChek's Express Courier account, VitalChek will charge the flat rate of \$19.00 for Continental United States, only. International shipping available for an additional fee.
- VitalChek handling fee - \$12.95 per order.

Payment methods

VitalChek will accept the following methods of payment:

- Credit cards: MasterCard, Visa, American Express and Discover.
- Electronic check

Responsibilities to your agency and to the consumer

VitalChek will assume the following responsibilities:

- As to your agency - once VitalChek has authorized a transaction, payment is guaranteed to the Agency. VitalChek will not seek reimbursement from you for orders not properly fulfilled, even if due to a mistake or negligence by your staff in fulfilling the order.
- As to the consumer - VitalChek will refund the consumer for documents not properly processed or delivered.

Customer/consumer services

VitalChek will provide toll-free customer/consumer services, including the following:

- 24-hour toll-free access to ordering information, providing applicants with information specific to your department.
- 24 hour access to ordering information and application forms via VitalChek's home page on the Internet.
- On line tracking of Express carrier shipments.



**MERCHANT PROCESSING AGREEMENT
APPLICATION AND FEE SCHEDULE**

A Registered Service Provider of Merrick Bank Corporation ("Merrick")

PRINT CLEARLY

ASSOCIATE:	ACCOUNT REP: Nancy Murphy 1030	DATE:
-------------------	---------------------------------------	--------------

Corporate/ Legal Name: County of Sonoma	Corporate/ Legal Name: County of Sonoma
Address (Physical Location): 585 Fiscal Dr. 103	Mailing Address: 585 Fiscal Dr. 103
City: Santa Rosa State: CA Zip: 95403	City: Santa Rosa State: CA Zip: 95403
Email Address: deva.proto@sonoma-county.org	Website Address: http://sonomacounty.ca.gov/Clerk-Recorder-Assessor-Registrar-of-Voters/
Contact Name: Deva Proto Title: Chief Deputy Clerk-Recorder	Contact Name: (Corporate Office, If Applicable) Deva Proto Title: Chief Deputy Clerk-Recorder
Business Phone #: (707) 565-3800 Fax #: (707) 565-1364	Business Phone #: (707) 565-3800 Fax #: (707) 565-1364

CHAIN MERCHANT <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Federal Tax ID Number: 94-6000539
TYPE OF BUSINESS: County Government	BUSINESS LICENSE #:
	NUMBER OF YEARS IN BUSINESS 20+Years

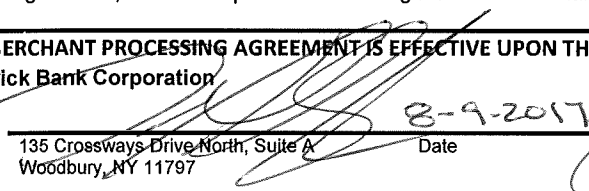
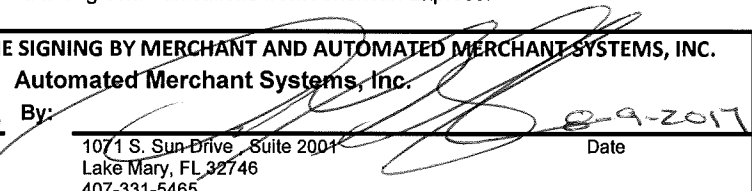
CURRENT PROCESSOR:	POS DEBIT: <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES	NETWORK:
		(Z) Star MAC (W) Star East (Q) Star West (G) Interlink (B) Maestro (K) EBT

TRADE REFERENCES:	
Company:	Contact:
Phone:	Account Type:
Company:	Contact:
Phone:	Account Type:

Authorized Signer (First): MI: Last: William F. Rousseau Title: County Clerk-Recorder-Assessor-Registrar of Voters	Phone Number: (707) 565-1877 Email Address: william.rousseau@sonoma-county.org
Alternate (First): MI: Last:	Phone Number: Email Address:
Alternate (First): MI: Last:	Phone Number: Email Address:

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: when you open an account, we may ask you for information that will allow us to identify you, including a copy of your driver's license or other identifying documents.

☐ By checking this box, Merchant opts out of receiving future commercial marketing communications from American Express.

THE MERCHANT PROCESSING AGREEMENT IS EFFECTIVE UPON THE SIGNING BY MERCHANT AND AUTOMATED MERCHANT SYSTEMS, INC.	
Merrick Bank Corporation	Automated Merchant Systems, Inc.
By:  Date: 8-9-2017	By:  Date: 8-9-2017
135 Crossways Drive North, Suite A Woodbury, NY 11797	1071 S. Sun Drive, Suite 2001 Lake Mary, FL 32746 407-331-5465

The Fee Schedule

You understand and acknowledge that you have elected to participate in the Government and Education Program provided by the Payment Brands (the "Program"). The Program allows registered and approved merchants (approved Merchant IDs or MIDs) to assess a variable service fee (a "Service Fee") on certain debit and credit card transactions. Registration and participation in the Program is subject to approval by the applicable Payment Brands and you acknowledge that you may not be eligible to participate in the Program. If registration and Payment Brand approval is obtained, you agree to comply with all Program requirements. You authorize and direct Member Bank to settle the proceeds received for Service Fees into the ISO's bank account. In the event that you receive any portion of the Service Fees, you agree to promptly pay such amounts to ISO. **Service Fees collected by ISO will be retained by ISO and you will not be responsible for the payment of any Fees or Third Party Costs.** Nothing in this Section shall be deemed to alleviate or reduce any of your other obligations under the Agreement, including, but not limited to, your responsibilities with regard to Penalties and Dispute Items.

Chargebacks, ACH Returns and Optional Reporting Item Costs

Chargebacks	ACH Rejects	Optional Reporting Fee
\$ 15.00	\$ 30.00	\$ 8.00 Per User ID/Month

Merchant: _____	
_____ Signature of Authorized Signer	_____ Date
_____ Print Name	_____ Title

MERCHANT SIGNATURE AUTHORIZATION

Name of Entity: County of Sonoma

The undersigned certifies and agrees to as follows:

1. The undersigned and any of the persons identified below are duly authorized to sign this Merchant Processing Agreement and bind the entity indicated above to it. If any official indicated below resigns or is replaced, that official's successor(s) in office shall be deemed to have signed this certification and the Merchant Processing Agreement.
2. The persons listed below are duly authorized to act for and on behalf of the entity indicated above in any manner relating to this Merchant Processing Agreement.
3. Both AMS and Merrick may rely on the authority granted in this certification and the undersigned official represent and warrants that this certification shall remain in full force and effect until revoked upon written notice to AMS.
4. The following are the names, titles and genuine signatures of the persons authorized by this certification:

TITLE	PRINT NAME	SIGNATURE
County Clerk Recorder Assessor Registrar of Voters	William F. Rousseau	

I have subscribed my name as the official indicated above as of _____, _____ (date)

Signature: _____ Print Name: _____

Title: _____

MERCHANT INQUIRY:

Has Merchant or Owners/Principals ever been terminated from accepting payment cards from any payment network for this business or any other businesses?

☐ NO ☐ YES (if yes, please explain) _____

How Many Chargebacks Last Year? _____ Total Amount: \$ _____

Please Mark all Card Types Accepted and Initial Here: _____ (initials)

☒ Debit Cards: V/MC (consumer signature cards/ all foreign issued cards/ PIN debit cards)

*For Details on how these transactions qualify at each level, please refer to your Operating Procedures Guide.

☒ Other Cards: V/MC/DISC/AMEX (business credit/debit, consumer credit, & all foreign issued cards)

This is a Payment Processing Agreement entered into as of the date accepted by ISO (defined below) and is by and among Merrick Bank, a Utah state chartered bank ("Member Bank"), Automated Merchant Systems, Inc. ("AMS") and the County of Sonoma, a political division of the State of California ("County", "Merchant", "you", "your", "yours" and the like). The term "Agreement", as used herein, shall include the Application, the fee schedule included with this Agreement, as applicable, (the "Fee Schedule"), the terms and conditions set forth below, and all attachments, exhibits, schedules and the like included herewith.

BACKGROUND INFORMATION

Member Bank is a member/acquirer of Visa U.S.A. Incorporated ("Visa"), MasterCard International ("MasterCard"), DFS Services, LLC ("Discover"), is authorized to process and settle certain transactions originated on the American Express Travel Related Services Company, Inc. ("American Express") payment network and is authorized to process Card transactions for such financial institutions and various other payment brands, payment networks and Card issuers (each a "Payment Brand"). For purposes of this Agreement, "Card" means an account, or evidence of an account, authorized and established by a Payment Brand or representatives thereof that merchants accept from their customers as payment for goods or services. Cards include, but are not limited to, credit cards, debit cards, stored value cards, loyalty cards, electronic gift cards, authorized account or access numbers, paper certificates and credit accounts. Member Bank and AMS have entered into an agreement whereby AMS acts as Member Bank's service provider and provides certain services to you through various third party service providers (AMS and such third party service providers shall hereinafter collectively be referred to as "ISO"). You desire to accept one or more types of Cards issued by a Payment Brand. Member Bank and ISO agree to provide services in accordance with the terms and conditions set forth below. Accordingly, the parties to this Agreement, intending to be legally bound, agree as follows:

OPERATIVE PROVISIONS

1. **Services.** Member Bank and ISO agree to provide you, at your U.S. locations identified in the Application (as defined below), transaction gateway, processing and/or settlement services (the "Services") in accordance with the terms and conditions of this Agreement. You agree to use Member Bank to sponsor, clear and settle all of your Card transactions. ISO hereby grants to you a limited, non-exclusive, non-transferable, revocable, royalty free right, during the Term, to use the Services, subject to the restrictions herein and any other restrictions communicated by ISO to you, solely for your internal use. ISO and its suppliers shall retain title and all ownership rights to the Services and this Agreement shall not be construed in any manner as transferring any rights of ownership or license to the Services or to the features or information therein, except as specifically stated herein. ISO is providing you with information concerning the technical requirements for allowing the Services to send and receive electronic transaction data for authorization and/or settlement from and to ISO. To utilize the Services, you must: (i) provide for your own access to the internet and pay any fees associated with such access, and (ii) provide all equipment necessary for you to make such connection to the internet, including a computer, modem and web browser. If you elect to receive transaction gateway services or certain other services from ISO, you may receive a password when registering for such services. Upon approval, that password will allow you access to those Services. You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your password or account. You agree to immediately notify ISO of any unauthorized use of your password or account or any other breach of security. You shall not: (A) decompile, disassemble, reverse compile, reverse assemble, reverse translate or otherwise reverse engineer the Services; (B) circumvent any technological measure that controls access to the Services; or (C) use the Services other than pursuant to the terms of this Agreement.

2. **Payment Brand Regulations.** All Card transactions and this Agreement are subject to, and the parties agree to be bound by, applicable Payment Brand operating rules and regulations ("Payment Brand Regulations"). The Payment Brand Regulations include the Payment Card Industry Data Security Standard, the Consortium Merchant Negative File published by Discover, Discover Information Security Compliance, Visa Cardholder Information Security Program, MasterCard's Site Data Protection Program, and the American Express Data Security Requirements, as may be amended, supplemented or replaced from time to time. A copy of the American Express Data Security Requirements ("DSR") can be obtained online at www.americanexpress.com/dsr. Merchant shall abide by and fully comply with the Payment Brand Regulations, DSS, CISIP, SDP, DSR, and any other security requirements. You are responsible for demonstrating your own, your agents, and your services' compliance with Payment Brand Regulations as they may be amended from time to time. ISO is not responsible for providing copies of the Payment Brand Regulations to you, and makes no representations or warranties regarding the accuracy of any summaries of Payment Brand Regulations it may provide. Most Payment Brand Regulations are available online, and ISO will provide you with specific website information upon request. You will comply with all state and federal laws and Payment Brand Regulations, including without limitation laws, rules and regulations regarding disclosure to customers on how and why personal information and financial information is collected and used. Furthermore, you shall comply with all of ISO's policies, procedures and guidelines governing the Services provided hereunder, as may be amended from time to time. You agree not to use, disclose, sell or disseminate any cardholder or card member (as used in and defined by the applicable Payment Brand Regulations, collectively, "Cardholder") information obtained in a Card transaction to any third party other than to, or authorized by, ISO. You agree not to store any Cardholder information obtained in a Card transaction unless specifically permitted to do so under applicable Payment Brand Regulations. You agree that ISO shall not be liable for any improperly processed transaction or third party, illegal or fraudulent access to your account, your IDs and passwords, end-user data or transaction data. ISO is not liable for your non-compliance or any costs of such non-compliance with any Payment Brand Regulation. If there is a conflict between this Agreement and the Payment Brand Regulations, the Payment Brand Regulations will apply. You will pay ISO and Member Bank immediately for all Payment Brand fines, charges, penalties and all other indebtedness levied by any Payment Brand, Card issuer, or regulatory authority that is assessed against, charged to, directly or indirectly incurred or otherwise paid by, ISO and/or Member Bank which are attributable, at Member Bank's discretion, to your Card transaction processing or business, and any other loss, liability, assessment or fine incurred arising out of your breach of this Section (collectively, "Penalties"). You are solely responsible for the security of data residing on the servers owned, controlled or operated by you or a third party designated by you (e.g., a web hosting company or other service provider). You bear no responsibility for the security of data residing on the servers owned, controlled or operated by Member Bank or ISO. If there is a security breach of your system and/or access to end-user data or transaction data by an unauthorized third party, you shall immediately notify ISO upon discovery of such breach and shall take such precautions as may be necessary to prevent such breaches from occurring in the future, as required by applicable law and Payment Brand Regulations. You agree that ISO may disclose to any Payment Brand information regarding you and your transactions, and that such Payment Brand may use such information to perform its responsibilities in connection with its duties as a Payment Brand, promote the Payment Brand, perform analytics and create reports, and for any other lawful business purposes, including commercial marketing communications purposes within the parameters of the Payment Brand Regulations. A Payment Brand may use the information about you obtained in this Agreement at the time of setup to screen and/or monitor you in connection with Payment Brand marketing and administrative purposes. You agree that you may receive messages from a Payment Brand, including important information about Payment Brand products, services, and resources available to your business. These messages may be sent to your mailing address, phone numbers, email addresses or fax number. You may be contacted at your wireless telephone number and communications sent may include autodialed short message service (SMS or "text") messages or automated or prerecorded calls.

3. **Fees.** The fees to be charged by Member Bank or ISO to you or your customers for the Services provided to Non-Program Locations are set forth in the Application and Fee Schedule (collectively, the "Fees"). ISO may change such Fees to recover the costs to provide the Services ("Costs") upon 30 days prior written notice to you. The Fees do not include, and you hereby agree to pay, all (i) Penalties, and (ii) chargebacks of Card transactions, refunds and related interchange fees and assessments (collectively, "Dispute Items"). Interchange fees and assessments charged hereunder will not be credited back to you if a transaction is subsequently reversed or otherwise processed as a credit or chargeback. Costs for a given Card transaction depends on a number of factors such as the type of Card presented, specific information contained in the Card transaction, how and when the Card transaction is processed and other factors. Payment Brands and other third parties regularly add new Costs, change the rates for existing Costs, or change the qualification criteria for existing Costs. Changes in the way you accept and process Card Transactions, the volume of your Card Transactions, the products and services you provide, and numerous other factors may affect your Costs.

4. **Card Transactions.** In addition to the requirements for Card transactions set forth in the Payment Brand Regulations, you agree that you will not, unless authorized to do so under the Payment Brand Regulations, (a) deposit into any bank account owned or controlled by you ("Account(s)") any sales or credits for any Card transaction between a Cardholder and an entity other than you; or (b) make a cash disbursement to a Cardholder arising out of a Card transaction or any other use of a Card, or use your personal Card(s) to process transactions using your merchant account with ISO that would constitute a cash advance.

5. Your Bank Account

a. You shall establish, and at all times during the Term, maintain one or more Accounts with one or more banks in order to facilitate payment of amounts due from time to time under this Agreement, which banks and Accounts shall be identified in the Application. To secure the extension of credit and your obligations under this Agreement including, without limitation, your obligation to pay, to the extent applicable, Fees, Third Party Costs, Dispute Items and/or Penalties, you grant to Member Bank and ISO a security interest in your deposited sales and all funds maintained in the Account(s).

b. All credits in connection with Card transactions and other amounts owing under this Agreement shall be made to your Account. You authorize Member Bank, without further notice to you, to credit the Account(s). Any Fees, Costs, Dispute Items and/or Penalties payable by you pursuant to the terms and conditions of this Agreement not collected by Member Bank or ISO shall be invoiced to you by Member Bank or ISO and are due upon your receipt of such invoice.

c. If you have more than one deposit account with your banks, any or all of such accounts may be treated as the Account and may be credited in connection with Card transactions and other amounts owing under this Agreement as Member Bank or ISO may determine; provided, that you may designate a particular Account with respect to certain amounts to be credited, from time to time by Member Bank in connection with particular Card transactions. Member Bank agrees to comply with such designation.

d. If you desire to change the Account, you shall notify ISO in writing at least ten (10) days prior to the effective date of the change and shall follow ISO's procedures for completing the change.

6. Display of Service Marks, Advertising and Promotional Materials

a. You shall prominently display any service marks, identification logos and any other promotional materials (collectively, the "Service Marks") that ISO furnishes to you to alert Cardholders that Cards will be honored by you. This requirement shall not apply to private clubs or other merchants that do not serve the general public or other class of merchants exempted by a Payment Brand. The Service Marks for each Payment Brand must be at least the dimension of and as prominent as any other card program mark or logo displayed.

b. You may use the Service Marks only to indicate that Cards are accepted by you for payment. You shall not state, imply or use the Service Marks to indicate that ISO or any Payment Brand endorses, sponsors, produces, offers, sells or is affiliated with any of your goods or services.

c. You shall not refer to ISO or any Card or Payment Brand in stating eligibility for your merchandise, services or membership.

d. Your use of the Service Marks of any Payment Brand shall be governed by the Payment Brand's Regulations.

e. Your right to use or display the Service Marks shall continue so long as this Agreement remains in effect, unless ISO directs that such use or display shall cease. You acknowledge that the Service Marks are the property of the applicable Payment Brand and you shall not infringe upon the Service Marks.

f. All point of sale displays or websites must include appropriate Service Marks to indicate acceptance of Cards or Payment Brand approved signage to indicate acceptance of the limited acceptance category you have selected.

7. **Term.** This Agreement will be effective as of the date it is accepted by Member Bank and ISO and will continue in effect for a term of three (3) years following such date (the "Initial Term"), unless terminated earlier in accordance with Article 11 below. Notwithstanding the forgoing, Member Bank may terminate this Agreement for any or no reason with 30 days' written notice to you.

8. **Events of Default.** An "Event of Default" shall mean the occurrence or existence of one or more of the following events or conditions, whatever the reason for such Event of Default and whether voluntary, involuntary or effected by operation of law: (a) you fail to pay any obligation under this Agreement to Member Bank or ISO when due; (b) any representation or warranty made by you under this Agreement, the Application or any financial statement, certificate, report, exhibit or document required to be furnished by you to Member Bank or ISO pursuant to this Agreement shall prove false or misleading in any material respect as of the time when made, including any omission of material information necessary to make such representation, warranty or statement not misleading or the failure to provide required information; (c) you shall default in the performance or observance of any covenant, agreement or duty under this Agreement or any Payment Brand Regulation; (d) you are no longer allowed by a Payment Brand to accept such Payment Brand's Cards as payment or your name appears on a Payment Brand's terminated merchant file; (e) Member Bank or ISO reasonably conclude that any criminal, fraudulent, unauthorized or suspicious activity has occurred or is imminent with respect to your acceptance of Cards or your performance under this Agreement; (f) there is an unexplained material change in your processed volume, average ticket size or mode of sale; (g) Member Bank or ISO reasonably conclude that there exists a risk of an abnormal level of chargebacks or that you may not fund Fees, Costs, Dispute Items, or Penalties as they occur; (h) you have defaulted on any obligation for borrowed money and the effect thereof may permit the holder of such indebtedness to accelerate the time when repayment is due; (i) there is an adverse material change in your business, operations, financial condition, properties, assets or prospects; (j) one or more judgments against you for the payment of money remain undischarged, unsatisfied or unstayed for a period of 45 consecutive days; (k) your lender takes possession of your inventory; (l) a writ or warrant of attachment, garnishment, execution, or similar process shall have been issued against you or any of your assets; (m) a proceeding shall have been instituted with respect to you (1) seeking an order for relief or a declaration entailing a finding that you are insolvent or seeking a similar declaration or finding, or seeking dissolution, winding up, charter revocation or forfeiture, liquidation, reorganization, arrangement, adjustment, composition or other similar relief with respect to you, your assets or your debts under any law relating to bankruptcy, insolvency, relief of debtors or protection of creditors, termination of legal entities or any other similar law now or hereafter in effect, or (2) seeking appointment of a receiver, trustee, custodian, liquidator, assignee, sequestrator or other similar official for you or for all or any substantial part of your assets; or (n) you shall become insolvent, shall become generally unable to pay your debts as they become due, shall voluntarily suspend transaction of your business, shall make

a general assignment for the benefit of creditors, shall institute a proceeding described in subsection (m)(1) above, or shall consent to any such order for relief, declaration, finding or relief described therein, shall institute a proceeding described in subsection (m)(2) above, or shall consent to any such appointment or to the taking of possession by any such official of all or any substantial part of your assets, shall dissolve, windup, revoke or forfeit your charter (or other constituent documents) or liquidate yourself or any substantial part of your assets, or shall take any action in furtherance of any of the foregoing; (o) accept a Card for an unlawful Internet gambling transaction; or (p) you fail to become or remain "PCI compliant" (as required under applicable Payment Brand Regulations) and/or you fail to certify such compliance to ISO upon request. You shall notify Member Bank and ISO in writing immediately upon becoming aware of an Event of Default, or an event which, with the passing of time or the giving of notice, or both, would constitute an Event of Default.

9. Remedies Upon Event of Default. Upon the occurrence of any Event of Default, Member Bank and ISO may employ any or all of the following remedies it deems appropriate: (a) terminate this Agreement immediately upon written notice to you; (b) without prior notice to you, refuse to accept or revoke acceptance of any sales or credit, or the electronic transmission thereof if applicable, received by Member Bank or ISO on or at any time after the occurrence of any Event of Default; (c) establish a reasonable reserve using your funds in Member Bank's possession to cover foreseeable Fees, Costs, Dispute Items, Penalties, and Cardholder credits; (d) increase the Fees commensurate with the increased risk; (e) require you to deposit, as cash collateral, such amounts as Member Bank or ISO may require to secure your obligations hereunder; (f) report to one or more credit reporting agencies any outstanding indebtedness to Member Bank or ISO; or (g) take such other action as may be permitted by law.

10. Change in Your Business. You shall provide Member Bank and ISO at least thirty (30) days prior written notice of your intent to change in any way the basic nature of your business, including without limitation, a change in the types of merchandise or services sold, or the method of selling such products or services. Upon its receipt of notice of such change, Member Bank and ISO shall have the right to terminate this Agreement without further obligation upon providing thirty (30) days prior written notice to you.

11. Termination by You. 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 thirty (30) days written notice to Member Bank and ISO. You may terminate this Agreement upon thirty (30) days prior written notice to Member Bank and ISO in the event of (a) your receipt of notice of any increase in Fees payable to Member Bank and ISO pursuant to Section 3 hereof (excluding Fee increases pursuant to Section 9); or (b) any material amendment or modification to this Agreement made by Member Bank or ISO pursuant to Section 17 hereof which adversely affects you in any material respect (excluding material amendments or modifications required due to changes to a Payment Brand Regulation or applicable federal, state or local law or regulation). Your right to terminate pursuant to this Section 11 shall expire thirty (30) days following your receipt of notice of any such Fee increase or material amendment or modification. If this Agreement is terminated, regardless of cause, Member Bank may withhold and discontinue the disbursement for all Card transactions in the process of being collected and deposited. If termination is due to the occurrence of an Event of Default or if you otherwise breach this Agreement, you acknowledge that Member Bank or ISO may be required to report your business name and the names and other identification of your principals to the terminated merchant file maintained by the Payment Brands. You expressly agree and consent to such reporting if you are terminated for any reason requiring listing on the terminated merchant file. You waive and will hold harmless Member Bank and ISO from any claims that you may raise as a result of Member Bank or ISO terminated merchant file reporting. Further, you will return all Member Bank and ISO property, forms, or equipment. All obligations for transactions prior to termination (including payment for Fees, Third Party Charges, Dispute Items, Penalties and Member Bank's expenses relating to chargebacks) survive termination. Neither Member Bank nor ISO is liable to you for damages (including prospective sales or profits) due to termination. Upon termination, any amounts due to Member Bank or ISO will accelerate and be immediately due and payable, without any notice, declaration or other act whatsoever.

12. Credit Inquiries; Reporting; Financial Statements. You authorize Member Bank and ISO to make any credit inquiries they consider necessary to accept or to renew their acceptance of this Agreement. You also authorize any person or credit reporting agency to compile information to answer such credit inquiries and to furnish such information to Member Bank and ISO. You agree to provide to ISO such financial statements or other information concerning your business or operations as may be requested by ISO from time to time, in appropriate detail, promptly upon request by ISO. Upon request by ISO, you shall furnish to ISO, within 180 days after the end of your fiscal year unless an extension has been granted to County by the oversight agency, in which case within the number of days specified in the extension, an audited financial statement of profit and loss for such fiscal year and an audited balance sheet as of the end of such fiscal year. ISO may, at its discretion, accept unaudited financial statements prepared by a public accounting firm.

13. Representation and Warranties; Disclaimers. You make the following representations and warranties which shall be true and correct on the date of this Agreement and at all times thereafter: (a) all information contained in the Application or any other document delivered to Member Bank and ISO in connection therewith or with this Agreement is true and complete in all material respects; (b) you have the power to execute, deliver and perform this Agreement; (c) this Agreement is duly authorized and will not violate any provisions of law, or conflict with any other agreement to which you are subject or by which your assets are bound; (d) you have all required licenses, if any, to conduct your business and are qualified to do business in every jurisdiction where it is required to do so; and (e) there is no action, suit or proceeding at law or in equity pending, or to your knowledge, threatened, by or against or affecting you which if adversely decided to you would impair your right to carry on your business substantially as now conducted or adversely affect your financial condition or operations in any material respect. EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH HEREIN, THE SERVICES ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATIONS OR WARRANTIES. ISO DOES NOT REPRESENT OR WARRANT THE PRODUCTS AND SERVICES WILL BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE OR ENTIRELY ERROR-FREE. YOU MAY NOT RELY ON ANY REPRESENTATION OR WARRANTY REGARDING THE SERVICES MADE BY ANY THIRD PARTY IN CONTRAVENTION OF THE FOREGOING STATEMENTS. ISO SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS WHETHER EXPRESS OR IMPLIED, ARISING BY STATUTE, OPERATION OF LAW, USAGE OF TRADE, COURSE OF DEALING, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR TITLE WITH RESPECT TO THE SERVICES. YOU UNDERSTAND AND AGREE THAT ISO SHALL BEAR NO RISK WITH RESPECT TO YOUR SALE OF YOUR PRODUCTS OR SERVICES INCLUDING, WITHOUT LIMITATION, ANY RISK ASSOCIATED WITH CARD FRAUD, PENALTIES OR CHARGEBACKS. ISO MAKES NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, NOR DOES ISO MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH USE OF THE SERVICES.

14. Hold Harmless. To the extent permissible under applicable law, you agree to hold harmless Member Bank and ISO, their respective affiliates, directors, officers, employees and agents from all claims, liabilities, loss, damage, and expenses of any nature (including fees and expenses of legal counsel and costs of litigation) arising from or in connection with: (a) any dispute or claim made by a Cardholder with respect to a Card transaction, including but not limited to, any such dispute concerning the quality, fitness or delivery of merchandise or the performance or quality of services; and (b) your failure to comply with the provisions of this Agreement, Payment Brand Regulations or applicable federal, state or local laws and regulations. You acknowledge and agree that, in addition to clearing and settling Transactions, Member Bank collects fees, costs, and other charges due under this Agreement at ISO's instruction. You agree that Member Bank has no duty to verify, audit, review or otherwise oversee the fees, costs, or other charges that Member Bank collects from you and you hereby release Member Bank, hold Bank harmless from, and agree not to sue Member Bank alleging any overcharges or other billing claims under this Agreement. ISO agrees to hold harmless County and its affiliates, directors, officers, employees and agents from all claims, liabilities, loss, damage, and expenses of any nature (including fees and expenses of legal counsel and costs of litigation) arising from or in connection with ISO's failure to comply with the provisions of this Agreement, Payment Brand Regulations or applicable federal, state or local laws and regulations.

15. CHOICE OF LAW; JURISDICTION; WAIVER. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF IN WHICH YOU ARE LOCATED. YOU, MEMBER BANK AND ISO HEREBY IRREVOCABLY AND UNCONDITIONALLY: (A) AGREE THAT ANY ACTION, SUIT OR PROCEEDING BY ANY PERSON ARISING FROM OR RELATING TO THIS AGREEMENT OR ANY STATEMENT, COURSE OF CONDUCT, ACT, OMISSION OR EVENT OCCURRING IN CONNECTION WITH THIS AGREEMENT (COLLECTIVELY, "RELATED LITIGATION") MUST BE BROUGHT IN A STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE COUNTY AND STATE IN WHICH YOU ARE LOCATED; (B) SUBMIT TO THE JURISDICTION OF SUCH COURTS; (C) WAIVE ANY OBJECTION WHICH IT MAY HAVE AT ANY TIME TO THE LAYING OF VENUE OF ANY RELATED LITIGATION BROUGHT IN ANY SUCH COURT; (D) WAIVE ANY CLAIM THAT ANY SUCH RELATED LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM, AND WAIVE ANY RIGHT TO OBJECT, WITH RESPECT TO ANY RELATED LITIGATION BROUGHT IN ANY SUCH COURT, THAT SUCH COURT DOES NOT HAVE JURISDICTION OVER YOU OR ISO; (E) CONSENT AND AGREE TO SERVICE OF ANY SUMMONS, COMPLAINT OR OTHER LEGAL PROCESS IN ANY RELATED LITIGATION BY REGISTERED OR CERTIFIED U.S. MAIL, POSTAGE PREPAID, TO YOU AT THE ADDRESS IN THE APPLICATION AND CONSENTS AND AGREES THAT SUCH SERVICE SHALL CONSTITUTE IN EVERY RESPECT VALID AND EFFECTIVE SERVICE (BUT NOTHING HEREIN SHALL AFFECT THE VALIDITY OR EFFECTIVENESS OF PROCESS SERVED IN ANY OTHER MANNER PERMITTED BY LAW); AND (F) WAIVE THE RIGHT TO TRIAL BY JURY IN ANY RELATED LITIGATION. THE PREVAILING PARTY IN ANY RELATED LITIGATION SHALL BE ENTITLED TO RECOVER ITS REASONABLE ATTORNEY'S FEES, COST AND EXPENSES.

16. LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY LAW, NO CLAIM MAY BE MADE BY ANY PARTY HERETO AGAINST ANY OTHER PARTY HERETO OR ANY OF THEIR RESPECTIVE AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS OF ANY OF THEM FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES IN RESPECT OF ANY CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT OR ANY STATEMENT, COURSE OF CONDUCT, ACT, OMISSION OR EVENT OCCURRING IN CONNECTION WITH THIS AGREEMENT UNLESS SUCH CLAIM ARISES FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUCH PARTY AND EACH PARTY HERETO HEREBY WAIVES, RELEASES AND AGREES NOT TO SUE UPON ANY SUCH CLAIM FOR ANY SUCH DAMAGES, WHETHER SUCH CLAIM PRESENTLY EXISTS OR ARISES HEREAFTER AND WHETHER OR NOT SUCH CLAIM IS KNOWN OR SUSPECTED TO EXIST IN ITS FAVOR.

17. CONFIDENTIAL INFORMATION. County will produce this Agreement in response to a California Public Records Act request. However, before producing this Agreement, County will give ISO five (5) days written notice of such request to disclose and the ISO may seek to obtain a court order to determine whether there is an exemption that would prevent the disclosure of this Agreement or any other responsive documents.

18. MISCELLANEOUS PROVISIONS.

a. You shall not subcontract, assign or transfer any interest, obligation or right under this Agreement without the prior written consent of Member Bank and ISO. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns. ISO and Member Bank may transfer their respective rights and responsibilities hereunder to another institution authorized by the Payment Brand Regulations to hold such rights without your consent.

b. This Agreement may be modified by Member Bank only to the extent necessary to comply with any amendments or modifications to the Payment Brand Regulations or as required by applicable law or regulation upon 30 days prior written notice to you.

c. No party shall, by the mere lapse of time, without giving notice or taking other action, be deemed to have waived any of their rights under this Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of this Agreement.

d. In order to maintain quality service, Member Bank or ISO may monitor or record your telephone communications.

e. No party shall be liable for any loss or damage due to causes beyond its control, including earthquake, war, fire, flood, power failure, acts of God or other catastrophes.

f. Each party and each person signing on behalf of a party represents and warrants that it has the full legal capacity and authority to enter into and perform the obligations of this Agreement without any further approval. Nothing in this Agreement shall be deemed to create a partnership, joint venture or any agency relationship between the parties.

g. This Agreement and the documents referenced herein constitute the entire understanding of the parties with respect to the subject matter of this Agreement, and all prior agreements, understandings and representations are terminated and canceled in their entirety.

h. If there is any conflict between a part of this Agreement and any present or future Payment Brand Regulation or applicable federal, state or local law or regulation, only the part of this Agreement that is affected shall be modified and that modification shall be limited to the minimum necessary to bring this Agreement within the requirements of the Payment Brand Regulation, law or regulation.

i. All notices, including invoices, given in connection with this Agreement, shall be in writing and shall be effective upon actual receipt. Notices shall be delivered to the appropriate party at its address set forth on the attached Disclosure Page.

j. You shall be liable for all applicable taxes and obligations incurred by County and required to be paid or collected as a result of this Agreement.

k. All of your obligations, warranties and liabilities incurred or existing as of the date of termination of this Agreement, including without limitation, your obligations with respect to subsequent Fees, Costs, Penalties or Dispute Items based upon Card transactions incurred prior to termination, shall survive termination and shall continue in full force and effect as if the termination had not occurred. The right to revoke credit as well as hold, retain or set off against amounts due to you, shall survive the termination of this Agreement and shall continue in full force and effect as if termination had not occurred.

l. No other person or entity may be deemed a third party beneficiary of this Agreement.

Disclosure Page (Processor Copy)

Member Bank Information

Name: Merrick Bank, a Utah state chartered bank
Address: 135 Crossways Park Drive North, Suite A,
Woodbury, NY 11797
Phone: (800)267-2256

Important Member Bank Responsibilities

1. Member Bank is the **only party** to the Merchant Processing Agreement approved to accept Visa products directly from a Merchant.
2. Member Bank must be a principal (signer) to the Merchant Processing Agreement.
3. Member Bank is responsible for educating the Merchant on pertinent Visa U.S.A. Inc. Operating Regulations with which the merchant must comply.
4. Member Bank is responsible for and must provide settlement funds to the Merchant.
5. Member Bank is responsible for all funds held in reserve that are derived from settlement.

Merchant Information

Merchant Name: County of Sonoma
Merchant Address: 585 Fiscal Dr., Room 103
Santa Rosa, CA 95403
Merchant Phone: (707) 565-3800

Important Merchant Responsibilities

1. Ensure compliance with cardholder data security and storage requirements.
2. Maintain fraud and chargebacks below thresholds.
3. Review and understand the terms of the Merchant Processing Agreement.
4. Comply with Visa Operating Regulations.

The responsibilities listed above do not supersede terms of the Merchant Processing Agreement and are provided to ensure Merchant understands some important obligations of each party.

Merchant's Signature

Date

Merchant's Printed Name & Title

Disclosure Page (Merchant Copy)

Member Bank Information

Name: Merrick Bank, a Utah state chartered bank
Address: 135 Crossways Park Drive North, Suite A,
Woodbury, NY 11797
Phone: (800)267-2256

Important Member Bank Responsibilities

1. Member Bank is the **only party** to the Merchant Processing Agreement approved to accept Visa products directly from a Merchant.
2. Member Bank must be a principal (signer) to the Merchant Processing Agreement.
3. Member Bank is responsible for educating the Merchant on pertinent Visa U.S.A. Inc. Operating Regulations with which the merchant must comply.
4. Member Bank is responsible for and must provide settlement funds to the Merchant.
5. Member Bank is responsible for all funds held in reserve that are derived from settlement.

Merchant Information

Merchant Name: County of Sonoma
Merchant Address: 585 Fiscal Dr., Room 103
Santa Rosa, CA 95403
Merchant Phone: (707) 565-3800

Important Merchant Responsibilities

Ensure compliance with cardholder data security and storage requirements.

2. Maintain fraud and chargebacks below thresholds.
3. Review and understand the terms of the Merchant Processing Agreement.
4. Comply with Visa Operating Regulations.

The responsibilities listed above do not supersede terms of the Merchant Processing Agreement and are provided to ensure Merchant understands some important obligations of each party.

Merchant's Signature

Date

Merchant's Printed Name & Title

AMS - MERRICK LOCATION ADDENDUM

PRIMARY MERCHANT INFORMATION:		Location No: 1	Date:
Legal Name:	County of Sonoma		Bank Chain: 102152
Main Contact:	Deva Proto	Title: Chief Deputy Clerk Rec	Merchant Number: 317730290339 <small>(Assigned Upon Approval)</small>

LOCATION INFORMATION:	
DBA: County of Sonoma, Clerk-Recorder-Assessor	Statement DBA (23 Chr. Max): Sonoma Co, Clk-Rec-Assr
Main Contact: Rebekah Heinze	Email: rebekah.heinze@sonoma-county.org
Title: Administrative Services Officer	Phone #: (707) 565-3800 Fax #: (707) 565-1364
Location Address: 585 Fiscal Dr. 103	City: Santa Rosa ST: CA Zip: 95403
Mailing Address: 585 Fiscal Dr. 103	City: Santa Rosa ST: CA Zip: 95403
Customer Service Phone Number: (707) 565-3800	SIC: 9399 Sales Rep: Nancy Murphy 1030
Avg Ticket: \$55.00 Max: Monthly Vol: \$4,000.00	Swipe % 0 Keyed % 0 MOTO % 0 Internet % 100
Merchant Products or Services Offered (be specific): Official Public Records / recorded doc copies, Fictitious Bus, Name Statement copies, Clerk filed document copies	
Terminal / Payment Application: Eagle Recorder	Version: 2016.4
Does Merchant Use Independent Servicer (store, maintain, or transmits cardholder data)? (if yes, provide the following)	
Servicer / Payment App. Manufacturer: BridgePay Network Solutions / Tyler Technologies	Phone:
American Express (10 Digits): <input type="checkbox"/> Apply for American Express	
Program: Service Fees: Account Name: AMS*Service Fee MID: 730290342 Rate: \$2.00 Service Fee per transaction	

SITE INFORMATION:			
Merchant Type: Internet Website	Building Type: Office Building	Area Zoned: Commercial	Square Footage: 5001 - 10000
			Merchant: Owns
Landlord:	Contact:	Phone:	
Fulfillment Co.:	Contact:	Phone:	
This Location is Open for Business: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Inspected By:	Date:

MOTO - ECOMMERCE QUESTIONNAIRE		Complete if Processing Less Than 70 % Card Present	
Sell To: Business: 40 % Public: 60 % Locally	Does the Merchant Own Product/Inventory? YES		
Marketing:	Are Products Stored at the Business Location? YES		
	If No, Where?		
Orders Processed by: Merchant	If Processing Internet Transactions (Please Complete The Following)		
Cards Processed by: Consumer	Internet transactions encrypted by SSL or Better? YES		
When is the cardholder Charged? Time of Order	Digital Certificate Utilized? YES Exp Date:		
How many days to fulfill orders? 1 - 7 Days	Certificate Number:		
Shipped by: Merchant	Certificate Issuer: Individual		
Products Shipped by: US Mail	URL:		
Delivery Receipt Requested? NO			

DDA BANK ACCOUNT INFORMATION:			
This area should be completed for Added/Subsequent locations with DDA other than main location. Please Include a Voided Check. If this is a "Deposit Only" account then a letter from the Financial Institution verifying Transit and Routing Number and DDA# is required.			
Account Type: C K	ACH Deposit Routing/Transit #	ACH Deposit Account Number	Bank Name: Bank of America
Account Type: C K	ACH Fees Routing/Transit #	ACH Fees Account Number	Contact: Phone:
Merchant hereby authorizes Merrick Bank and Automated Merchant Systems, Inc. to initiate credit entries for amounts originating under the Merchant Processing Agreement (via ACH or otherwise as defined in the Merchant Processing Agreement). NOTE: Attach Voided Check			

The Merchant agrees to abide by the terms & conditions contained in the Merchant Processing Agreement signed on _____, provided, however, that the term of the Merchant Processing Agreement relating to the above-referenced Additional Location shall be for the same length of time as the initial Term (defined in the Merchant Processing Agreement), and such Initial Term for the Additional Location shall commence on the date signed by Officer/Owner, indicated below.			
Printed Officer/Owner Name	Signature	Title	Date



County of Sonoma Agenda Item Summary Report

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

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

To: Sonoma County Board of Supervisors

Board Agenda Date: September 12, 2017

Vote Requirement: Majority

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

Staff Name and Phone Number:

William F. Rousseau, 707-565-1876

Supervisory District(s):

All

Title: Consolidation of November 7, 2017, Consolidated Elections

Recommended Actions:

Adopt a resolution authorizing consolidation of any local elections where the legislative body of those jurisdictions calling the elections have requested consolidation and submitted such requests to the County, as required by Elections Code 10402, for November 7, 2017.

Executive Summary:

The Consolidated Elections are set to be held on Tuesday, November 7, 2017. Multiple local jurisdictions have called an election in their areas for the same date and have requested consolidation as authorized by state law. Elections Code §10400 provides that when two or more elections for local jurisdictions are called on the same day, they may be consolidated upon the order of the governing body or bodies calling the elections.

Discussion:

Costs of the elections are shared between the entities involved pursuant to Elections Code §10416. The full costs of conducting these elections will be billed to the involved jurisdictions following the election.

Copies of resolutions received in this office from special districts wishing to consolidate their respective elections with the Consolidated Elections are on file with the Clerk of the Board.

As of August 11, 2017, the consolidation deadline, the following districts and cities have requested consolidation for the November 7, 2017, ballot:

School District: Wilmar Union

Water District: Timber Cove Water

Cities: Cotati, Town of Windsor

Prior Board Actions:			
September 20, 2016 Authorized consolidation of the November 8, 2016 Presidential General Election.			
Strategic Plan Alignment Goal 4: Civic Services and Engagement			
By conducting elections for local jurisdictions we provide a civic service that also enables voter participation.			
Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
Costs of the consolidated elections are shared among all entities involved. Each jurisdiction requesting consolidation with the Consolidated Elections will pay a pro-rata share of the costs associated with conducting the election.			
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:
Copies of resolutions from districts and cities.



County of Sonoma

State of California

Date: September 12, 2017

Item Number: _____
Resolution Number: _____

☐ 4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Authorizing Consolidation of any Local Election Which May Be Held on Tuesday, November 7,
2017.**

Whereas, Tuesday, November 7, 2017, is an established election date, and

Whereas, Elections Code §10400 provides that when two or more elections for local jurisdictions are called to be held on the same day, they may be consolidated upon the order of the governing body or bodies calling the elections; and

Whereas, the County of Sonoma has received requests from multiple jurisdictions to consolidate their local elections with the Consolidated Elections being conducted on November 7, 2017.

Now, Therefore, Be It Resolved that the Board of Supervisors does hereby authorize the consolidation of any local election which may be held on Tuesday, November 7, 2017, with the Consolidated Elections, provided that the local jurisdiction calling the election pay its pro-rata share of the costs incurred throughout the conduct of said elections.

Supervisors:

Gorin: Rabbitt: Gore: Hopkins: Zane:

Ayes: Noes: Absent: Abstain:

So Ordered.



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number:16

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

To: Sonoma County Board of Supervisors

Board Agenda Date: September 12, 2017

Vote Requirement: Majority

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

Staff Name and Phone Number:

William F. Rousseau, 707-565-1876

Supervisory District(s):

All

Title: General District Election Appointments

Recommended Actions:

Adopt the resolution appointing nominees to the office of Director of their respective districts for the following districts: Laguna Joint School District, Lincoln School District, Cazadero Community Services District, Occidental Community Services District, Bennett Valley Fire Protection District, Bodega Bay Fire Protection District, Glen Ellen Fire Protection District, Schell-Vista Fire Protection District, Bodega Bay Public Utility District Office, Camp Meeker Recreation and Park District, Monte Rio Recreation and Park District, Russian River Recreation and Park District, Forestville County Water District, Forestville County Water District, North Bay Water District, North Bay Water District, Rains Creek/Hiatt Road County Water District, Russian River County Water District, Timber Cove County Water District.

Executive Summary:

An election is scheduled for November 7, 2017, to elect directors to numerous special districts. In those districts in which the number of nominees is equal to or less than the number of offices to be filled, Elections Code Section 10515 provides for appointment of the nominees by the Board of Supervisors, rather than requiring an election.

Discussion:

The attached resolution includes the names of the candidates who have qualified for appointment to their respective districts pursuant to the above-stated provision of state law. Further, Elections Code §10515 requires that these appointments be made by the Board of Supervisors, as the supervising authority, prior to November 27, 2017. Each person so appointed shall qualify, take office, and serve exactly as if elected at a general district election for such office.

For those offices for which no nominations were made, the law provides that the Board of Supervisors appoint any person who is qualified to hold the office as of November 7, 2017, and fill the vacancies no later than November 27, 2017. Separate memos to the Clerk of the Board and to the Supervisors will list

the vacant positions and the necessary qualifications for appointment. It will be incumbent upon the Board to identify qualified candidates and make the necessary appointments to fill the vacant seats.

Upon adoption of this resolution the Registrar of Voters Office will issue certificates of election to the respective nominees.

Prior Board Actions:

None.

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Making general district election appointments supports civic services and engagement by encouraging citizens to participate in local government, which facilitates education to local communities regarding district business. As a requirement of law, the Board of Supervisors must appoint qualified candidates to the offices described above when there are insufficient or no nominees. Without such appointment, terms of appointed incumbents in future election cycles, as well as district boards' ability to conduct business, could potentially be disrupted.

Fiscal Summary

Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			

Narrative Explanation of Fiscal Impacts:

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):			
Attachments:			
Resolution.			
Related Items “On File” with the Clerk of the Board:			
None.			



County of Sonoma

State of California

Date: September 12, 2017

Item Number: _____

Resolution Number: _____



4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Appointing Nominees to the Offices of Director of Their Respective Districts.

Whereas, the November 7, 2017, General District Election was the regularly scheduled election for directors of the following districts; and

Whereas, each of the following districts has a number of nominees equal to or less than the number of offices to be filled in each respective district; and

Whereas, Elections Code §10515 provides that in such cases the supervising authority shall appoint such nominees as directors to serve exactly as if elected; and

Whereas, the following names persons are the nominees for the office of Director for each of the following districts as set forth below:

Laguna Joint School District: Term, 4 years: Daniel Hess, Sharon Baretta Hess.

Lincoln School District: Term, 4 years: Jim Grossi, Janeen Corda.

Cazadero Community Services District: Term, 4 years: Maureen Berry, Homer Canelis.

Occidental Community Services District: Term, 4 years: John Gonnella.

Bennett Valley Fire Protection District: Term, 4 years: Mark Richardson, Arnie Tognozzi.

Bodega Bay Fire Protection District: Term, 4 years: Charles G. Bone, Dave Kruppa, Liz Martin.

Glen Ellen Fire Protection District: Term, 4 years: Raymond Fredricks, Robert James Norrbom, Sr.

Schell-Vista Fire Protection District: Term, 4 years: Robert Kruljac, Joseph E. Petersen.

Bodega Bay Public Utility District: Office #1, Term, 4 years: Peter Rooney.

Camp Meeker Recreation and Park District: Term, 4 years: Gary Helfrich, Valery Larson, Anthony Tominia.

Monte Rio Recreation and Park District: Term, 4 years: Jean Sasso, Korie Y. Shokmalli.

Russian River Recreation and Park District: Term, 4 years: Vicki Cunningham, Steven L. Jackson.

Forestville County Water District: Term, 4 years: Steven Bandettini, Terry Morgan.

Forestville County Water District: Term, 2 years: Matthew McDermott.

North Bay Water District: Term, 4 years: Michael Mulas, Matthew Stornetta.

North Bay Water District: Term, 2 years: Michael J. Sangiacomo, Carolyn L. Wasem.

Rains Creek/Hiatt Road County Water District: Term, 4 years: Alison Whipple.

Russian River County Water District: Term, 4 years: Richard McGowan, Janet Zagoria.

Timber Cove County Water District: Term, 4 years: Chris Feddersohn, John D. Rea, Lorrie Uribe.

Now, Therefore, Be It Resolved, that pursuant to Elections Code Section 10515, the Board of Supervisors of the County of Sonoma does hereby appoint the herein names nominees who shall take office and serve exactly as if elected at the November 7, 2017, General District Election for the term prescribed by law.

Supervisors:

Gorin: Rabbitt: Gore: Hopkins: Zane:

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: Sonoma County Board of Supervisors

Board Agenda Date: September 12, 2017

Vote Requirement: Majority

Department or Agency Name(s): General Services / Transportation & Public Works

Staff Name and Phone Number:

Marc McDonald, General Services: 707-565-3468
Trish Pisenti, Transportation & Public Works:
707-565-7958

Supervisory District(s):

Title: License of Global Position Seismic and Geological Equipment extension with UNAVCO, Inc. at the County Central Landfill

Recommended Actions:

- A. Authorize the General Services Director to execute a License Amendment with UNAVCO, Inc. to extend the term of the agreement for an additional five years through March 13, 2022, with an additional five-year extension period, in order to continue to operate and maintain Global Positioning System equipment at the County's Central landfill, supporting university research of the western United States Plate Boundary Observatory grid; and
- B. Make findings that, pursuant to Government Code Section 26227, the License will further the social needs of the County, in the areas of health and public safety, and is therefore in the public interest, and that the interest in land conveyed will not substantially conflict or interfere with the use of the property by the County.

Executive Summary:

On January 31, 2006, the County entered into a license agreement with UNAVCO, Inc. (UNAVCO) to use approximately 300 sq. ft. of land, for purposes of installing, operating and maintaining a Global Positioning System site at the County Central Landfill, located at 500 Mecham Road, Petaluma (Landfill), where UNAVCO gathers seismic and geological information within a 20-mile radius of the Landfill. The Landfill site is part of a Plate Boundary Observation grid network of 875 continuously operating reference stations, which record ground motion associated with earthquakes and volcanoes in the western United States.

The County Department of Transportation and Public Works (the Department) is in support of the UNAVCO operation at the Landfill, as UNAVCO provides real-time seismic and geologic data directly to the Department. UNAVCO has requested an extension of the agreement for an additional five years

with an auto-renewal period not to exceed five years, and the Department is in support of this extension, as the interest in land conveyed will not conflict or interfere with the use of the property by County, and the land will not be needed by the Department for the proposed extension period.

Discussion:

General Information. UNAVCO, Inc. (UNAVCO) is a Colorado non-profit corporation, which supports university and other research investigators in their use of Global Positioning System technology for Earth sciences research. As a contractor to the National Aeronautics and Space Administration and the National Science Foundation, UNAVCO has constructed a Plate Boundary Observatory grid network of Global Positioning System receivers which record ground motion associated with earthquakes and volcanoes.

On January 31, 2006, your Board approved execution of the original License Agreement (Agreement) for UNAVCO to install, operate and maintain a Global Positioning System receiver on County-owned land, as part of the Plate Boundary Observatory grid network. UNAVCO has operated the Global Positioning System site on 300 sq. ft. of unimproved land at the County Central Landfill, located at 500 Meham Road, Petaluma, in order to gather seismic and geological information within a 20-mile radius of the Landfill (Attachment 1).

On October 9, 2007, your Board approved execution of a first amendment to the Agreement with UNAVCO, to install and operate a strainmeter site at County-owned land at 4390 Stage Gulch Road, in Sonoma. The strainmeter was to be one of 175 borehole strainmeters installed within the western United States, to study the interaction between tectonic plates and their relationship to ongoing deformation. On August 27, 2008, UNAVCO notified the County that they could not install the strainmeter at the Sonoma site due to poor rock quality, and the drilling site was subsequently abandoned and cleaned up.

The County Department of Transportation and Public Works (the Department) is in support of the UNAVCO site operation at the Landfill because it provides real-time seismic and geologic data directly to the Department. The license agreement with UNAVCO expired on March 12, 2017, and currently, UNAVCO is holding over on a month-to-month tenancy, pending approval of the proposed extension and amendment.

Proposed License Amendment Staff has negotiated a license extension with UNAVCO, the proposed terms of which are as follows:

Consideration:	UNAVCO will continue to provide the County with access to direct, real-time kinematic and instantaneous data collected at the UNAVCO landfill site throughout the term extension.
Extension Term:	The license term would be extended from March 13, 2017 through March 31, 2022, with an auto-renewal period not to exceed 5 years, for a total term through March 31, 2027.
Termination:	County may terminate the license agreement with 30 days' prior written notice.

Public Interest. Government Code Section 26227 provides that the Board of Supervisors may make County property available to a nonprofit corporation if that real property is not and will not be needed for County purposes during the term of the agreement and such is in the best interest of the County and the general public. The real-time seismic and geologic data retrieved from the Global Positioning System site is used by the Department of Transportation and Public Works for surveying purposes; determining drilling, cut and fill volumes; and engineering projects for the Landfill. Staff suggests that the provision of the proposed amendment extension of the license agreement is in the best interest of the public by enabling County staff to better operate and maintain facilities at the Central Landfill. In addition, the proposed use by UNAVCO, Inc. will not substantially conflict or interfere with the use of the property by County.

Prior Board Actions:

10/09/07—Adopted a Resolution, authorizing the General Services Director, or his Deputy, to execute a 1st Amendment to the License to install/operate a strainmeter site at 4390 Stage Gulch Road, Sonoma.

01/31/06—Adopted a Resolution, authorizing the General Services Director, or his Deputy, to execute a License Agreement with UNAVCO, Inc.

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

The proposed extension of the UNAVCO license agreement will allow UNAVCO to continue to provide a stream of instantaneous Global Positioning System data, broadcast from the UNAVCO site, which is provided to the County Transportation of Public Works and the general public in support of university and other research investigators for earth sciences research.

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses	0	0	0
Additional Appropriation Requested			
Total Expenditures	0	0	0
Funding Sources			
General Fund/WA GF	0	0	0
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	0	0	0
Narrative Explanation of Fiscal Impacts:			
None.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
None.			
Attachments:			
Attachment 1: Site Plan Attachment 2: Copy of proposed License Amendment			
Related Items “On File” with the Clerk of the Board:			
None.			



UNAVCO Global Positioning System monitoring site, Mecham Road, Petaluma

SECOND AMENDMENT TO REVOCABLE LICENSE AGREEMENT FOR USE OF COUNTY FACILITIES

This Second Amendment ("Second Amendment"), dated as of _____, 2017 ("Effective Date"), is by and between the **COUNTY OF SONOMA**, a political subdivision of the State of California ("County"), and **UNAVCO, INC.**, a Colorado non-profit corporation ("Licensee"). All capitalized terms used herein shall, unless otherwise defined, have the meaning ascribed to those terms in the Agreement (as defined below). County and Licensee are sometimes collectively referred to herein as the "parties" and singularly, as "party."

R E C I T A L S

WHEREAS, County and Licensee entered into that certain Revocable License Agreement for Use of County Facilities dated January 31, 2006 ("Original Agreement") for premises located at 500 Mecham Road, Petaluma, California (Assessor's Parcel No. 024-080-019), commonly known as the County Central Landfill ("Landfill"); and

WHEREAS, County and Licensee entered into that certain First Amendment to Revocable License Agreement for use of County Facilities dated October 9, 2007 ("First Amendment"), for use of a portion of County owned real property located at 4390 Stage Gulch Road, Sonoma, California (Assessor's Parcel No. 142-051-021), commonly known as the Sonoma Transfer Station and Landfill ("Transfer Station"); and

WHEREAS, the Original Agreement as amended by the First Amendment are hereafter referred to as the "Agreement"; and

WHEREAS, Licensee no longer uses that certain Transfer Station as defined in the First Amendment, and has removed its equipment from the property and vacated those Premises at 4390 Stage Gulch Road, Sonoma, California; and

WHEREAS, the Agreement expired on March 13, 2017, and Licensee is holding over on a month-to-month tenancy at the Landfill located at 500 Mecham Road, Petaluma, California; and

WHEREAS, County and Licensee desire to amend the Agreement in order to: (1) redefine the Premises, (2) redefine use of the Premises, (3) specify consideration, (4) to extend the term of the Agreement, and to provide for options to further extend the term of the Agreement; and (5) provide for certain other terms and conditions as hereafter set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

A G R E E M E N T

1. The foregoing recitals are true and correct.

2. Effective as of the Effective Date of this Second Amendment, the Agreement is modified as follows:

A. Section 2 of the Agreement is hereby deleted in its entirety and replaced with the following:

“2. Premises. Licensee is hereby permitted to use the County real property as described in Exhibit A, attached hereto and by this reference made a part hereof, consisting of: (i) an area approximately ten (10) ft. wide by thirty (30) ft. long located at the Central Landfill, being approximately three hundred (300) sq. ft. for the operation of a Global Positioning System receiver site.”

B. Section 4 of the Agreement is hereby deleted in its entirety and replaced with the following:

“4. Term. The term of this Agreement (“Initial Term”) shall commence on February 1, 2006, and expire at midnight on March 13, 2022, unless earlier terminated in accordance with Section 21 below.

At the end of the Initial Term, this Agreement shall automatically renew itself from year to year (“Renewal Term”) for a period not to exceed five (5) years, on all the provisions contained in this Agreement unless either party notifies the other in writing thirty (30) days in advance of the end of the initial term or of any year-to-year extension thereof of that party's decision to terminate this Agreement. The initial term together with each and any renewal term shall constitute the term (“Term”) of this Agreement.”

C. Section 5 of the License is hereby deleted in its entirety and replaced with the following:

“5. Consideration.

5.1 Monetary Consideration.

A. In consideration of this Agreement, Licensee agrees to pay to County the lump sum of Three Thousand Five Hundred and No/100 Dollars (\$3,500.00), payable within thirty (30) days of the execution of this Agreement.

B. In consideration of the First Amendment dated October 9, 2007, Licensee agrees to pay to County the lump sum of Three Thousand Five Hundred and No/100 Dollars (\$3,500.00), payable within thirty (30) days of the execution of the First Amendment.

C. In consideration of the Second Amendment, Licensee agrees to pay to County the lump sum of Three Thousand Five Hundred and No/100 Dollars (\$3,500.00), payable within thirty (30) days of the execution of the Second Amendment.

Consideration shall be paid by Licensee without notice, demand or offset to the County of Sonoma, General Services Department, 2300 County Center Drive, Suite A220, Santa Rosa, CA.

5.2 Non-Monetary Consideration. In addition to the monetary consideration required under Section 5.1 above, Licensee shall provide County, throughout the term of this Agreement, with access to direct, real-time kinematic and instantaneous Global Positioning System data output via a serial port from the site receiver at the Landfill."

D. Section 6 of the Agreement is hereby deleted in its entirety and replaced with the following:

"6. Use. Licensee's use shall be limited to the installation and operation of a Global Positioning System receiver site at the Landfill. 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 preservation of good order thereon are hereby expressly made a part hereof, and Licensee hereby agrees to comply with them."

E. Section 7 of the Agreement is hereby deleted in its entirety and replaced with the following:

"7. Equipment Installation and Operation. Licensee shall install the equipment, described in Exhibit C, at its sole cost and expense, subject to the prior written approval of County of its location and connection methods. Licensee's equipment shall be installed, operated and maintained in accordance with the highest standards now or hereafter generally employed for similar equipment. In the event the installation, operation or maintenance of said equipment causes any direct or indirect interference with the operation of County's facilities, equipment or the equipment of County's tenants or other licensees, Licensee shall correct said interference, at its sole cost and expense, to the satisfaction of County. In the event said interference cannot be corrected, Licensee shall promptly remove said equipment."

F. Exhibit A-1 and Exhibit C-1 are hereby deleted from the Agreement.

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

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

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

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

"LICENSEE":

UNAVCO, Inc., a Colorado non-profit corporation

By: 

Print Name: James S. Downing

Title: Contracts and Permitting Manager

"COUNTY":

COUNTY OF SONOMA, a political subdivision of the State of California

By: _____

Caroline Judy, Director

General Services Department

The General Services Director is authorized to sign this First Amendment pursuant to Board of Supervisors' Summary Action dated _____, 2017.

APPROVED AS TO FORM
FOR COUNTY:

Elizabeth Coleman With
Deputy County Counsel

APPROVED AS TO SUBSTANCE
FOR COUNTY:

Marc McDonald
Real Estate Manager

CERTIFICATE OF INSURANCE ON FILE WITH DEPARTMENT:

Reviewed by: _____

Date: _____, 2017.



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: Sonoma County Board of Supervisors

Board Agenda Date: September 12, 2017

Vote Requirement: Majority

Department or Agency Name(s): General Services

Staff Name and Phone Number:

Bruce Oveson: 707-565-3665

Supervisory District(s):

All

Title: Master Services Agreement Contract Award Approval

Recommended Actions:

A. Award new Master Service Agreements for on-call architectural, engineering and project management services associated with capital projects undertaken at County owned and leased facilities, and where such services enable the expeditious and responsive delivery of capital improvements saving administrative cost and disruption to the delivery of services to the public for a term of three years from the date of execution.

1. Authorize Chair to execute a three (3) year Master Services Agreement in an amount not-to-exceed \$3,000,000 for the duration of the contract with Ross Drulis Cusenbery Architects; DLR Group/KwanHenmi; AXIA Architects; and Nichols, Melburg & Rossetto Architects, to provide architectural and engineering services for County-owned and leased facilities.

2. Authorize Chair to execute a three (3) year Master Services Agreement in an amount not-to-exceed \$1,000,000 for the duration of the contract with, MKM & Associates; Lefler Engineering; BKF Engineering; GHD, Inc.; and Kitchell, Inc., to provide engineering services for County-owned and leased facilities.

3. Authorize Chair to execute a three (3) year Master Services Agreement in an amount not-to-exceed \$1,000,000 for the duration of the contract with Voorhis Robertson Justice Services and Construction & Development Solutions, to provide project management services for County-owned and leased facilities.

B. Authorize the Director of General Services to sign Task Orders not to exceed \$50,000; authorize the County Administrator to sign Task Orders between \$50,000 and \$100,000; authorize the Chair of the Board of Supervisors to sign all Task Orders over \$100,000 on behalf of the Board, after approval by the Board.

Executive Summary:

The purpose of this Board item is to request approval of multi-year Master Services Agreements for professional architectural, engineering, and project management resources for delivery of projects. Establishing Master Services Agreements with prequalified consultants, by way of a Request for Qualifications process, minimizes the time and expense required to issue a Request for Qualifications for these services for every project.

Discussion:**History of Master Services Agreements within General Services**

The General Services Department Facilities Development and Management Division's (hereafter 'the Division') mission is to "plan, design, and manage County facility construction projects which meet user needs and provide safe, healthy, and aesthetic environments in a sensible, cost-effective manner." To fully accomplish this mission, the Division's staff is augmented by external professional service consultants that provide services such as architectural design, various engineering specialties, construction management, and cost estimating.

General Services solicits and competitively procures these services for each project individually and as required by the work to be performed.

On smaller, schedule sensitive projects this process can add significant time and cost. To counter this the Division will advertise, from time to time, for consulting firms to submit their qualifications for evaluation to provide services on limited scope, short term projects yet undefined. The Division will select and recommend appropriate service firms to establish a pool of specialized consultants for use on these short duration projects utilizing a Master Service Agreement. Through the Boards pre-approval of the qualified consultants the Division is able to rapidly identify appropriate project teams, solicit and evaluate fee proposals, and rapidly initiate smaller projects saving the County both time and money by expediting the project schedule. Master Service Agreements do not preclude the County from soliciting and entering into a project specific consultant services agreement if such a process can best provide the services required for a specific project, and for larger projects where fees would exceed the pre-established limits.

Master Services Agreement

Master Services Agreements are open service contracts that do not in themselves describe a specific scope of work or fee. These are used at local, State, and Federal levels as an expeditious and cost effective means of procuring frequently used services. Agreement terms and billing rates are established in the Agreement and hold for the duration of the agreement. The specific services that are provided through these agreements are negotiated based on a defined scope of work and agreed to and undertaken by issuance of a Task Order for that work.

An approved Master Services Agreement does not obligate the County to pay any consultant fees; only a Task Order approved by the General Services Director, County Administrator or the Board of Supervisors obligates the County. Distribution of work will be made by aligning the Consultant firm's skills, capacities, and similar project experience with that of the particular needs of the project. Staff will

endeavor to distribute the work equally among the firms to the greatest extent possible, as shown in the Master Service Agreement contract history from 2014 to present.

In the last three years, Master Service Agreement Task Orders have been issued for architectural design, technical and civil engineering studies, and cost estimating services for projects such as the Chanate Hospital Decommissioning, Americans with Disability Act upgrades at County properties, numerous Electric Vehicle Charging Stations, the New Fleet Facility and Materials Lab, the Crisis Stabilization Unit Relocation for the Department of Health Services, the Inmate Connector Corridor and numerous renovation projects.

Terms and Conditions of Master Services Agreement

Staff is recommending that each new Master Services Agreement have a 3-year term;

1. The Master Services Agreement pool is re-established every three (3) years by way of a new Request for Qualifications process that solicits and selects qualified consultants; new multi-year Master Service Agreements with multiple professional consultants are prepared for Board approval.
2. Each Agreements total contract budget limit will be up to \$1,000,000 for project management services, up to \$1,000,000 for engineering services, and up to \$3,000,000 for architectural/engineering services. Actual expenditures incurred will be determined by the number and value of Task Orders issued under the Agreements and Task Orders can only be issued for projects approved and funded by your Board;
3. Department staff may manage a separate Request for Qualifications process for a specific project based upon direction given by the Board of Supervisors or as delegated to the County Administrator, General Services Department Director or designee, and as determined to be in the best interest of the County.

Consultant Selection

On May 21, 2017, staff issued a Request for Qualifications for architectural/engineering, engineering, and project management services with the intent of creating a “pool” of consultants under open scope Master Services Agreements. The Request for Qualifications solicitation was advertised in the Press Democrat and published on the County of Sonoma Supplier Portal. The Supplier Portal enabled us to send invitations to this solicitation to over 160 suppliers who had registered their interest in these types of contracts resulting in the receipt of 40 proposals from qualified firms. This represents an increase of over 400% in the number of responses received when the last solicitation for this service was done in 2014, before the County implemented PeopleSoft Strategic Sourcing.

Eighteen architectural/engineering consultants, sixteen engineering consultants, and six project management consultants responded to the Request for Qualifications (Attachment 1). These firms were evaluated and ranked by staff according to predetermined selection criteria, which included experience with similar projects, staff qualifications and experience, project approach, quality assurance program,

and references. Representatives from General Services, Risk Management, Regional Parks and Transportation and Public Works participated on the evaluation teams.

Based on the criteria, the following were ranked the top firms and are recommended:

Architecture / Engineering Consultant	Engineering Consultant	Project Management Consultant
AXIA Architects – Santa Rosa, CA	BKF Engineering – Santa Rosa, CA	Construction Development Solutions – Santa Rosa, CA
DLR Group/KwanHenmi – San Francisco, CA	GHD, Inc. – Santa Rosa, CA	Voorhis Robertson Justice Services – Denver, CO
Nichols, Melberg & Rossetto – Santa Rosa, CA	Kitchell, Inc. – Sacramento, CA	
Ross Drulis Cusenbery – Sonoma, CA	Lefler Engineering – San Rafael	
	MKM & Associates – Santa Rosa, CA	

Project specific Request for Qualifications, staff review of those qualifications, and administrative approvals can add up to 4 months to a project's duration including associated management and administrative costs. Additionally, the increase in project time will correspondingly increase total project cost as a result of construction cost escalation, changing market conditions, and seasonal impacts.

Utilizing the Master Service Agreement, a consultant can be working on a project within days of defining the scope of services. Projects, under this agreement, have the advantage of early scope clarification which can enhance the project initiation and execution. This allows the project to start much sooner; saving time and reducing costs.

Prior Board Actions:

06/10/14: Authorize Chair to execute multi-year Master Services Agreements with Ross Drulis Cusenbery Architecture, GHD, Inc., Kitchell, Glass Architects, Construction and Development Solutions, TLCD Architecture, Voorhis/Robertson Justice Services and Kwan Henmi Architecture + Planning

07/12/11: Authorize Chair to execute multi-year, Master Services Agreements with Ross Drulis Cusenbery Architecture, Glass Architects, TLCD Architecture, Kitchell, Construction and Development Solutions, and A.G. Frey Company.

Strategic Plan Alignment Goal 3: Invest in the Future

Utilizing Master Services Agreements ensures expeditious and responsive delivery of capital improvement projects, saving administrative cost, and minimizing disruption to the delivery of services for our County clients and the public.

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
<p>Master Services Agreements do not identify specific projects and can be used only after the Board has approved funding for a project. For each project, a Task Order is prepared by the Capital Projects Manager or staff, with the scope and fee separately and clearly defined in the Task Order. Per the policy put in place during the initial establishment of the Master Services Agreement program in 2011, the General Services Director provides approval for Task Orders up to \$25,000 and Task Orders between \$25,001 and \$100,000 are approved by the County Administrator. For all Task Orders over \$100,000, the Board has provided the Chairperson authorization to sign on their behalf after approval by the Board of Supervisors. Charges for services and supplies provided by a consultant under the Master Services Agreement are funded by each project budget as described in the Task Order.</p>			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
No additional staff are required			
Attachments:			
<p>Attachment 1: 2017 Request for Qualifications Respondents Attachment 2: 2014 to 2017 Master Service Agreement Usage History Attachment 3: Architect/Engineering Master Service Agreement Template</p>			

Attachment 4: Engineering Master Service Agreement Template
Attachment 5: Project Management Master Service Agreement Template

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

4 copies of Master Services Agreement with:

- AXIA Architects
- BKF Engineering
- Construction Development Solutions
- DLR Group/KwanHenmi
- GHD, Inc.
- Kitchell, Inc.
- Lefler Engineering
- MKM & Associates
- Nichols, Melburg & Rossetto Architects
- Ross Drulis, Cusenbery
- Voorhis Robertson Justice Services

Attachment 1

Master Service Agreement Request for Qualifications Respondents 2017

Architecture/Engineering:

1. Allana Buick & Bers – Palo Alto, CA
2. AXIA Architects – Santa Rosa, CA
3. Brokaw Design – Rohnert Park, CA
4. DLR Group – Sacramento, CA
5. Gensler – San Francisco, CA
6. Glass Architects - Santa Rosa, CA
7. Hammel, Green and Abrahamson Architects - San Francisco, CA
8. Interactive Resources – Richmond, CA
9. Jensen & Partners - San Francisco, CA
10. Kitchell – Sacramento, CA
11. KMD Architects - San Francisco, CA
12. Kodama Diseno – Oakland, CA
13. Lionakis - San Francisco, CA
14. Nichols, Melburg and Rossetto Architects – Santa Rosa, CA
15. Ross Drulis Cusenbery – Sonoma, CA
16. Salas O’Brien – Oakland, CA
17. StrataAp – Sonoma, CA
18. TLCD Architecture – Santa Rosa, CA

Engineering:

1. Alfa Tech - San Francisco, CA
2. Biggs Cardoza Associates - San Francisco, CA
3. BKF Engineers - Santa Rosa, CA
4. Carlile-Macy - Santa Rosa, CA
5. Cushing Associates – Pinole, CA
6. Engineering 350 - San Francisco, CA
7. GHD - Santa Rosa, CA
8. Guttmann & Blaevoet - Santa Rosa, CA
9. IMEG Corporation – San Francisco, CA
10. Kitchell – Sacramento, CA
11. Lefler Engineering – San Rafael, CA
12. MKM & Associates - Santa Rosa, CA
13. Moe Engineering - Santa Rosa, CA
14. Salas O’Brien – Oakland, CA
15. Simpson, Gumpertz & Heger - San Francisco, CA
16. ZFA Structural Engineers - Santa Rosa, CA

Project Management:

1. Construction & Development Solutions - Santa Rosa, CA
2. Kitchell – Sacramento, CA
3. Midstate Construction – Petaluma, CA
4. Syserco – Petaluma, CA
5. Vanir Construction - San Francisco, CA
6. Voorhis/Robertson Justice Services – Denver, CO

Attachment 2

Master Service Agreements 2014 to 2017 Contract History

Task Order Amounts Spent or Currently Encumbered

Architecture/Engineering:

Contract allowable per year: \$500,000

Consultant:	Glass Architects	Kwan Henmi	Ross Drulis Cusenbery	TCLD Architecture
Year 1	\$311,194	\$502,322	\$177,242	\$416,843
Year 2	\$219,833	\$290,662	\$414,055	\$237,598
Year 3	\$11,527	\$5,094	\$96,408	\$1,200
Total:	\$542,554	\$798,078	\$687,705	\$655,641

Engineering:

Contract allowable per year: \$500,000

Consultant:	GHD Inc.
Year 1	\$193,254
Year 2	\$132,222
Year 3	\$152,575
Total:	

Project Management:

Contract allowable per year: \$250,000

Consultant:	Construction & Development Solutions	Voorhis/Robertson Justice Services	Kitchell
Year 1	\$79,119	\$83,081	\$249,913
Year 2	\$28,176	\$75,678	\$0
Year 3	\$0	\$0	\$69,667

MASTER SERVICES AGREEMENT
for
ARCHITECTURAL/ENGINEERING SERVICES
For the County of Sonoma
Contract #
Revision I – March 2017

AGREEMENT FOR PROFESSIONAL SERVICES

This agreement ("Agreement"), dated as of _____, 2017 ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and **Name of Consultant** (hereinafter "Consultant").

R E C I T A L S

WHEREAS, manages the design and construction of new facilities and major repairs and remodeling of existing facilities for County-owned and leased general government buildings and grounds; and

WHEREAS, County is in need of expert professional services, including but not limited to architectural/engineering services to deliver the projects in compliance with the approved scope, budget and schedule; and

WHEREAS, Consultant represents that it is a duly qualified and licensed Architectural Firm experienced in architectural design and related services; and

WHEREAS, in the judgment of the Board of Supervisors, it is necessary and desirable to employ the services of Consultant for various projects on an as-needed basis.

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

A G R E E M E N T

I. Scope of Services.

1.1 Consultant's Specified Services. Consultant shall perform consulting and other related services as requested from time to time by the Capital Projects Manager as the Capital Projects Manager, in its sole discretion, deems appropriate. All work will be issued incrementally with a documented scope and budget in the form of a Task Order which shall be approved by the Task Order which shall be approved by the Director of General Services for Task Orders not to exceed \$50,000, Task Orders between \$50,000 and \$100,000 will be approved by County Administrator, all Task

Rev. I
Rev. Date 03/17/2017

Attachment A – Sample Agreement

Orders over \$100,000, the Board Of Supervisors will give the Chair authorization to sign task orders on their behalf after approval by the Board of Supervisors. The County does not guarantee any minimum or maximum amount of work under this Agreement. Consultant shall receive compensation in an amount set by each Task Order, and to the extent applicable, according to the schedule of hourly rates and costs attached hereto and incorporated herein as Exhibit A (“Fee Schedule”). Although Consultant selected under this RFQ is considered pre-qualified to provide consulting services for a certain range of County projects, the County makes no representation or warranty as to the frequency, number, or types of projects that will be assigned to Consultant. County reserves the right to request fee proposals from one or more pre-qualified consultants for the same scope of services. Services shall be performed within specified times and dates pursuant to Article 7.

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

1.3 Performance Standard.

- a. Consultant shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant's profession. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Consultant's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with County to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.
- b. Drawing and specification electronic file format. Consultant shall produce all plans, for all disciplines, using Autodesk's AutoCAD, latest release for Microsoft Windows or minimum AutoCAD 2013 release. All specification sections shall be produced using Microsoft Word, latest release for Microsoft Windows. Coordination of Consultant's and sub-consultants' drawings and specifications shall be performed by Consultant so that one complete set of drawings and specifications on disk is produced for use in bidding and construction of the project. At completion of the bidding phase, Consultant will complete a conforming set of construction documents integrating the addenda with plans and specifications prior to construction starting. Consultant shall submit to County a copy of Conformed Construction Documents on disk in each of the following formats:

Drawings:

Rev. I

Rev. Date 03/17/2017

Attachment A – Sample Agreement

- 1) AutoDesk AutoCAD latest version (or min AutoCAD 2011) DWG format, with all XRef's bound into each primary drawing file. Include copies of any non AutoCAD standard plot style files and text style files used; and
- 2) Adobe Acrobat PDF format – one file containing the entire set of drawings is preferred; however, for large projects separate file for each discipline will be acceptable.

Specifications:

- 1) Microsoft Word DOC format; and
- 2) Adobe Acrobat PDF Format

- c. Record documents: Consultant shall prepare the Record Documents. Conformed Construction Documents may be used by Consultant to produce the Record Drawings, if requested by County, as follows: Consultant will make the Record Document corrections based on Consultant's request for information responses, observable conditions during site visits, known changes to the Contract Documents, and information provided by Contractor and/or County. Using the Contract Document set of AutoCad drawings. Consultant will prepare the Record Drawings. Upon Consultant's completion of the Record Drawings the electronic files will be submitted to County in original form and in Adobe Acrobat PDF form. Consultant will also submit complete corrected specifications in Microsoft Word format (latest Microsoft Windows release). Coordination of Consultant's and sub-consultants' drawings and specifications shall be performed by Consultant so that one complete and final set of drawings and specifications (Record Documents) on disk is produced for County's use.
 - d. Consultant shall provide a separate fee in its fee proposal to prepare final record documents. At the completion of project, County may elect not to require consultant to prepare final record documents. In this case, a deductive amendment to Consultant's agreement will be prepared by County in the amount Consultant stated in its fee proposal to prepare final records documents.
- b.

1.4 Assigned Personnel.

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

Attachment A – Sample Agreement

- b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.
- c. Consultant shall require all personnel and sub-consultants performing work hereunder in County's secured facilities, including but not limited to all jail, juvenile hall, and children's home facilities, to pass a background examination before engaging in any work related to these facilities. To the extent applicable, or upon County's request, Consultant agrees to comply with all background check requirements.
- d. In the event that any of Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.

2. Payment.

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

2. 1 For all services and incidental costs required under any Task Order issued hereunder, Consultant shall be paid on either a lump sum or a time and material/expense basis as the parties may stipulate in the Task Order. Each Task Order shall set forth the payment structure for the services therein contemplated. In no event shall total payments to Consultant exceed Three Million Dollars (\$3,000,000.00) per contract year. Consultant shall submit its bills in arrears in a form approved the County's Auditor and the Head of General Services. For services performed on a time and materials basis, bills shall be submitted monthly and shall show or include: (i) the task(s) performed; (ii) the time in no less than quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by this Agreement or by any Task Order issued hereunder, shall not be reimbursed. Reimbursable expenses may include printing, postage, and out of state travel as stated in any approved Task Order. For services performed on a lump sum basis, bills shall be submitted upon completion of specified deliverables, as further detailed in the Task Order.

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

Attachment A – Sample Agreement

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

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

3. Term of Agreement. The term of this Agreement shall be from _____ to three (3) years from the “Effective Date” unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

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

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

4.3 Delivery of Work Product and Final Payment Upon Termination.

In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to County all work and materials and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.4 Payment Upon Termination. Upon termination of this Agreement by County, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services

Attachment A – Sample Agreement

which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to Section 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Consultant.

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

5. Indemnification. Consultant agrees to accept responsibility for loss or damage to any person or entity, including County, and to defend, indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or its agents, employees, contractors, subcontractors, or invitees hereunder, whether or not there is concurrent or contributory negligence on County's part, but, to the extent required by law, excluding liability due to County's conduct. 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, employees, contractors, subcontractors, or invitees under workers' compensation acts, disability benefits acts, or other employee benefit acts.

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

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

8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not increase the amount paid under the Agreement, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors/Purchasing Agent must authorize all other extra or changed work. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11,

Attachment A – Sample Agreement

County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Consultant to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

9. Representations of Consultant.

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

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

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

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

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

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

9.7 Statutory Compliance/Living Wage Ordinance. Consultant agrees to comply, and to ensure compliance by its subconsultants or subcontractors, with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, 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. Without limiting the generality of the foregoing, Consultant expressly acknowledges and agrees that this Agreement may be 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 Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

9.8 Nondiscrimination. Without limiting any other provision hereunder, Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religious creed, belief or grooming, sex (including sexual orientation, gender identity, gender expression, transgender, pregnancy, childbirth, medical conditions related to pregnancy, childbirth or breast feeding), marital status, age, medical condition, physical or mental disability, genetic information, military or veteran status, or any other legally protected category or prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

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

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

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

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

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

Attachment A – Sample Agreement

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

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

TO: COUNTY: Director of General Services
 c/o Facilities Development and Management
 2300 County Center Drive, Suite A220
 Santa Rosa, CA 95403
 TEL: (707) 565-2550 FAX: (707) 565-3240

TO: CONSULTANT:

TEL: FAX:

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

13. Miscellaneous Provisions.

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

13.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the

Attachment A – Sample Agreement

event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Consultant and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

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

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

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

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

13.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. Each Party acknowledges that, in entering into this Agreement, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

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

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

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

Rev. I
Rev. Date 03/17/2017

Attachment A – Sample Agreement

Attachment A – Sample Agreement

CONSULTANT: _____

By: _____

Name: _____

Title: _____

Date: _____

COUNTY: COUNTY OF SONOMA

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

By: _____
Department Head or Designee

Date: _____

APPROVED AS TO FORM FOR
COUNTY:

By: _____
County Counsel

Date: _____

By: _____
Director
General Services Department

Date: _____

By: _____
Chair
Board of Supervisors

Date: _____

ATTEST:

Clerk of the Board of
Supervisors

MASTER SERVICES AGREEMENT
for
ENGINEERING SERVICES
For the County of Sonoma
Contract #
Revision I – March 2017

AGREEMENT FOR PROFESSIONAL SERVICES

This agreement ("Agreement"), dated as of _____, 2017 ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and **Name of Consultant** (hereinafter "Consultant").

R E C I T A L S

WHEREAS, manages the design and construction of new facilities and major repairs and remodeling of existing facilities for County-owned and leased general government buildings and grounds; and

WHEREAS, County is in need of expert professional services, including but not limited to engineering services to deliver the projects in compliance with the approved scope, budget and schedule; and

WHEREAS, Consultant represents that it is a duly qualified and licensed Engineering Firm experienced in engineering and related services; and

WHEREAS, in the judgment of the Board of Supervisors, it is necessary and desirable to employ the services of Consultant for various projects on an as-needed basis.

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

A G R E E M E N T

I. Scope of Services.

1.1 Consultant's Specified Services. Consultant shall perform consulting and other related services as requested from time to time by the Capital Projects Manager as the Capital Projects Manager, in its sole discretion, deems appropriate. All work will be issued incrementally with a documented scope and budget in the form of a Task Order which shall be approved by the Task Order which shall be approved by the Director of General Services for Task Orders not to exceed \$50,000, Task Orders between \$50,000 and \$100,000 will be approved by County Administrator, all Task

Orders over \$100,000 the Board Of Supervisors will give the Chair authorization to sign task orders on their behalf after approval by the Board of Supervisors. The County does not guarantee any minimum or maximum amount of work under this Agreement. Consultant shall receive compensation in an amount set by each Task Order, and to the extent applicable, according to the schedule of hourly rates and costs attached hereto and incorporated herein as Exhibit A (“Fee Schedule”). Although Consultant selected under this RFQ is considered pre-qualified to provide consulting services for a certain range of County projects, the County makes no representation or warranty as to the frequency, number, or types of projects that will be assigned to Consultant. County reserves the right to request fee proposals from one or more pre-qualified consultants for the same scope of services. Services shall be performed within specified times and dates pursuant to Article 7.

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

1.3 Performance Standard.

- a. Consultant shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant's profession. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Consultant's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with County to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.
- b. Drawing and specification electronic file format. Consultant shall produce all plans, for all disciplines, using Autodesk's AutoCAD, latest release for Microsoft Windows or minimum AutoCAD 2013 release. All specification sections shall be produced using Microsoft Word, latest release for Microsoft Windows. Coordination of Consultant's and sub-consultants' drawings and specifications shall be performed by Consultant so that one complete set of drawings and specifications on disk is produced for use in bidding and construction of the project. At completion of the bidding phase, Consultant will complete a conforming set of construction documents integrating the addenda with plans and specifications prior to construction starting. Consultant shall submit to County a copy of Conformed Construction Documents on disk in each of the following formats:

Drawings:

- 1) AutoDesk AutoCAD latest version (or min AutoCAD 2011) DWG format, with all XRef's bound into each primary drawing file. Include copies of any non AutoCAD standard plot style files and text style files used; and
- 2) Adobe Acrobat PDF format – one file containing the entire set of drawings is preferred; however, for large projects separate file for each discipline will be acceptable.

Specifications:

- 1) Microsoft Word DOC format; and
- 2) Adobe Acrobat PDF Format

- c. Record documents: Consultant shall prepare the Record Documents. Conformed Construction Documents may be used by Consultant to produce the Record Drawings, if requested by County, as follows: Consultant will make the Record Document corrections based on Consultant's request for information responses, observable conditions during site visits, known changes to the Contract Documents, and information provided by Contractor and/or County. Using the Contract Document set of AutoCad drawings. Consultant will prepare the Record Drawings. Upon Consultant's completion of the Record Drawings the electronic files will be submitted to County in original form and in Adobe Acrobat PDF form. Consultant will also submit complete corrected specifications in Microsoft Word format (latest Microsoft Windows release). Coordination of Consultant's and sub-consultants' drawings and specifications shall be performed by Consultant so that one complete and final set of drawings and specifications (Record Documents) on disk is produced for County's use.
 - d. Consultant shall provide a separate fee in its fee proposal to prepare final record documents. At the completion of project, County may elect not to require consultant to prepare final record documents. In this case, a deductive amendment to Consultant's agreement will be prepared by County in the amount Consultant stated in its fee proposal to prepare final records documents.
- b.

1.4 Assigned Personnel.

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

Attachment A – Sample Agreement

- b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.
- c. Consultant shall require all personnel and sub-consultants performing work hereunder in County's secured facilities, including but not limited to all jail, juvenile hall, and children's home facilities, to pass a background examination before engaging in any work related to these facilities. To the extent applicable, or upon County's request, Consultant agrees to comply with all background check requirements.
- d. In the event that any of Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.

2. Payment.

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

2. 1 For all services and incidental costs required under any Task Order issued hereunder, Consultant shall be paid on either a lump sum or a time and material/expense basis as the parties may stipulate in the Task Order. Each Task Order shall set forth the payment structure for the services therein contemplated. In no event shall total payments to Consultant exceed One Million Dollars (\$1,000,000.00) per contract year. Consultant shall submit its bills in arrears in a form approved the County's Auditor and the Head of General Services. For services performed on a time and materials basis, bills shall be submitted monthly and shall show or include: (i) the task(s) performed; (ii) the time in no less than quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by this Agreement or by any Task Order issued hereunder, shall not be reimbursed. Reimbursable expenses may include printing, postage, and out of state travel as stated in any approved Task Order. For services performed on a lump sum basis, bills shall be submitted upon completion of specified deliverables, as further detailed in the Task Order.

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

Attachment A – Sample Agreement

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

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

3. Term of Agreement. The term of this Agreement shall be from _____ to three (3) years from the “Effective Date” unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

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

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

4.3 Delivery of Work Product and Final Payment Upon Termination.

In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to County all work and materials and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.4 Payment Upon Termination. Upon termination of this Agreement by County, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services

Attachment A – Sample Agreement

which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to Section 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Consultant.

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

5. Indemnification. Consultant agrees to accept responsibility for loss or damage to any person or entity, including County, and to defend, indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or its agents, employees, contractors, subcontractors, or invitees hereunder, whether or not there is concurrent or contributory negligence on County's part, but, to the extent required by law, excluding liability due to County's conduct. 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, employees, contractors, subcontractors, or invitees under workers' compensation acts, disability benefits acts, or other employee benefit acts.

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

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

8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not increase the amount paid under the Agreement, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors/Purchasing Agent must authorize all other extra or changed work. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11,

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County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Consultant to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

9. Representations of Consultant.

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

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

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

9.7 Statutory Compliance/Living Wage Ordinance. Consultant agrees to comply, and to ensure compliance by its subconsultants or subcontractors, with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, 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. Without limiting the generality of the foregoing, Consultant expressly acknowledges and agrees that this Agreement may be 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 Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

9.8 Nondiscrimination. Without limiting any other provision hereunder, Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religious creed, belief or grooming, sex (including sexual orientation, gender identity, gender expression, transgender, pregnancy, childbirth, medical conditions related to pregnancy, childbirth or breast feeding), marital status, age, medical condition, physical or mental disability, genetic information, military or veteran status, or any other legally protected category or prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

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

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

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

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

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

Attachment A – Sample Agreement

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

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

TO: COUNTY: Director of General Services
 c/o Facilities Development and Management
 2300 County Center Drive, Suite A220
 Santa Rosa, CA 95403
 TEL: (707) 565-2550 FAX: (707) 565-3240

TO: CONSULTANT:

TEL: FAX:

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

13. Miscellaneous Provisions.

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

13.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the

Attachment A – Sample Agreement

event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Consultant and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

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

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

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

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

13.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. Each Party acknowledges that, in entering into this Agreement, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

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

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

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

Attachment A – Sample Agreement

Attachment A – Sample Agreement

CONSULTANT: _____

By: _____

Name: _____

Title: _____

Date: _____

COUNTY: COUNTY OF SONOMA

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

By: _____
Department Head or Designee

Date: _____

APPROVED AS TO FORM FOR
COUNTY:

By: _____
County Counsel

Date: _____

By: _____
Director
General Services Department

Date: _____

By: _____
Chair
Board of Supervisors

Date: _____

ATTEST:

Clerk of the Board of
Supervisors

Attachment A – Sample Agreement

MASTER SERVICES AGREEMENT
for
PROJECT MANAGEMENT SERVICES
For the County of Sonoma
Contract
Revision I – March 2017

AGREEMENT FOR PROFESSIONAL SERVICES

This agreement ("Agreement"), dated as of _____, 2017 ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and **Name of Consultant** (hereinafter "Consultant").

R E C I T A L S

WHEREAS, manages the design and construction of new facilities and major repairs and remodeling of existing facilities for County-owned and leased general government buildings and grounds; and

WHEREAS, County is in need of expert professional services, including but not limited to project management services from planning through construction administration to deliver the projects in compliance with the approved scope, budget and schedule; and

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

WHEREAS, in the judgment of the Board of Supervisors, it is necessary and desirable to employ the services of Consultant for various projects on an as-needed basis.

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

A G R E E M E N T

1. Scope of Services.

1.1 Consultant's Specified Services. Consultant shall perform consulting and other related services as requested from time to time by the Capital Projects Manager as the Capital Projects Manager, in its sole discretion, deems appropriate. All work will be issued incrementally with a documented scope and budget in the form of a Task Order which shall be approved by the Task Order which shall be approved by the Director of General Services for Task Orders not to exceed \$50,000, Task Orders between \$50,000 and \$100,000 will be

approved by County Administrator, all Task Orders over \$100,000 the Board Of Supervisors will give the Chair authorization to sign task orders on their behalf after approval by the Board of Supervisors. The County does not guarantee any minimum or maximum amount of work under this Agreement. Consultant shall receive compensation in an amount set by each Task Order, and to the extent applicable, according to the schedule of hourly rates and costs attached hereto and incorporated herein as Exhibit A (“Fee Schedule”). Although Consultant selected under this RFQ is considered pre-qualified to provide consulting services for a certain range of County projects, the County makes no representation or warranty as to the frequency, number, or types of projects that will be assigned to Consultant. County reserves the right to request fee proposals from one or more pre-qualified consultants for the same scope of services. Services shall be performed within specified times and dates pursuant to Article 7.

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

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

1.4 Assigned Personnel.

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

2. Payment.

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

2. 1 For all services and incidental costs required under any Task Order issued hereunder, Consultant shall be paid on either a lump sum or a time and material/expense basis as the parties may stipulate in the Task Order. Each Task Order shall set forth the payment structure for the services therein contemplated. In no event shall total payments to Consultant exceed One Million Dollars (\$1,000,000.00) per contract year. Consultant shall submit its bills in arrears in a form approved the County's Auditor and the Head of General Services. For services performed on a time and materials basis, bills shall be submitted monthly and shall show or include: (i) the task(s) performed; (ii) the time in no less than quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by this Agreement or by any Task Order issued hereunder, shall not be reimbursed. Reimbursable expenses may include printing, postage, and out of state travel as stated in any approved Task Order. For services performed on a lump sum basis, bills shall be submitted upon completion of specified deliverables, as further detailed in the Task Order.

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

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

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

3. Term of Agreement. The term of this Agreement shall be from _____ to three (3) years from the "Effective Date" unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

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

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

4.3 Delivery of Work Product and Final Payment Upon Termination.

In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to County all work and materials and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

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

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

5. Indemnification. Consultant agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, that arise out of, pertain to, or relate to Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant's obligations under this Section apply whether or not there is concurrent or contributory negligence on County's part, but

to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Consultant's expense, subject to Consultant's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

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

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

8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not increase the amount paid under the Agreement, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors/Purchasing Agent must authorize all other extra or changed work. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Consultant to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

9. Representations of Consultant.

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

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

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

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

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

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

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

9.7 Statutory Compliance/Living Wage Ordinance. Consultant agrees to comply, and to ensure compliance by its subconsultants or subcontractors, with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, 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. Without limiting the generality of the foregoing, Consultant expressly

acknowledges and agrees that this Agreement may be 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 Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

9.8 Nondiscrimination. Without limiting any other provision hereunder, Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religious creed, belief or grooming, sex (including sexual orientation, gender identity, gender expression, transgender, pregnancy, childbirth, medical conditions related to pregnancy, childbirth or breast feeding), marital status, age, medical condition, physical or mental disability, genetic information, military or veteran status, or any other legally protected category or prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

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

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

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

information gathered, discovered, or generated in any way through this Agreement without the express written permission of County.

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

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

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TO: COUNTY: Director of General Services
 c/o Facilities Development and Management
 2300 County Center Drive, Suite A220
 Santa Rosa, CA 95403
 TEL: (707) 565-2550 FAX: (707) 565-3240

TO: CONSULTANT:

TEL: FAX:

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a

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

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

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

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

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

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

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

13.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. Each Party acknowledges that, in entering into this Agreement, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

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

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

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

CONSULTANT: _____

By: _____

Name: _____

Title: _____

Date: _____

COUNTY: COUNTY OF SONOMA

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

By: _____
Department Head or Designee

Date: _____

APPROVED AS TO FORM FOR COUNTY:

By: _____
County Counsel

Date: _____

By: _____
Director
General Services Department

Date: _____

By: _____
Chair
Board of Supervisors

Date: _____

ATTEST:

Clerk of the Board of
Supervisors



County of Sonoma Agenda Item Summary Report

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

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

To: County of Sonoma Board of Supervisors

Board Agenda Date: September 12, 2017

Vote Requirement: 4/5

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

Staff Name and Phone Number:

Rod Stroud, 565-4918

Supervisory District(s):

Title: Department of Health Services Administration Position Request

Recommended Actions:

Adopt a personnel resolution effective September 12, 2017 adding 1.0 full-time equivalent Patient Care Analyst and 1.0 full-time equivalent Senior Account Clerk within the Department of Health Services Administration Division to comply with state and federal law.

Adopt a resolution adjusting the fiscal year 2017-2018 adopted budget by increasing expenditures in the Department of Health Services by \$348,609 to fund a 1.0 full-time equivalent Patient Care Analyst, a 1.0 full-time equivalent Senior Account Clerk, and a 1.0 full-time equivalent Privacy Officer within the Department of Health Services Administration Division. (4/5 vote required)

Executive Summary:

Recently, there have been significant changes in federal and state health care laws, including changes in the Medicaid managed care regulations for the mental health plan and guidance regarding compliance with Health Insurance Portability and Accountability Act that necessitate the addition of 3.0 full-time equivalent staff positions to the Department of Health Services Administration Division. Positions being requested through the attached personnel resolution include a Patient Care Analyst and a Senior Account Clerk. In addition, the Department is working with County Human Resources (HR) to determine the most appropriate classification for the position which will serve as the Department's Privacy Officer. County HR anticipates submitting a Miscellaneous Classification and Compensation item to the Board in October requesting approval for a number of classification changes. Included in that item, County HR will request the addition of a Privacy Officer allocation for the Department of Health Services; however, since the Miscellaneous Class and Compensation process is not a mechanism to seek budget appropriations, County HR has recommended the Department seek budget appropriations for a classification at this time in conjunction with the other two requests. Therefore this item seeks approval of a personnel resolution adding 1.0 full-time equivalent Patient Care Analyst and 1.0 full-time equivalent Senior Account Clerk and budget resolution requesting appropriations for the Patient Care Analyst, the Senior Account Clerk, and the Privacy Officer positions.

Discussion:

Patient Care Analyst – Department of Health Services Compliance Unit

The Department of Health Services' Compliance Unit is responsible to direct and administer a comprehensive health care compliance program, ensuring compliance with federal, state, and local health care regulations and requirements. The Compliance Unit performs compliance audits and compliance risk assessments, manages compliance incidents, provides health care compliance training to staff and manages departmental health care policies and procedures.

Beginning July 1, 2017, additional mental health plan compliance oversight related to beneficiary protections; program integrity including procedures to detect and prevent fraud, waste, and abuse; and coverage and authorizations will be in effect. In addition, when the federal Centers for Medicare and Medicaid Services renewed the state's Medi-Cal Specialty Mental Health Services waiver, they required the California Department of Health Care Services to enact enhanced oversight and monitoring of county mental health plans to address concerns by the federal Centers for Medicare and Medicaid Services about continued and long-standing non-compliance with regulatory and contractual requirements, as well as high disallowance rates resulting from state audits. The federal Centers for Medicare and Medicaid Services has directed the state Department of Health Care Services to establish a process to enact fines, sanctions, penalties and corrective actions to county mental health plans for non-compliance.

Current Compliance Unit staffing does not allow for adequate implementation, oversight, and enforcement of current and new Medicaid managed care rules, and the consequences of fines, sanctions, and penalties for non-compliance by both the federal government and the state Department of Health Care Services can be costly to counties.

The requested Patient Care Analyst will assist the Compliance Officer in ensuring that the Department is in compliance with current and new managed care regulations for the mental health plan and applicable contracts with the Department of Health Care Services. Patient Care Analyst duties will include assisting with 1) the design of policies and procedures to implement the new regulations; 2) the creation of a training plan on the new regulations; and 3) the creation of auditing tools and an auditing plan; and 4) conducting audits to ensure compliance with regulations.

The Department plans to initiate the Patient Care Analyst recruitment in August 2017. This position will report to the Compliance Officer. The Patient Care Analyst will initially not supervise any employees, but may do so in the future.

Senior Account Clerk – Department of Health Services Accounting Unit – Claiming and Billing

The Department of Health Services' Accounting Unit is responsible for the Department's budgets, forecasting, accounts payable, and accounts receivable. Within the Accounting Unit, the Claiming and Billing group, consisting of eleven full-time equivalent staff, is responsible for Mental Health Plan claim processing for the Department's Behavioral Health Division and community-based organizations. The Claiming and Billing group is also responsible for claims submitted to Medicare, Medi-Cal, private insurance, and consumers. Annually, the Claiming and Billing group anticipates processing Medicare claims of approximately \$1.5 million and Medi-Cal claims of approximately \$31 million. The Department anticipates revenues from these claims to be approximately \$24 million.

The Department is requesting approval of an additional Senior Account Clerk to ensure Departmental Medicare claiming meets the new health mandate and ensure the Department provides timely

Medicare claiming. The Department of Health Services Medicare program has expanded from one enrolled site and two providers to ten enrolled sites with the potential of forty eligible providers requiring initial provider enrollments and revalidations. Medicare eligible provider enrollment must be completed prior to the service treatment and revalidation is required every five years. The Senior Account Clerk will focus primarily on maintaining Medicare enrollment and Medicare claims adjudication. This position will be responsible for the collection of Medicare provider and program enrollment documentation required by the Centers for Medicare and Medicaid Services. The Senior Account Clerk will process Medicare claims adjudication, payments, and denials and will process Medicare reimbursable services from claims aging reports to ensure a quick turnaround in claims reimbursement.

The Department plans to initiate the Senior Account Clerk recruitment in August 2017. This position will report to a Department Analyst. The Senior Account Clerk will not supervise staff.

Privacy Officer - Department of Health Services Privacy and Security Unit

The Department of Health Services' Privacy and Security Unit is responsible for the development and implementation of policies and procedures to comply with Health Insurance Portability and Accountability Act regulations and other Federal and State privacy laws and regulations applicable to the Department. The unit is also responsible for providing privacy training; implementing safeguards for protected health information; managing privacy and security incidents; performing privacy audits; and conducting risk assessments as required by the Health Insurance Portability and Accountability Act.

The County of Sonoma is required by the Health Insurance Portability and Accountability Act to designate a privacy official with responsibility for the development and implementation of policies and procedures to comply with the Act's regulations. In January 2003 a new job classification, Compliance/Privacy Officer, was established and approved for a 1.0 full-time equivalent position in the Department of Health Services. The Compliance/Privacy Officer position's responsibilities included those required by the Health Insurance Portability and Accountability Act. In May 2009, the Compliance/Privacy Officer position was eliminated and replaced with the new classification of Compliance and Departmental Risk Manager to reflect broadened responsibility for departmental risk management in addition to compliance and Countywide privacy responsibilities.

Given the increasing reliance upon internet-based technologies to support patient care, in March 2016 the Department separated the Privacy and Security functions from the Compliance and Departmental Risk Manager role, and assigned the County Privacy Officer and Departmental Security Officer roles to the Department Information Systems Manager. The Department Information Systems Manager manages a team of eleven employees and is responsible for implementing the Department's information systems strategy and plans which includes project management for Phase II implementation of the Avatar Electronic Health Record, managing privacy and security issues for the Department, and overseeing public records requests. Through an assessment of the functions required by the Privacy Officer role, the Department has determined that a full-time Privacy Officer is necessary to fulfill position requirements. The Privacy Officer will spend 50 to 75 percent of their time managing the existing Department privacy program and 25 to 50 percent developing, implementing, and managing a Countywide privacy program modeled after the Health Services privacy program.

The addition of a full-time Privacy Officer will provide the Department with the capacity to fully address the intended Countywide scope of the role. In addition, the Department Information Systems Manager will be able to focus more time on implementing the Department's information technology strategy.

Ensuring the confidentiality and integrity of protected health information has become more complex and challenging with changes such as the use of mobile technologies and the increase in ransomware attacks targeting the healthcare industry. The County's Securing Our Safety Net initiative/Project 301 will require active involvement from the County Privacy Officer in order to design a data sharing platform that is in compliance with all federal and state privacy regulations.

The risk of not adding a full time Privacy Officer for the County is that there will be insufficient resources dedicated to managing the county privacy program, exposing the County to greater risk of a major privacy breach. The County could incur significant penalties for failing to comply with requirements of Health Insurance Portability and Accountability Act regulations.

The Privacy Officer will report to the Director of Health Services, and be responsible for managing a Privacy Analyst (Department Analyst). The Privacy Analyst manages an Administrative Aide and oversees the public records request process for the Department.

The Department is working with County Human Resources to determine an appropriate classification for the Privacy Officer position. A position allocation for the Privacy Officer will be requested through an upcoming Miscellaneous Classification and Compensation item once the classification has been determined.

Funding for Requested Positions

The table below provides an overview of the FY 17-18 and annual costs and revenues associated with the positions proposed above.

Costs	FY 17-18 Cost/Revenue (\$)	Annual Cost/Revenue (\$)
Patient Care Analyst	130,921	190,164
Senior Account Clerk	74,522	108,244
Privacy Officer	143,166	207,950
Total Costs	348,609	506,358
Revenues		
State/Federal	74,522	108,244
Other (Reimbursements)	274,087	398,114
Total Revenue	348,609	506,358

The attached budget resolution requests FY 17-18 appropriations for the Patient Care Analyst, the Senior Account Clerk, and the Privacy Officer positions.

Prior Board Actions:

None

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

Additional Administrative staff serve to ensure a safe, healthy, and caring community for the residents of Sonoma County by facilitating the safe, effective, and efficient delivery of services at each of the Department's organizational units and work sites through assisting with planning and policy

development, reporting performance against identified standards, coordinating administrative functions and systems, advocating for health issues, and resource development.

Fiscal Summary

Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses	0	506,358	506,358
Additional Appropriation Requested	348,609		
Total Expenditures	348,609	506,358	506,358
Funding Sources			
General Fund/WA GF			
State/Federal	74,522	108,244	108,244
Fees/Other	274,087	398,114	398,114
Use of Fund Balance			
Contingencies			
Total Sources	348,609	506,358	506,358

Narrative Explanation of Fiscal Impacts:

The FY 17-18 cost of the requested positions based on a start date of October 24, 2017 are as follows: Patient Care Analyst - \$130,921; Senior Account Clerk - \$74,522; and Privacy Officer - \$143,166. The annual cost of the requested positions are as follows: Patient Care Analyst - \$190,164; Senior Account Clerk - \$108,244; and Privacy Officer - \$207,950.

The Patient Care Analyst and Privacy Officer positions will be funded by multiple programs as part of a shared service model within the Department. The cost of this positions will be allocated through the Admin Allocation to the divisions within the Department.

The Senior Account Clerk position will be funded with revenue generated from Medicare approved services rendered by the Department and direct service providers.

Staffing Impacts

Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Patient Care Analyst	\$7,677.12 - \$9,332.90	1.0	0.0
Senior Account Clerk	\$3,826.39 - \$4,650.80	1.0	0.0

Narrative Explanation of Staffing Impacts (If Required):

Requested staffing is intended to address staff deficiencies identified above.

Attachments:

Personnel resolution, budgetary adjustment resolution

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

None



County of Sonoma

State of California

Date: September 12, 2017

Item Number: _____
Resolution Number: _____

☐ 4/5 Vote Required

Resolution of the Board of Supervisors of the County of Sonoma, State of California, Amending the Department Allocation List for the Department of Health Services Adding 2.0 Full-Time Equivalent Positions.

Whereas, the Department of Health Services Administration Division supports the mission of the Department of Health Services by facilitating the safe, effective, and efficient delivery of services at each of the Department's organizational units and work sites through assisting with planning and policy development, reporting performance against identified standards, coordinating administrative functions and systems, advocating for health issues, and resource development; and

Whereas, the Department has identified a need to add two full-time equivalent staff positions to the Administration Division, including a Patient Care Analyst and a Senior Account Clerk.

Now, Therefore, Be It Resolved that the Department Allocation List for the Department of Health Services is hereby revised as follows:

Budget Index	Job Class	Class Title	Existing Positions In Class	Change In Position Allocation	New Total Allocation For Class	Effective Date	Monthly Salary Range
22010101	2420	Patient Care Analyst	1.00	1.00	2.00	9/12/17	\$7,677.12 – \$9,332.90
22030101	0403	Senior Account Clerk	2.50	1.00	3.50	9/12/17	\$3,826.39 – \$4,650.80

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma

State of California

Date: September 12, 2017

Item Number: _____

Resolution Number: _____



4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Authorizing Budgetary Adjustments To The Fiscal Year 2017-2018 Adopted Budget To Allocate Funding Of \$348,609 For Three New Positions Within The Department Of Health Services.

Whereas, the Board of Supervisors has adopted the final budget for fiscal year 2017-2018 in accordance with Section 29088 of the Government Code of the State of California; and

Whereas, the Government Code allows for adjustments to the adopted budget during the 2017-2018 fiscal year.

Now, Therefore, Be It Resolved that the Board of Supervisors, County of Sonoma, State of California, does hereby authorize and direct the County Auditor-Controller to adjust the fiscal year 2017-2018 adopted budget for the increases listed in Exhibit A.

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

Department(s)/ Agency/(ies):		Department of Health Services					
Narratives		FTE Impacts (+/-)	Gross Expenditure	Revenue and Reimbursement	Net Cost	Annualized Net Cost	
Summary of Requested Adjustments for Board Consideration							
Health Services - OTHER FUND							
Detail Row 1			3	348,609	348,609	-	
Detail Row 2						-	
Detail Row 3						-	
Summary Row			3	348,609	348,609	-	
Total Requested Adjustments							
		3	348,609	348,609	0	0	
Subtotal of General Fund Changes							
		0	0	0	0	0	
Subtotal of Other Fund Changes							
		3	348,609	348,609	0	0	



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: September 12, 2017

Vote Requirement: Majority

Department or Agency Name(s): Human Services Dept

Staff Name and Phone Number:

Nick Honey – (707) 565-4343
Briana Downey – (707) 565-4348

Supervisory District(s):

All

Title: Resource Family Training

Recommended Actions:

Authorize the Human Services Department Director to execute an agreement with the California Parenting Institute for \$128,000 to provide training for foster and family relatives caregivers during the period of September 15, 2017, through June 30, 2018.

Executive Summary:

This item authorizes the execution of a contract for training services with the California Parenting Institute to provide a comprehensive training program for 600 Resource Families of foster children and youth. Providing a safe, permanent home for every foster child is a core tenant of Continuum of Care Reform. Providing training and on-going support is an essential component of recruiting and retaining Resource Families that provide a family setting in which foster youth can thrive.

Discussion:

The Human Services Department is focused on recruiting and retaining quality Resource Families in order to provide a family setting for every foster youth in Sonoma County. Resource Family is an umbrella term that includes foster, kinship or adoptive families. These families provide critical services in their homes for foster children and youth that spans a continuum of care from short-term, transitional placements to longer-term foster/adoptive/kin families. A key strategy to accomplish the recruitment and retention goals is to provide training services to prepare families to become a Resource Family as well as on-going trainings and support groups to meet the unique needs of Resource Families who care for foster children and youth in Sonoma County. The state also mandates a set curriculum which must be provided to each Resource Family as part of their formal approval process.

Children placed in foster care can have complex needs as a result of the abuse, neglect or abandonment they have experienced. Resource Families are particularly likely to witness the myriad challenges that

children with complex and traumatic histories manifest. Given this, it is essential to have a robust training program for Resource Families so they can meet the needs of the children and youth in their care through a trauma-informed lens. Additionally, best practices in Child Welfare have found that retaining quality Resource Families for foster children and youth heavily depends on the training and ongoing support they receive. When Resource Families are supported and not overtaxed, retention increases and they are more likely to recruit their family and friends as Resource Families.

A Request for Proposals was released to find an individual or agency with expertise in providing quality training services using best practices in adult education and knowledge of Child Welfare. There were a total of 3 submissions. A Review Committee was convened on July 10, 2017, consisting of 3 members and 1 facilitator along with a subject-matter expert. Child Parent Institute (legal name is California Parenting Institute) was selected as the winning bidder.

The contract is inclusive of facility rental, outreach to foster care and kinship communities as well as top quality trainers with established training programs on topics relevant to foster care and kinship providers and child care. Topics will include Child Welfare Overview, Understanding Your Role on the Professional Team, Developmental Needs of Children in Foster Care, Positive Parenting, Childhood Trauma & Traumatic Stress, Loss & Transitions, Positive Parenting, and Understanding Behavioral Support Strategies to name a few. Trainings will be offered in both English and Spanish and will take place at the California Parenting Institute in Santa Rosa in addition to other location(s) throughout the county, which will be identified shortly after the start of the contract. The effectiveness of the training program will be measured by participant survey at the end of each training and reflect outcomes for increased understanding of the developmental needs of children in foster care, increased confidence in ability to care for foster children, increased understanding of the child welfare system, participants feel that the training was useful and they are supported to care for foster children and trainings were well-marketed and accessible.

Prior Board Actions:

9/20/16: The Board of Supervisors approved the Human Services Department's Continuum of Care Reform initiatives.

11/17/15: The Board of Supervisors approved the Human Services Department to execute an agreement with the Santa Rosa Junior College to provide quarterly conferences to foster care and kinship providers.

2/11/14: The Board of Supervisors approved the Human Services Department's System Improvement Plan, which included goals in the area of foster parent and kinship provider training.

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

Approval of this contract will allow the Human Services Department – Division of Family, Youth and Children to provide training to foster care and kinship providers, which will in turn result in more positive family engagement and better outcomes for at-risk children and families.

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses	\$128,000	0	0
Additional Appropriation Requested	0		
Total Expenditures	\$128,000		
Funding Sources			
General Fund/WA GF			
State/Federal	\$128,000		
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	\$128,000		
Narrative Explanation of Fiscal Impacts:			
\$128,000 in funding is included in the approved FY 17/18 budget as an ongoing budget line item.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
None			
Attachments:			
None			
Related Items “On File” with the Clerk of the Board:			
Contract with California Parenting Institute			



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 21

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

To: Board of Supervisors

Board Agenda Date: September 12, 2017

Vote Requirement: Majority

Department or Agency Name(s): Permit Sonoma

Staff Name and Phone Number:

Hannah Spencer (707) 565-1928

Supervisory District(s):

4

Title: Agricultural Agreement and Covenant; ZPE17-0259

Recommended Actions:

Authorize the Chair of the Board of Supervisors to execute an Agricultural Agreement and Covenant for year-round farmworker housing consisting of 37 beds for KBarr Daughters LLC, to be placed on property located at 22425 Geyserville Avenue, Geyserville, PRMD File No. ZPE17-0259; Supervisorial District 4.

Executive Summary:

This is a request to execute an Agricultural Agreement and Covenant (Agricultural Agreement) that would secure farmworker housing and waive park and traffic mitigation development fees for construction of a 37-bed bunkhouse to bolster the affordable housing stock in Sonoma County.

Discussion:

Project Description, Location, and Zoning:

The property owner, KBarr Daughters, LLC, intends to construct a 37-bed year-round farmworker housing unit on a 10.46 acre parcel located in Geyserville. The project will provide year-round housing for 37 employees. The parcel was created by a Certificate of Compliance recorded in 1988 (PRMD File No. ACC88-881) and is developed with vineyard. The property is located approximately 2 miles north of Geyserville, between the Northwestern Pacific Railroad and the Russian River. The farmworker housing site is accessed through an adjacent property located off of Geyserville Avenue and owned by KBarr Daughters, LLC. The parcel is zoned LIA (Land Intensive Agriculture), B6 20-acre density, F1 (Floodway), F2 (Floodplain), RC 50/25 (Riparian Corridor with 50-foot and 25-foot setbacks), SR (Scenic Resources) and VOH (Valley Oak Habitat). The property is generally flat and used for vineyard only. Surrounding properties are primarily used for vineyard, share the same base zoning, and range from 6 to 75 acres in size.

The proposed farmworker housing unit consists of a 5,895 square foot two-story, 10 bedroom, 26-foot tall building with wood frame construction on a permanent foundation. The farmworker housing unit's living area will be elevated one-foot above the 100-year floodplain, compliant with the Secondary

living area will be elevated one-foot above the 100-year floodplain, compliant with the Secondary Floodplain requirements under the Building Code. The unit will be served by a private well and onsite septic and require septic, building, and grading permits. Farmworkers will reside in the unit during the vineyard operating season, from April to November.

Farm Worker Housing criteria:

Staff has determined the proposed year-round farmworker housing project is consistent with the criteria set forth in Section 26-88-010(o) of the Zoning Code for the reasons specified below.

1. The farmworker housing unit will be placed on a 10.46 acre parcel within the Land Intensive Agriculture zoning district, thereby meeting the 10-acre minimum parcel size and zoning requirements.
2. The farmworker housing unit will have access via a private road through an adjacent property owned by the KBarr Daughters, LLC. The private road is located off of Geyserville Avenue, a county maintained road, and crosses the Northwestern Pacific Railroad. The landowner has obtained a license agreement with the North Coast Railroad Authority for the grade crossing.
3. The farmworker housing unit is a two story residence that contains 10 bedrooms and 37 beds. The project will not exceed the 38-person limit.
4. The farmworker housing unit will be located more than 55- feet from the centerline of Geyserville Avenue, more than 60-feet from any other property lines, and more than 40-feet from other structures and accessory structures. The parcel is not adjacent to any residential zoning district.
5. The farmworker housing unit will have 10 on-site parking spaces meeting the ratio of one parking space per four persons housed.
6. The farmworker housing unit will not be located within a F1 (Floodway) zone.
7. The farmworker housing unit will be two stories and located in a F2 (Floodplain) zone.
8. The farmworker housing unit's living quarters will be elevated one-foot above the one hundred (100) year flood elevation.
9. The farmworker housing unit's septic tank and leach field areas will be setback more than 100-feet from the 10 year flood elevation level.
10. The applicant agrees to maintain the farmworker housing unit in a manner to not constitute a zoning violation or health and safety hazard.
11. The property owner has submitted a signed affidavit and signed and notarized an Agricultural Agreement and Covenant document prepared by the Office of County Counsel. If approved, the Clerk of the Board will have the document recorded at the County Recorder's office.

Land Conservation Act:

The landowner is currently applying for a prime (Type I) Land Conservation Act contract (Williamson Act contract). Under the local Uniform Rules, Rule 8.3 A-4 allows farmworker housing (year-round or seasonal) as a compatible use. Under the Uniform Rules, a compatible use cannot occupy more than 15% or 5 acres of the total parcel size. For this parcel, the 15% threshold would apply. The proposed farmworker housing unit, septic, and parking area would comprise approximately 8% of the parcel. Thus, adding a farmworker housing unit to the property does not impact its eligibility for a Williamson Act contract.

Prior Board Actions:			
None.			
Strategic Plan Alignment Goal 1: Safe, Healthy, and Caring Community			
Consistent with the County's Strategic Priority, Housing for All; the year-round farmworker housing unit will provide housing for 37 employees of the local vineyard industry. Providing adequate housing promotes overall public health and safety to farm workers in the community.			
Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
Approval of the Agricultural Agreement and Covenant would waive Park and Traffic mitigation fees typically required for new development in the County, resulting in a fiscal loss of a Park mitigation fee of \$3,678.00 and a fiscal loss of Traffic Mitigation fee of \$7,388.00, totaling \$11,066.00.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
N/A			

Attachments:
<p>Attachment A: Planning Application filed June 16, 2017</p> <p>Attachment B: Affidavit signed by landowner, dated July 14, 2017</p> <p>Attachment C: Site Plan</p> <p>Attachment D: Floor Plan and Elevation Plans</p> <p>Attachment E: Assessor's Parcel Maps</p>
Related Items "On File" with the Clerk of the Board:
Original Agricultural Agreement and Covenant for KBarr Daughters, LLC

Planning Application

PJR-001

Application Type(s):

File # 2PE17-0259

- | | | | |
|--|---|---|---------------------------------------|
| <input type="checkbox"/> Admin Cert. Compliance | <input type="checkbox"/> Design Review Admin. | <input type="checkbox"/> Minor Subdivision | <input type="checkbox"/> Use Permit |
| <input type="checkbox"/> Ag. Or Timber Preserve/Contract | <input type="checkbox"/> Design Review Full | <input type="checkbox"/> Voluntary Merger | <input type="checkbox"/> Variance |
| <input type="checkbox"/> Conditional Cert. of Compliance | <input type="checkbox"/> General Plan Amendment | <input type="checkbox"/> Ordinance Interpretation | <input type="checkbox"/> Zone Change |
| <input type="checkbox"/> Cert. of Modification | <input type="checkbox"/> Lot Line Adjustment | <input type="checkbox"/> Second Unit Permit | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Coastal Permit | <input type="checkbox"/> Major Subdivision | <input type="checkbox"/> Specific/Area Plan Amendment | |

☒ Zoning Permit for: Agricultural Employee Dwelling Unit

By placing my contact information (name, address, phone number, email address, etc.) on this application form and submitting it to Sonoma County PRMD, I understand and authorize PRMD to post this application to the internet or public information purposes, including my contact information.

PRINT CLEARLY

APPLICANT				OWNER (IF OTHER THAN APPLICANT)			
Name <u>Jeffery H. Waterman</u>				Name <u>KBarr, LLC</u>			
Mailing Address <u>2256 Grahn Drive</u>				Mailing Address <u>PO Box 729</u>			
City <u>Santa Rosa</u>	State <u>CA</u>	Zip <u>95404</u>		City <u>Geyserville</u>	State <u>CA</u>	Zip <u>95441</u>	
Day Ph <u>(707) 292-3417</u>	Email <u>thewatermans@sbglobal.net</u>			Day Ph <u>(707) 957-1670</u>	Email <u>contact@e.com.net</u>		
Signature <u>[Signature]</u>		Date <u>5-11-2017</u>		Signature <u>[Signature]</u>		Date <u>6-16-2017</u>	

OTHER PERSONS TO BE NOTIFIED (If listed they must sign application form)

Name/Title				Name/Title			
Mailing Address				Mailing Address			
City	State	Zip		City	State	Zip	
Day Ph ()	Email			Day Ph ()	Email		
Signature		Date		Signature		Date	

PROJECT INFORMATION

Address(es) <u>22000 Geyserville Avenue</u>		City <u>Geyserville Avenue</u>
Assessor's Parcel Number(s) <u>140.210.005</u>		
Project Description <u>The existing 10.46 acre parcel is currently a vineyard and will remain as such in support of the (37) Person Agricultural Unit.</u>		
Acreage <u>10.46 Ac.</u>		Number of new lots proposed <u>0</u>
Site Served by Public Water? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Site Served by Public Sewer <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

TO BE COMPLETED BY PRMD STAFF

Planning Area <u>2</u>	Supervisory District <u>4</u>	Latitude <u>38.723</u>	Longitude <u>122.922</u>
Current Zoning <u>LIA 20, FL F2 RLSU/25 GR VON</u>			
General Plan Land Use <u>LIA 20</u>		Specific/Area Plan	
S.P. Land Use		Violation? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	File No.
Application resolve planning violation? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Penalty application? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Previous Files			
Application accepted by <u>Gar / McArthur</u>		Date <u>16 JUNE 2017</u>	
Approved by		Date	

Supplemental Application Information

Existing use of property:

Vineyard

Acreage: 10.46 Ac.

Existing structures on property:

None

Proximity to creeks, waterways and impoundment areas:

None.

Vegetation on site:

Yes Vineyard

General topography:

Flat

Surrounding uses to
(Note: An adjoining
road is not a use.)

North:

Vineyard

South:

Vineyard

East:

Vineyard

West:

Vineyard

New structures proposed
(size, height, type):

First Floor 62' x 65'-6" = 4,061 s.f. Conditioned Space
Second Floor 25' x 65'-6" = 1,634 s.f. Conditioned Space
Height 25' Wood Frame 5,695 s.f. Total Floor Area.

Number of employees:

Full time:

None

Part time:

Seasonal:

37.

Operating days:

April 1st - November 1st

Hours of operation:

9 hours / Day

Number of vehicles per day: Passenger:

10 Passenger

Trucks:

0

Water source:

Private Well

Sewage disposal:

Private Sewage disposal system

Provider, if applicable:

Provider, if applicable:

New noise sources

(compressors, power tools, music, etc.):

None

Grading proposed:

Amount of cut (cu. yds.):

0

Amount of fill (cu. yds.):

TBD.

Will more

than one acre be disturbed by construction of access roads, site preparation and clearing, fill or excavation, building removal, building construction, equipment staging and maintenance, or other activities? Yes ☐ No ☒

If Yes, indicate area of disturbance(aces):

Identify method of site drainage (sheet flow, storm drain, outflow to creek or ditch, detention area, etc.):

Sheet Flow

Vegetation to be removed:

Approx 10,000 s.f. of Vineyard

Will proposal require annexation to a district in order to obtain public services: Yes ☐ No ☒

Are there currently any hazardous materials (chemicals, oils, gasoline, etc.) stored, used or processed on this site? Yes ☐ No ☒

Will the use, storage, or processing of hazardous materials occur on this site in the future if this project is authorized? Yes ☐ No ☒

Fire safety information (existing/proposed water tanks, hydrants, emergency access and turnaround, building materials, etc.):

Affidavit

Date:

June 30, 2017

Referenced Property:

22425 Geyserville Avenue
Geyserville, CA 95441
APN 140-210-005

KBARR DAUGHTERS LLC, swear or affirm:

1. That the existing and current use of the property is a grape vineyard.
2. That the proposed (37) person Agricultural Employee Dwelling Unit will be used for agricultural employee housing.

I swear or affirm that the above and foregoing representations are true and correct to the best of my information, knowledge and belief.



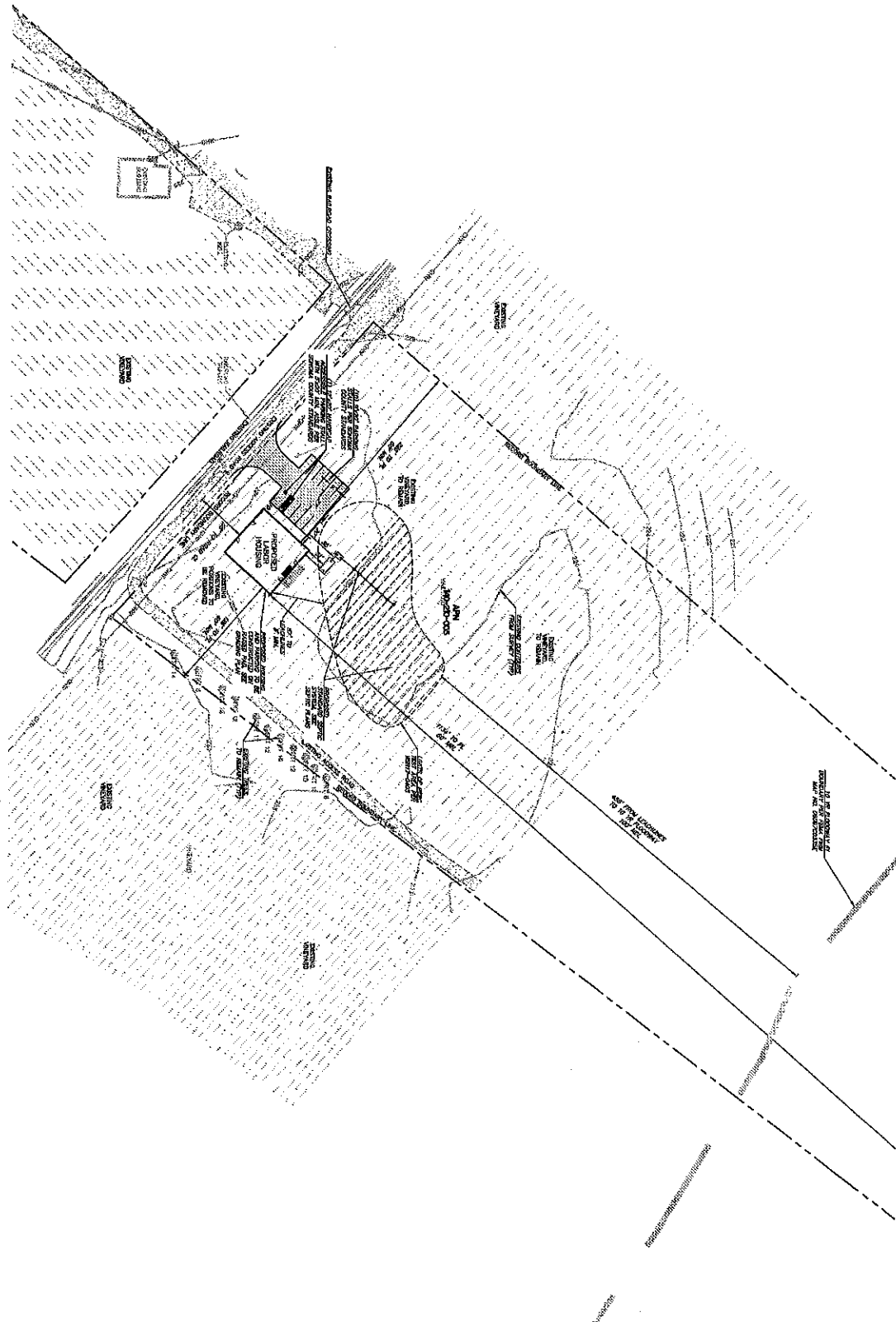
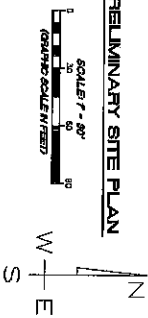
KBARR DAUGHTERS LLC,

July 14, 2017

Date

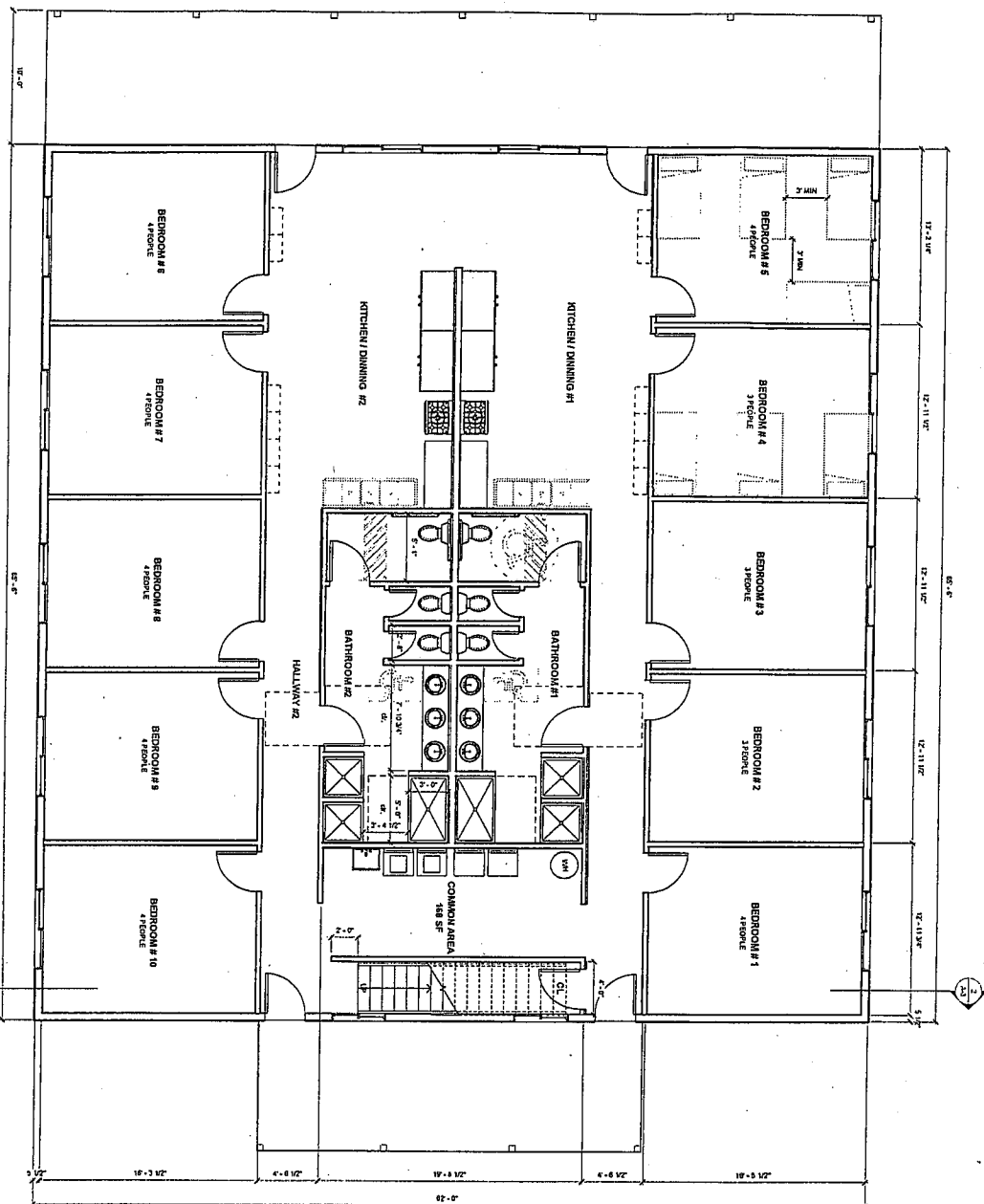
LABOR HOUSING NOTES:
 REVM LABOR HOUSING BUILDING DIMENSIONS: 64' x 164'
 LABOR HOUSING ORIENTED: 37° EASE
 10 STAIRWELL SPACES (12' x 20')
 1 HALLWAY ACCESSIBLE SPACE (12' x 20')

PRELIMINARY SITE PLAN

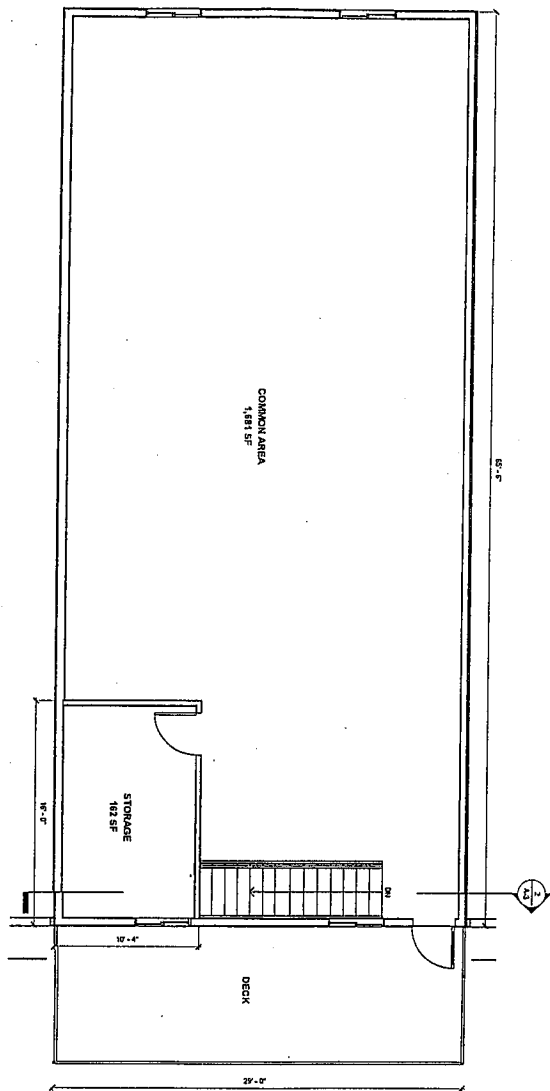


 OF 1 SHEET	REVM LABOR HOUSING LABOR HOUSING PRELIMINARY SITEPLAN APR 140-000-000 22485 REDWOOD HIGHWAY ORREYVILLE, CA	DESIGNED BY: <i>[Signature]</i> CHECKED BY: <i>[Signature]</i> DATE: 7-10-17 PROJECT NO: 1604	REGISTERED PROFESSIONAL ENGINEER CIVIL ENGINEERING No. 69941 Exp. 6-30-20 STATE OF CALIFORNIA	MUNELLE CIVIL ENGINEERING CIVIL ENGINEERING & LAND PLANNING 916 CENTER STREET HEALD COUNTY, CA 95548 (707) 965-0066	REVISION DESCRIPTION BY DATE											
	<table border="1"> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>															

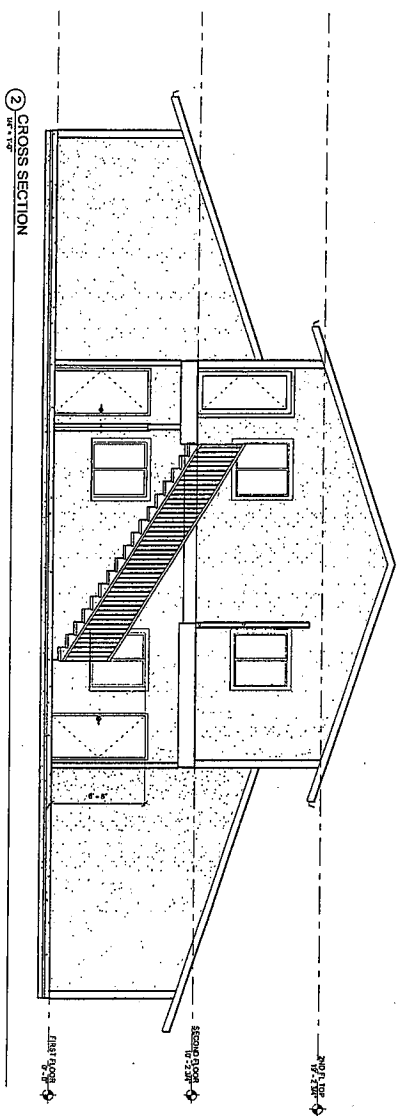
A-2



FIRST FLOOR	4.061 SF
SECOND FLOOR	1.043 SF
TOTAL	5.904 SF



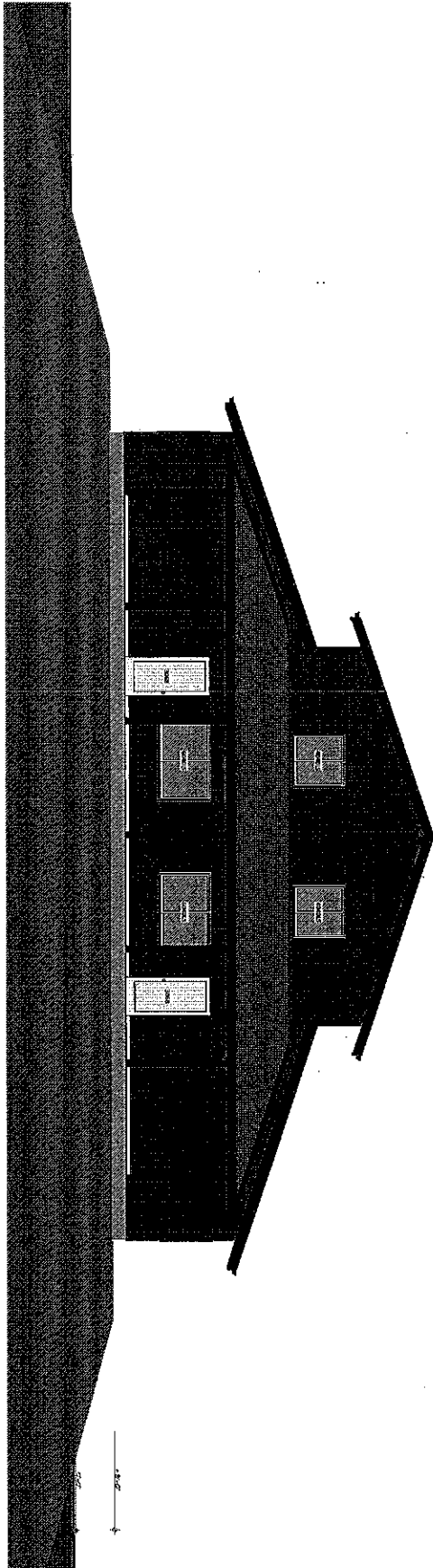
SECOND FLOOR PLAN - FARMWORKER HOUSING
1/8" = 1'-0"



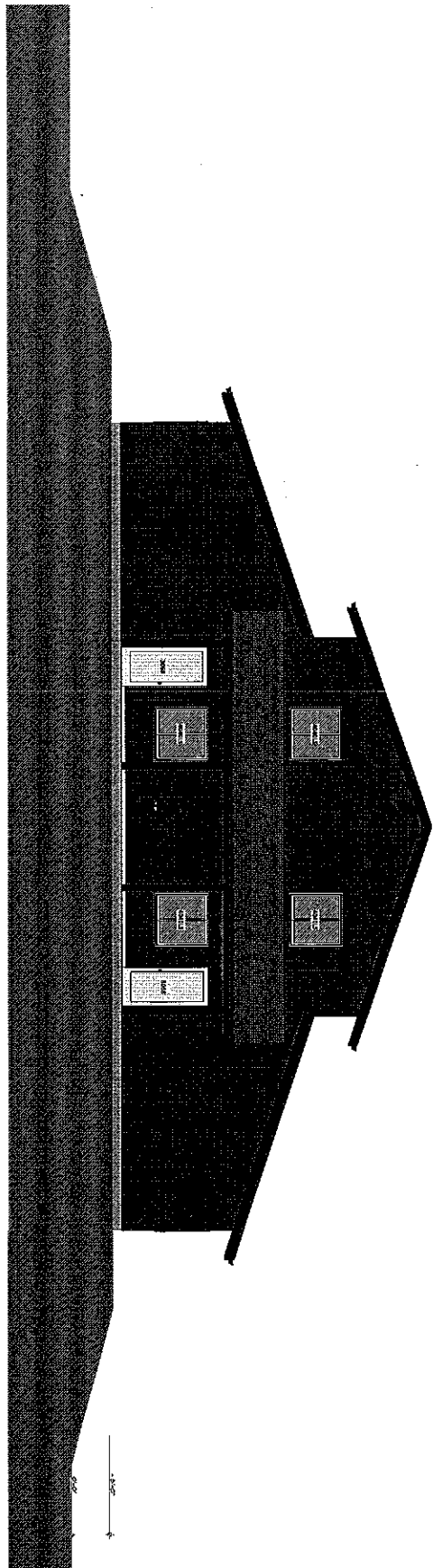
2 CROSS SECTION
1/8" = 1'-0"



REAR ELEVATION



FRONT ELEVATION



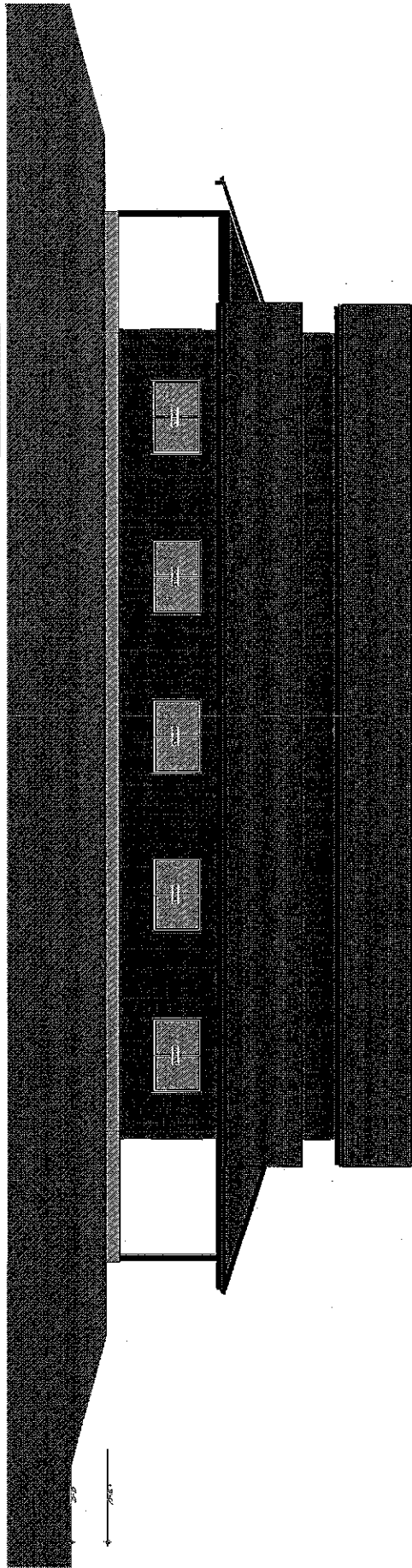
FRONT / REAR ELEVATIONS

KBARR DAUGHTERS, LLC
 22000 GEYSERVILLE AVENUE, GEYSERVILLE, CA 95441
 ASSESSOR'S PARCEL NUMBER 140-210-005
 XXXX ENGINEERING APPLIES TO:

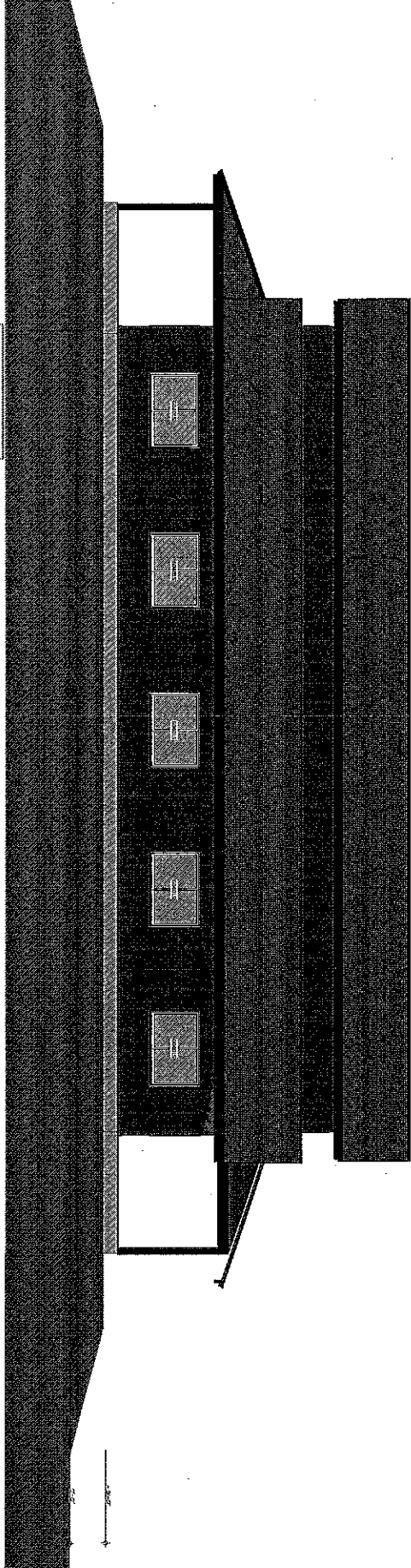


DATE:	09/09/08
SCALE:	1/4" = 1'
DRAWN BY:	SAJ
JOB NUMBER:	17-008

RIGHT SIDE ELEVATION



LEFT SIDE ELEVATION



SIDE ELEVATIONS

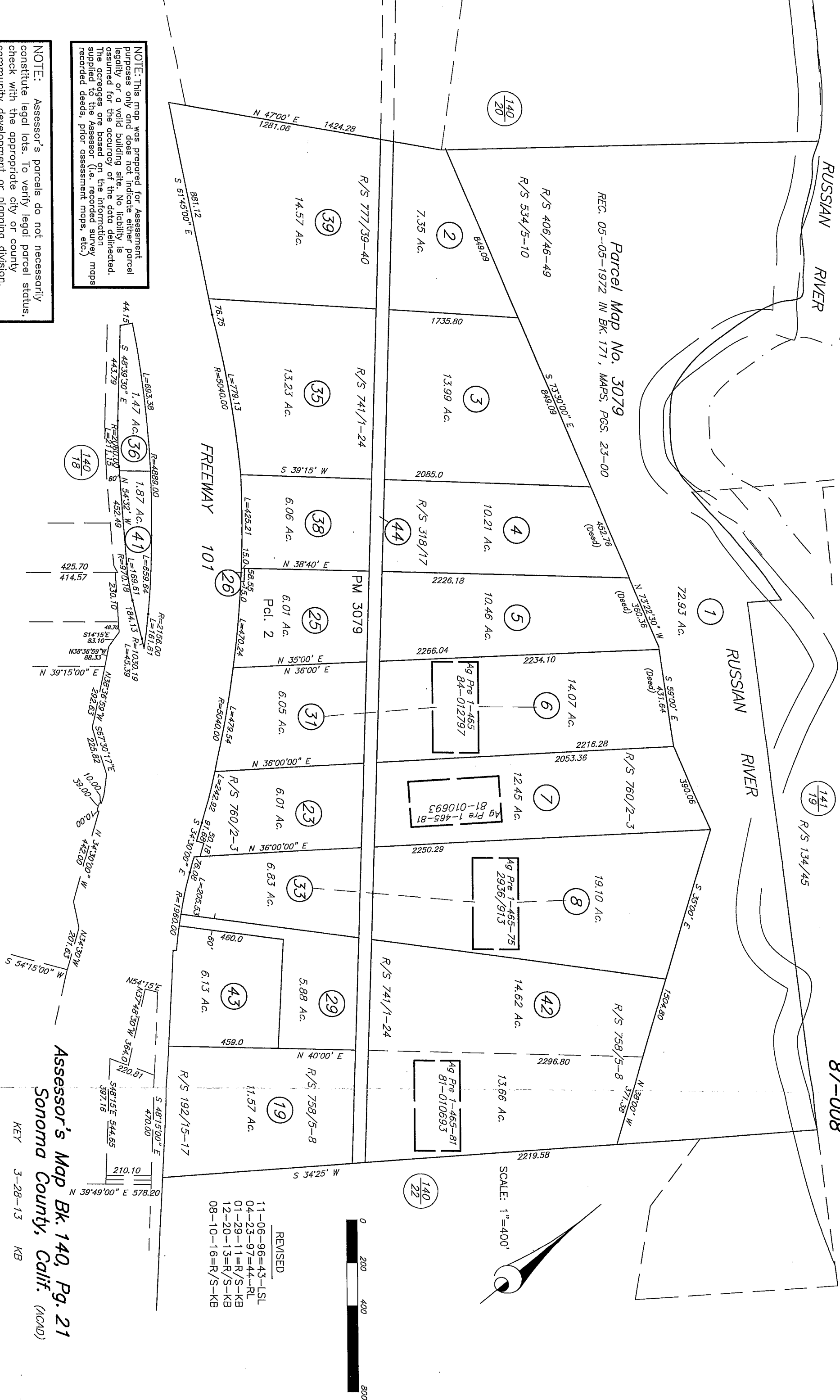
KBARR DAUGHTERS, LLC
 22000 GEYSERVILLE AVENUE, GEYSERVILLE, CA 95441
 ASSESSORS PARCEL NUMBER 140-210-005
 XXXX ENGINEERING APPLIES TO:



DATE:	10/05/2017
SCALE:	1/4" = 1'-0"
DRAWN BY:	SAI
JOB NUMBER:	17-000
REV/NOISE:	

COUNTY ASSESSOR'S PARCEL MAP

TAX RATE AREA 140-21
87-008



NOTE: This map was prepared for Assessment purposes only and does not indicate either parcel legality or a valid building site. No liability is assumed for the accuracy of the data delineated. The acreages are based on the information supplied to the Assessor (i.e. recorded survey maps, recorded deeds, prior assessment maps, etc.)

NOTE: Assessor's parcels do not necessarily constitute legal lots. To verify legal parcel status, check with the appropriate city or county community development or planning division.

Assessor's Map Bk. 140, Pg. 21
Sonoma County, Calif. (ACAD)

KEY 3-28-13 KB



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 22

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

To: Board of Supervisors

Board Agenda Date: September 12, 2017

Vote Requirement: Majority

Department or Agency Name(s): Permit Sonoma

Staff Name and Phone Number:

Hannah Spencer (707) 565-1928

Supervisory District(s):

4

Title: Agricultural Agreement and Covenant; ZPE17-0260

Recommended Actions:

Authorize the Chair of the Board of Supervisors to execute an Agricultural Agreement and Covenant for year-round farmworker housing consisting of 37 beds for the Bevill Family Trust, to be placed on property located at 22810 Geyserville Avenue, Geyserville; PRMD File No. ZPE17-0260, Supervisory District 4.

Executive Summary:

This is a request to execute an Agricultural Agreement and Covenant (Agricultural Agreement) that would secure farmworker housing and waive park and traffic mitigation development fees for construction of a 37-bed bunkhouse to bolster the affordable housing stock in Sonoma County.

Discussion:

Project Description, Location, and Zoning:

The property owner, Bevill Family Trust, intends to construct a 37-bed year-round farmworker housing unit on a 21.92 acre property located in Geyserville. The project will provide year-round housing for 37 employees. The parcel is currently developed with a single family dwelling, a detached garage, and vineyard. The property is located approximately 2 miles north of Geyserville and lies between Highway 101 and the Russian River. Geyserville Avenue, a county-maintained road, provides direct access to the proposed farmworker housing site. The parcel is zoned LIA (Land Intensive Agriculture), B6 20-acre density, F1 (Floodway), F2 (Floodplain), RC 50/50 (Riparian Corridor with 50-foot setbacks), SR (Scenic Resources), and VOH (Valley Oak Habitat). The property is generally flat and is primarily used for vineyard. Surrounding properties are covered in vineyard, share the same base zoning, and range from 45 to 190 acres in size.

The proposed farmworker housing unit consists of a 5,895 square foot two-story, 10 bedroom, 26-foot tall building with wood frame construction on a permanent foundation. The unit will be served by a private well and onsite septic. The housing unit is obtaining the required septic, building and grading

permits. Farmworkers will reside in the unit during the vineyard operating season, from April to November.

Farm Worker Housing criteria:

Staff has determined the proposed year-round farmworker housing project is consistent with the criteria set forth in Section 26-88-010(o) of the Zoning Code for the reasons specified below.

1. The farmworker housing unit will be placed on a 21.92 acre parcel within the Land Intensive Agriculture zoning district, thereby meeting the 10-acre minimum parcel size and zoning requirements.
2. The farmworker housing unit will have direct access off of Geyserville Avenue, a county-maintained public road. A new driveway will be constructed to serve the unit.
3. The farmworker housing unit is a two story residence that contains 10 bedrooms and 37 beds. The project will not exceed the 38-person limit.
4. The farmworker housing unit will be located more than 55- feet from the centerline of Geyserville Avenue, more than 60-feet from any other property lines, and more than 40-feet from other structures and accessory structures. The parcel is not adjacent to any residential zoning district.
5. The farmworker housing unit will have 10 on-site parking spaces meeting the ratio of one parking space per four persons housed.
6. The farmworker housing unit will be two stories and not located in a F1 (Floodway) or F2 (Floodplain) zone.
7. The applicant agrees to maintain the farmworker housing unit in a manner to not constitute a zoning violation or health and safety hazard.
8. The property owner has submitted a signed affidavit and signed and notarized an Agricultural Agreement and Covenant document prepared by the Office of County Counsel. If approved, the Clerk of the Board will have the document recorded at the County Recorder's office.

Prior Board Actions:

None.

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

Consistent with the County's Strategic Priority, Housing for All; the year-round farmworker housing unit will provide housing for 37 employees of the local vineyard industry. Providing adequate housing promotes overall public health and safety to farm workers in the community.

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
Approval of the Agricultural Agreement and Covenant would waive Park and Traffic mitigation fees typically required for new development in the County, resulting in a fiscal loss of a Park mitigation fee of \$3,678.00 and a fiscal loss of Traffic Mitigation fee of \$7,388.00, totaling \$11,066.00.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
N/A			
Attachments:			
Attachment A: Planning Application filed June 16, 2017 Attachment B: Affidavit signed by landowner, dated June 30, 2017 Attachment C: Site Plan Attachment D: Floor Plan and Elevation Plans Attachment E: Assessor's Parcel Map			
Related Items "On File" with the Clerk of the Board:			
Original Agricultural Agreement and Covenant for Bevill Family Trust			

Planning Application

PJR-001

Application Type(s):

File # 3PE 17-0260

- | | | | |
|--|---|---|---------------------------------------|
| <input type="checkbox"/> Admin Cert. Compliance | <input type="checkbox"/> Design Review Admin. | <input type="checkbox"/> Minor Subdivision | <input type="checkbox"/> Use Permit |
| <input type="checkbox"/> Ag. Or Timber Preserve/Contract | <input type="checkbox"/> Design Review Full | <input type="checkbox"/> Voluntary Merger | <input type="checkbox"/> Variance |
| <input type="checkbox"/> Conditional Cert. of Compliance | <input type="checkbox"/> General Plan Amendment | <input type="checkbox"/> Ordinance Interpretation | <input type="checkbox"/> Zone Change |
| <input type="checkbox"/> Cert. of Modification | <input type="checkbox"/> Lot Line Adjustment | <input type="checkbox"/> Second Unit Permit | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Coastal Permit | <input type="checkbox"/> Major Subdivision | <input type="checkbox"/> Specific/Area Plan Amendment | |

☒ Zoning Permit for: Agricultural Employee Dwelling Unit

By placing my contact information (name, address, phone number, email address, etc.) on this application form and submitting it to Sonoma County PRMD, I understand and authorize PRMD to post this application to the internet or public information purposes, including my contact information.

PRINT CLEARLY

APPLICANT

OWNER (IF OTHER THAN APPLICANT)

Name <u>Jeffery H. Waterman</u>			Name <u>Bevill Family Trust</u>		
Mailing Address <u>2250 Graham Drive</u>			Mailing Address <u>4724 DRY CREEK Rd</u>		
City <u>Santa Rosa</u>	State <u>CA</u>	Zip <u>95404</u>	City <u>HEALDSBURG</u>	State <u>CA</u>	Zip <u>95448</u>
Day Ph (707) <u>222-3417</u>	Email <u>theWatermans@shoglobal.net</u>		Day Ph (707) <u>433-1801</u>	Email <u>duffy@bevillvineyard.com</u>	
Signature <u>[Signature]</u>		Date <u>8.11.2017</u>	Signature <u>[Signature]</u>		Date <u>6/6/2017</u>

OTHER PERSONS TO BE NOTIFIED (if listed they must sign application form)

Name/Title			Name/Title		
Mailing Address			Mailing Address		
City	State	Zip	City	State	Zip
Day Ph ()	Email		Day Ph ()	Email	
Signature		Date	Signature		Date

PROJECT INFORMATION

Address(es) 22810 Geyserville Avenue City Geyserville

Assessor's Parcel Number(s) 140-210-039, -002

Project Description The existing 14.57 acre parcel is currently a vineyard and will remain as such in support of the (37) person Agricultural unit.

Acreage 21.92 Number of new lots proposed 0

Site Served by Public Water? ☐ Yes ☒ No Site Served by Public Sewer ☐ Yes ☒ No

TO BE COMPLETED BY PRMD STAFF

Planning Area <u>2</u>	Supervisory District <u>4</u>	Latitude <u>38.724</u>	Longitude <u>122.930</u>
Current Zoning <u>LIA20 FZ RC50/50 SR VOM</u>			
General Plan Land Use <u>LIA20</u>		Specific/Area Plan	
S.P. Land Use		Violation? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	File No.
Application resolve planning violation? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Penalty application? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Previous Files			
Application accepted by <u>[Signature]</u>		Date <u>16 JUNE 2017</u>	
Approved by		Date	

Sonoma County Permit and Resource Management Department
2550 Ventura Avenue, Santa Rosa, CA, 95403-2829, (707) 565-1900

02/02/2016

Supplemental Application Information

Existing use of property:

Vineyard and structure

Acreage: 21.92

Existing structures on property:

800 s.f. storage structure

Proximity to creeks, waterways and impoundment areas:

None

Vegetation on site:

Yes, Vineyard

General topography:

Flat

Surrounding uses to
(Note: An adjoining
road is not a use.)

North:

Vineyard

South:

Vineyard

East:

Vineyard

West:

Vineyard

New structures proposed
(size, height, type):

First Floor 62'x65'-0" = 4,061 s.f. conditioned space
Second Floor 28'x65'-0" = 1,834 s.f. conditioned space
Height 25' WOOD FRAME 5,895 Total Floor Area.

Number of employees:

Full time: ~~1~~

Part time: _____

Seasonal: 37

Operating days:

April 1st - November 1st

Hours of operation:

9 hours / Day

Number of vehicles per day:

Passenger:

10 Passenger

Trucks:

0

Water source:

Private well

Sewage disposal:

Private sewage disposal system

Provider, if applicable:

Provider, if applicable:

New noise sources

(compressors, power tools, music, etc.):

None

Grading proposed:

Amount of cut (cu. yds.): 0

Amount of fill (cu. yds.): 130

Will more

than one acre be disturbed by construction of access roads, site preparation and clearing, fill or excavation, building removal, building construction, equipment staging and maintenance, or other activities? Yes _____ No Yes If Yes, indicate area of disturbance(acres): _____

Identify method of site drainage (sheet flow, storm drain, outflow to creek or ditch, detention area, etc.): _____

Vegetation to be removed: _____

Will proposal require annexation to a district in order to obtain public services: Yes _____ No Yes

Are there currently any hazardous materials (chemicals, oils, gasoline, etc.) stored, used or processed on this site? Yes _____ No Yes

Will the use, storage, or processing of hazardous materials occur on this site in the future if this project is authorized? Yes _____ No Yes

Fire safety information (existing/proposed water tanks, hydrants, emergency access and turnaround, building materials, etc.): _____

Affidavit

Date:

June 30, 2017


Referenced Property:

22810 Geyserville Avenue
Geyserville, CA 95441
APN 140-210-039

The Bevill Family Trust, swear or affirm:

1. That the existing and current use of the property is a grape vineyard.
2. That the proposed (37) person Agricultural Employee Dwelling Unit will be used for agricultural employee housing.

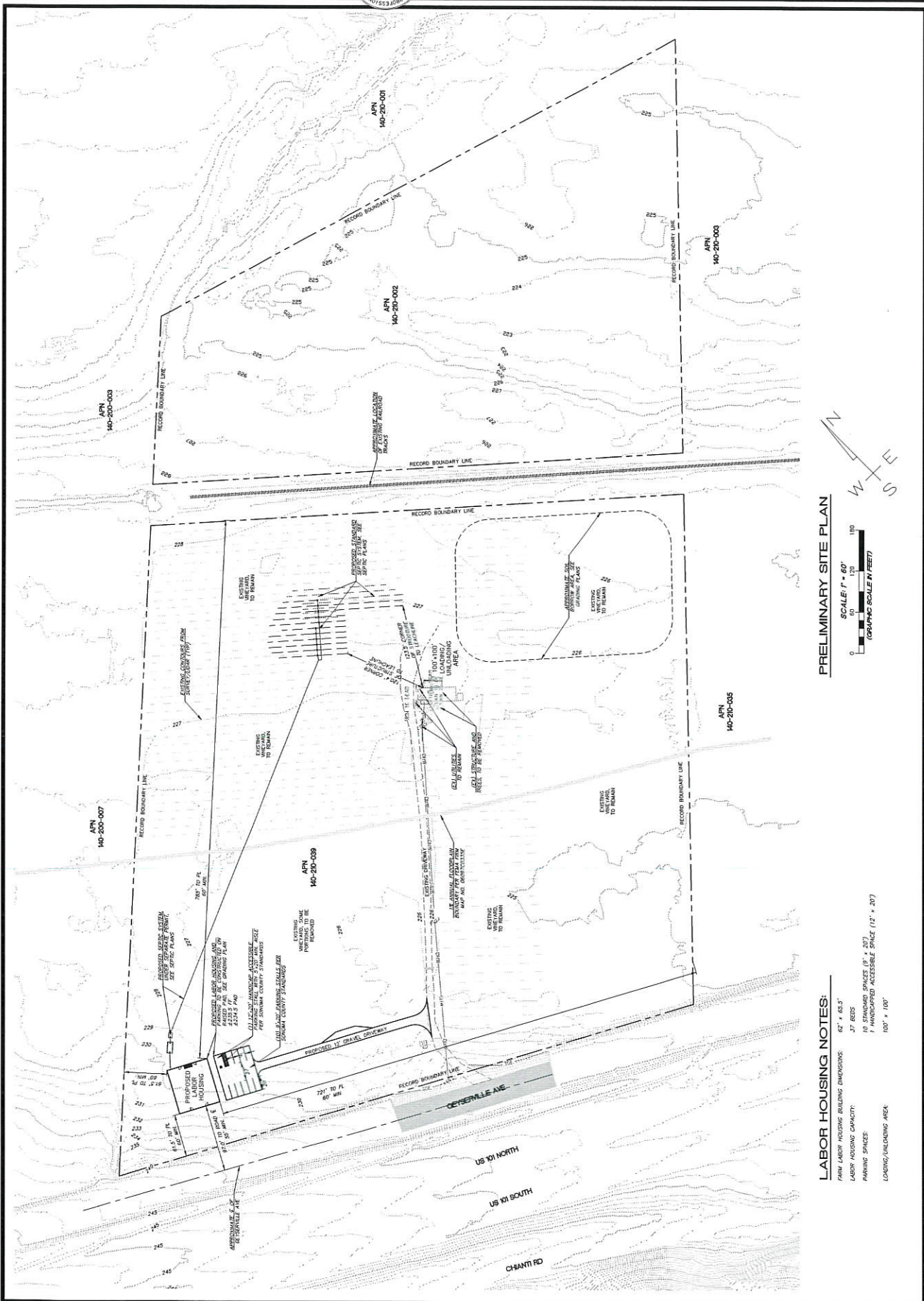
I swear or affirm that the above and foregoing representations are true and correct to the best of my information, knowledge and belief.

 trustee

The Bevill Family Trust

7/17/17

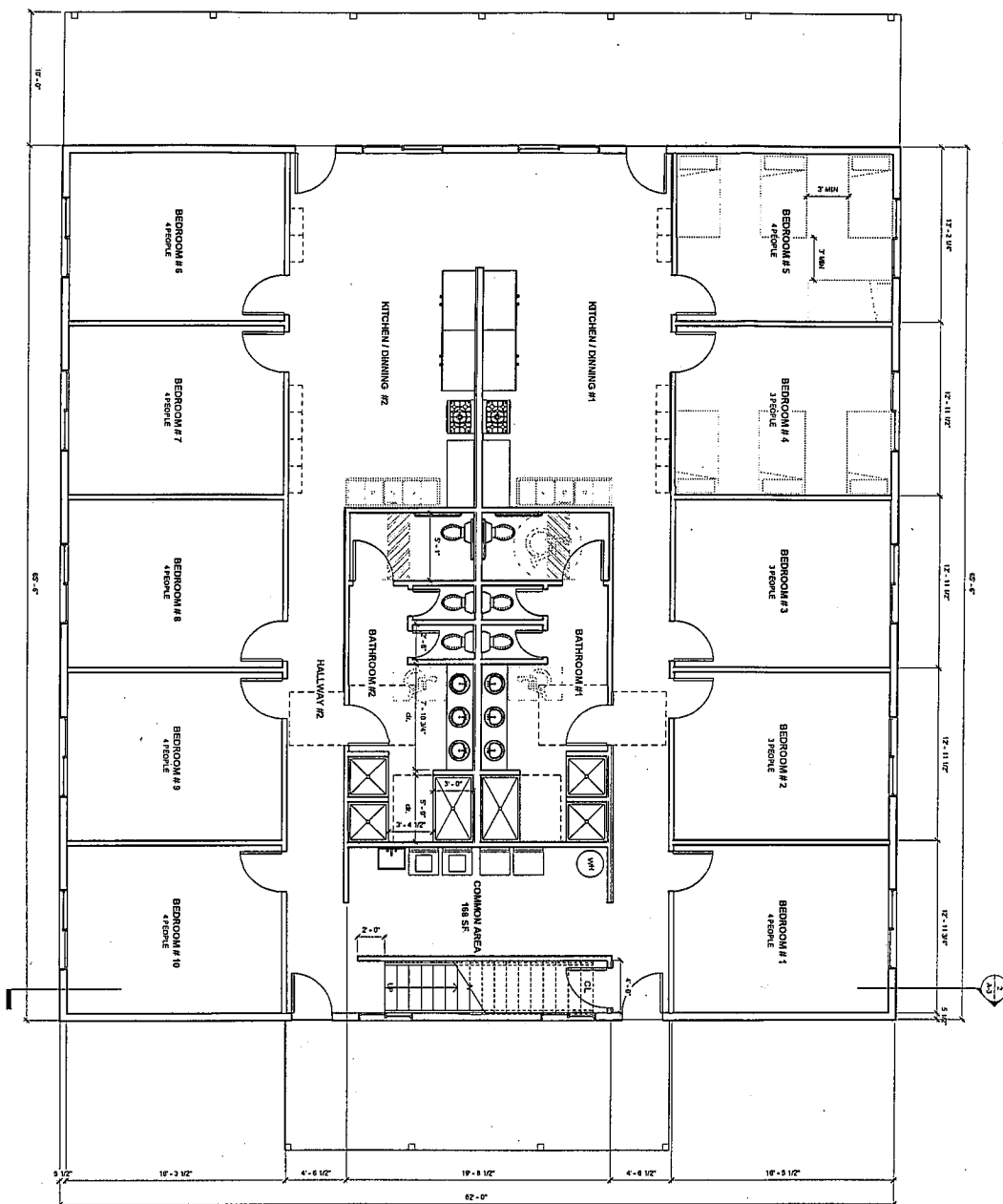
Date



LABOR HOUSING NOTES:

- FARM LABOR HOUSING BUILDING DIMENSIONS: 62' x 63.5'
- LABOR HOUSING CAPACITY: 37 BEDS
- PARKING SPACES: 10 STANDARD SPACES (8' x 20')
- 1 HANDICAPPED ACCESSIBLE SPACE (12' x 20')
- LOADING/UNLOADING AREA: 100' x 100'

A1 FIRST FLOOR PLAN - FARMWORKER HOUSING



FARMWORKER HOUSING STRUCTURE

FIRST FLOOR	4,941 SF
SECOND FLOOR	5,344 SF
TOTAL	10,285 SF



A-2

NEW FARMWORKER HOUSING

Address
City, CA ZIP

DATE
REVISION



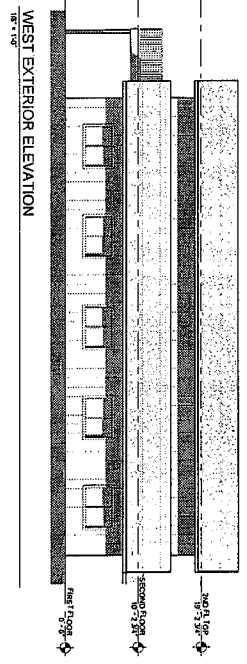
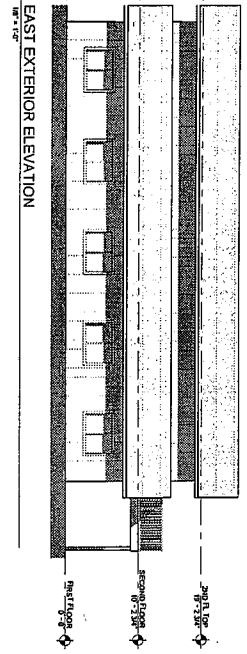
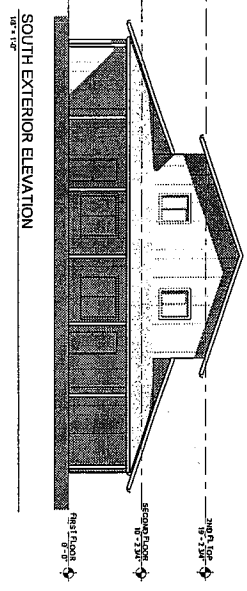
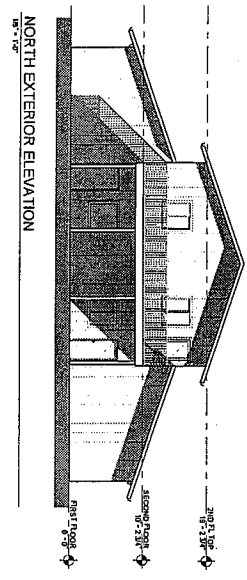
Lafranchi
ARCHITECTURE & DEVELOPMENT
100 E Street, Suite 204
Santa Rosa, California 95404
phone 707.528.2449
fax 707.528.3229
Lafranchidevelopment.com

156 • 1.20



Wiley





COUNTY ASSESSOR'S PARCEL MAP

TAX RATE AREA
87-008

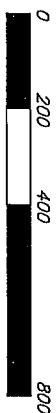
140-21

RUSSIAN RIVER

RUSSIAN RIVER

Parcel Map No. 3079
REC. 05-05-1972 IN BK. 171, MAPS, PGS. 23-00

SCALE: 1"=400'



REVISED

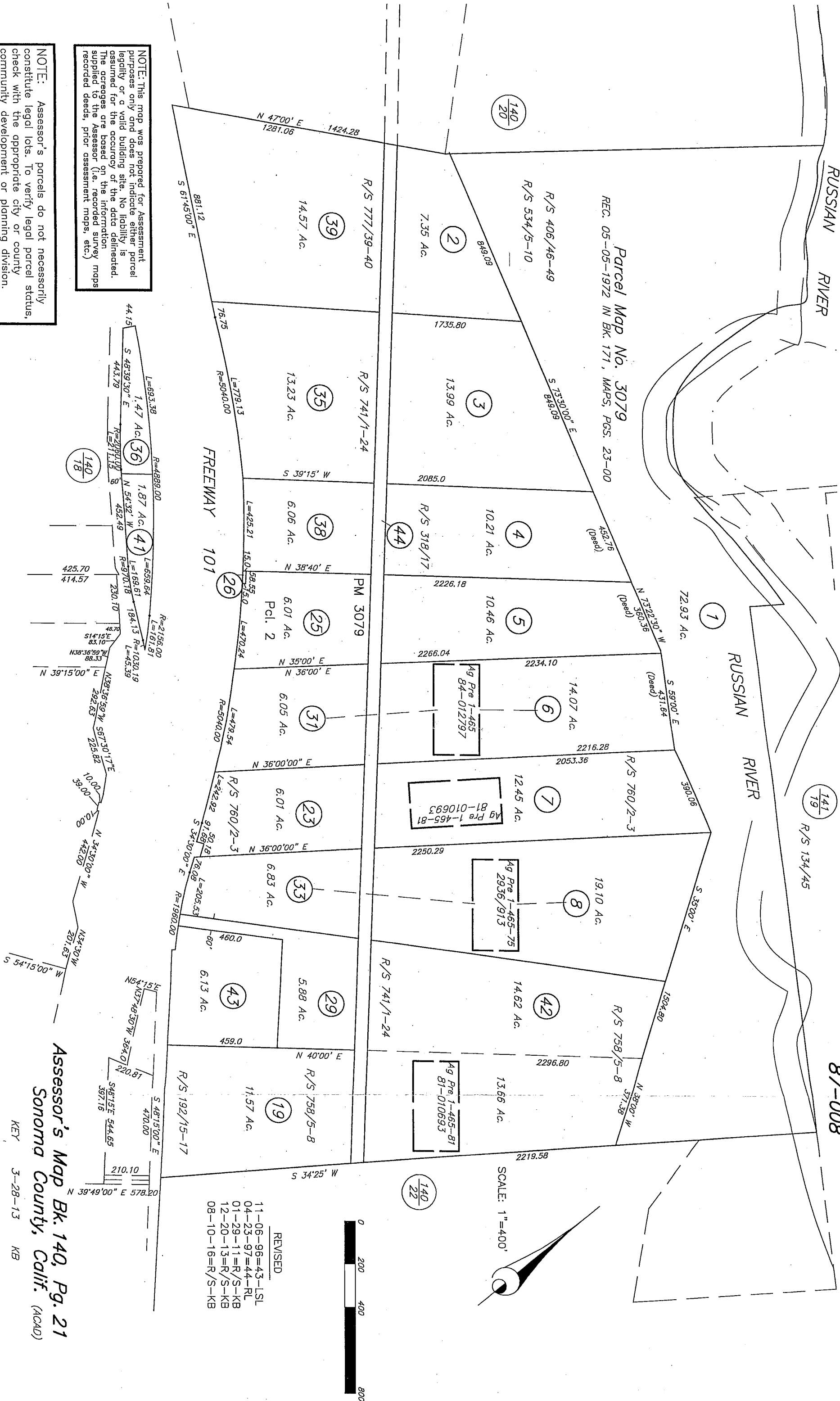
11-06-96=43-LSL
04-23-97=44-RL
01-29-11=R/S-KB
12-20-13=R/S-KB
08-10-16=R/S-KB

NOTE: This map was prepared for Assessment purposes only and does not indicate either parcel legality or a valid building site. No liability is assumed for the accuracy of the data delineated. The acreages are based on the information supplied to the Assessor (i.e. recorded survey maps, recorded deeds, prior assessment maps, etc.)

NOTE: Assessor's parcels do not necessarily constitute legal lots. To verify legal parcel status, check with the appropriate city or county community development or planning division.

Assessor's Map Bk. 140, Pg. 21
Sonoma County, Calif. (ACAD)

KEY 3-28-13 KB





County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 23

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

To: Board of Supervisors

Board Agenda Date: September 12, 2017

Vote Requirement: Majority

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

Staff Name and Phone Number:

Derik Michaelson 565-3095

Supervisory District(s):

First

Title: Lot Line Adjustment among four parcels on contracted land at 3100 Sonoma Mountain Road, Petaluma; PRMD File No. LLA16-0022.

Recommended Actions:

Adopt a Resolution and Conditions of Approval for a Lot Line Adjustment among four parcels subject to Land Conservation Contracts; APNs 136-180-002 & 136-450-003 (Lot A), 136-180-002 (Lot B) 136-450-003 (Lot C), and 136-450-001 (Lot D).

Executive Summary:

The applicant requests approval of a Lot Line Adjustment among four contiguous properties. The parcels are established by previous Administrative Certificates of Compliance. The adjustment brings the historical parcel lines into alignment with current zoning boundaries and existing site improvements. The request requires Board of Supervisors approval because it necessitates replacement of the existing Land Conservation contracts encumbering each of the four properties. The Board has requested that they review and approve Lot Line Adjustments when involving contracted land.

Discussion:

To facilitate the Lot Line Adjustment, Government Code Section 51257 permits the contracting party to rescind the existing contract and simultaneously enter into a new contract for each adjusted lot provided required findings are met. Staff confirms the adjusted parcels will individually meet current contract requirements and therefore, recommends approval of the current request at this time. The applicant will subsequently return for Board approval of the required replacement contracts after the Lot Line Adjustment records. Further details on the existing and proposed lot conditions for the four parcels are described in Table 1 below.

Background: On February 9, 2016, the Board of Supervisors issued Administrative Certificates of Compliance recognizing five historical lots as legally separate parcels, including the four subject lots containing a total of 643 acres. The adjacent 439 acres to the north, Certificate of Compliance Parcel 4, is not part of this request.

Table 1 - Existing and Proposed Lot Conditions

	Lot A	Lot B	Lot C	Lot D
EXISTING / 643 ACRES				
APNs	136-450-003 & 136-180-002	136-180-002	136-450-003	136-450-001
Agriculture	Grazing	Grazing	Grazing	Grazing
Improvements	Residence, pump house, water tank	Residence, Shed	Undeveloped	Residence, barns, garage, sheds
Lot Acreage	136.12	278.16	150.10	78.90
<i>Grazing</i>	134.12	277.16	150.10	76.90
<i>Improved</i>	2.0	1.0	0.0	2.0
Preserve Contract	2-411-72 2607/881	2-411-72 2607/881	2-411-72 2607/881	2-411-72 2605/787
Zoning	RRD B6 100 & LEA B6 60 Z	LEA B6 60 Z & RRD B6 100	RRD B6 100	RRD B6 100
PROPOSED / 643 ACRES				
APNs	(TBD)	(TBD)	(TBD)	(TBD)
Agriculture	Grazing	Grazing	Grazing	Grazing
Improvements	Undeveloped	Residence, Shed	Residence, barns, garage, sheds	Residence, pump house, water tank
Lot Acreage	100.20	296.77	131.84	114.47
<i>Grazing</i>	100.20	295.77	129.84	112.47
<i>Improved</i>	0.00	1.00	2.00	1.00
Preserve Contract	411-72 (TBD)	411-72 (TBD)	411-72 (TBD)	411-72 (TBD)
Zoning	RRD B6 100	LEA B6 60 Z	RRD B6 100	RRD B6 100

General Plan and Zoning: The General Plan designates Lots C and D and portions of Lots A and B as Resource and Rural Development (RRD) with a 100-acre per unit density requirement. The remaining portions of Lots A and B are designated Land Extensive Agriculture (LEA) with a density requirement of 60 acres per dwelling unit. The proposed adjustment resolves the zoning boundary encroachment by relocating Lot A entirely within the RRD boundary and aligning Lot B to match the LEA boundary. The adjustment maintains the same residential density pattern as currently existing and allowed under the General Plan and provides for each lot to remain well over the minimum size requirement per current zoning standards. Minimum lot sizes are specific to each zoning designation and include a 20-acre minimum for RRD, and a minimum of 1.5 acres for LEA, if lots are clustered.

Land Conservation Act: The property owner intends to reconfigure interior lot lines between four contiguous parcels located within Agricultural Preserve 2-411-72, and rescind and replace Land Conservation Act Contracts 2605/881 and 2607/787. The adjusted lot lines do not affect the exterior

boundary of the Agricultural Preserve. Commercial grazing is currently in operation with approximately 200 head of cattle and an annual gross income of \$4,220. Existing site improvements include three residences and various outbuildings used for residential and agricultural purposes.

Uniform Rules: In accordance with Section 5.1 of the County’s Uniform Rules for Agricultural Preserves, multiple contiguous parcels under the contract may be considered a single undivided parcel for purposes of determining contract eligibility and compliance. The contracts are eligible for replacement in this case because the resultant lots are in the same ownership and farmed together, and meet the following criteria:

- Minimum 40 acre lot size requirement for non-prime contracts; and
- Over fifty percent of each lot is devoted to a qualifying agricultural use (i.e. grazing); and
- The submitted gross annual grazing income meets required criteria of \$2,000 per farming operation; and
- Existing buildings and site improvements are considered compatible agricultural uses and will occupy no more than 15% up to a maximum of 5 acres of current farming/grazing operation.

Staff Recommendation:

Staff recommends the Board find the project consistent with Government Code Section 51257 and approve the proposed Lot Line Adjustment subject to the attached Conditions of Approval. The resulting parcels will each be devoted to qualifying uses as provided for Non-Prime Agricultural Land under the Sonoma County Uniform Rules for Agricultural Preserves and Farmland Security Zones Uniform Rules. Conditions of Approval require that prior to recording a Grant Deed for the Lot Line Adjustment, the property owner must submit the following item(s):

- 1) One application and appropriate filing fee to rescind and replace two existing Agricultural Land contracts with four new Land Conservation Act contracts.

Staff has determined the Lot Line Adjustment meets the required findings as described in the attached Resolution. The findings ensure that replacement contracts can be prepared in accordance with the minimum parcel size and minimum income required to sustain qualifying agricultural and/or open space uses and without loss of restricted land.

Prior Board Actions:

Not applicable

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

The Board of Supervisors has endorsed the continuation of the County’s agricultural preserve program to preserve a maximum amount of the limited supply of agricultural, open space, scenic, and critical habitat lands within the county, to discourage premature and unnecessary conversion of such lands to urban land uses, to promote vitality in the agricultural economy, and to ensure an adequate, varied, and healthy supply of food and fiber for current and future generations. The purpose of this Lot Line Adjustment is to bring into alignment historical parcel lines with current zoning boundaries and existing site improvements. In addition, the rescission and replacement of Land Conservation contracts on the subject parcels will facilitate further agricultural investment and support agricultural viability and help preserve open space land in Sonoma County.

Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
<p>Approval of the Lot Line Adjustment has no fiscal impact. However, as conditioned, the property owners for each respective parcel must apply for separate Land Conservation Act Contracts. The contracts allow property owners to pay a reduced property tax assessment based upon the value of the agricultural uses rather than the land value under Proposition 13. This results in a reduction in the County's share of property tax revenue for each parcel under a Land Conservation Act Contract. The amount of this reduction for an individual contract depends on parcel-specific variables including the Proposition 13 status of the land and value of the agricultural crop, and is determined annually by the Assessor's office. Because the requested contracts are replacing existing contracts, the fiscal effects of this change are expected to be minimal.</p>			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
N/A			
Attachments:			
<p>Draft Board of Supervisors Resolution with Exhibit A Conditions of Approval Attachment A: Proposal Statement Attachment B: Site Plan Exhibits Attachment C: Agricultural Preserve Attachment D: APN pages</p>			
Related Items "On File" with the Clerk of the Board:			
None			



County of Sonoma

State of California

Date: September 12, 2017

Item Number: _____
Resolution Number: 17- _____

LLA16-0022 Derik Michaelson

☐ 4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Granting McKinney Family Trust Approval For Minor Lot Line Adjustment of Property Located at 3100 and Sonoma Mountain Road, Petaluma, APN's 136-180-002, 136-450-001 and -003.

Whereas, the applicant Mckinney Family Trust, filed an application with the Sonoma County Permit and Resource Management Department for a Lot Line Adjustment between four parcels of 136.12 acres (Lot A, APNs 136-180-002 & 136-450-003), 278.16 acres (Lot B, APN 136-180-002), 150.1 acres (Lot C, APN 136-450-003), 78.9 acres (Lot D, 136-450-001), resulting in four parcels of 100.2 acres (Lot A), 296.77 acres (Lot B), 131.84 acres (Lot C), and 114.47 acres (Lot D) subject to Agricultural Preserve 2-411-72 and existing Land Conservation Act Contracts recorded under Book 2605, Page 787, and Book 2607, Page 881 in 1972. The four parcels are located at 3100 Sonoma Mountain Road, Petaluma, APN's 136-180-002, 136-450-001 and -003; Zoned RRD (Resource and Rural Development), B6-100 acre density with LG/MTN (Taylor/Sonoma/Mayacamas Design Guidelines), RC50/50 (Riparian Corridor, 50-ft setback), and SR (Scenic Resource, Landscape Unit) combining districts, and LEA (Land Extensive Agriculture) with Z (Second Unit Exclusion), RC50/50 (Riparian Corridor, 50-ft setback), and SR (Scenic Resource, Landscape Unit) combining districts; Supervisorial District No. 1 and 2; and

Whereas, to facilitate a Lot Line Adjustment, Government Code Section 51257, authorizes parties to a Land Conservation Contract or Contracts to mutually rescind the Contract or Contracts and simultaneously enter into a new Contract or Contracts; and

Whereas, on December 13, 2011, the Board of Supervisors adopted the updated Sonoma County Uniform Rules for Agricultural Preserves and Farmland Security Zones (Uniform Rules) (Resolution No. 11-0678); and

Whereas, on February 9, 2016, the Board of Supervisors approved (PLP15-0078) Administrative Certificates of Compliance recognizing the four subject lots as legally separate parcels created by conveyance (grant deed or Government

Patent), and recorded under Document Numbers: 2016-015379, 2016-015380, 2016-015381 and 2016-015382.

Whereas, in accordance with the provisions of law, the Board of Supervisors held a public hearing on July 18, 2017, at which time all interested persons were given an opportunity to be heard; and

Whereas, the purpose of the Lot Line Adjustment is to bring into alignment historical parcel lines with current zoning boundaries and existing site improvements; and

Whereas, Government Code Section 51257 requires that the Board of Supervisors make certain findings before existing Land Conservation Act Contracts may be rescinded and replaced to facilitate a Lot Line Adjustment.

Now, Therefore, Be It Resolved that the Board of Supervisors makes the following findings consistent with Government Code Section 51257:

- a. The new contracts will enforceably restrict the adjusted boundaries of the four parcels for an initial term for at least as long as the unexpired term of the rescinded contracts, but for not less than 10 years. A condition of approval for the Lot Line Adjustment requires the rescission and replacement of existing contracts with new contracts. Each new contract for resulting Lot A, B, C, and D will remain for not less than 10 years, renewing automatically every December 31st. The rescission and replacement of the existing contracts with a new contracts will require a separate and subsequent Board action to be scheduled at a later date;
- b. There is no net decrease in the amount of the restricted acreage because the aggregate acreage of the land restricted by the new contracts in this case contains the same 643 acres of land restricted by the rescinded contracts, and all four parcels will enter into a new Non-Prime contract;
- c. The Lot Line Adjustment results in 100 percent (100%) of the land under the original contract remaining restricted under the replacement contracts as required as a Condition of Approval for the Lot Line Adjustment;
- d. After the Lot Line Adjustment, all four parcels of land subject to contract will be large enough to sustain their agricultural use, as defined in Section 51222. Resultant Lots A, B, C, and D will each exceed the 40-acre minimum acreage requirement for Non-Prime contracts and be devoted to a qualifying agricultural use with more than 50 percent of each lot dedicated to commercial grazing with compatible uses and building

improvements occupying no more than five acres. Resulting Lot A is undeveloped consisting of 100.2 acres and will provide 100.2 acres of grazing land. Lot B is 296.77 acres, contains one existing residence and various outbuildings, and will provide 295.77 acres of land for grazing. Lot C is 131.84 acres, contains one existing residence, an adjacent bathhouse, water tank and pump house, and will provide 129.84 acres for grazing. Lot D is 114.47 acres, contains an existing residence with a detached garage and several barns and sheds, and will provide 112.47 acres for commercial cattle grazing. All non-agricultural uses are listed as compatible uses that occupy no more than 5 acres of each lot.

- e. The Lot Line Adjustment will not compromise the long-term agricultural productivity of the parcels or other agricultural lands subject to a contract or contracts.
- f. The Lot Line Adjustment is not likely to result in the removal of adjacent land from agricultural use. The land use and zoning designations on all parcels will remain as Resource and Rural Development 100 acres per dwelling unit for Lots A, C, and D, and Land Extensive Agriculture 60 acres per unit for Lot B. The parcels will have the same subdivision potential before and after the Lot Line Adjustment. The Lot Line Adjustment is minor in nature and will not result in the removal of adjacent land from agricultural use;
- g. The Lot Line Adjustment does not result in a greater number of developable parcels than existed prior to the adjustment, or an adjusted lot that is inconsistent with the General Plan. Under their current General Plan land use designation, portions of Lots A and B and the entirety of Lots C and D are designated Resource and Rural Development 100 acres per dwelling unit, with remaining portions of Lots A and B designated Land Extensive Agriculture 60 acres per unit. Under the current proposal, the adjusted Lots A, C, and D are designated Resource and Rural Development 100 acres per dwelling unit, and Lot B designated Land Extensive Agriculture 60 acres per unit. Lots A, B, C, and D do not have subdivision potential either before or after the Lot Line Adjustment; and
- h. Conditions of Approval require that prior to recording Grant Deeds for the Lot Line Adjustment, property owners of Lots A, B, C and D shall submit appropriate applications and filing fees to rescind and replace the existing contracts with new Land Conservation Act Contracts as applicable. Once the Lot Line Adjustment grant deeds are recorded, then the County can proceed with preparation of the four new contracts, and include the new legal descriptions for each parcel.

Resolution #

Date: September 12, 2017

Page 4

Be It Further Resolved that the Board of Supervisors hereby finds that substantial evidence in the record before it supports the above findings, and further finds that the Lot Line Adjustment meets the requirements of the Subdivision Map Act and the Land Conservation Act.

Be It Further Resolved that the Board of Supervisors finds the requested action described in this Resolution is categorically exempt from the California Environmental Quality Act pursuant to Section 15305 Class 5 of Title 14 of the California Code of Regulations (CEQA Guidelines) in that the project is a minor Lot Line Adjustment.

Be It Further Resolved that the Board of Supervisors hereby grants the requested Lot Line Adjustment subject to the Conditions of Approval in Attachment "A," attached hereto which includes a condition to rescind and replace existing Land Conservation Contracts on Lots A, B, C and D.

Be It Further Resolved that the Board of Supervisors designates the Clerk of the Board as the custodian of the documents and other material which constitute the record of proceedings upon which the decision herein is based. These documents may be found at the office of the Clerk of the Board, 575 Administration Drive, Room 100-A, Santa Rosa, California 95403.

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

SONOMA COUNTY BOARD OF SUPERVISORS

Exhibit A Conditions of Approval

Staff:	Derik Michaelson	Date:	September 12, 2017
Applicant:	Cinquini and Passarino, Inc	File No.:	LLA16-0022
Owner:	McKinney Family Trust	APN:	136-180-002, 136-450-001
Address:	3100 Sonoma Mountain Road, Petaluma		and -003.

Project Description: Request for a Minor Lot Line Adjustment between four legal parcels of 136.12 acres, 278.16 acres, 150.1 acres, and 78.9 acres, resulting in four parcels of 100.2 acres, 296.77 acres, 131.84 acres, and 114.47 acres subject to existing Land Conservation Act Contracts.

NOTE: Amendments and changes to approved Lot Line Adjustment conditions may be considered by Project Review and Advisory Committee (PRAC) at a later date if additional information justifies the changes and does not increase the intensity of use approved by the original approval. The Director of the Permit and Resource Management Department (PRMD) will determine if a public hearing is necessary and if additional fees are required.

NOTE: These conditions must be met and the application validated within 24 months (July 11, 2019) unless a request for an extension of time is received before the expiration date.

HEALTH:

SEPTIC

1. On the existing Parcel 1 (proposed parcel C), evidence of soils suitable for subsurface sewage disposal system for at least a one- bedroom system shall be provided to the Well and Septic Section. This will include, but not be limited to, soil profiles and percolation tests done in accordance with current standards of the Well and Septic Section of PRMD. The work must be certified by a State Registered Civil Engineer, Environmental Health Specialist or Geologist and refer to this Lot Line Adjustment number. This demonstration may be modified or waived by the District Specialist if the consultant can clearly demonstrate that adequate primary and reserve area is available.
2. Provide by means of a (topographic) Plot Plan drawn to a 1"=20' scale, that the existing Parcel 1 (proposed parcel C) contains sufficient area to accommodate a one-bedroom private sewage disposal system and a 200% unencumbered future reserve area. If the parcel is not served by public water, the plan shall include the location of any existing and potential domestic well site(s). **Location of neighboring wells and septic systems within 150 feet of the proposed lots must be shown**, as well as existing and proposed driveways, grading cuts, and drainage ways. The plan is to be prepared by a registered Civil Engineer or Environmental Health Specialist. This demonstration may be modified or waived by the District Specialist if the consultant can clearly demonstrate that adequate primary and reserve area is available.

WATER:

3. A water supply shall be demonstrated for Parcel 1 (proposed parcel C) either from a water well or a spring at a minimum of 1 gallon per minute. If an off-site water source is utilized, an easement and covenant is required.

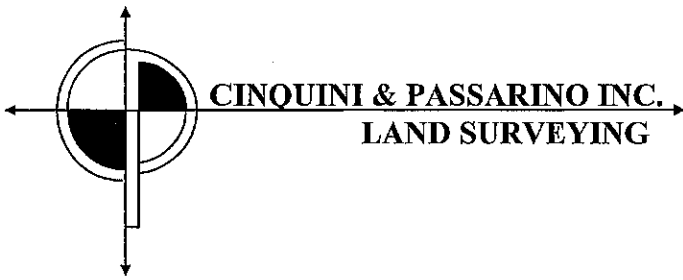
GENERAL:

1. Prior to recording the Grant Deeds for the Lot Line Adjustment, the property owner of Lots A, B, C, and D shall submit the appropriate applications and filing fees to rescind and replace the existing contracts with four new non-prime Land Conservation contracts on Lots A, B, C, and D.

2. Submit verification to Planning that taxes and/or assessments, which are a lien and termed as payable, are paid to the Treasurer-Tax Collector's Department on all parcels affected by the adjustment. The Treasurer-Tax Collector knows the amount of the tax due.
3. A draft description, prepared by a licensed land surveyor or civil engineer authorized to practice land surveying, showing the combination of lots or transfer of property shall be submitted to the County Surveyor for approval. The following note shall be placed on the deed or deeds. "The purpose of this deed is for a Lot Line Adjustment for the combination of a portion of the Lands of McKinney Family Trust as described by deed recorded under Document Nos. 2016-015380, 2016-015381, 2016-015382, and 2016-015379, Sonoma County Records, APNs 136-180-002, 136-450-001, and 136-450-003. This deed is pursuant to on file in the office of the Sonoma County Permit and Resource Management Department. It is the express intent of the signatory hereto that the recordation of this deed extinguishes any underlying parcels or portions of parcels." It is the responsibility of the surveyor/engineer preparing the deeds to insure that the information contained within the combination note is correct. Note: The County Surveyor may modify the above described note.
4. After approval by the County Surveyor, a grant deed or deeds shall be prepared and submitted to the Planning Division for approval prior to recording. An approval stamp will be placed on the face of the grant deed or deeds.
5. A Site Plan Map of the Lot Line Adjustment shall be prepared by a licensed surveyor or civil engineer and attached to the deed(s) to be recorded. The Site Plan shall be subject to the review and approval of the County Surveyor. The following note shall be placed on said plan: "THIS EXHIBIT IS FOR GRAPHIC PURPOSES ONLY. Any errors or omissions on this exhibit shall not affect the deed description."
6. After approval by Planning, the grant deeds shall be recorded and a copy of the deed or deeds shall be submitted to the Permit and Resource Management Department.
7. This "At Cost" entitlement is not vested until all permit processing costs are paid in full. Additionally, no grading or building permits shall be issued until all permit processing costs are paid in full.

Previous Actions:

February 9, 2016 - Board of Supervisors approved administrative certificates of compliance recognizing the four subject lots as legally separate parcels.



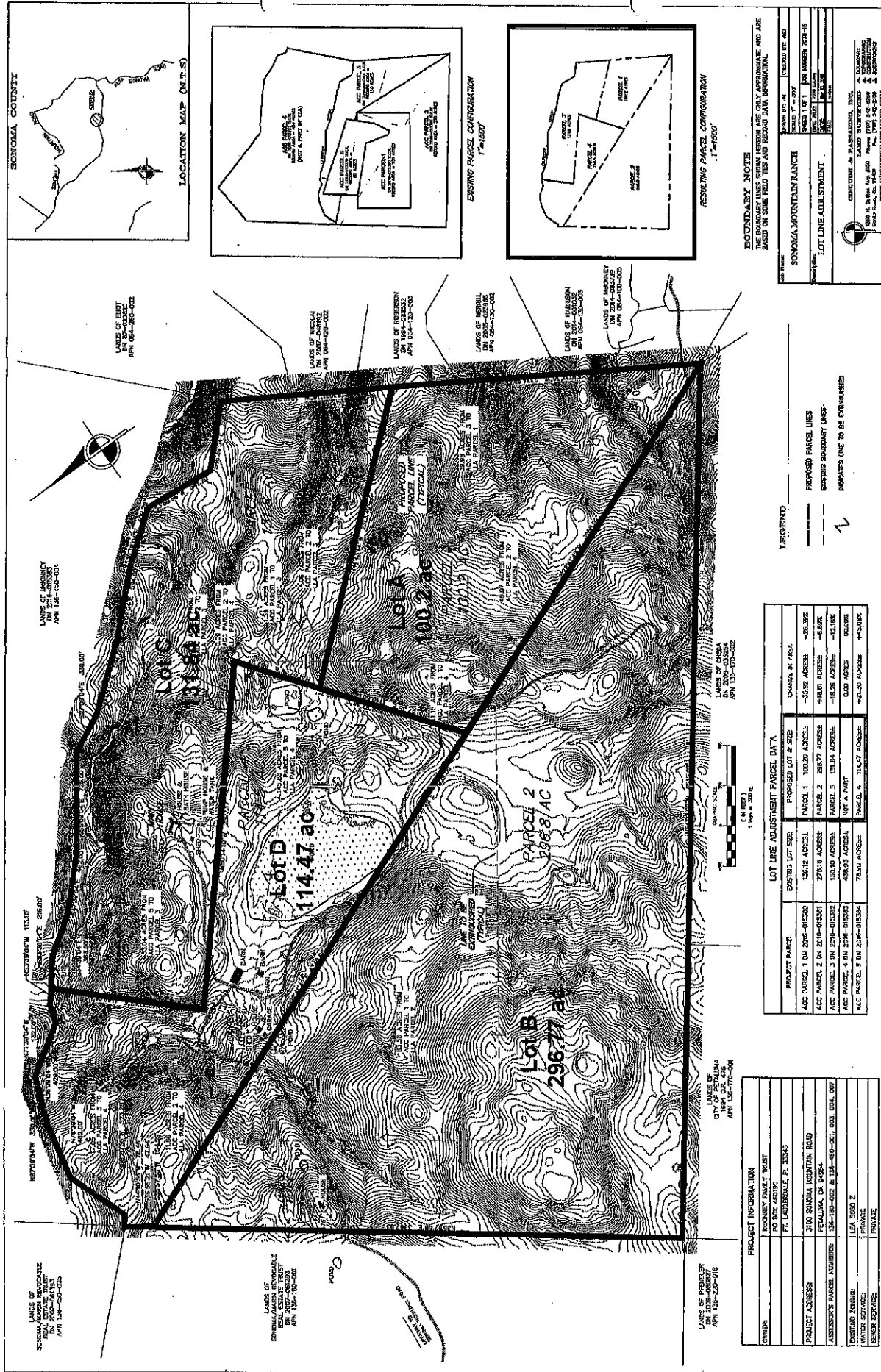
Proposal Statement for Lot Line Adjustment

TO: PRMD - Planning
FROM: Jim Dickey, PLS
DATE: 3/2/2016
RE: Sonoma Mountain Ranch Lot Line Adjustment
JOB NO.: 7078-15

The purpose of this Lot Line Adjustment is to make the current parcels that were established with the Administrative Certificate of Compliance Documents filed under Document Numbers: 2016-015379, 2016-015380, 2016-015381 and 2016-015382 match the existing zoning boundary lines for the area as well as reconfigure an otherwise very oddly shaped agricultural parcels to match the existing improvements and contour of the ground on the ranch.

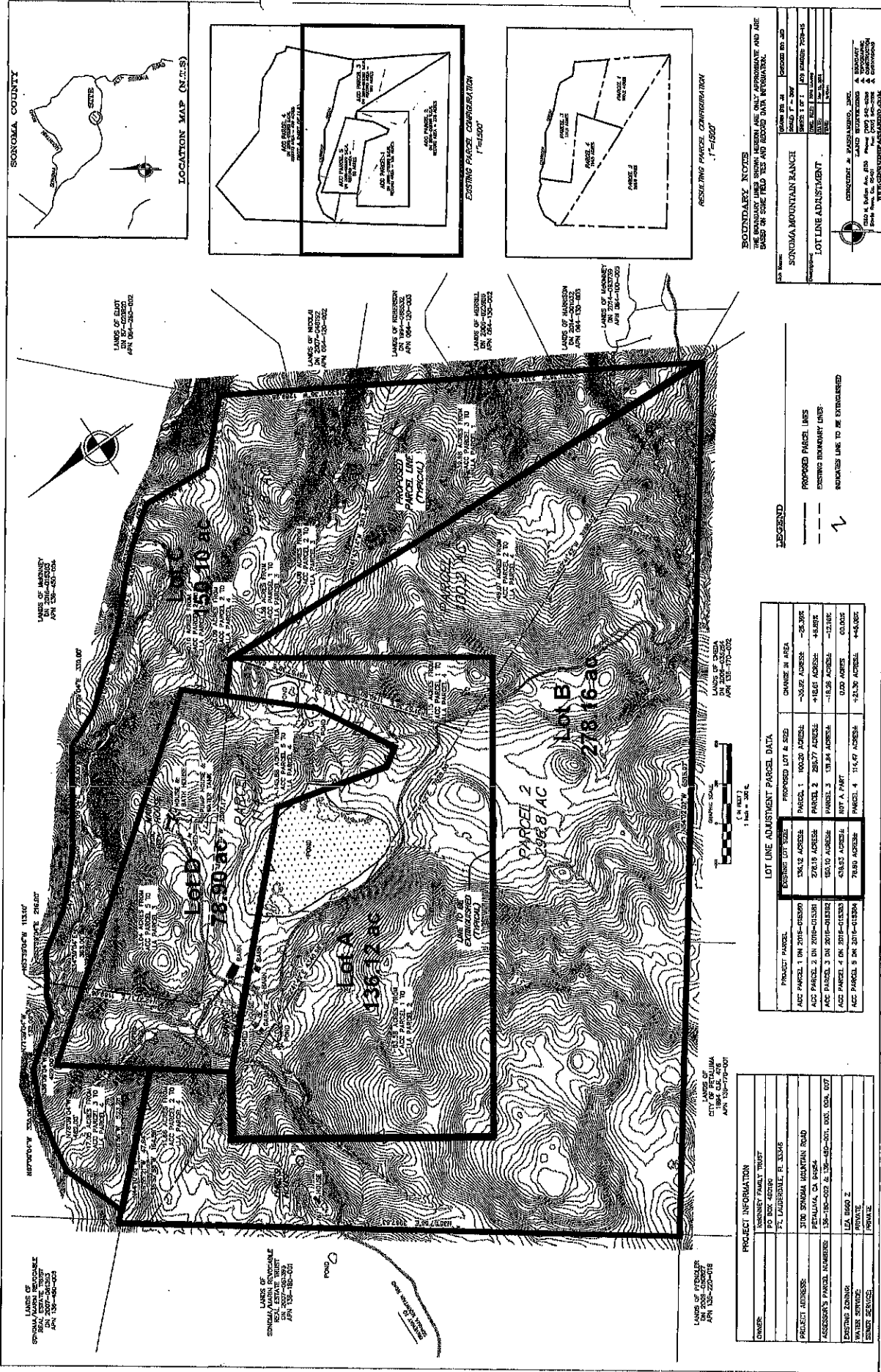
The lot line for Parcel 2 was configured to follow the existing dividing line between the existing zoning area LEA B6 60 Z and RRD B6 100 which covers Parcels, 1, 3, and 4.

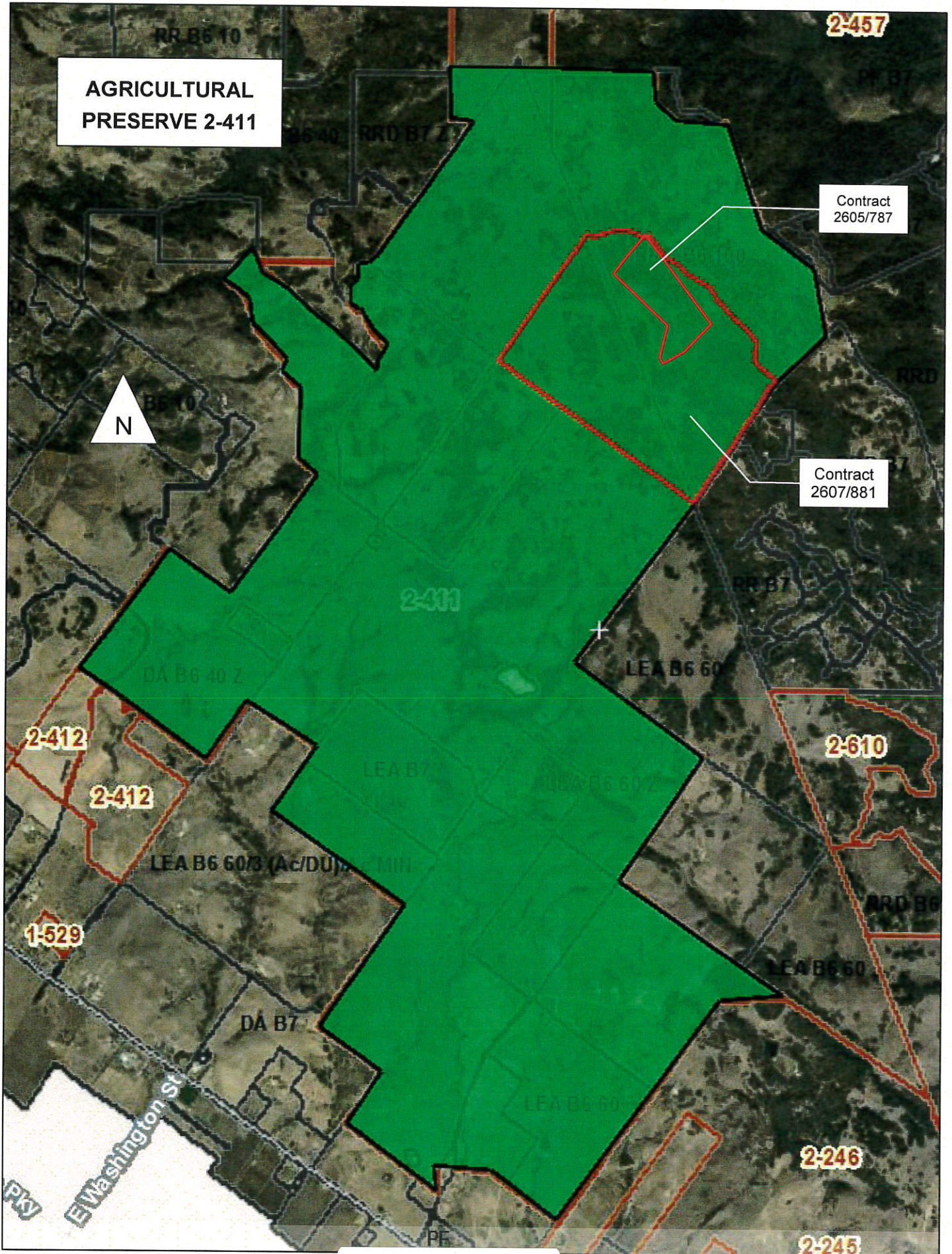
PROPOSED
File No. LLA16-0022



EXISTING

File No. LLA16-0022





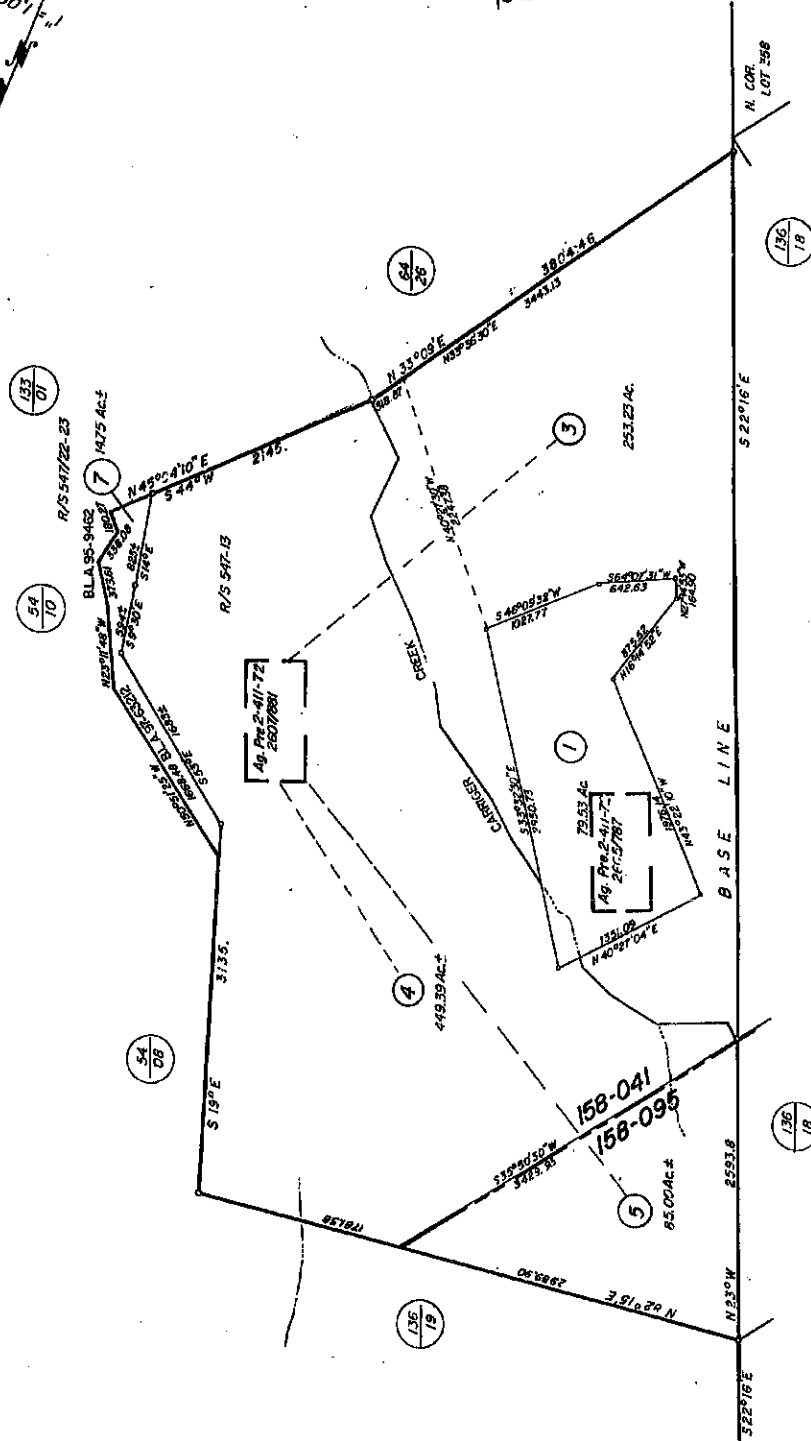
COUNTY ASSESSOR'S PARCEL MAP

TAX RATE AREA

158-095

158-041

136-45



REVISED
6-12-75 = 5
5-24-96 = 6 RM
6-18-96 = Conc RM
2-4-98 = 7 RM
- - - - -

NOTE: THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA DELINEATED HEREON.

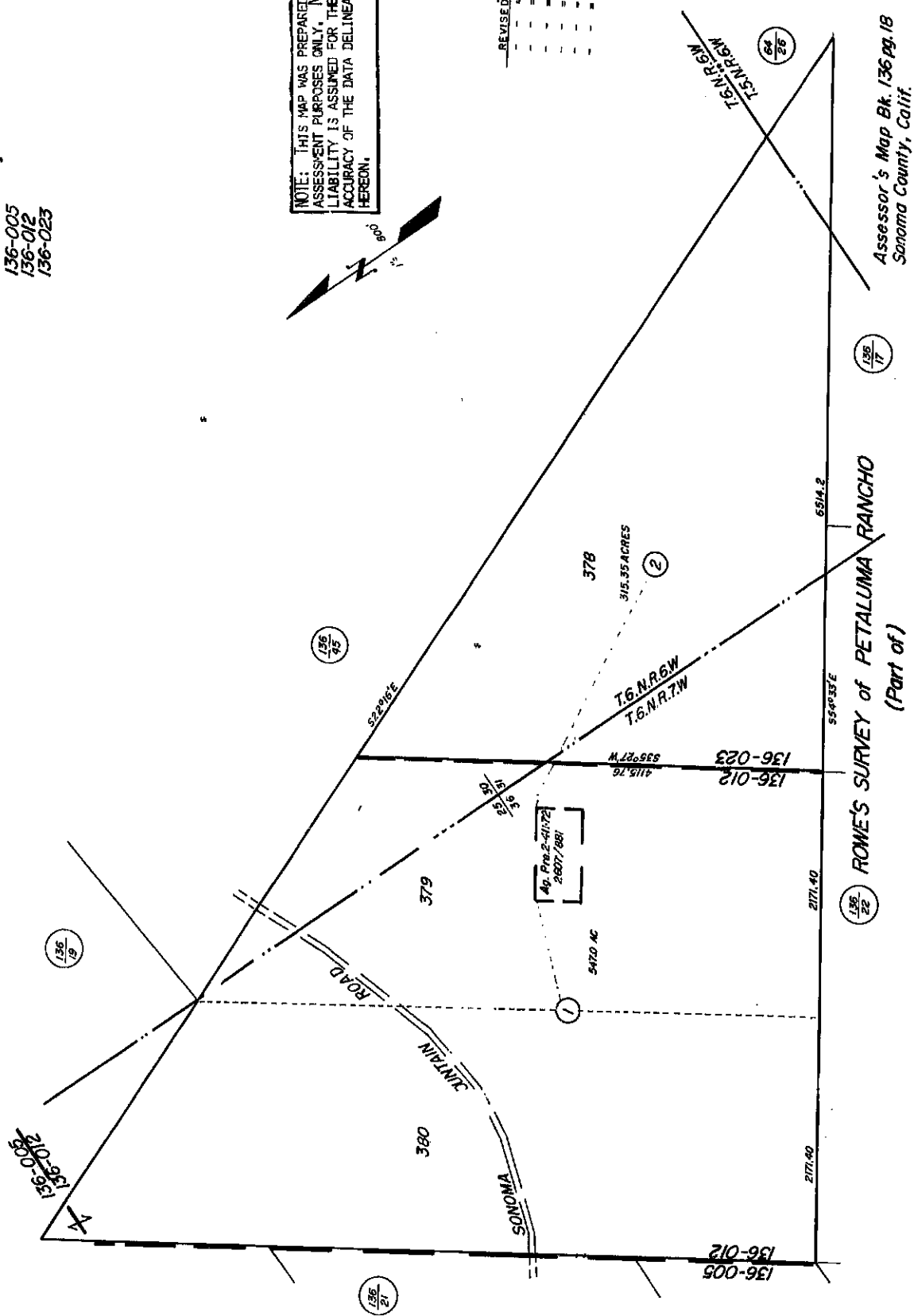
Assessor's Map Bk.136 Pg.45
County of Sonoma, Calif.

136-18

136-005
136-012
136-023

NOTE: THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA DELINEATED HEREON.

REVISED	2	11	11	11	11
1	1	1	1	1	1
1	1	1	1	1	1



*Assessor's Map Bk. 136 pg. 18
Sonoma County, Calif.*

ROWE'S SURVEY of PETALUMA RANCHO
(Part of)



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 24

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

To: Sonoma County Board of Supervisors

Board Agenda Date: September 12, 2017

Vote Requirement: Majority

Department or Agency Name(s): Regional Parks

Staff Name and Phone Number:

Melanie Parker

Supervisory District(s):

Fourth

Title: Tom Schopflin Fields Improvements

Recommended Actions:

- A) Authorize Regional Parks to execute a five-year agreement with Mark West Youth Club Little League for operation and maintenance of the baseball field at Tom Schopflin Fields.
- B) Authorize the Director of Regional Parks to agree to the updated conceptual park plan and fund raising efforts by Sonoma Soccer Complex to develop the remaining undeveloped field at Tom Schopflin Fields.

Executive Summary:

Tom Schopflin Fields Regional Park in the Larkfield area of Santa Rosa is a 21 acre facility that hosts a multi-use baseball/soccer field, two all-weather soccer fields, a concession building, bathrooms, a parking lot, and a 4.5 acre undeveloped plot of land. Tom Schopflin Fields Regional Park was opened to the public in 2002 and contained one multi-use baseball/soccer field and a parking lot. Two all-weather soccer fields (Trione Fields) were funded by a \$1,000,000 gift from Henry Trione and were completed in 2007. Trione Fields were located in the space where one multi-use soccer/baseball field had been planned. Construction of the all-weather soccer fields was led by Sonoma Soccer Complex, a non-profit organization that was formed to build and maintain Trione Fields. Santa Rosa United, a non-profit youth sports association uses the soccer fields and operates the concession building. Mark West Youth Club Little League has offered to operate and maintain the multi-use baseball/soccer field through a Revocable License Agreement with the County. The Larkfield area has an unmet need for more athletic fields and the parking facilities at Tom Schopflin Fields are inadequate for current park usage. In March 2017, Regional Parks' staff met with representatives of Sonoma Soccer Complex, Santa Rosa United, and Mark West Youth Club Little League to develop a plan to improve the park by developing the undeveloped plot of land into an all-weather soccer field and additional parking. Sonoma Soccer Complex has offered to lead the fundraising effort for the proposed improvements to Tom Schopflin Fields.

Discussion:

The master plans for Tom Schopflin Fields Regional Park envisioned a three-phased sports complex, with three multi-use soccer/baseball fields, a concession stand, restroom, and a parking lot. Phase 1 included a multi-use soccer/baseball field and adjacent parking lot. Phase 2, included another multi-use soccer/baseball field and a parking lot. Phase 3, included one more combined use baseball/soccer fields. Upon completion of phase 1, the park opened in 2002 with one multiuse baseball/soccer field at the southeast corner of the park and a parking lot. In 2006 the decision was made to develop the area designated for phase 3 into two all-weather soccer fields based on the determination that there was higher demand for soccer and the availability of funding thanks to a \$1,000,000 gift from Henry Trione. The area designated for phase 2 remains an undeveloped field that is used for overflow parking during athletic events. Phase 2 development has been held up due to a lack of funding.

In spring 2017, stakeholders including Sonoma Soccer Complex, Santa Rosa United, Mark West Youth Club Little League, and Sonoma County Regional Parks met to address the funding issue for the development of Phase 2. Sonoma Soccer Complex is currently fundraising to replace the all-weather soccer fields (Trione Fields) and they believe that they can get a discount on a third field if they purchase it at the same time. All the stakeholders agreed with the Sonoma Soccer Complex idea of building a third all-weather soccer field in the undeveloped field and Sonoma Soccer Complex hired the landscape architecture firm, Quadriga, to draft new plans for the undeveloped land that meet current needs and conform to the adopted Master Plan for Tom Schopflin Fields. Regional Parks seeks Board authorization to sign an Agreement for Approval between Sonoma County Regional Parks, Sonoma Soccer Complex, Santa Rosa United Soccer Club, and Mark West Youth Club Little League, which describes the agreed upon plan for the final build out of Tom Schopflin Fields Regional Park and incorporates the Quadriga plan for phase 2 development. Once the fundraising is adequate to renovate the existing field and construct the new soccer field, Regional Parks will develop a ground lease for consideration by the Board that will detail any financial obligations for Regional Parks to support the project.

Both Santa Rosa United and Mark West Youth Club Little League have been using the multi-use baseball/soccer field at the southeast corner of the park as a practice field. As part of the discussions about developing the undeveloped plot of land for phase 2, Mark West Youth Club Little League offered to operate and maintain the multiuse baseball/soccer field solely as a baseball field and Santa Rosa United agreed. Mark West Youth Club Little League currently operates and maintains the baseball fields at Maddux Ranch Regional Park and has made significant ongoing investments into field infrastructure that benefits the youth players. They have done an excellent job at Maddux Ranch and Regional Parks is supportive of expanding this partnership that will improve field maintenance and functionality while decreasing Regional Park's obligations to maintain the existing baseball field at Tom Schopflin Fields. Regional Parks seeks Board authorization to enter into a Revocable License Agreement for use of County property with Mark West Youth Club Little League for operation and maintenance of the phase 1 athletic field at the southeast corner of Tom Schopflin Fields Regional Park.

Prior Board Actions:

12/11/07 Board item authorizing construction of phase 1 improvements including a restroom, concession building, bike path, bridge, landscaping and irrigation.

12/4/07 Board item authorizing appropriations of Park Mitigation Funds to phase 3 improvements.

4/17/07 Resolution authorizing appropriations of funds for phase 3 improvements.

2/22/07 Board item approving plans and specifications for phases 3 improvements.

11/7/06 Board approval of contract for preparation of improvement plans.

10/17/06 Board recognition of \$1M donation from the Trione Family Foundation.

1/10/06 Board authorization to sign a lease with Sonoma Soccer Complex for construction of two all-weather soccer fields.

6/28/05 Board resolution authorizing Regional Parks to negotiate an agreement with Santa Rosa United Soccer Club for the construction, operation and maintenance of two all-weather soccer fields.

6/11/02 Board authorization of phase 1 construction

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

The Revocable License Agreement with Mark West Youth Club Little League and the effort by Sonoma Soccer Complex to develop the undeveloped field bring additional resources and community support to build and maintain Tom Schopflin Fields.

Fiscal Summary

Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			

Funding Sources

General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			

Narrative Explanation of Fiscal Impacts:

The agreement with Mark West Youth Club Little League will slightly reduce Regional Parks maintenance responsibilities, but there is not a significant fiscal impact of 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):			
Attachments:			
Agreement for Approval.pdf, RLA MWYCLL at Schopflin.pdf			
Related Items “On File” with the Clerk of the Board:			

**REVOCABLE LICENSE AGREEMENT FOR USE OF
COUNTY FACILITIES
Mark West Youth Club Little League, Inc.**

This Agreement ("Agreement"), made and entered into on _____, 2017, is by and between the County of Sonoma, a political subdivision of the State of California, ("County"), and **Mark West Youth Club Little League, Inc.**, a community youth athletic organization, ("Licensee"). All capitalized terms used herein shall, unless otherwise defined, have the meaning ascribed to those terms in the Agreement (as defined below). 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, the County of Sonoma owns Tom Schopflin Fields, located at 4351 Old Redwood Highway, Santa Rosa ("Property"); and

WHEREAS, Licensee has successfully operated and maintained the two Little League ballfields and adjacent bleacher area and parking lot at the Maddux Ranch Regional Park for the County under multiple License Agreements since 1991; and

WHEREAS, Licensee desires to operate and maintain the baseball field and bleacher area at Tom Schopflin Fields; and

WHEREAS, County and Licensee agree that this would be beneficial to the community, County and Licensee;

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 gives its permission, subject to all the terms and conditions of this Agreement, to Licensee use that portion of real property described in **Section 2**, below.

2. **Premises**. Licensee is hereby permitted to use a portion of the County real property as depicted in **Exhibit A** and as described as follows: Assessor's Parcel # 058-050-051, to include the baseball field and adjacent bleacher area (herein after, the "Premises").

3. **Non-Exclusive License**. The license herein granted is non-exclusive. Licensee's use of the access roads is also non-exclusive. County continues to control the Premises including, without limitation, leasing, sub-leasing and granting of additional licenses.

4. **Term**. The term of this Agreement shall be for a period of five (5) years, commencing on October 1, 2017, and expiring at midnight on September 30, 2022 unless earlier terminated in accordance with Section 21 below. The Director of Regional Parks shall have the authority to extend the agreement for an additional five (5) year term upon expiration of the current agreement.

5. **Fees**. Licensee agrees to pay to the County the sum of One Dollar (\$1.00) per year as a fee for the use of the Premises. All sums payable under this Agreement must be paid in lawful money of the United States of America. Licensee specifically represents that it does not intend to profit from the use of the Premises and agrees that all income derived from its use shall

be used exclusively to sponsor or promote Little League on the Premises or for improvements to the Premises.

5.1 Licensee shall not charge fees for similar activities in excess of those currently in effect and charged by the County.

5.2. Licensee shall maintain regular books of account that it shall make available to the County for inspection or audit. County shall give Licensee thirty (30) days written notice in advance of inspection or audit.

6. Use. Licensee's use of the Facility under this license shall be limited to use as a recreation facility, and scheduling of events for playing fields. Scheduling of events for playing fields shall be at the discretion of Licensee, provided that all community athletic organizations and members of the public shall be afforded an opportunity to use the Premises, subject to scheduling by Licensee and to the other requirements of this Agreement. Licensee shall not have the privilege of using the Premises for any other purpose without the prior written consent of County.

7. Designation of Representatives. Licensee shall designate in writing the primary and secondary representatives who shall have the authority to work with the County during the course of this agreement. No other person(s) will have any authority to represent Licensee regarding the terms and conditions of this Agreement.

8. Maintenance Obligations. The parties shall have maintenance obligations with respect to the Premises as set forth below. All maintenance obligations of Licensee are to be considered as additional consideration for Licensee's use of the Premises under this agreement.

8.1 During the term of this Agreement, Licensee shall comply with all 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.

8.2 Licensee shall be responsible for the following maintenance to the Premises from March 1 through July 31 each year for the duration of this Agreement, including:

- a. Providing all infield care and area maintenance during the Little League season. Infield care includes but is not limited to mowing, fertilizing, aerating, adding top dressing, reseeding and dragging. Licensee shall also purchase the infield mix and apply as needed.
- b. Providing additional garbage cans around the sidewalks, dugouts and bleacher areas. These garbage cans are to be kept lined and garbage removed daily following the close of a game or practice.
- c. Removing all litter on a daily basis following games or practices which accumulates on the fields, dugouts, spectator areas and parking lot.
- d. Repairing and/or replacing damaged or worn equipment or facilities such as backstops, signage, and fencing.

8.3 County shall maintain the outfields including but not limited to mowing, fertilizing, weed control and aerating as needed. County shall control the irrigation and make irrigation system repairs.

8.4 Fields shall be inspected quarterly by Sonoma County Regional Parks and weekly by a designated representative of Licensee. Licensee shall be responsible for reporting all identified defects immediately to County.

8.5 Licensee shall make no physical modifications or improvements to the premises unless and until the County has given its consent in writing thereto. Any such improvements placed on the Premises shall become the property of County.

9. Miscellaneous Requirements. Licensee shall comply, and shall require all of the users of the Premises to comply, with the following requirements:

9.1 All participants in Little League games and practices must wear approved safety equipment while on the fields.

9.2 No alcohol shall be allowed on the fields at any time.

9.3 Amplified sound equipment is allowed on the Premises on Game Days, but must be kept at a level that does not interfere with other park users or disturb nearby residents as determined by park staff.

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. An unsecured property tax may be levied on Licensee for use of the Premises as Lien Date Owner.

12. Compliance with Laws. Licensee represents 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. Licensee shall permit County and any person authorized by County to enter the Premises and for any purpose. Without limiting the foregoing, County and Authorized Persons may enter on the Premises and, upon prior notice to Licensee, perform surveys, soils, geological and engineering studies and other investigations of and activities on the Premises and bring and keep equipment thereon for such purposes.

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 landowner or tenant of the Premises. Acquisition of any other necessary permits or entitlements for use is the responsibility of Licensee. NOTHING CONTAINED IN THIS AGREEMENT SHALL BE CONSTRUED AS A

RELINQUISHMENT OF ANY RIGHTS NOW HELD BY COUNTY.

16. 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.

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

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

19. 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.

20. Statutory Compliance/Living Wage Ordinance. Licensee agrees to comply, and to ensure compliance by its sublicensees, or subcontractors, with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, 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. Without limiting the generality of the foregoing, Licensee expressly acknowledges and agrees that this 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 this Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

21. Termination.

21.1 Termination By Either Party. Either party may terminate this Agreement for any reason whatsoever upon sixty (60) days' prior written notice to the non-terminating party.

21.2 Termination By County For Cause. Notwithstanding any other provision of this Agreement, should Licensee 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 Licensee written notice of such termination, stating the reason for termination.

a. Upon notice of termination, Licensee shall immediately remove all of its other personal property from the Premises.

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

22. 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.

22.1 Licensee shall not assign this Agreement or sublet any portion of the Premises without the prior written consent of the County;

23. 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.

24. 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.

25. 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.

26. Notice. All notices and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices and payments shall be addressed as follows:

If to County:	County of Sonoma, Regional Parks Department 2300 County Center Drive, Suite 120A Santa Rosa, CA 95403 Jim Piercy, Assistant Park Manager Jim.Piercy@sonoma-county.org
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(707) 565-3955

If to Licensee: Mark West Youth Club Little League, Inc.
Attn: Kevin Wood
PO Box 6799
Santa Rosa, CA 95
(707) 318-9179
markwestpresident@gmail.com

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

27. No Continuing Waiver. The waiver by County of any breach 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.

28. Surrender. Upon the expiration or sooner termination of this Agreement, Licensee, at its sole cost and expense, shall remove, revise, or relocate such structures and equipment as are 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 therefore.

29. General Provisions.

29.1 Time of Essence. Time is and shall be of the essence of this Agreement and of each and every provision contained in this Agreement.

29.2 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.

29.3 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.

29.4 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.

29.5 Construction of Agreement; Severability. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, regulation, or law. The parties covenant and agree that in the event 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. 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 acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

29.6 Relationship. The parties intend by this Agreement to establish the relationship of licensor and licensee only, and do not intend to create a partnership, joint venture, joint enterprise, or any business relationship other than that of licensor and licensee.

29.7 Captions. The captions in this Agreement are for convenience only and are not a part of this Agreement. The captions do not in any way limit or amplify the provisions hereof, and shall have no effect upon the construction or interpretation of any part hereof.

29.8 Nondiscrimination. Licensee shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis. If nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

29.9. AIDS Discrimination. Licensee 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.

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:

MARK WEST YOUTH CLUB LITTLE
LEAGUE, INC.:

By: _____

Name: _____

Title: _____

Date: _____

COUNTY: COUNTY OF SONOMA

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

By: _____
Department Head/Designee

Date: _____

APPROVED AS TO FORM FOR
COUNTY:

By: _____
County Counsel

Date: _____

By: _____
Chair, Board of Supervisors

Date: _____

ATTEST:

Clerk of the Board of Supervisors

Exhibit A MWYCLL at Schopflin Fields



Exhibit _____

Licensee shall maintain and require its subcontractors and agents to maintain 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 Agreement 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 performance of this Agreement.

1. Workers Compensation and Employers Liability Insurance

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

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

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 Commercial 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. The County of Sonoma, its Officers, Agents and Employees shall be endorsed as additional insureds for liability arising out of Licensee's ongoing operations. (ISO endorsement CG 20 26 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 cover inter-insured suits between County and Licensee and include a "separation of insureds" or "severability" clause which treats each insured separately.

g. 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

(Required if (1) autos are used in the event or activity; or (2) the activity involves substantial loading and unloading of property.)

- a.** Minimum Limit: \$1,000,000 combined single limit per accident. The required limit may be satisfied by a combination of Automobile Liability Insurance and either Commercial Excess or Commercial Umbrella Liability Insurance.
- b.** Insurance shall cover all owned autos. *(Required if Licensee owns vehicles.)*
- c.** Insurance shall apply to all hired and non-owned autos.
- d.** Required Evidence of Insurance: Certificate of Insurance.

4. Liquor Liability Insurance

(For events with alcohol.)

- a.** Minimum Limits: \$1,000,000 for each Common Cause or Occurrence; \$1,000,000 Aggregate.
- b.** Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County. Licensee is responsible for any deductible or self-insured retention.
- c.** Required Evidence of Insurance: Certificate of Insurance.

5. Standards for Insurance Companies

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

6. Documentation

- a.** The Certificate of Insurance must include the following reference: Baseball field at Tom Schopflin Fields.
- b.** All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. 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, 2300 County Center Drive, Suite 120A, 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 are terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f.** Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

7. Policy Obligations

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

8. Material Breach

If Licensee 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 Licensee resulting from said breach.

Updated Tom Schopflin Fields Conceptual Plan Agreement Between Stakeholders

In the interest of verifying that all parties are in agreement about the current plan (below) and are willing to move forward as stated in our meeting of March 27, 2017, we propose that all involved entities sign off on this plan. This is to ensure that future boards or managements are held to the agreement as approved by their predecessors who were acting as agents of their respective entities at the time of agreement.



TOM SCHOPFLIN FIELDS MASTER PLAN
SANTA ROSA, CA

03.24.2017



Bert Whitaker Date
Director
Sonoma County Regional Parks

John Quinn Date
President, Sonoma Soccer Complex
President, Santa Rosa Youth Soccer League

Peter Colbert Date
President,
Santa Rosa United Soccer Club

Kevin Wood Date
President,
Mark West Little League



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 25

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

To: Board of Supervisors

Board Agenda Date: September 12, 2017

Vote Requirement: Majority

Department or Agency Name(s): Regional Parks

Staff Name and Phone Number:

Karen Davis-Brown, 565-1359

Supervisory District(s):

First

Title: Sonoma Valley Regional Park Expansion Master Plan and Mitigated Negative Declaration

Recommended Actions:

Adopt a Resolution of the Board of Supervisors of the County of Sonoma approving the Master Plan for the Sonoma Valley Regional Park Expansion and adopting the Mitigated Negative Declaration for the project.

Executive Summary:

Regional Parks has developed a Master Plan expanding Sonoma Valley Regional Park. The Master Plan is comprised of (1) the 41 acre Sonoma Developmental Center property abutting the southeast boundary of the Sonoma Valley Regional Park and (2) the 29-acre Curreri property on the Sonoma Valley Regional park's northwest boundary (collectively the Expansion Properties). The Master Plan intends to guide and direct the permanent conservation, resource management, recreational amenities, and operations of the Sonoma Valley Regional Park expansion. The purpose of the Master Plan is to guide development and natural resource management activities on the Expansion properties and provide for increased public access in balance with the protection of critical natural resources. The Master Plan also provides a clear understanding of the potential environmental impacts associated with these activities on the Expansion Properties.

In accordance with the California Environmental Quality Act (CEQA), an Initial Study and Mitigated Negative Declaration was prepared for the Sonoma Valley Regional Park Expansion Master Plan. Regional Parks prepared an Initial Study/Mitigated Negative Declaration and submitted it to the State Clearinghouse to conduct the required 30-day public review period pursuant to CEQA. On May 16, 2017 the project was presented at the Sonoma County Environmental Review Committee which determined that an Initial Study/Mitigated Negative Declaration was the appropriate document to be prepared for the project pursuant to CEQA.

During the May 12 through June 12, 2017 public comment review period, a total of seven written comments were received. The written comments and responses are included in the final document on file with the Clerk. Minor modifications were made to the Initial Study/Mitigated Negative Declaration in

response to comments; however, the modifications do not change the overall conclusions of the impact analysis. None of the information provided in the comments or the responses affects the conclusions of the proposed Initial Study/Mitigated Negative Declaration. The proposed Master Plan will not result in any significant unavoidable impacts.

Discussion:

Regional Parks first began looking at the possibility of acquiring a portion of the Sonoma Developmental Center (Being Assessor Parcel Number 054-150-012) to expand the Sonoma Valley Regional Park ("Park") in 1991. Through a negotiated agreement with the Sonoma County Agricultural Preservation and Open Space District (District), the State of California transferred title of the Sonoma Developmental Center parcel to Regional Parks in June 2007, to be incorporated into the Park. The District also obtained a Conservation Easement on the property at the same time.

The Curreri parcel (being Assessor Parcel Number 054-270-035) was purchased from the Curreri Family. The Sonoma Land Trust led the acquisition with funding partners including the Gordon and Betty Moore Foundation, the District, and the Sonoma County Regional Parks Foundation. The Curreri family transferred the Curreri Parcel to Regional Parks on October 30, 2014 and the District obtained a Conservation Easement on the Curreri Parcel at the same time.

The Expansion Properties are incorporated into the Sonoma Valley Regional Park. A Master Plan and Initial Study/Mitigated Negative Declaration was developed to provide additional public access development for recreational and educational uses of the Expansion Properties at Sonoma Valley Regional Park. The Expansion Properties are located within the Sonoma Valley Wildlife Corridor. The Sonoma Valley Wildlife Corridor is a band of habitat that is large and intact enough to provide animals with an important bridge between larger blocks of habitat. The Sonoma Valley Wildlife Corridor is one of California's most biologically diverse critical linkages for wildlife. It encompasses over 10,000 acres of land stretching from Sonoma Mountain east across Sonoma Valley to the crest of the Mayacamas Mountains. The Master Plan's public access opportunities required a necessary balance with the protection of the Park's natural resources, especially the wildlife corridor as a narrow landmass that provides essential habitat for wildlife movement from the Sonoma Mountains to the Mayacamas.

The Sonoma Developmental Center Expansion was originally intended for a trail loop through the Park. However, upon discovery of the Wildlife Corridor the Sonoma Land Trust took interest in acquiring and preserving the park through the Curreri Expansion as wildlife habitat and as a means to fortify the narrow wildlife corridor. Restrained development of the Expansion properties' recreational trails was necessary to protect this critical natural resource.

Master Plan

On October 28, 2015 Regional Parks hosted the first of two community meetings for the Sonoma Valley Regional Park Expansion Master Plan project. The meetings shared project information and solicited plan ideas and feedback from interested community members and park neighbors. Their energized involvement in the process was essential to developing the Master Plan.

Regional Parks also held several meetings throughout the process with the Sonoma Land Trust and the District to address concerns of how best to protect natural resources in a balance with public access and

recreational development. In April 2016 Regional Parks contracted with Prunuske Chatham, Inc. to help develop the Master Plan and guide Regional Parks through the CEQA process.

The Sonoma Valley Regional Park Expansion Master Plan project documents trails and park amenities to be developed on the 70-acre park expansion. It also contains a number of objectives and actions to achieve the goals for the expansion properties to create easily accessible, low-impact recreational opportunities that balance public use with natural resource protection.

The Master Plan project goals are to:

1. Protect the scenic and open space values of the Expansion properties.
2. Protect, restore, and enhance the Park Expansion properties' natural resources and habitats.
3. Encourage public education about the Park Expansion properties' unique natural resources.
4. Design and develop visitor-serving facilities that are sensitive to the Park's natural environment.
5. Create a Park that will be accessible and enjoyed by county residents and visitors.
6. Expand trail access from existing Park trails and trailhead.
7. Provide the public with a range of passive recreation opportunities.
8. Balance Park recreational use with resource protection.

Expansion property trails will augment the Park's limited miles of trails and will enhance existing visitors' experience by offering more and greater variety of trail routes. Access and parking facilities will remain essentially the same, and the Expansion properties will comply with the existing Park's hours of operation (i.e., open year-round for day-use only between sunrise and sunset). Approximately three miles of new trails, structural trail treatments, and drainage improvements are proposed on the Expansion properties see details in Table 1 below.

A total of approximately three miles of trail is proposed in the Park with associated amenities such as directional and interpretive signage, benches and tables. Most proposed trails will be multi-use, designed for concurrent use by hikers, mountain bikers, and equestrians. The trail system will be voluntarily designed to meet the proposed Americans with Disabilities Act (ADA) Section 16 Accessibility Guidelines for Outdoor Developed Areas; that are now, only required in national parks and outdoor areas developed by the federal government. New expansion trails will connect to Sonoma Valley Regional Park's existing trails, trailheads and infrastructure.

The three miles of trails for development within the Master Plan finds the balance of providing public recreation with the protection of the natural resources. The loop trail on the Sonoma Developmental Center expansion minimized its distance to provide more than a large buffer from Butler Creek, a known location of wildlife passage under Highway 12. The existing trail around the backside of Damsfly Pond will be decommissioned and restoration planting will be implemented to provide a buffer to wildlife accessing the pond. The Initial Study/Mitigated Negative Declaration further establishes setbacks from all natural resources and provides standards for development of recreational trails and amenities.

A funding agreement with the District has provided \$77,613 for the planning, and operations and maintenance of the Curreri property through October 24, 2017.

Funding (\$50,000) provides for planning costs including:

- Master Plan and CEQA development – resource studies, plan development, public outreach, and filing and permit fees, etc.
- Road and Trails Improvements – trail log development and road and trail improvement design, and construction

- Signage – sign plan development, sign fabrication and materials, and sign installation

The funding (\$27,613) provides for operational and maintenance costs including:

- Patrolling – vehicular and foot patrols, gate opening/closing, park rule enforcement, volunteer programs support
- Light maintenance – signage installation, minor maintenance projects, vegetation management, vandalism repairs, graffiti removal
- Public Safety – law enforcement and emergency response, search and rescue/missing persons, citations, report writing etc.
- Sanitation – restroom cleaning/restocking, litter and garbage collection/disposal, encampment clean up
- Public Outreach – organized activity with public or volunteers: interpretive hikes, volunteer projects, Junior Park Ranger programs.
- Infrastructure install and repair/replace – bridges, puncheons, park road and backcountry areas, irrigation systems, storm water systems, planting, mowing, pruning, etc.

Park Mitigation fees used to fund the Master Plan and trail construction plan include 2016 - \$93,850, 2017 - \$25,000, and 2018- \$25,000. Service levels at Sonoma Valley Regional Park are adequate to fully fund the operations and maintenance of the fully implemented Sonoma Valley Regional Park Expansion Master Plan.

Regional Parks has coordinated with the Sonoma Regional Parks Foundation and the Sonoma County Trails Council to seek a grant for funding construction of the loop trail on the Sonoma Developmental Center expansion. The project's estimated cost is approximately \$37,000.

Regional Parks has requested help and coordination from Sonoma Land Trust to seek funding support for interpretive signage on the expansion property and for habitat restoration at the Damselfly Pond. The estimated cost of this work is approximately \$8,000.

The Master Plan's Resource Management Plan provides operational and maintenance strategies, and monitoring plans and schedules to provide a framework for management of the Expansion properties. The Resource Management Plan was developed with best management practices and cost effectively instituted with existing parks operations and maintenance funding resources for the park.

Initial Study / Mitigated Negative Declaration

Regional Parks has reviewed the proposed Sonoma Valley Regional Park Expansion Master Plan to determine whether it could have a significant effect on the environment, which is described as a substantial, or potentially substantial, adverse change in any of the physical conditions within the area affected by the project, including land, air, water, minerals, flora, fauna, ambient noise, objects of prehistoric, historic, or aesthetic significance, and the built environment as it affects human safety and quality of life.

The Initial Study/Mitigated Negative Declaration determined that the Master Plan project comprised of trails, amenities, and signage will have positive effects on natural resources and any negative impacts will be mitigated to a less-than-significant level. Biology and transportation were key issues addressed.

Biological resources are protected by providing trail setbacks from creek corridors and sensitive species; the Moon View Trail is pedestrian only to protect wildflower fields; the Cougar Trail near Damselfly Pond will remain on its current alignment to protect wildflower fields; the trail loop around Damselfly Pond will be decommissioned to minimize human disturbance at the pond; and both the Sonoma Valley Trail

and the Zoe Trail provide more than an 800 foot setback from Butler Creek and the culvert under Highway 12 that provides safe passage for wildlife.

The CEQA findings for transportation is that additional vehicle traffic is less than 1% of the road total volume and results in no significant change to road congestion levels. Additional trips are estimated to be predominantly re-routes from other recreational areas, therefore a left turn lane is not needed on Highway 12 for the park entrance. In addition, sight lines on Arnold Drive must be maintained.

Additional CEQA findings:

Cultural Resources – the Zoe Trail will be monitored for impacts to historic resources and if necessary additional protection measures for the resources will be implemented, e.g. fencing.

Hazards and Hazardous Materials – management of invasive species will utilize non-chemical approaches first; chemicals will only be used for spot treatment of high priority areas if needed, and best management practices will be implemented to minimize runoff potential.

Geology and Soils – trail construction will be scheduled in the dry season and trails will be routed around areas with higher erosion potential.

Hydrology/Water Quality – trails will be monitored and natural resource protection strategies will be implemented as necessary; e.g. interpretive signage, restoration and natural barriers to protected areas, and volunteer trail patrols.

Noise – construction will take place during daytime hours and a buffer of native vegetation will be planted between the park and the residence along Cougar Trail.

A nuanced Master Plan that balances natural resource protection with public recreation and education has been developed with the full participation of the community, neighbors, and stakeholder agencies. It is recommended that the Board of Supervisors of the County of Sonoma adopt a Resolution approving the Master Plan for the Sonoma Valley Regional Park Expansion and adopting the Mitigated Negative Declaration for the project.

Prior Board Actions:

4-24-2007 SCAPOSD BOD's consent for District to purchase Sonoma Developmental Center property for \$600,000, Resolution to accept fee title to Sonoma Developmental Center property for public recreation purposes, subject to a Conservation Easement in favor of the District, authorizing the execution of grant agreement with the District, authorizing the Chair to execute a certificate of acceptance and directing the preparation of escrow instructions to extend the Regional Parks – Sonoma Valley Park by 41-acres.

8-22-2000 by Resolution No. 00-1005, the Board of Directors found the acquisition to be consistent with the 1989 Sonoma County General Plan.

10-21-2014 Board of Director's consent for District, with Sonoma Land Trust efforts to negotiate with current property owners, to acquire the Curreri property and simultaneously convey to the District a Conservation Easement and Recreation Covenant over the property. District to contribute \$526,500 of the 1,110,054 purchase price towards the fee acquisition. The Sonoma Land Trust secured a \$526,500 grant from the Gordon and Betty Moore Foundation and fundraised for the remainder of the purchase price to extend the Regional Parks' Sonoma Valley Regional Park by 28.97 acres.

10-21-2014 the Board of Supervisors approved a lot line adjustment, General Plan amendment and rezone on the Curreri property to create a 28.97-acre parcel.

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

Approval of the Master Plan will expand the popular Sonoma Valley Regional Park, providing additional recreational, health, and educational opportunities for county residents and visitors.

Fiscal Summary

Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			

Funding Sources

General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			

Narrative Explanation of Fiscal Impacts:

There is no fiscal impact as a direct result of today's item approving the Master Plan and adopting the Mitigated Negative Declaration. Individual projects included in the Master Plan will be budgeted as they are ready for implementation.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

None

Attachments:

1. Resolution
2. SVRPE Location and Regional Context Map
3. SVRPE Access and Trails Map
4. Notice of Determination

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

1. Sonoma Valley Regional Park Expansion Final MND-IS 20170816
2. Sonoma Valley Regional Park Expansion Final MND-IS Appendices 1-6



County of Sonoma

State of California

Date: September 12, 2017

Item Number: _____

Resolution Number: _____



4/5 Vote Required

**Resolution of the Board Of Supervisors Of The County Of Sonoma, State Of California,
Approving the Master Plan for the Sonoma Valley Regional Park Expansion. Adopting the
Mitigated Negative Declaration and Monitoring Program for the Moorland Neighborhood
Park Project.**

Whereas, the Sonoma County Regional Parks Department (“Regional Parks”) have worked collaboratively with a consultant team led by Prunuske Chatham, Inc. through a public participation process over the past two years to develop the Master Plan for the park expansion; and

Whereas, the Master Plan was completed under the direction of the Regional Parks Director, and responds to the desires of the community, neighbors and stakeholders providing; and

Whereas, the Master Plan balances the protection of natural resources with the provision of public access on the property; and

Whereas, the Sonoma County Regional Parks Department has had an Initial Study prepared by a consultant for the proposed Sonoma Valley Regional Park Expansion Master Plan; and

Whereas, on May 15, 2017 the Initial Study and Mitigated Negative Declaration was presented to the Sonoma County Environmental Review Committee (ERC) who made the determination that a Mitigated Negative Declaration was the appropriate document for the Project to be prepared pursuant to the California Environmental Quality Act (CEQA); and

Whereas, the Sonoma County Regional Parks Department submitted the Mitigated Negative Declaration to the State Clearinghouse; and conducted the required 30-day public review period pursuant to CEQA between May 12, 2017 through June 12, 2017; and

Whereas, the comments received during the CEQA public review, and in considering the

Resolution #

Date:

Page 2

comments, minor modifications were made to the document, however, the modifications do not change the overall conclusions of the impact analysis along with the Mitigated Negative Declaration and the proposed Master Plan will not result in any significant unavoidable impacts.

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

1. The Sonoma Valley Regional Park Expansion Master Plan, as brought on September 12, 2017, is approved.
2. The Mitigated Negative Declaration and Mitigation Monitoring Program for the park project are adopted. The Board certifies that the Mitigated Negative Declaration has been completed, reviewed, and considered, together with comments received during the public review process, in compliance with CEQA and State and local guidelines.
3. Regional Parks Director is directed to post a Notice of Determination for the project in accordance with CEQA and State and local guidelines.
4. The Clerk of the Board of Supervisors is designated as the custodian of the record of the proceedings upon which the Board's decision herein is based. These documents may be found at the office of the Clerk of the Board, 575 Administrative Drive, Room 100, Santa Rosa, CA 95403.

Be It Further Resolved that the Regional Parks Director move forward with development of park expansion trails as described in the Master Plan.

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

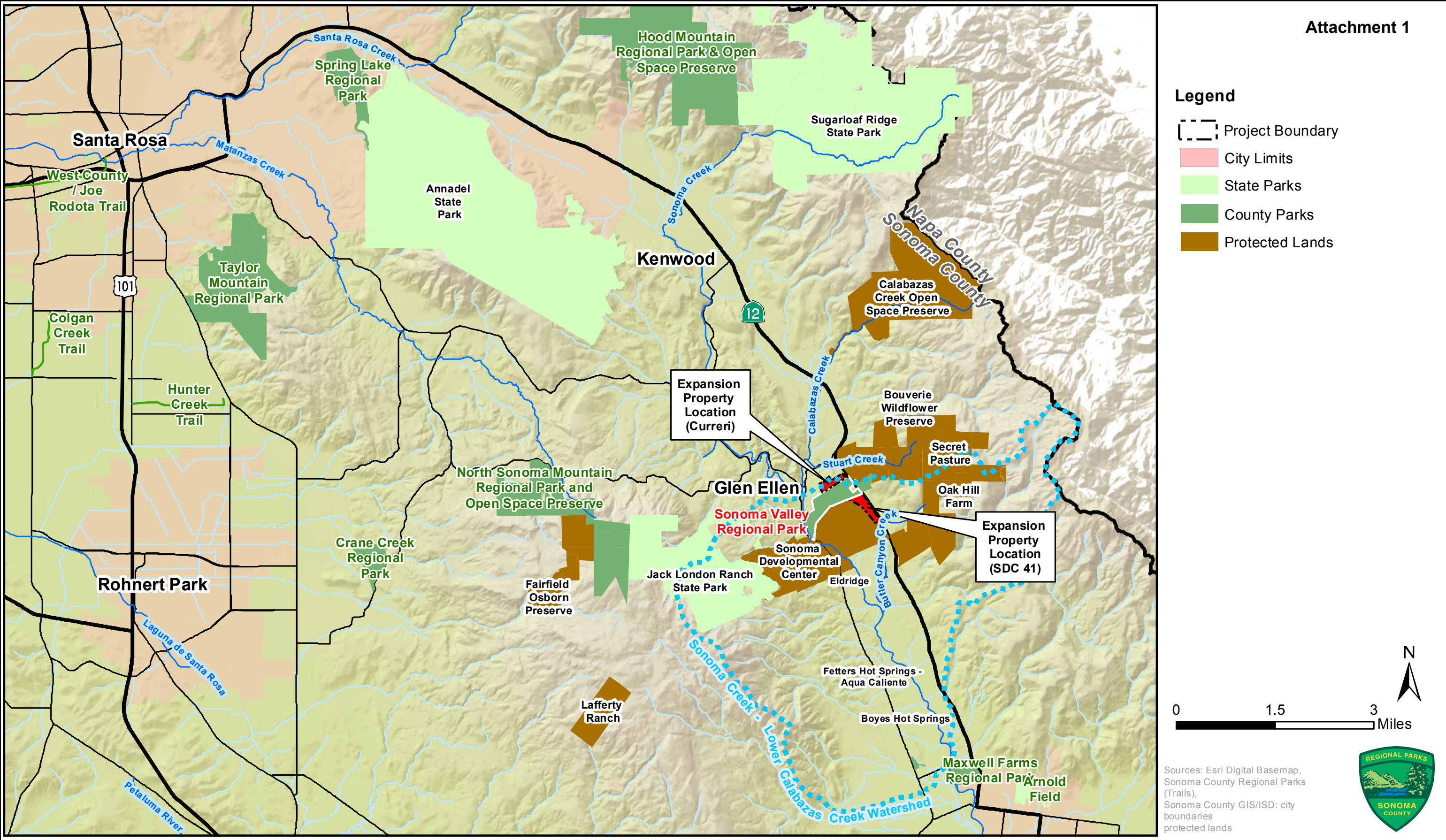
Ayes:

Noes:

Absent:

Abstain:

So Ordered.

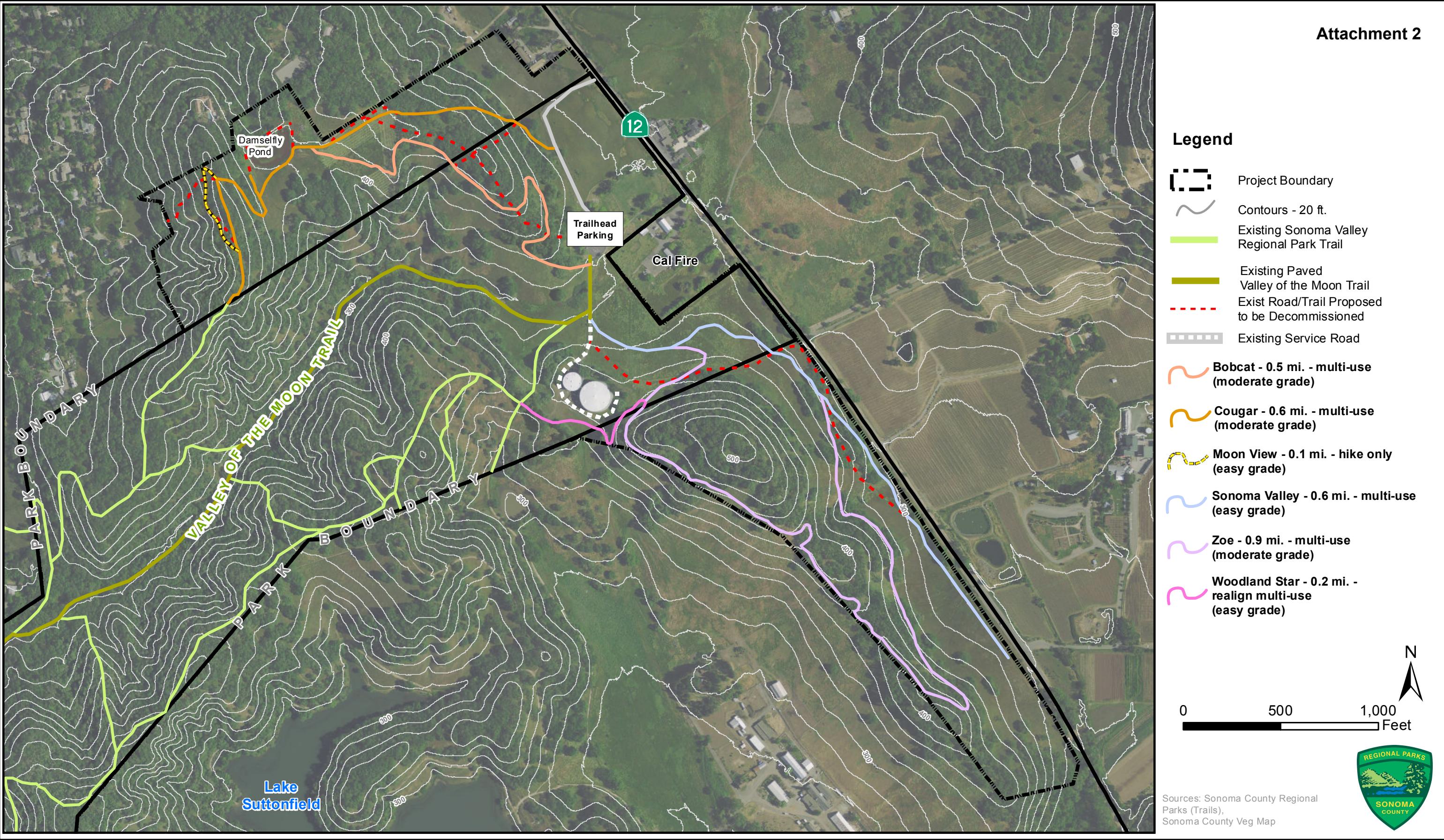


Sonoma Valley Regional Park Expansion Master Plan

Sonoma County, CA

Exhibit 1

Location and Regional Context



Sonoma Valley Regional Park Expansion Master Plan
Sonoma County, CA

Exhibit)
Access and Trails



NOTICE OF DETERMINATION

SONOMA VALLEY REGIONAL PARK EXPANSION MASTER PLAN

To: County Clerk, Sonoma County
2300 County Center Drive, B177
Santa Rosa, California 95403

From: Sonoma County Regional Parks
2300 County Center Drive, #120A
Santa Rosa, California 95403

State of California Office of
Planning and Research
PO Box 3044
Sacramento, California 95812-3044

Contact: Karen Davis-Brown
Park Planner II
707-565-2041

Subject: The Sonoma County Regional Parks Department, is filing this Notice of Determination in compliance with Public Resources Code Section 21152

State Clearinghouse Number: 2017052032

Project Title: Sonoma Valley Regional Park Expansion Master Plan

Lead Agency: Sonoma County Regional Parks

Project Location: Sonoma Valley Regional Park, 13630 Sonoma Highway, Glen.

Project Description: The project is adoption and implementation of a master plan which includes resource management, protects conservation values, low-impact recreational uses, addresses resource management, directs operations and maintenance, and engaged community involvement and stewardship on the Expansion properties at Sonoma Valley Regional Park.

Action: This is to advise that the County of Sonoma has approved the above described project on September 12, 2017 and has made the following determinations regarding the above described project.

1. The project will not have a significant effect on the environment.
2. A Mitigated Negative Declaration was prepared for the project pursuant to the provisions of the California Quality Act (CEQA).
3. Mitigation measures were made a condition of the project approval.
4. A Mitigation Monitoring Program was adopted for the project.
5. A Statement of Overriding Considerations was not adopted for the project.

This is to certify that the Mitigated Negative Declaration prepared for the Sonoma Valley Regional Park Expansion Master Plan, with comments and responses, and record of project approval is available to the general public at the Sonoma County Regional Parks Department main office, 2300 County Center Drive, Suite 120A, Santa Rosa, CA 95403.

Title:
Sonoma County Regional Parks

Date:



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: September 12, 2017

Vote Requirement: Majority

Department or Agency Name(s): Sheriff's Office

Staff Name and Phone Number:

Monique Chapman, 565-3916

Supervisory District(s):

All Supervisory Districts

Title: Reissuance of Voided Civil Warrants

Recommended Actions:

Approve the resolution authorizing the Auditor-Controller to re-issue checks totaling \$864.54, with voided dates of greater than two years, to their original recipients.

Executive Summary:

The Sheriff's Office is requesting the Board approve the resolution allowing the Auditor-Controller to re-issue warrants that were not cashed within a six month period and were subsequently voided over two years ago. Currently funds totaling \$864.54 are being held in a Sheriff's Office trust account. These funds have previously been unclaimed by their original recipients.

Discussion:

Background. The Sheriff's Office Civil Bureau conducts service of process and performs levies on real and personal property at the request of the public. If a money judgment has been ordered by the Court, a judgment creditor may seek a Writ as a means of collection. If a valid order, sufficient fees, and instructions are received, the Sheriff is statutorily obligated to execute process pursuant to §262.2 of the Code of Civil Procedure (CCP). A Writ of Execution is a type of Court document that directs the Sheriff to levy the property of a judgment debtor, for a purpose of satisfying a money judgment. Funds may be seized through various methods, but most commonly through a bank levy or earnings withholding order under a Writ of Execution.

Once seized, funds are deposited into a Sheriff's Office Civil trust account and warrants are subsequently issued to payees. When warrants are not cashed within a six month period, they become 'stale dated' and are voided. In prior years when a warrant became stale dated and was voided, fewer efforts were made to contact the payees, resulting in a large volume of unclaimed funds. The Sheriff's Office has since implemented internal processes to attempt to locate payees soon after the warrants are voided with the goal of re-issuing to the original owners more expeditiously. When payees cannot be located, individual amounts over fifteen dollars (\$15) may be escheated to the general fund pursuant to

Government Code §50050 and §50055 after a period of three years, and after funds have been published in a local newspaper.

Financial Process. Government Code §29802(a) states that a warrant becomes void if not presented to the County Treasurer for payment within six months after its issued date. Pursuant to Government Code §29802(c), after a period of two years from the date on which the original warrant became void, the Board of Supervisors, by resolution may instruct the Auditor-Controller to draw a new warrant. In summary, the County Auditor may only re-issue warrants if they were voided two years or earlier.

On February 21, 1991 the Board approved a Resolution authorizing the Auditor-Controller to replace voided warrants when the payee presents the original warrant to the County or, when the payee presents an affidavit stating the warrant had been lost or destroyed within two years from the date on which the original warrant became void. The warrants for which we are requesting re-issuance are not covered by this Resolution since they were voided over two years ago.

Requested Action. The Sheriff's Office is requesting re-issuance of nine (9) warrants totaling \$864.54 for which we have now identified payees. The warrants represent a combination of payments issued to judgment creditors, refunds for overpayments, and Court fees. Since the Sheriff's Office has neither the original warrant nor were we able to obtain an affidavit from the payees within two years of the date the warrants became void, we are requesting the Board approve a resolution for the Auditor-Controller to re-issue warrants totaling \$864.54.

Prior Board Actions:

N/A

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

Board approval of a resolution authorizing the Auditor-Controller to re-issue previously voided warrants will enable the Sheriff to return funds to the intended payee.

Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
Since unclaimed funds are currently being held in a trust account, we anticipate no fiscal impacts associated with this requested action.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Related Items “On File” with the Clerk of the Board:			



County of Sonoma

State of California

Date: September 12, 2017

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 Auditor-Controller to Reissue Warrants With Voided Dates of Greater Than Two Years

Whereas, unclaimed funds in the amount of \$864.54 are on deposit in a Sheriff trust account representing funds voided over two years ago issued for Civil processes; and

Whereas, the Sheriff's Office has identified the payees of the previously unclaimed funds and would like to reissue to their intended owner; and

Whereas, California Government Code Section 29802(a) provides that any warrant issued is void if not presented to the County Treasurer for payment within six months after the date of issue, and

Whereas, California Government Code Section 29802(c) provides that the governing body may, by resolution, authorize the Auditor to draw new warrants replacing lost or destroyed warrants when the payee or assignee presents the warrant (or affidavit) any time after a period of two years from the date on which the original warrant became void; and

Now, Therefore, Be It Resolved, that pursuant to the provisions of Government Code Sections 29802(a) and 29802(c) the Auditor-Controller may reissue previously unclaimed funds voided over two years ago, to their intended payee.

Supervisors:

Gorin: Rabbitt: Gore: Hopkins: Zane:

Ayes: Noes: Absent: Abstain:

So Ordered.



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 27

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

To: Board of Supervisors of Sonoma County

Board Agenda Date: September 12, 2017

Vote Requirement: Majority

Department or Agency Name(s): Sheriff's Office

Staff Name and Phone Number:

Lynnae Mann – 565-2872

Supervisory District(s):

2nd District

Title: Agreement for Supplemental Law Enforcement Services with Sonoma Raceway

Recommended Actions:

Authorize the Sheriff to execute the Supplemental Law Enforcement Services Agreement with Sonoma Raceway for its Indy Racing League event from September 15, 2017 through September 17, 2017 for revenue in the amount of \$56,395 to ensure the safety of Sonoma County citizens during a major outdoor event.

Executive Summary:

The Sheriff's Office requests that the Board authorize the Sheriff to execute the Supplemental Law Enforcement Services Agreement with Sonoma Raceway to provide security services at the Indy Racing League event and receive reimbursement for direct and indirect costs estimated at \$56,395. This is the Sheriff's Office twenty sixth consecutive year providing these services.

Discussion:Background.

Government Code Section 53069.8 allows the Board of Supervisors to contract on behalf of the Sheriff to provide supplemental law enforcement services to private entities. Resolution 93-1720 authorizes the Sheriff to execute any contract for supplemental law enforcement services on behalf of the County that does not exceed \$25,000. Any contract over the \$25,000 threshold continues to require the Board's authorization. Additionally, the Board annually adopts an ordinance establishing fees for security services.

The Sonoma County Sheriff's Office has been providing special security services to Sonoma Raceway (formerly Infineon Raceway) for the past twenty-five years. The services provided under this agreement are above and beyond the normal level of law enforcement services provided to the community by the Sheriff's Office. The County is reimbursed by Sonoma Raceway for both the direct and indirect costs of providing these special security services.

Request

The scope of services to be provided includes sergeant, deputy, dispatcher, and community service officer staff time, and patrol cars staggered over the three days from September 15, 2017 through September 17, 2017. The cost of these services is estimated at \$56,395. The agreement is substantially the same as the Board approved agreements from prior years in terms of staffing and cost. The services to be provided will in no way interfere with regular law enforcement services provided by the Sheriff's Office. The operational costs and corresponding revenue reimbursement are included in the Sheriff's Office FY 17-18 adopted budget.

Prior Board Actions:

Board has approved annual security service agreements since 1991.

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

The Agreement for Supplemental Security Services with Sonoma Raceway will allow for supplemental law enforcement services to be provided for a large racing event. These services will help to ensure the safety of the event attendees and the surrounding community.

Fiscal Summary

Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses	56,395		
Additional Appropriation Requested			
Total Expenditures			

Funding Sources

General Fund/WA GF			
State/Federal			
Fees/Other	56,395		
Use of Fund Balance			
Contingencies			
Total Sources	56,395		

Narrative Explanation of Fiscal Impacts:

The Agreement calls for the reimbursement of both direct and indirect costs associated with providing special security services. The final amount will be determined at the conclusion of the event.

Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Agreement for Supplemental Law Enforcement Services with Sonoma Raceway for the Indy Racing League event from September 15, 2017 through September 17, 2017.			
Related Items “On File” with the Clerk of the Board:			

Agreement for Supplemental Law Enforcement Services

This Agreement for Supplemental Law Enforcement Services is entered into by and between the County of Sonoma, a political subdivision of the State of California (hereinafter called "County"), and Sonoma Raceway, a corporation authorized to operate in the State of California (hereinafter called "Service Recipient").

WHEREAS, Government Code section 53069.8 authorizes County, through the Sonoma County Sheriff's Office, to provide supplemental law enforcement services to private individuals or entities to preserve the peace at special events or occurrences that happen on an occasional basis; and

WHEREAS, Service Recipient has requested supplemental law enforcement services to be provided at the Indy Racing League (IRL) races from Friday, September 15, 2017 through Sunday, September 17, 2017, as described herein, and such services are considered to be beyond the normal and regular law enforcement services that County would otherwise have provided to Service Recipient but for this Agreement.

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

1. SUPPLEMENTAL LAW ENFORCEMENT SERVICES

County agrees to provide law enforcement services in the manner set forth herein. Such services shall be rendered by regularly-appointed peace officers who are employed by the County Sheriff's Office and shall encompass duties and functions of the type falling under the jurisdiction of and customarily rendered by the Sheriff under State statutes and local ordinances. Services may include traffic control, parking enforcement, and general law enforcement at the event location to the extent specified in this Agreement or as determined necessary by Sheriff's Office employees performing services.

Exhibit A, which is incorporated into this Agreement by this reference, sets forth the specific level of services to be provided, as well as the date(s) and time(s) that services are scheduled. The specified hours of services include travel time to and from the event location.

Supplemental security services can only be provided based on the availability of qualified personnel. In addition, the requirements of the Sheriff, whether normal or extraordinary, shall be deemed paramount to this contract. In the event of an unanticipated emergency that in the Sheriff's sound discretion requires the use of any employees, vehicles, and/or equipment contemplated by this Agreement, the Sheriff or his designee will immediately notify Service Recipient and may withdraw personnel, vehicles, and/or equipment without consent of Service Recipient and with no contractual liability under this Agreement.

2. EVENT LOCATION

Sheriff Deputies will initially report to work at the Sonoma County Sheriff's Main Office in Santa Rosa and shall then respond to the identified event at Sonoma Raceway at Highway 37 and 121 in Sonoma County.

3. SUPERVISION

The responsibility for assignment of personnel, supervision of law enforcement services, establishing standards of performance, determining and effecting discipline, determining equipment required, and other matters relating to the performance of services and control of personnel under this Agreement, shall remain with County. County is also bound to abide by bargaining agreements covering County employees performing services hereunder.

In recognition of the Sheriff's professional expertise in the area of law enforcement, it is agreed that in the event of a dispute between the parties as to the manner of performance of required services, the determination by the Sheriff, or his on-site representative, shall be final and conclusive.

4. JOB ACTIONS BY COUNTY EMPLOYEES

In the event of a work slow-down, strike, "blue flu," or any other form of job action by County employees assigned to perform duties specified under this Agreement, County may provide a reduced level of service and Service Recipient will be responsible for payment for only those services actually provided.

5. COMPENSATION FOR SERVICES

The total cost of providing the level of services required under this Agreement shall be based on the rates set forth in Exhibit A. These rates are established by the Board of Supervisors for special security services, and include allowable direct and indirect costs estimated to be incurred by County for provision of the requested services. County estimates that the cost to Service Recipient of providing the level of services set forth in Exhibit A is \$56,394.81, including costs for mileage. The actual and final amount Service Recipient is required to pay County for provision of services pursuant to this Agreement shall be based on the actual services rendered and costs incurred, pursuant to the rates set forth in Exhibit A.

County shall provide an invoice for the costs Service Recipient incurs under this Agreement upon completion of the required security services. Service Recipient is required to pay the full cost of such invoice within 30 days after receipt.

6. BOOKING AND PROCESSING PRISONERS

Service Recipient will not be required to reimburse County for the cost of booking and processing individuals arrested and booked into the Sonoma County Jail by personnel performing services hereunder.

7. SERVICES AND MATERIALS TO BE PROVIDED BY SERVICE RECIPIENT

Sonoma Raceway will provide the following:

- (a) Meals for all Sheriff's Office personnel
- (b) Parking area for Sheriff's Mobile Command Post with power supply on site and four phone lines
- (c) Detention facility
- (d) 11 Golf carts and fuel
- (e) Fuel for Sheriff's motorcycles
- (f) 3 motor homes

8. AUTHORIZATION FOR ENFORCEMENT OF TRESPASS LAWS

Sonoma Raceway authorizes the Sonoma County Sheriff's Office to act as follows during the period of Friday, September 15, 2017 through Sunday, September 17, 2017:

(a) Sonoma County Deputy Sheriffs are authorized to act as agents for Sonoma Raceway when enforcing Sonoma Raceway's rules and policies, and when enforcing California Penal Code Section 602 (which makes it a misdemeanor to enter upon certain types of lands and then refusing or failing to leave the lands immediately upon being requested by the owner or the owner's agent, *inter alia*); and

(b) Sonoma County Deputy Sheriffs shall act at the request of Sonoma Raceway in enforcing Penal Code Section 602.1(a) (which provides in part that any person who intentionally interferes with any lawful business or its customers and who refuses to leave the premises after being requested by a peace officer acting at the request of the owner, is guilty of a misdemeanor).

9. TERM OF AGREEMENT

This Agreement shall be effective immediately upon execution by both parties and shall terminate upon performance of all obligations hereunder, unless terminated earlier in accordance with provision 10, Termination.

10. TERMINATION

Either party may terminate this Agreement by giving written notice to the other of not less than 7 days. Service Recipient shall pay County for all costs of services rendered through and until the final date of termination.

11. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS AND MAKING PAYMENTS

All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notice, bills and payments sent by mail shall be addressed as follows:

COUNTY: Lynnae Mann, Department Analyst
Sonoma County Sheriff's Office
2796 Ventura Avenue
Santa Rosa, CA 95403
Tel: (707) 565-2872
Fax: (707) 565-6018

SERVICE RECIPIENT:
Sonoma Raceway
Jere Starks
Highway 37 and 121
Sonoma, CA 95476
Ph: (707) 938-8448

12. INSURANCE

(a) Insurance Required: With respect to the performance of services provided by County under this Agreement, Service Recipient shall be required to maintain insurance as described below:

(1) Commercial general liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence. Said commercial general liability insurance policy shall either be endorsed with the following specific language or contain equivalent language in the policy.

(i) "The County of Sonoma, including its officers and employees, is named as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.

(ii) 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.

(iii) The insurance provided herein is primary coverage to the County of Sonoma with respect to any insurance or self-insurance programs maintained by the County.

(iv) This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the County of Sonoma, Risk Management Division."

(b) Insurance Documentation Required: The following insurance documentation shall be submitted to the County of Sonoma, Sheriff's Office:

(1) Properly executed Certificates of Insurance clearly evidencing all coverages, limits, and endorsements required above. Said Certificates shall be submitted prior to the execution of this Agreement.

(2) Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this Agreement.

(3) Upon County's written request, certified copies of insurance policies. Said policy copies shall be submitted within thirty (30) days of the County's request.

(c) Policy Obligations: Service Recipient's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

(d) Material Breach: If Service Recipient, for any reason, fails to maintain insurance coverage that is required pursuant to this Agreement, the same shall be deemed a material breach of contract. County, at its sole option, may terminate this Agreement and obtain damages from the Service Recipient resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Service Recipient, County may deduct from sums due to Service Recipient any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to the County.

13. ADDITIONAL DOCUMENTS AND AGREEMENTS

The parties agree to cooperate in the execution of any additional documents or agreements that may be required to carry out the terms of this Agreement.

14. ASSIGNMENT/DELEGATION

Neither party hereto shall assign, sublet, or transfer any interest in this Agreement or any duty hereunder without the written consent of the other party. No assignment or delegation shall be of any force or effect unless and until the necessary written consent has been provided.

15. NONDISCRIMINATION

Service Recipient shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, handicap, or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by this reference.

Service Recipient has reviewed Sonoma County Ordinance No. 4291 prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection. Service Recipient agrees to comply with the provisions of that Ordinance during the term of this Agreement and any extensions of the term.

16. 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.

17. NO WAIVER OF BREACH

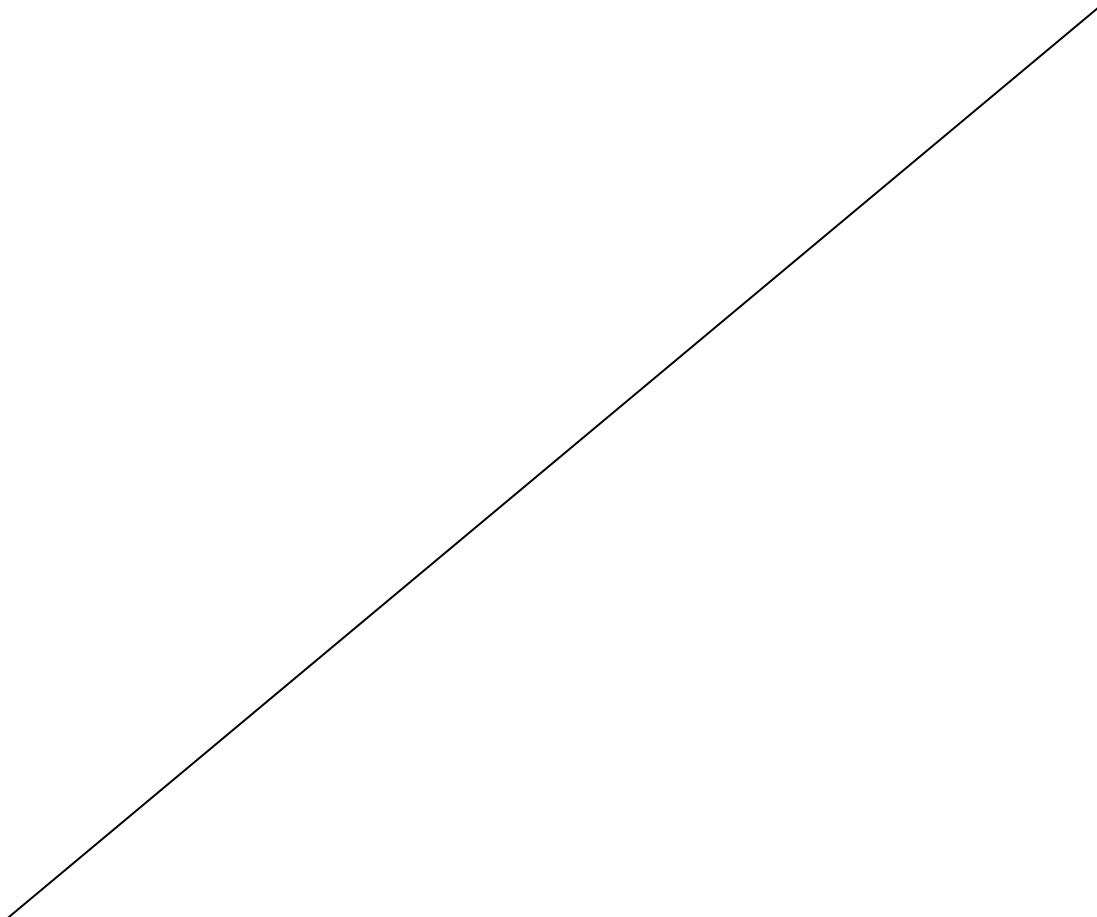
The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.

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

19. CONSTRUCTION OF AGREEMENT AND VENUE

This Agreement shall be construed and enforced pursuant to the laws of the State of California. Venue of any action or proceeding regarding this Agreement or performance thereof shall be proper only in the County of Sonoma, State of California.



IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated.

BY SIGNING BELOW, THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTOOD THE FORGOING TERMS AND PROVISIONS OF THIS AGREEMENT AND AGREE THERETO.

Sonoma Raceway

By: _____
Jere Starks, Vice President of Facilities,
And Designee of Sonoma Raceway

Dated: _____

County of Sonoma

By: _____
Sonoma County Sheriff - Coroner

Dated: _____

APPROVED AS TO FORM:

By: _____
Deputy County Counsel

Dated: _____

CERTIFICATES OF INSURANCE:

By: _____
Department Analyst

Dated: _____

Exhibit A

Security services provided pursuant to the attached Agreement shall be provided as an open book account. The rates for such services are listed below, followed by the estimated level of services to be provided and their costs:

<u>Indy Racing League 2017</u> Sonoma Raceway 29355 Arnold Drive Sonoma, CA 95476 Att: Jere Starks						<u>Sgt</u>	<u>Deputy</u>	<u>CSO</u>	<u>Dispatcher</u>	<u>Personnel</u>		
				Total Hours by rank			82.00	406.00	8.00	30.00	Total Hours	526.00
				Rate by rank			\$129.19	\$101.62	\$49.07	\$70.88		
				Total cost by rank			\$10,593.58	\$41,257.72	\$392.56	\$2,126.40	Personnel Total Cost	\$54,370.26
										<u>Vehicle</u>		
										Total # Used	18	
										Cost/day	\$65.12	
										Vehicle Total Cost	\$1,172.16	
										Mileage Round trip	50	
										Total miles driven	900	
										Cost/mile	\$0.67	
										Mileage Total Cost	\$603.00	
										<u>Other</u>		
										Fuel	\$249.39	
										Golf Cart Rental		
										Other Total Cost	\$249.39	
										Final Total Cost	\$56,394.81	
<u>Day</u>	<u>Rank</u>	<u>Name</u>	<u>Call</u>	<u>Assignment</u>	<u>Vehicle</u>	<u>Start</u>	<u>End</u>	<u>Hours</u>	<u>Sgt</u>	<u>Dep</u>	<u>CSO</u>	<u>Disp</u>
Friday	Sgt			Supervisor		7.00	19.00	12.00	12.00			
9/15/2017	Dep			Motor unit		8.00	18.00	10.00		10.00		
	Dep			Motor unit		8.00	18.00	10.00		10.00		
	Dep			Patrol/Coroner		8.00	18.00	10.00		10.00		
	Dep			Patrol		18.00	6.00	12.00		12.00		
	Dep			Intel		8.00	18.00	10.00		10.00		
	Dep			Intel		8.00	18.00	10.00		10.00		
Saturday	Sgt			Supervisor		7.00	19.00	12.00	12.00			
9/16/2017	Dep			Patrol/SAR		8.00	18.00	10.00		10.00		
	Dep			Patrol/Coroner		8.00	18.00	10.00		10.00		
	Sgt			Motor unit		9.00	19.00	10.00	10.00			
	Dep			Motor unit		9.00	19.00	10.00		10.00		
	Dep			Motor unit		9.00	19.00	10.00		10.00		

Sgt. Approval _____

Lt. Approval _____

Exhibit A

<u>Day</u>	<u>Rank</u>	<u>Name</u>	<u>Call</u>	<u>Assignment</u>	<u>Vehicle</u>	<u>Start</u>	<u>End</u>	<u>Hours</u>	<u>Sgt</u>	<u>Dep</u>	<u>CSO</u>	<u>Disp</u>
	Dep			Motor unit		9.00	19.00	10.00		10.00		
	Dep			Motor unit		9.00	19.00	10.00		10.00		
	Dep			Motor unit		9.00	19.00	10.00		10.00		
	Dep			Patrol		18.00	6.00	12.00		12.00		
	Disp			Dispatch		9.00	19.00	10.00				10.00
	Dep			Intel		8.00	18.00	10.00		10.00		
	Dep			Intel		8.00	18.00	10.00		10.00		
	Sgt			EOD		5.00	17.00	12.00	12.00			
	Dep			EOD		5.00	17.00	12.00		12.00		
	Dep			EOD		5.00	17.00	12.00		12.00		
	Dep			EOD K9		5.00	17.00	12.00		12.00		
	Sgt			Supervisor		6.00	20.00	14.00	14.00			
	Dep			Patrol		6.00	16.00	10.00		10.00		
	Dep			Patrol		6.00	16.00	10.00		10.00		
	Dep			Patrol/Coroner		8.00	18.00	10.00		10.00		
	Dep			Patrol/SAR		8.00	18.00	10.00		10.00		
	Dep			Patrol		10.00	20.00	10.00		10.00		
	Dep			Patrol		10.00	20.00	10.00		10.00		
	Dep			Patrol		10.00	20.00	10.00		10.00		
	Dep			Patrol		10.00	20.00	10.00		10.00		
	Sgt			Motor unit		10.00	20.00	10.00	10.00			
	Dep			Motor unit		10.00	20.00	10.00		10.00		
	Dep			Motor unit		10.00	20.00	10.00		10.00		
	Dep			Motor unit		10.00	20.00	10.00		10.00		
	Dep			Motor unit		10.00	20.00	10.00		10.00		
	Dep			Motor unit		10.00	20.00	10.00		10.00		
	Dep			Parking		7.00	15.00	8.00		8.00		
	CSO			Parking		7.00	15.00	8.00			8.00	
	Disp			Dispatch		7.00	19.00	12.00				12.00
	Disp			Dispatch		7.00	15.00	8.00				8.00
	Dep			Arrest Van		10.00	20.00	10.00		10.00		
	Dep			Intel		7.00	19.00	12.00		12.00		
	Dep			Intel		9.00	19.00	10.00		10.00		
	Sgt			EOD		5.00	17.00	12.00	12.00			
	Dep			EOD		5.00	17.00	12.00		12.00		
	Dep			EOD		5.00	17.00	12.00		12.00		
	Dep			EOD K9		5.00	17.00	12.00		12.00		

Sgt. Approval_____

Lt. Approval_____



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 28

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

To: Board of Supervisors

Board Agenda Date: September 12, 2017

Vote Requirement: Majority

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

Staff Name and Phone Number:

Susan Klassen 707 565-2231

Supervisory District(s):

Fourth

Title: Replacement of the Geysers Road Bridge over Frasier Creek (C11005)

Recommended Actions:

Approve and authorize Chair to execute the Second Amendment to the agreement with TRC Engineers for the design of the replacement Geysers Road Bridge over Frasier Creek (C11005) amending the scope of work to include additional archeological study and increasing the contract amount by \$16,387 for a total amount not to exceed \$524,806, with no change to the contract term.

Executive Summary:

The existing one lane bridge on Geysers Road over Frasier Creek (20-C0227) will be replaced with a new two lane bridge designed to meet current standards. The project will include improvements to the roadway approaches and appurtenant facilities. The replacement bridge will comply with current roadway, drainage and bridge standards and accommodate the 100-year storm event with freeboard as specified by the County of Sonoma. The project does not increase vehicular traffic capacity, but will provide two traffic lanes with shoulders. Due to the low traffic volume on Geysers Road, pedestrians, bicycles and vehicles will share the travel lanes and shoulders.

As part of the necessary environmental studies for this project, an Archeological Survey Report was prepared by TRC. In the course of preparing this document, an archeological site was determined to be in close proximity to the area affected by this project. When reviewing the draft study, the California Department of Transportation determined that further technical studies were necessary, this additional work falls outside the original scope of work and so it is necessary to increase the contract amount by \$16,387 to cover the cost of the additional work.

Discussion:

In October 2014, the Board approved the original agreement with TRC Engineers for engineering design services with an initial term of two years. The First Amendment to the agreement extended the original term by five years to December 31, 2021 due to delays related to required environmental clearance. This second amendment covers additional archeological study which is necessary to meet federal

requirements for the Archeological Survey Report. At this stage the work consists of a Pedestrian Study of an archeological site. The site is located next to the project and part of it could be impacted by the construction of the replacement bridge. Completion of the Archeological Survey Report is a necessary part of the environmental studies required for this project and without acceptance of the report by the California Department of Transportation, it will not be possible to complete the design or proceed with building a replacement bridge.

This project is 100% federally funded and must satisfy all requirements under the Federal Highway Bridge Program criteria, including approval by the California Department of Transportation. Services provided under the original agreement include preliminary engineering, field investigation, structural design, and preparation of final plans, specifications, and estimates. The environmental work being performed for this project is included under preliminary engineering and is also fully, federally funded meaning this additional work will be reimbursable under the federal Highway Bridge Program. If this amendment is not approved, no further work could be completed and the approximately \$300,000 of federal funds spent to date would be at risk of being returned.

Prior Board Actions:

10/7/14: Board approved agreement with TRC Engineers for engineering design work for Geysers Road Bridge over Frasier Creek.

12/13/16: Board approved 1st Amendment to contract with TRC Engineers.

Strategic Plan Alignment Goal 3: Invest in the Future

This project invests in the future by replacing aging or obsolete infrastructure.

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses	\$16,387		
Additional Appropriation Requested			
Total Expenditures	\$16,387		
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance	\$16,387		
Contingencies			
Total Sources	\$16,387		
Narrative Explanation of Fiscal Impacts:			
Appropriations for the project are included the FY 17/18 Road Division Capital Improvements operating budget utilizing available road fund balance and being later reimbursed with State Grant funds.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Second Amendment			
Related Items “On File” with the Clerk of the Board:			
First Amendment Original Agreement			

**SECOND AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT**

This Second Amendment ("Amendment"), 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 TRC Engineers, Inc. a Connecticut Corporation, (hereinafter "Consultant").

RECITALS

WHEREAS, County and Consultant entered into that certain Original Agreement, dated October 7, 2014, for the engineering design services related to the replacement of Geysers Road Bridge over Frasier Creek; and

WHEREAS, County and Consultant amended the Original Agreement on December 13, 2016, in order to extend the term; and

WHEREAS, County and Consultant desire to further amend the Original Agreement in order to provide additional services.

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

AGREEMENT

1. Section 1.1 of the Original Agreement, as amended by the December 13, 2016 First Amendment, entitled "Consultant's Specified Services" is hereby deleted in its entirety and replaced with the following language:

Consultant shall perform the services described in Exhibit "A", and Exhibit "B" attached hereto, and incorporated herein by this reference (hereinafter "Scope of Work"), and within the times or by the dates provided for in Exhibit "A" and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibit "A" and "B", the provisions in the body of this Agreement shall control. Without limiting the foregoing, Consultant expressly agrees to comply with all Disadvantaged Business Enterprise ("DBE") requirements imposed on this Agreement as more specifically described in Section 13.4, below, and Attachment "C" hereto.

2. Section 2 of the Original Agreement, as amended by the December 13, 2016 First Amendment, entitled "Payment" is hereby deleted in its entirety and replaced with the following language:

For all services and incidental costs required hereunder, Consultant shall be paid on a time and material/expense basis in accordance with the budget set forth in Exhibit A and Exhibit B, provided, however, that total payments to Consultant shall not exceed \$524,806 without the prior written approval of County. Consultant shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Head of the County Department receiving the services. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement

shall not be reimbursed. Consultant must submit required DBE Subcontractor Payment Declaration with every invoice. All amounts paid to the Consultant shall be subject to audit by the County.

Contingency: A 10% contingency will be paid for authorized services as deemed necessary for services not included in Exhibit A and Exhibit B, provided, however, that total payments to the Consultant do not exceed \$52,481. Work shall not commence on any contingency services until written authorization is received from the County. Any contingency work done without written authorization may not be reimbursable.

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

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

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

Except to the extent the Original Agreement, as amended by the December 13, 2016 First Amendment, is specifically amended or supplements hereby, the Original Agreement, as amended by the December 13, 2016 First Amendment, together with exhibits is, and shall continue to be, in full force and effect as executed, and nothing contained herein shall, or shall be construed to modify, invalidate or otherwise affect any provision of the Original Agreement, as amended by the December 13, 2016 First Amendment, or any right of County arising thereunder.

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

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

CONSULTANT:

By:

Name:

Title:

Date:

COUNTY: COUNTY OF SONOMA

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

By:

Department Head

Date:

APPROVED AS TO FORM FOR COUNTY:

By:

County Counsel

Date:

By:

or Purchasing Agent

Date:

By:

Chair Board of Supervisors

Date:

ATTEST:

Clerk of the Board of Supervisors

EXHIBIT A

Geysers Road Bridge at Frasier Creek Replacement Project Scope of Professional Engineering Services

PHASE I: PRELIMINARY DESIGN BASIC TASKS

Upon receiving written notice-to-proceed from the COUNTY, the preliminary design will commence. Project construction limits are currently defined from up to 400' west of the west end of the bridge to 400' east of the east end of the bridge, and the bridge, a total of approximately 900' in length. Channel work limits are a maximum of 200' both upstream and downstream of the bridge. The new alignment will be located upstream of the existing bridge, either using a temporary bridge there while the existing bridge is replaced on the existing alignment or in two stages with an upstream portion being built initially in Stage 1 and the remainder built in Stage 2. In any event the bridge will be a single span without piers in the creek. The TRC team includes subconsultants Adobe Associates, Inc., Taber Consultants, WRECO, Firma Design Group, Circlepoint, Woodward Drilling, and others that may be added subject to COUNTY approval.

The plan sheets anticipated to be prepared are listed on Attachment A. This scope, schedule, and fee are based on that list of plan sheets. Design work will be accomplished utilizing English units of measure. Subconsultant scopes are included in Attachment B. The schedule shall be as included in Attachment C. The following basic tasks will be performed and reimbursed in accordance with the fee included in Attachment D.

TASK 1.A KICKOFF MEETING, SITE VISIT, FIELD REVIEW, CALTRANS LETTER, AND DESIGN STARTUP

CONSULTANT staff will meet with the COUNTY at a pre-design conference to review the scope of work, project requirements, and design criteria, obtain additional material and information, and discuss the COUNTY's scheduling and review process. We will also confer with Caltrans, the Corps of Engineers, and other regulatory agencies as required throughout the project duration, except for those tasks led by the COUNTY. While meeting with the COUNTY, we shall conduct a visual on-site field investigation to identify existing conditions and confirm initial design assumptions. To the extent possible, these assumptions are stated herein. We will review the bridge maintenance reports to evaluate the past behavior of the existing structures in the area and incorporate local needs into our new design.

CONSULTANT will review the COUNTY prepared draft letter to Caltrans requesting approval to study the upstream alignment as the expected preferred alternative. Backup information will be attached including the County's preliminary alignment drawing.

CONSULTANT will review the field review documentation dated November 7, 2011.

TASK 1.B SURVEYING AND MAPPING

COUNTY will provide available mapping to CONSULTANT. SUBCONSULTANT Adobe Associates will be responsible for site surveys to obtain additional topography required for the new alignment and extensions at the ends of the project, establish design and construction survey controls, and to determine the location of existing right-of-way lines. Base mapping for highway design, the "Foundation Plan" structure plan sheet, and stream cross-sections for use in the hydraulic analysis will be provided in digitized format for use by the roadway and bridge designers. CONSULTANT will coordinate with the COUNTY so that the necessary information for our portion of the work is obtained. A more detailed scope of services for this task for Adobe Associates appears in Attachment B-1.

TASK 1.C GEOTECHNICAL INVESTIGATION AND REPORT

In this task SUBCONSULTANT Taber Consultants will perform geotechnical investigations, determine pavement design parameters, and make earthwork and bridge foundation recommendations. Liquefaction analysis and mitigation measures will be considered as extra work as it is not expected that these will be issues.

- 1.C.1 This task includes record search and research to determine the peak rock acceleration and depth to rock-like material at the site for use in the seismic retrofit analysis.
- 1.C.2 The initial effort for the geotechnical study will include discussions and coordination with the COUNTY and CONSULTANT regarding conceptual design, to ensure the proposed exploration conforms to all permit requirements. Any underground utilities will require USA location prior to starting field work. The COUNTY will contact USA. No "hazardous materials" are evident or known to be on-site. If such materials are encountered during exploration, the COUNTY will be notified and modified scope of services developed, if required. Subsurface exploration and materials testing will be performed to evaluate soil conditions with respect to design of pavement structural section, cut/fill slopes, and subgrade preparation. The results will be incorporated into a written Roadway Materials Report which will make recommendations for design and construction criteria.
- 1.C.3 Subsurface exploration and materials testing will be performed to evaluate soil conditions with respect to the design of the bridge foundations. The results will be incorporated into a written Bridge Foundation Report which will make recommendations for the type, level, allowable loading and installation of foundation elements. A "Log of Test Borings" will be prepared for inclusion into the report and contract plans.

A more detailed scope of services for this task for Taber Consultants appears in Attachment B-2.

TASK 1.D HYDROLOGY AND HYDRAULICS

SUBCONSULTANT, WRECO, shall independently conduct its own hydrologic and hydraulic analyses.

A location hydraulic study will be prepared by SUBCONSULTANT for the site. This report will contain a description of the hydrology, constraints which will influence the bridge type selection, and a flood frequency curve for the bridge site. This study will be in compliance with Caltrans Local Assistance Procedures Manual (LAPM) requirements. This will be submitted to the COUNTY and Caltrans Office of Structures Local Assistance (OSLA) hydraulic reviewer for preliminary comments.

SUBCONSULTANT will perform a design hydraulic study of the bridge site for the 50-year flood (or flood of record, whichever is more critical) and base (100 year) flood conditions determined from the hydrology study and its review. A design exception will not be required. This information will be used to prepare input data for the Corps of Engineers HEC-RAS Water Surface Profile program. Data describing the geometry and hydraulic flow characteristics of the proposed bridge structure will also be prepared for the model. The HEC-RAS model will determine the water surface profile elevations and stream velocities at the bridge.

Stage discharge and stage frequency curves will be plotted. The magnitude, frequency, and pertinent water surface elevations for the design flood, base flood, overtopping flood, and flood of record will be shown on the plans as required by the LAPM. Scour depths will be estimated by using the calculated hydraulic flow characteristics and the streambed materials characteristics.

CONSULTANT will perform the design of the protection required in an effort to prevent scour at structure foundations and to provide local bank stability.

A more detailed scope of services for this task for WRECO appears in Attachment B-3.

TASK 1.E PRELIMINARY ALIGNMENT STUDY

CONSULTANT will examine alignment and profile variations in an attempt to optimize material balance, bridge length, right-of-way acquisitions, and sight distance. It is assumed that the existing structure will need to remain in place to carry traffic during construction. Thus CONSULTANT will consider two different general alignments in this phase, upstream and downstream of the existing structure. For the upstream alignment two options will be considered:

- Using an upstream temporary bridge to convey traffic around the existing bridge while a new structure is constructed on the existing alignment, or
- Constructing a portion of the new bridge upstream of the existing structure and then in a second stage of construction shift traffic to that portion and construct the remainder of the bridge downstream of that.

For the downstream alignment CONSULTANT will use a COUNTY-prepared alignment, as shown in Attachment A-1, as a starting point and the basis for estimating the cost and traffic handling impacts of this option. CONSULTANT will closely coordinate with the COUNTY in developing these alignment options. A preferred alignment will be submitted for COUNTY review and approval.

It is understood that a downstream alignment will involve extensive surveys and geotechnical exploration due to the resultant length (375') of the structure. Due to the extensive costs and uncertainty associated with this option, it is assumed herein that an upstream alignment will be ultimately chosen as the preferred alignment, however the downstream alignment will be studied in some detail so as to justify the preferred alternative. Should more detailed studies be required,

CONSULTANT will submit a scope and fee to perform such surveys, mapping, geotechnical, roadway, and structure studies and analyses as will be required to be able to select the downstream alignment as the preferred alternative.

TASK 1.F BRIDGE PRELIMINARY REPORT (BRIDGE SITE DATA SUBMITTAL)

CONSULTANT will prepare a bridge preliminary report. Information from the hydraulic and surveying efforts will be incorporated therein along with other required design data such as alignment, plan and profile, lane and shoulder widths, bridge width, barrier railings, clearances, approach treatment, scour depths, slope protection, utilities, temperature ranges, falsework requirements, preliminary geotechnical input, and aesthetics. This report will follow the format of Caltrans standard BSDS form, and be the basis for the type selection and design of the bridge structure.

TASK 1.G PRELIMINARY BRIDGE DESIGN (STRUCTURE TYPE SELECTION)

CONSULTANT will evaluate alternative bridge types in an effort to determine the most economical configuration. Types to be considered include a cast-in-place prestressed (P/T) concrete slab and a cast-in-place reinforced concrete box girder (not P/T). Both types shall be single span, without any piers, founded on abutments located out of the creek. Cost estimates will be prepared for the alternatives.

This information will be submitted to the COUNTY for review and comment.

TASK 1.H BRIDGE GENERAL PLAN

Upon receipt of comments we will incorporate them into the preferred alternative. This structure configuration will then be developed and a Bridge General Plan prepared.

The Bridge General Plan will then be drafted and General Plan Estimate prepared in accordance with Caltrans Bridge Design Aids Manual, Chapter 11. Also, a Type Selection Memo for the structures will be prepared. This memo documents the considerations discussed in the type selection process including aesthetics, environmental impacts, cost, falsework, types of abutments and columns or piers, and types of structures considered. The General Plan Estimates and Type Selection Memos will appear in the same format used by Caltrans' Division of Structures. These documents will be submitted to the COUNTY and Caltrans for review and approval before beginning final design.

TASK 1.I ENVIRONMENTAL COORDINATION

CONSULTANT shall assist COUNTY in their preparation an Area of Potential Effects/Impact (APE/I) Map and Biological Study Area (BSA) Maps of the enveloped alternatives for use in the environmental studies. CONSULTANT will provide a base map to the COUNTY. COUNTY will markup the base map and CONSULTANT will prepare the final maps based on those markups. CONSULTANT shall assist in preparation of the project description and determining NEPA and CEQA boundaries. CONSULTANT shall also coordinate with the COUNTY in preparing environmental documentation. Otherwise, the COUNTY will perform all environmental services.

TASK 1.J ENVIRONMENTAL TECHNICAL STUDIES

CONSULTANT will prepare cultural resource technical studies. The following subtasks will be performed:

- CONSULTANT will conduct a site file check of the records at the Northwest Clearinghouse (housed at Sonoma State University in Sonoma) to identify any known archaeological and historic resources in the project area and vicinity.
- CONSULTANT will have one of its qualified archaeologists conduct a 100% pedestrian survey of the proposed re-routed segment of the road right-of-way. This ground survey will include the staging areas and (if used) the temporary bridge alignment. During this survey the archaeologist will visually inspect the area for archaeological remains indicative of previous cultural activity in the area. Any archaeological materials that are noted will be recorded on the required forms and, if appropriate, subsequently evaluated for their significance and eligibility to the National Register of Historic Places and the California Register of Historical Resources.
- CONSULTANT will conduct Native American consultation by sending a letter to the Native American Heritage Commission concerning the project, and requesting a search of the sacred sites files for the project vicinity and a list of Native American representatives who should be contacted. CONSULTANT will provide follow-up contact (via letter, e-mail or telephone) with all Native Americans identified for further contact by the NAHC. TRC will compile and maintain an "administrative record" of all such contacts.
- CONSULTANT will prepare an Historic Property Survey Report (HPSR) and an Archaeology Survey Report (ASR), with required addendum forms, for the project area surveys and the results of the work conducted.
- CONSULTANT will prepare Department of Parks and Recreation (DPR) 523 forms A and B, and a short letter report for the COUNTY to use as support of their CEQA filing and for their files. This letter report will be similar in form and content to that for the Wohler Road Bridge provided as an example, and constitute an assessment of significance for the Geysers Road Bridge vis-à-vis the criteria of the National Register of Historic Places and the California Register of Historical Resources.
- As specified in the request from the COUNTY, and as the required evaluation has previously been done and the bridge determined ineligible to the NRHP, the CONSULTANT will not prepare an Historic Resource Evaluation Report (HRER) for the bridge.

CONSULTANT can conduct additional environmental technical studies upon request of the COUNTY. Should any such work be desired, an additional scope and fee to perform such investigations and design work will be prepared for the COUNTY's consideration.

TASK 1.K INITIAL SITE ASSESSMENT (ISA)

SUBCONSULTANT, Taber Consultants, shall prepare a Phase I Initial Site Assessment (Phase I ISA). The Phase I ISA report is for the exclusive use of the COUNTY for this project only.

The purpose of a Phase I ISA is to ascertain whether significant environmental liabilities regarding known or suspected releases of hazardous substances exist on or near the right-of-way necessary to accommodate the proposed project. The Phase I ISA portion of the work for this project is based

upon the ASTM Standard E1527-00 requirements. The Phase I ISA scope of work shall consist of the following components:

- A site reconnaissance
- Observations of adjacent properties
- Acquisition and review of a regulatory agency database in accordance with ASTM search distances
- Review of applicable regulatory agency files (maximum of three)
- Interviews; Review of site history and land use
- Review of a 50-year Chain of Title report (if provided by the COUNTY)
- Preparation of an ISA for the site

The proposed scope of work does not include Phase II sampling activities, or asbestos or lead paint testing. These would be extra services if required. A more detailed scope of services for this task for Taber Consultants appears in Attachment B-2.

TASK 1.L PRELIMINARY ENGINEERING REPORT

Task 1.L.1 Draft Preliminary Engineering Report

A Draft Preliminary Engineering Report will be prepared summarizing the analysis of alternatives and providing information for the Environmental Documents. Three copies of the report will be provided to the COUNTY for review.

The COUNTY will solicit input from all interested parties and provided this to CONSULTANT before major work is undertaken. The draft report will be reviewed by the COUNTY staff and only minor revisions will be required to produce the final report. The draft report is not to be an opportunity for previously uninvolved parties to request or demand major changes to the work already undertaken. Additional effort to perform any rework in this regard shall be considered extra services.

Task 1.L.2 Final Preliminary Engineering Report

Following COUNTY review of the draft report, a meeting shall be held to discuss review comments. The report shall be revised based upon this discussion and utilized for the environmental determination work. Following completion of the Environmental Documents and the public information meeting, the report will be finalized to incorporate any necessary environmental mitigation measures and to include critical issues revealed during the review meeting. The report will then be resubmitted for the final use of the COUNTY.

TASK 1.M MEETINGS

CONSULTANT shall meet with COUNTY up to three (3) times during the performance of the work in this Phase I, including meeting with COUNTY staff, and one Public Information Meeting to be conducted by the COUNTY. CONSULTANT shall prepare an agenda for each meeting and shall provide meeting minutes to the COUNTY, summarizing discussions and action items.

TASK 1.N PROJECT MANAGEMENT AND COORDINATION

CONSULTANT shall prepare monthly progress reports including a summary of work completed, including percentage complete of each work task, along with an updated project schedule in tabular or bar chart format. This task includes phone conversations with the COUNTY, direction of the work, review of major deliverables before submittal, preparing monthly invoices, and supervision of subconsultants.

PHASE II: FINAL DESIGN BASIC TASKS

Upon receiving written approval of the Preliminary Engineering Report from the COUNTY, the final design will commence. Project construction limits are currently defined from up to 400' west of the west end of the bridge to 400' east of the east end of the bridge, and the bridge, a total of approximately 900' in length. Channel work limits are a maximum of 200' both upstream and downstream of the bridge.

The plan sheets anticipated to be prepared are listed on Attachment A. This scope, schedule, and fee are based on that list of plan sheets. Design work will be accomplished utilizing English units of measure. Certain subconsultant scopes are included in Attachment B. The schedule shall be as included in Attachment C. The following basic tasks will be performed and reimbursed in accordance with the fee included in Attachment D.

TASK 2.A FINAL DESIGN STARTUP

CONSULTANT staff will meet with the COUNTY at a final-design kick-off meeting to discuss the Final Engineering Scope of Work, project requirements, design criteria, and the COUNTY's most current scheduling and review requirements. An agenda and outline will be prepared and distributed before the meeting, and meeting notes will be prepared and distributed after the meeting. While meeting with the COUNTY, CONSULTANT will conduct a visual on-site field investigation to discuss existing conditions and confirm design assumptions. To the extent possible, these assumptions are stated herein.

TASK 2.B APPROACH DESIGN WORK

Approach design plans will be prepared by CONSULTANT, who will coordinate and integrate the structure plans with these plans into the 100% PS & E package. Design will incorporate COUNTY Standard Plans; standards per Caltrans Local Assistance Procedures, Highway Design, and Traffic Manuals; 2010 Caltrans Standard Plans, and the current AASHTO Green Book. Standards used will be those in effect as of the date of Notice to Proceed. New standards or modifications to standards which occur during the course of work may require redesign of particular project features. In this case, COUNTY agrees to compensate CONSULTANT for extra work which is required to meet the new or modified standards.

Task 2.B.1 Roadway Civil Design

CONSULTANT will proceed with final design of the project based on the approved preliminary engineering design concept and CONSULTANT's prior experience with COUNTY project plan

preparation. Attention is directed to Attachment A for the eleven (11) anticipated plan sheets to be completed in this task.

The Title sheet will include the appropriate COUNTY and federal funding project identification. This plan sheet will include a sheet schedule, a vicinity map, the project legend, general notes, and the project control points.

The Typical Section Sheet will include the roadway structural section as designed based on a COUNTY supplied Traffic Index (TI) and the recommendations of our geotechnical subconsultant based on approach soil borings.

A Survey Staking Control sheet will be prepared.

The Layout Sheets will be produced at a horizontal scale of 1" = 20'. The plan view will delineate the general roadway improvements and pavement dimensions. Profile and superelevation sheets will be prepared at a horizontal scale of 1" = 20' and a vertical scale of 1" = 2'. The profile grade will be refined from that shown in the preliminary engineering report. New and existing gutter flowline elevations will be shown in the profile view at station intervals, transitions, or at the match points. Geometric information, tied to the project control points, will be shown to sufficiently describe both the profile and horizontal alignments. Spot elevations will be shown at conforms. Signing and pavement delineation will also be shown on these sheets.

Approach construction sheets are not required; specific improvement details may be shown on Construction Details sheets, as will utility locations and geometric details. Spot elevations will be shown at conforms.

Contour Grading sheets will not be prepared; this information will be shown on the Erosion Control Plan and Details sheets.

Task 2.B.2 Traffic Design

CONSULTANT will finalize the Traffic Control System plan prepared in the preliminary engineering phase. The plan will generally maintain one lane, two-way traffic control on the existing bridge during the construction of the structure. Brief closures (a few days to a week) of the approaches will be employed during tie-in operations and construction of approach pavement. These closures will be notified well in advance and appropriate signage placed at the ends of Geysers Road.

The Caltrans Traffic Manual, Sign Specifications and Standard Plans will be used as applicable. Temporary signing and striping, portable delineators, temporary crash cushion arrays and temporary railing (Type K), as necessary, will be shown on this plan. No temporary signal work for pedestrian or vehicular traffic is currently included within this scope of work. Attention is directed to Attachment A for the three (3) anticipated plan sheets to be completed in this task.

Stage Construction plans will be prepared, if that alignment option is chosen in Phase I. Details for tie-ins at conforms will be shown. A Detour Plan will be prepared for intermittent, short duration, road closures.

Advisory and construction area signs (CAS) will be shown on a COUNTY provided street plan of an area bounded by U.S. Route 101 on the west, Crocker Road and River Road on the north, and Alexander Valley Road on the south. Traffic will be alerted to the construction and an alternate route recommended during the brief closures at the bridge. Signs are not anticipated to be required along Route 101. CAS placement will be shown on the plans as approved by the COUNTY. Bicycle and pedestrian traffic will be allowed through the construction area. This scope includes design of a maximum of four special (non-Caltrans standard) sign panels.

A Pavement Delineation and Signing Plan will not be prepared. All new, reconstructed, relocated, or modified signs will be shown on the Layout sheets. This scope includes a maximum of ten such signs. Existing as well as new sign locations will be shown. Sign panels will be shown for new non-standard signs. A maximum of two such new signs are anticipated. Standard signs will only be designated by the appropriate Caltrans sign number.

Striping and pavement markings will be developed utilizing COUNTY and Caltrans standard details, and will generally match the existing striping and layout. CONSULTANT staff will work closely with the COUNTY to incorporate applicable requirements. To this end, conceptual plan sheets will be produced for the Traffic Control System and Construction Area Signs plan sheets. These sheets will be transmitted to the COUNTY and a meeting held to discuss the design concept prior to the first formal project submittal. Subsequent submittals will follow the schedule outlined for the overall project submittals.

Task 2.B.3 Utility Coordination/Design

COUNTY and CONSULTANT agree that all new or relocated facilities will be designed and constructed by the owners of the utilities. COUNTY will direct AT&T to relocate one pole at the northeast quadrant, discussing this at monthly utility company meeting(s). Utility C letters will be prepared by CONSULTANT and sent to the COUNTY for placement on COUNTY letterhead and distribution to affected utility companies upon submittal of the Draft PS&E.

Task 2.B.4 Channel Protection Design

The use of slope protection is anticipated at this site. Slope protection installations will be designed at the channel banks, specifically at the abutment faces, up to 200 feet upstream and downstream of the bridge, and along the roadway approaches adjacent to the creek. The design of the slope protection will include details for toe trenches, cutoff walls and intermediate shear keys, as necessary. "Soft" armor solutions will be explored. Additionally, layout and elevation information will be shown and tied to the project coordinate system. Attention is directed to Attachment A for the two (2) anticipated plan sheets to be completed in this task.

Task 2.B.5 Culvert Replacement Design

The 12" CMP located east of the bridge will be replaced as part of this project. This task includes reconstruction of the associated inlet and outlet headwalls and wingwalls if deemed necessary. Design of these endwall structures will utilize Caltrans standard details, to the extent possible. Also, a pipe will be designed at the northwest corner of the bridge to capture roadway runoff before it continues to excise a channel north of the bridge. Attention is directed to Attachment A for the two (2) anticipated plan sheets to be completed in this task.

Task 2.B.6 Retaining Wall and Geogrid Embankment Design

The northwest approach to the bridge will require an approximately 90' long retaining wall for the upstream alignment. This wall will be a soldier pile-type wall due to the poor soils located north of Geysers Road which effectively precludes any excavation due to the landslide potential. On the northeast approach a shorter soldier pile wall may also be required. The southern portions of the bridge approaches should not require walls other than standard wingwalls, as we are shifting the alignment to the north.

For the temporary bridge option, walls may be required at the ends of the bridge although the longest possible bridge will be used to minimize such temporary walls. Temporary walls would not be designed, but rather sheet piling would be specified to be designed by the Contractor's Engineer and/or sheet pile provider to provide economy.

Attention is directed to Attachment A for the eight (8) anticipated plan sheets to be completed in this task.

Task 2.B.7 Revegetation Design

Planting will be required to protect disturbed areas after construction, and as required by mitigation requirements. SUBCONSULTANT FIRMA Design Group will design on-site mitigation in in this task. A more detailed scope of revegetation design is included in Attachment B-4.

Attention is directed to Attachment A for the two (2) anticipated plan sheets to be completed in this task.

Task 2.B.8 Stormwater Pollution Prevention and Erosion Control Plans

2.B.8.1 Stormwater Pollution Prevention Plans

Postconstruction Stormwater BMP's may be required by the Regional Board. CONSULTANT will evaluate various ways to meet the requirements for post construction stormwater treatment Best Management Practices (BMPs) within the different functional components of the bridge site. SUBCONSULTANT Firma Design Group will prepare details for BMP features which may be appropriate for incorporation into the project revegetation and erosion control. They will determine the various details to be used and prepare numeric sizing calculations of the stormwater treatment in support of the various sub-areas and surface types. The initial plan and calculations of these BMP features will be included with CONSULTANT's type selection submittal. We will update these calculations twice during final design.

2.B.8.2 Erosion Control Plans

We anticipate the preparation of an erosion control plan for the site during construction. This will include features to protect the stormwater during construction, such as protection of the drainage inlets, straw wattles around the site's perimeter, etc. CONSULTANT will prepare and submit a Notice of Intent (NOI). CONSULTANT will also prepare PS&E of stormwater runoff prevention features per current Caltrans practice for use in bidding by the Contractor,

although the special provisions will require the Contractor to prepare his own Storm Water Pollution Prevention Plan (SWPPP). Contour Grading will be shown on these sheets.

TASK 2.C BRIDGE DESIGN WORK

The structure will be up to approximately 60' long and 32' (clear width) wide. The structure will be constructed in one or two stages. Approach slabs will be designed at each abutment. These are anticipated to be the 10' length type. Attention is directed to Attachment A for the eleven (11) anticipated plan sheets to be completed in this task.

Task 2.C.1 General Plan Approval

A bridge general plan sheet will be prepared and six (6) 11" x 17" copies will be submitted to the COUNTY for approval. Bridge design work will not commence until this design submittal is received and approved by the COUNTY. The general plan will show sufficient detail for the COUNTY staff to make a decision to proceed on the concept of the bridge design. Details will include: bridge general dimensions, a bridge typical section, the location of any utilities to be carried on the structure, an elevation view, and a plan view. Bridge design will proceed based on this approved general plan sheet.

Task 2.C.2 Bridge Design and Detailing

Bridge design will be in accordance with Caltrans' "Bridge Memos to Designers" and "Bridge Design Aids" manuals. AASHTO "LRFD Bridge Design Specifications, 4th edition", with Caltrans amendments dated November 2011, will serve as the design criteria. The design will meet Caltrans and FHWA standards in effect as of the date of Notice to Proceed. Bridge design will be based on the "LRFD" method, with HL93 with lowboy permit design vehicle live loading. Seismic design will be performed in accordance with Caltrans' "Seismic Design Criteria v1.7," and Section 20 of Caltrans' "Memo to Designers" Manual.

Detailing of plans will be in accordance with the Caltrans "Bridge Design Details" manual. Details will be checked by the designer. The completion of the design and detailing results in the Unchecked Details. These can be submitted for approval should the COUNTY request this. It is anticipated that deck runoff will be collected and deposited in swales or other conveyances before entering the creek.

Task 2.C.3 Bridge Design Check

The Unchecked Details will be independently checked. Calculations and computer runs will be performed to check the bridge layout and structural integrity. A plan set will be marked up in two colors, yellow indicating approved items and red indicating items to be discussed. The checker and designer will then work together to resolve discrepancies and any needed plan changes will be incorporated into the design and drafted. The Checked Details are then ready for specification and estimate preparation, and will be submitted to the COUNTY for review and approval before beginning same.

TASK 2.D 30% AND 60 % PLANS SUBMITTAL

A submittal of the 30% and 60% plans will be made to the COUNTY. This submittal will include various plan sheets, a portion of those listed in Attachment A, produced to the stated level of completion. Landscape plans will be concept in nature to allow for flexibility in the incorporation of comments by the COUNTY. Unchecked Bridge plans will be included with the 60% submittal. The contract item list will also be prepared for the 60% submittal.

For both the 30% and 60% submittals, CONSULTANT will deliver 4 sets of reduced (11" x 17") plan sheets and attend one submittal review meeting at COUNTY offices. CONSULTANT will await COUNTY review comments before proceeding further with the preparation of the contract documents. After receipt of COUNTY comments on the 30% and 60% plans submittal, CONSULTANT will review and incorporate applicable revisions into the design.

TASK 2.E SPECIFICATIONS AND COST ESTIMATE

Task 2.E.1 Specifications

Prior to the 95% PS&E submittal, the plans will be reviewed by the specifications and design engineers and an updated bid item list will be produced. The specifications will then be compiled using the items list to collect and edit the applicable 2010 Caltrans Standard Special Provisions (SSP's) and prepare required special provisions in coordination with the roadway and bridge designers. CONSULTANT will utilize COUNTY and Caltrans "boiler plate" documents including the notice to bidders, proposal, bond forms, and agreement. These documents will be similar in form as was used for the COUNTY's Annapolis Road Bridge Project, except for the use of 2010 standards.

Specifications will state that construction area sign locations are approximate only, and actual locations are subject to the approval of the COUNTY.

Task 2.E.2 Cost Estimate

Two independent sets of quantity calculations will be performed by individuals experienced in this work. These will be organized and detailed for use by field inspectors during construction. Standard Caltrans summary sheets will be used for bridge quantity calculations, again facilitating the review process and use by COUNTY construction personnel. Bridge quantity estimators must agree within tolerances prescribed in Chapter 11 of Caltrans Bridge Design Aids Manual. Any deviations will be resolved and the Marginal Estimate sheet prepared. This information will be merged with the roadway quantities list, which will be similarly prepared.

Unit prices will be applied to each contract item resulting in the Engineer's Estimate of Probable Construction Cost (Estimate). Prices used will be based on the latest available data from the COUNTY and Caltrans, reflecting the location of the project and the quantity of each item. The estimate will be segregated into two categories: roadway and bridge. Five percent of the total estimate will be added for contingencies, per current HBP guidelines, and an additional five percent COUNTY contingency will also be added to arrive at the cost presented to the COUNTY.

TASK 2.F QUALITY CONTROL

Quality control reviews will be conducted before the following submittals:

- 30% Plans
- 60% Plans including Unchecked Bridge Details
- 95% PS&E including Checked Bridge Details
- 100% PS&E

The plans will be reviewed for compatibility between portions of work and design disciplines.

Structure plans will be reviewed, regarding implementation of geotechnical recommendations, by Taber Consultants prior to 95% PS&E submittal to the COUNTY. Supplemental recommendations and evaluations will be provided as appropriate to resolve emergent design considerations.

CONSULTANT will also submit the 95% PS&E to COUNTY for a constructability review. CONSULTANT will address written comments received from the COUNTY before submittal of the 100% PS&E.

TASK 2.G 95% (DRAFT) PS & E SUBMITTAL

A submittal of the 95% PS&E will be made to the COUNTY. This submittal will include the Plans, Specifications, and Estimate; Geotechnical Report, including the Log of Test Borings; design calculations, and quantity calculations. Four sets of 11" by 17" plans, four sets of special provisions, two copies of the Engineer's Estimate, and two copies of the foundation report will be submitted to the COUNTY.

Plans will be prepared on COUNTY standard border sheets. These will be the same as was used on the Annapolis Road Bridge Project. Plans will be prepared utilizing AutoCADD (latest version) software. Specifications will be prepared in Microsoft Word 2013, and the estimate prepared in Microsoft Excel 2013.

Caltrans PS&E Checklist and Certification forms (LAPM Exhibits 12-C and 12-D) will be completed and submitted to the COUNTY.

Electronic files (AutoCAD Civil 3D and Adobe .pdf files) of the PS&E will be included in the deliverables.

TASK 2.H PERMITS

The COUNTY will be responsible for obtaining all required permits from regulatory agencies. CONSULTANT will provide volumes and types of excavation and fill for the COUNTY's use in completing Fish and Game, Corps of Engineers, and other permit applications which may be required. CONSULTANT can perform other work for this task as a supplemental service if desired by the COUNTY and mutual agreement on scope, schedule, and fee is reached.

TASK 2.I 100% (FINAL) PS&E

The 100% contract documents will be prepared and submitted to the COUNTY as described below.

Task 2.I.1 Final Revisions

Upon receipt of comments from the FHWA, Caltrans, and other jurisdictional agencies, which will be routed through the COUNTY, and COUNTY review comments, final revisions will be made. CONSULTANT will incorporate appropriate comments in the plans, specifications, and estimate.

Task 2.I.2 100% Submittal

CONSULTANT will submit the 100% PS&E to the COUNTY. The transmittal will include: one set of 22" x 34" and one set of 11" x 17" reproducible mylar final design plans; two bound and one unbound hard copy of final special provisions and bid book; two copies of the construction cost estimate; and the Resident Engineer's File as compiled by CONSULTANT.

Electronic files (AutoCAD Civil 3D and Adobe .pdf files) of the PS&E will be included in the deliverables. The submittal will be ready for advertising the construction contract.

TASK 2.J PROJECT MANAGEMENT & COORDINATION & MEETINGS

This task consists of the direction of the work; attendance at four (4) meetings with COUNTY, Caltrans, FHWA, or other interested agencies in this Phase II, including those listed in all tasks herein; project coordination with the COUNTY, affected agencies, and subconsultants; telephone coordination and conferences; monitoring schedule and budget performance; and preparing monthly progress reports, invoices, and schedule updates for the COUNTY.

TASK 2.K BID PHASE SERVICES

CONSULTANT will provide assistance to the COUNTY during the bidding process. This work may include attending the pre-bid meeting, assisting the COUNTY in answering questions from prospective bidders, assisting in preparing any necessary addenda and to provide clarification and interpretation of the contract documents. Twenty-eight hours of labor are included in this basic task.

COUNTY-PERFORMED SERVICES

Certain services will be performed by the COUNTY. Some of these are listed below. This list is not all-inclusive.

1. Review 30% and 60% submittals in detail and provide comments to CONSULTANT. Review Draft PS&E submittal for incorporation of previous COUNTY comments.
2. All work regarding Transportation Management Plan public notification. This includes newspaper and other public notices, obtaining Board of Supervisors approval, etc.
3. All environmental clearance studies and work.
4. Rerouting, public notification, temporary bus stops, and other associated work regarding the temporary, short duration road closure during construction.

5. Pay all fees associated with permits (Task 2.H).
6. All public process work, including public meetings, hearings, etc. (Task 1.I).
7. Right-of-entry(s) for CONSULTANT to access the site and any private parcels to perform surveys, drilling, site investigation, etc.
8. Appraisal and acquisition of right-of-way including temporary construction easements.
9. Reproduction and distribution of all environmental documents.

ATTACHMENTS

- A. Aerial View, Plan Sheet List, Deliverables List
- B. Subconsultants Scopes
- C. Schedule
- D. Fee & Hourly Rate Schedules

EXHIBIT "A"
SCOPE OF SERVICES
BRIDGE REPLACEMENT ON GEYSERS ROAD AT FRASIER CREEK

Attachment A-1

AERIAL VIEW

EXHIBIT "A"
SCOPE OF SERVICES
BRIDGE REPLACEMENT ON GEYSERS ROAD AT FRASIER CREEK

Attachment A-2

PLAN SHEET LIST

<u>DISCIPLINE</u>	<u>DESCRIPTION</u>	<u>NUMBER OF SHEETS</u>	<u>SCOPE TASK</u>
C	Title Sheet	1	2.B.1
C	Typical Sections	1	2.B.1
C	Survey Control Sheet	1	2.B.1
C	Layout	3	2.B.1
C	Profile & Superelevation	3	2.B.1
C	Construction Details	2	2.B.1
C	Contour Grading	0*	2.B.1
T	Stage Construction/Traffic Handling (or Detour) Plan	2	2.B.2
T	Construction Area Signs	1	2.B.2
T	Signing & Pavement Delineation Plan	0**	2.B.2
C	Culvert Plans, Drainage Profiles, Details	2	2.B.5
C	Rock Slope Protection, Channel Work Plan and Details	2	2.B.4
C	Water Pollution Control Plan and Details	4	2.B.8
C	Erosion Control Plan & Details	4	2.B.8
L	Revegetation Plan and Details	2	2.B.7
S	Retaining Walls/Geogrid Embankments	8	2.B.6
S	General Plan	2	2.C.
S	Deck Contours	1	2.C.
S	Foundation Plan	1	2.C.
S	Abutment 1 Layout	1	2.C.
S	Abutment 2 Layout	1	2.C.
S	Abutment Details	2	2.C.
S	Typical Section	1	2.C.
S	Girder Layout & Reinforcement	1	2.C.
S	Concrete Barrier Details	1	2.C.
G	Log of Test Borings	1	1.C.
G	As-Built Log of Test Borings (if available)	1	1.C.

TOTAL

49

* to be shown on Erosion Control Plan and Details sheets

** to be shown on Layout sheets

Summary by Discipline

C	=	Civil	23
T	=	Traffic	3
L	=	Landscape	2
E	=	Electrical	0
S	=	Structural	19
G	=	Geotechnical	2
<u>TOTAL</u>			<u>49</u>

**EXHIBIT “A”
SCOPE OF SERVICES
BRIDGE REPLACEMENT ON GEYSERS ROAD AT FRASIER CREEK**

**Attachment A-3
DELIVERABLES LIST**

Deliverable	Task
PHASE I	
Kick Off Meeting Agenda and Meeting Notes	1.A
Base Map	1.B
Geotechnical Assessment	1.C
Draft Foundation Report	1.C
Final Foundation Report	1.C
Location Hydraulic Study	1.D
Design Hydraulic Study	1.D
Geometric Approval Drawing- Exhibit (Upstream Option)	1.E
Geometric Approval Drawing-Exhibit (Downstream Option)	1.E
Preliminary Cost Estimate (Upstream Option)	1.E
Preliminary Cost Estimate (Downstream Option)	1.E
Structure Preliminary Report Checklist	1.F
Advance Planning Study (Upstream Option)	1.G
Advance Planning Study (Downstream Option)	1.G
Type Selection Memo	1.G
Bridge General Plan	1.H
APE/I Map	1.I
BSA Map	1.I
Project Description Input	1.I
Cultural Letter Report	1.J
Historical Property Survey Report	1.J
Archaeological Survey Report	1.J
Initial Site Assessment	1.K
Draft Preliminary Engineering Report	1.L
Final Preliminary Engineering Report	1.L
Meeting Notes, Conversation Confirmers	1.M
Monthly Progress Reports, Invoices	1.N
Client/Agency Review Comment Responses	Var.
PHASE II	
Kick Off Meeting Agenda and Meeting Notes	2.A
Roadway Approach Civil Design Sheets	2.B.1
Striping and Pavement Delineation Sheets	2.B.2
Utility B Letters	2.B.3
Utility C Letters	2.B.3
Storm Water Data Report- Draft and Final	2.B.8
Geogrid/Retaining Wall Plans	2.B.6

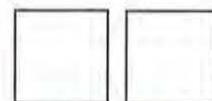
Deliverable	Task
Structure General Plan	2.C.1
Structure Plans	2.C.2
30% Plans	2.D.
60% Plans	2.D.
60% Contract Item List	2.D.
Special Provisions	2.E.1
Quantities and Estimate	2.E.2
Quality Assurance Documentation	2.F
Constructibility Reviews	2.F
95% Draft PS&E	2.G.
100% Final PS&E	2.I.2
R.E. Pending File	2.I.2
Meeting Notes, Conversation Confirmers	2.J.
Monthly Progress Reports, Invoices	2.J.
Client/Agency Review Comment Responses	Var.
Bid Phase Deliverables	2.K.

EXHIBIT "A"
SCOPE OF SERVICES
BRIDGE REPLACEMENT ON GEYSERS ROAD AT FRASIER CREEK

Attachment B

SUBCONSULTANT SCOPES OF WORK

Attachment B-1
SURVEYS AND MAPPING



Date: March 12, 2014

Project No.

EXHIBIT A

Client:	TRC	Consultant:	Adobe Associates, Inc.
Name:	Mark Imbriani	Name:	Aaron R. Smith
Address:	10680 White Rock Road, #100	Address:	1220 N. Dutton Avenue
City, St, Zip:	Rancho Cordova, CA 95670	City, St, Zip:	Santa Rosa, CA 95401
Phone:	916-366-0632 Cell: 916-812-9605	Phone:	(707) 541-2300
Fax:	916-366-1501	Fax:	(707) 541-2301
Email:	mimbriani@trcsolutions.com	Email:	asmith@adobeinc.com
		License No:	PLS 7901 Exp. 12/31/13

Project Name: Frasier Creek

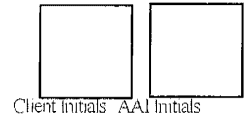
Scope of Services

Project Understanding

The County of Sonoma is looking to replace the existing bridge over Frasier Creek with a new bridge and therefore topographic mapping is necessary for the proper design and placement of the bridge. It is understood that the existing bridge will be replaced by a new bridge that will be adjacent to the existing bridge and right-of-way or easements will need to be granted to the County of Sonoma. It will be the responsibility of the Client/County to obtain these rights from the appropriate land owner(s) and it will be the responsibility of Adobe Associates to draft legal descriptions and plats to be used with the grant documents for the right-of-way or easement. It will also be the County or Clients responsibility to coordinate with the land owner for permission to perform mapping on their property. There will not be any cost savings or mobilization reduction because we are mapping a new area and will not affect our work at Big Sulphur.

Task 1) Topographic Mapping (Survey)

We will provide a topographic map as outlined in the attached Exhibit B (Google Image with red outline of the area) with 2' contours at a scale of 1"=20'. The area on the downhill side of the road is heavily vegetated, steep with minimal visibility so we are proposing to only map approximately 35-50 feet downhill of the road edge of pavement. The uphill side is much easier to map except for Frasier Creek channel, so because of that, we will map approximately 75-100 feet uphill of the road edge of pavement and extend the mapping to capture more of Frasier Creek as outlined in Exhibit B to accommodate bridge design work upstream on Frasier Creek from the existing bridge. We will locate trees that are 8" in diameter or greater, fences, edge of pavement, cattle guards, overhead wires, bridge abutments, flow lines, grade breaks, and other significant, visible site features at the time of the survey. It was noticed that there appears to be a disk (Bench Mark) on the northwesterly headwall and that will be used for our site Bench Mark and the elevation or datum will be established from public record or from information provided by the client or County of Sonoma. We are not proposing to perform detailed cross sections of Frasier Creek



at the main creek (Big Sulphur) nor mapping it except for what is proposed in Task 2. If that is necessary, we will need to revise our scope and fee. See Task 2 for cross section work on Frasier Creek and Big Sulphur Creek.

Note: In reviewing the data supplied to us by TRC which was some topographic mapping point data we will be able to utilize some of that information for incorporation into our mapping and therefore reduce the pricing for the topo survey. This data has not been field verified as to its accuracies and upon review of the data after field work we will discuss with the client if the data is not sufficient for design work.

Fee: \$9,650

Task 2) Cross Sections (Survey)

We will provide the 8 cross sections as outlined in the jpg sent to us on June 4, 2013 attached as Exhibit C. The cross sections on the opposite of Big Sulphur is intended to just be one shot beyond the top of bank or approximately 25-30 feet past the top. Features will not be identified as a part of these cross sections, such as trees, but only ground features such as grade breaks, flow lines, low points, top of banks, edge of pavement.

Fee: \$3,850

Task 3) Legal Descriptions and Plats for Acquisitions (survey)

We will prepare the legal descriptions and plats for the area needed to acquire the property for the placement and construction of the bridge. We will not coordinate any other aspects of the acquisition except for the location, review and approval of the descriptions and plats from the County of Sonoma Public Works Department. We will also provide a description for a Temporary Construction Easement and a Plat. The design team will need to provide direction as to its location for platting and describing. It does not appear that the existing right-of-way has been surveyed or mapped and therefore a Record of Survey will be necessary for the proper monumentation and mapping of the acquired rights.

Fee: \$2,850

Task 4) Record of Survey (survey)

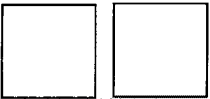
We will set monuments at the new location of the right-of-way as acquired for the bridge, the permanent monuments will be placed for the future retracement of the right-of-way, we will prepare the required survey map, have it reviewed by the County of Sonoma and recorded in the office of the County Recorder's Office. This Record of Survey will only reflect the location of the new right-of-way in relationship to the existing road and existing monuments along the road westerly of our site per the recorded map filed in book 411 of Maps, pages 16-32, Sonoma County Records.

Fee: \$5,300

Task 5) Reimbursable Expenses (survey)

It is expected that there will be some reimbursable expenses for blueprinting, researching record documents, postage, filing fee for the Record of Survey, etc... These will be billed according to the actual expense incurred provided this fee is paid to Adobe Associates at the start of the project.

Fee: \$1,100


Client Initials AA Initials

Additional Services: Additional services may be provided, if authorized by Client; shall be charged at the rates in effect at the time of the work (see attached current fee schedule) and paid for by Client as provided in this agreement. Additional services may include: services not outlined in Scope of Services, project representation at site meetings or public hearings, additional design and plan preparation; revisions to design and plans necessitated by conditions beyond our control.

Reimbursable Expenses: Reimbursable expenses shall consist of actual expenditures made by Consultant in the interest of the project for: blueprinting, reproduction, postage and handling of drawings, specifications and other documents; expense of overtime work requiring higher than regular rates (see Fee Schedule), if authorized by Client; expense for additional insurance coverage or limits, including professional liability insurance, requested and authorized by Client in excess of that normally carried by the Consultant.

Proposal Amount:

Task 1:	Topographic Mapping (Survey)	\$9,650
Task 2:	Cross Sections (Survey)	\$3,850
Task 3:	Legal Description and Plat (Survey)	\$2,850
Task 4:	Record of Survey (Survey)	\$5,300
Task 5:	Reimbursables (Survey)	\$1,100

Proposal is valid for 60 days from date of this Exhibit. Additionally, this proposal amount does not include any agency fees or title company services or services required from other design consultants.

Thank you for this opportunity to be of service.



Google earth

feet
meters

100

600



Exhibit B
1-30-2014

Geysers Road Bridge at Frasier Creek

Exhibit C



Legend

— Cross Section Locations

100 50 0 100 Feet



Attachment B-2
GEOTECHNICAL



Taber Consultants
3911 West Capitol Avenue
West Sacramento, CA 95691-2116
(916) 371-1690
(707) 575-1568
Fax (916) 371-7265
www.taberconsultants.com

January 30, 2014

Mr. Mark Imbriani
TRC
10680 White Rock Road, Suite 100
Rancho Cordova, CA 95670

Subject: Geotechnical Services Proposal
Frasier Creek Bridge on Geysers Road
Existing Bridge No. 20C-0227
Sonoma County, California

2013-0038

Dear Mr. Imbriani:

We are pleased to present this proposal to provide geotechnical engineering services for use in planning and design of new bridge foundations.

In general, our proposed services include site review; review of available data (including Caltrans files and any available County records for the existing bridge); drilling and sampling of test borings; field engineering/geology; laboratory soils testing; the "Log of Test Borings" drawing; engineering evaluation and analysis, preliminary Foundation Report and draft and final Foundation Reports. Follow-up services, including limited allowance for bidding assistance, are also included with the services described below.

Project Description

The existing structure, built in 1941, is a two-span, two-lane bridge of length 42±ft and width 24-ft according to the Caltrans Local Agency Bridge List. Documentation of the existing foundations was not provided and, for the purposes of this proposal, considered unknown.

The proposed bridge replacement is either on the same line and grade or shifted slightly upstream from the existing with similar grade. Bridge widening is anticipated to conform to current roadway and bridge standards. It is expected that the bridge and approach roadways will be at least two-lanes in width and include minimum shoulder widths. The proposed bridge width is assumed to be approximately 32-ft with two 12-ft traveled lanes and approximately 60-ft in length.

The proposed bridge span configuration is still unknown at this time but will likely consist of post tensioned concrete slab bridge or similar. Tentatively, Caltrans Standard driven piles or Cast-in-Drilled-Hole (CIDH) pile foundations (standard or larger diameter, greater than 2-ft) established in weathered/decomposed Franciscan sedimentary rock or ancient colluvial materials are considered most appropriate.

Because the roadway may be shifted slightly to the north, a soldier pile wall or similar will likely be required at the northwest corner of the proposed bridge. Wall heights are likely

Taber Consultants
Engineers and Geologists

less than 15-ft and the wall length is undetermined at this time but will likely be approximately 90 to 120-ft in length depending on roadway geometry and allowable approach speeds. Channel modifications are not indicated for this project.

Project Approach

We expect that geotechnical services for this project will be provided in conjunction with the Geysers Road Bridge on Big Sulphur Creek Project (Taber Job No. 2012-0058). The first phase of our services will include a preliminary geotechnical study that includes reconnaissance and preliminary data gathering activities at the bridge approaches and proposed foundation areas. This will include seismic refraction profiling and geologic reconnaissance to qualitatively assess overall slope stability in the bridge vicinity. The second phase of geotechnical services will be the design phase services that will include exploratory borings.

This approach will provide preliminary data after initial reconnaissance and evaluation and will help move the design forward while waiting on permits for the Big Sulphur Creek Bridge. This will help ensure that only one rig mobilization will occur for both projects.

The exploration program for the bridge is based on the assumption that the bridge will consist of one span with appurtenant retaining wall on the northwest side of the bridge. Three boreholes will be completed to assess the support conditions for both the bridge and the retaining wall. It is assumed that all borings will be outside the active channel and a California Fish and Wildlife permit will not be required.

A Preliminary Foundation Report will be delivered for the first phase to be used for Type Selection submittals and initial design iterations for the bridge foundations and potential appurtenant structures. Results from both phases will be presented in a draft and then final Foundation Report for the bridge and appurtenant structures.

Scope of Services

An allowance for an initial kick-off meeting has been included for the Taber principal-in-charge and project manager to attend. It is assumed the kick-off meeting will take approximately one-hour; the allowance includes travel to and from the County offices. Taber has included an allowance for participation in Project Development Team (PDT) teleconference meetings. A total of three hours has been included for six half-hour meetings.

For the bridge, proposed site exploration includes three sampled test borings to depth 70±ft; one hole at each abutment and one hole along the retaining wall alignment to adequately characterize the subsurface conditions.

Two shallow test borings will be drilled at the project limits in evaluation of subgrade materials for design of pavement sections at proposed roadway conform to existing road.

Borings will be logged and materials field classified by a field engineer or geologist. Samples will be taken at approximately 5-ft intervals using split-spoon samplers.

Laboratory testing is expected to be limited to moisture content-dry density, unconfined compression strength, engineering classification and soils corrosivity tests on selected samples. Two Stabilometer Resistance "R"-value tests are included for evaluation of pavement structural section requirements.

The Foundation Report will summarize the encountered subsurface conditions, will include details of engineering analysis and evaluations, will include the "Log of Test Borings" drawing and will report recommendations for type, level, allowable loading and installation conditions for specific foundation elements. Site seismicity evaluation will be based on data obtained for foundations, with reference to current Caltrans procedures (including SDC v. 1.7). The study will include evaluation of secondary seismic effects such as liquefaction, lateral spreading, slope instability and loss of foundation capacity. The study report will also include geotechnical recommendations for any approach cuts, fills, and retaining or mechanically stabilized earth wall support, if/as necessary.

Project deliverables will include:

- Draft Preliminary Foundation Report
- Final Preliminary Foundation Report
- "Log of Test Borings" drawing
- Draft Foundation Report
- Final Foundation Report

Initial Site Assessment

An Initial Site Assessment (ISA) is included to provide an evaluation of the potential presence of materials that could impact project costs. The will include a site visit by a professional geologist, review of environmental database documents and a screening level sampling program for lead paint on structures, asbestos construction materials, and chromium and lead content for roadway striping. Review by a certified asbestos consultant is also included in these services. A report of findings and potential hazardous materials affecting the project will be submitted. The certified asbestos consultant report will be appended to the ISA.

Initial Site Assessment does not include an Aerially Deposited Lead (ADL) study. These services are specifically excluded from this scope of services. However, Taber Consultants is capable of providing such services and, if requested, we can provide a separate scope of services and fee for an ADL study.

Exploration Details

Field exploration will be performed within existing County right-of-way. Rights-of-entry to private land, if required, are assumed to be provided by the client or County. Taber Consultants will obtain County permits as necessary. Encroachment permits are expected to be "no fee" permits.

All drilling will be performed outside the active channel. A California Fish & Wildlife permit will not be required. However, coordination with the Big Sulphur Creek Bridge project will require waiting on that project's permits.

Traffic control will be required for all borings drilled from the roadway. Due to the low traffic road, it is anticipated that only signs and cones will be required at this site. It is anticipated that 3 days of traffic control devices will be required. We will mark all drill sites prior to exploration and will coordinate with Underground Service Alert (USA) regarding drilling operations.

All drill fluids will be contained during drilling operations and, along with any drill cuttings, disposed of outside the active channel. This office will obtain a Sonoma County environmental health permit and grout backfill test borings as required.

No "hazardous materials" are evident or known to be at the site. If such materials are encountered during exploration, the client and the County will be notified and a modified scope of services may be required.

Schedule and Fee

Pending availability of appropriate design data and site accessibility/ permits, we can typically commence field work within one to two weeks after authorization to proceed. The proposed scope of field exploration for the design phase is expected to require about 3 days on site. The Big Sulphur Creek Bridge project schedule will control the timing of the design field operations for this project.

We would expect the draft foundation report to be completed within six weeks after completion of the field study and laboratory testing assuming that bridge loads and other pertinent information (electronic versions of general plan and site topography) is received by this office.

Preliminary evaluations of field and laboratory test data can be discussed shortly after completion of field exploration. Data will be available to allow for progress of structure/foundation design prior to completion of the final written report.

Fees for our services are based on the time and effort required in accordance with our current fee schedule (January 1, 2014, attached). Estimated work effort and fee for the proposed scope of services is outlined on the attached work sheet. Fees are estimated at approximately \$71,979 of which approximately \$23,500 is allocated as DBE dollars

Mr. Mark Imbriani
TRC
January 30, 2014



2013-0038

(approximately 32% of the fee estimate). We would be happy to discuss modifications to scope, schedule and fee based on more detailed project information and defined alignments.

* * * * *

If you have questions on any of the above, or if we have misinterpreted the desired scope of services, please don't hesitate to call.

Very truly yours,
TABER CONSULTANTS

Martin W. McIlroy, C.E.G., P.E.
Principal

Enclosure: Fee Schedule (January 1, 2014)
Services Effort and Fee Estimate

Attachment B-3
HYDROLOGY AND HYDRAULICS



1243 Alpine Road, Suite 108
Walnut Creek, CA 94596
Phone: 925.941.0017
Fax: 925.941.0018
www.wreco.com

**CONSULTING ENGINEERING SERVICE
GEYSERS ROAD OVER FRASIER CREEK BRIDGE, BRIDGE NO. 20C-0227
Sonoma County**

*April 5, 2013
By WRECO*

WRECO GENERAL SCOPE OF WORK

For the Geysers Road over Frasier Creek Bridge Project (Project), WRECO will be responsible for the Bridge Location Hydraulic Study Memo and Bridge Design Hydraulic Study Report. WRECO will provide the Project Team's structural engineers with necessary hydraulic data for their bridge structure and foundation design. WRECO will attend one (1) kickoff meeting for both the Geysers Road over Frasier Creek Bridge and the Geysers Road over Big Sulphur Creek Bridge projects. WRECO will also conduct the initial site visit on the same day.

WRECO DETAILED SCOPE OF WORK

Task 1 Project Meetings

WRECO will attend the Project kickoff meeting and participate in two (2) conference calls with the Sonoma County (County) and Project Team staff.

Task 2 Data Review

WRECO will review available data, including previous studies, provided by the County and the Project Team. Key information to review will be the available hydrologic and hydraulic data for Frasier Creek.

Task 3 Field Reconnaissance

WRECO will conduct a field reconnaissance to assess the existing conditions in the vicinity of the Project site.

Task 4 Hydrologic Assessment

WRECO's preliminary research of the Federal Emergency Management Agency's (FEMA) Flood Insurance study (FIS) indicated that there was no detailed study available at the bridge site. WRECO will coordinate with the County to confirm whether the most recent Frasier Creek hydrology is available. If the information is not available, WRECO will perform hydrologic analyses using at least two of the three different methods for the creek crossing: USGS Regional Regression Method, USGS Gaging Station Flow Data, and Unit Hydrograph Method.

Task 5 Hydraulic Analyses

WRECO will perform the hydraulic analyses of Frasier Creek using the U.S. Army Corp of Engineer's HEC-RAS computer model to determine the design flow characteristics of the 100-year, 50-year, and overtopping flows, including water surface elevations (depths) and velocities, for the existing and proposed conditions. WRECO will coordinate with the Project Team to obtain the surveyed channel cross-sections to be used for the hydraulic models and integrate the proposed bridge design into the hydraulic models.

**Attachment B-4
REVEGETATION**



1243 Alpine Road, Suite 108
Walnut Creek, CA 94596
Phone: 925.941.0017
Fax: 925.941.0018
www.wreco.com

**CONSULTING ENGINEERING SERVICE
GEYSERS ROAD OVER FRASIER CREEK BRIDGE, BRIDGE NO. 20C-0227
Sonoma County**

*April 5, 2013
By WRECO*

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WRECO will attend the Project kickoff meeting and participate in two (2) conference calls with the Sonoma County (County) and Project Team staff.

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Task 6 Bridge Location Hydraulic Study

WRECO will perform a Location Hydraulic Study and conduct a floodplain risk assessment for the proposed Project. WRECO will prepare a Bridge Location Hydraulic Study Memo, which will include the standard Summary of Floodplain Encroachment Form and technical discussions.

➤ [Deliverables: Bridge Location Hydraulic Study Memo \(Draft and Final\)](#)

Task 7 Scour Analysis

WRECO will perform a bridge scour analysis to determine the scour potential for the proposed Project per the methodology specified in the Federal Highway Administration's HEC-18 and HEC-23 Manuals. WRECO will make recommendations on the need for scour countermeasures.

Task 8 Bridge Design Hydraulic Study Report

WRECO will prepare a Bridge Design Hydraulic Study Report to summarize the results from the hydraulic and bridge scour analyses and recommendations for bridge scour countermeasures. The report will include all the detailed hydraulic model output.

➤ [Deliverables: Bridge Design Hydraulic Study Report \(Draft and Final\)](#)

WRECO SCHEDULE OF DELIVERABLES

The Bridge Location Hydraulic Study Memo delivery schedule will correspond with the overall environmental study delivery schedule.

The draft Bridge Design Hydraulic Study Report will be submitted with the Project Team's Bridge Type Selection Report. The final Bridge Design Hydraulic Study Report will be submitted after the review comments on the draft report are addressed and the bridge design is finalized by the Project Team.

Attachment B-4
REVEGETATION

January 23, 2014

FDG Proposal No. 2014-008

TRC Engineers
Mark Imbriani, Vice President
10680 White Rock Road, Suite 100
Rancho Cordova, California 95670

RE: Proposal – Geysers Road Bridge over Frasier Creek, Sonoma County

Dear Mr. Imbriani,

Thank you for the opportunity to present you with this proposal for landscape architectural and revegetation plan services for your Geysers Road bridge replacement project over Frasier Creek. This letter establishes a proposed scope of services and budget for working with you to coordinate with County Staff, TRC and other consultants to ultimately have the project installed.

This Firma Design Group (FDG) proposal is based on my conversation with you over the telephone and the emailed information received on January 20, 2014.

SCOPE OF WORK:

Task 1: Preliminary review, site visit, administration

Firma Design Group staff will attend a project kick-off meeting and site visit with County and TRC staff to review the proposed scope of work, existing site conditions, and administer the contract between TRC and Firma Design Group. Firma Design Group will also seek assistance from TRC staff to provide any technical information not provided for within the documents already passed along. FDG will attend up to four meetings during this task. FDG will contact applicable review agencies (i.e. Fish & Game, SCWA, etc.) and review their requirements, coordination with agencies during design. During this task, we will also procure any additional information needed, and conduct coordination/consultation exercises.

Task 2: Conceptual Landscape Plans, specifications and estimates

Firma Design Group will conduct thorough research and reconnaissance to determine appropriate landscape design options for the mitigation plan, as well as site features and layout. Firma Design Group will provide TRC staff with preliminary landscape plans and cost estimates for review and comment. The preliminary landscape plan will show tree, shrub, and groundcover locations, as necessary, and include the following information: symbol legend, notes, plant size at maturity, and water requirements (it is assumed that irrigation facilities are unavailable).

Deliverables:

Preliminary Landscape Plan

Preliminary Irrigation Needs (assumed that there is no water, determine water application methodology)

Preliminary Construction Cost Estimate in Microsoft Excel spreadsheet

Task 3: Construction Plans, specifications and estimates

Firma Design Group will incorporate plan changes based upon comments from County staff and submit final draft plans (90% construction documentation) for another review by staff. Upon final

review by County staff, Firma Design Group will prepare final bid documents and cost estimates for all construction work and technical specifications. Firma Design Group will incorporate the necessary technical specifications into Caltrans standard special provisions (in Microsoft Word). These shall include a Planting Plan, Irrigation Specifications, and Construction Details showing the planting and details for their construction/installation. The drawings will meet all code and agency requirements for this project. Firma Design Group will attend (1) Team Meeting for project participation and specification approval/review.

ITEMS TO BE PROVIDED BY CLIENT:

The following items are requested by Firma Design Group (FDG) prior to us starting work on the project:

1. CAD file of topography with all field survey topo shots; CAD file of property line.
2. CAD file of architectural footprint and elevations, site plan.
3. Topographic Maps and Property Line Survey (AutoCAD R2007 format)
4. Easements, underground contamination and Environmental restrictions.
5. Location of all existing elements (bridge, paving, underground utilities, & existing vegetation. Any site mapping to obtain this information by our office will be on a time & material basis).

EXCLUSIONS:

We exclude the following items from this proposal, as the work required to complete them cannot be determined at this time.

1. City, County, or State application, permit, or plan checking fees that may be required.
2. Any work, mapping, research, or meetings not listed above. One site meeting and one project meeting is included in our scope. Response to normal/minor plan check comments are included in our fee. Additional meetings, and response to plan check comments (that require site plan changes) will be billed on a T&M basis outside the scope of this proposal per our current billing rate schedule.
3. Iterations or changes to the site plan beyond our control.
4. Design Review meetings or other planning meetings.
5. Any drainage calc's or improvement design for off-site flows through the site.
6. Offsite improvement or utility plans.
7. Observations of construction or assistance with bidding information and/or questions.
8. Environmental Documents (Biotic studies, Negative Declarations, etc.)
9. Additional services from sub-consultants: surveyors, engineers, artists, and sculptor (costs + 15%).

FEES:

Revegetation and Landscape Plans

Task 1 \$ 3,516.00

Task 2 \$ 4,050.00

Task 3 \$ 4,955.00

Total Budgeted Fees \$ 12,521.00

This proposal is a fixed fee amount. Note that any planning approval or other governmental body approval may require items that are not in this scope of work, or change the scope. If that occurs, we will provide you with a change order to complete those. Work will be billed on a lump sum basis

(per our most current hourly rate and billing policy - updated annually), not to exceed \$ 12,521.00 without approval from you first.

ADDITIONAL SERVICES AND OTHER COSTS:

Invoices will be billed on a monthly basis, and are due upon receipt. FDG reserves the right to stop work on any project for which any invoice has not paid within 30 days of the date of the invoice. Outside services will be billed at cost plus a 15% service charge. January 23, 2014 Mark Imbriani

If this proposal is agreeable to you, please contact our office, and I will send you our standard contract agreement.

Thank you for considering Firma Design Group for your landscape architectural services. If you have any questions, please call me at (707)792-1800, or contact me by email at mike@firmadesigngroup.com. We look forward to working with you on this project.

Sincerely,
Firma Design Group



Michael Cook, RLA, CLIA
Vice President, Planning & Landscape Architecture

State Board of Landscape Architects:

Landscape Architects are regulated by the State of California. Any questions concerning a Landscape Architect may be referred to the Landscape Architectural Technical Committee at:

Landscape Architectural Technical Committee
400 R Street, Suite 4000
Sacramento, CA 95814
(916) 445-4954

EXHIBIT "A"
SCOPE OF SERVICES
BRIDGE REPLACEMENT ON GEYSERS ROAD AT FRASIER CREEK

Attachment C

PROJECT SCHEDULE

<u>Scheduled Submittal</u>	<u>Working Days From Notice to Proceed</u>
Phase 1 Preliminary Design	200
Environmental Clearance	250
Phase 2 Submittals:	
30% Submittal	280
60% Submittal	380
Draft PS&E Submittal	470
Final PS&E Submittal	520

EXHIBIT "A"
SCOPE OF SERVICES
BRIDGE REPLACEMENT ON GEYSERS ROAD AT FRASIER CREEK

Attachment D

FEE

ATTACHMENT D
PAYMENT PROVISIONS
FOR
BRIDGE REPLACEMENT ON GEYSERS ROAD AT FRASIER CREEK

SPECIFIC RATES OF COMPENSATION – BASIC SERVICES

1. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in CONSULTANT's Rate Schedule attached hereto. The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. These rates are not adjustable until January 1, 2016, at which point a 5% escalation will be allowed.
2. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are identified in the fee proposal.
3. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the FY2014 Per Diem Rates for Santa Rosa, California, attached hereto.
4. Progress payments will be made monthly in arrears based on services provided and actual costs incurred.
5. The total amount payable by COUNTY hereunder shall not exceed the sum of \$508,418.40, unless authorized by an amendment to this Agreement.

SPECIFIC RATES OF COMPENSATION – SUPPLEMENTAL SERVICES

The basis of payment for the supplemental services provided under this agreement shall be at the standard hourly rates specified in CONSULTANT's Rate Schedule attached hereto. The fee shall be negotiated for each individual supplemental service.

1. The County shall reimburse the Consultant at standard hourly rates as listed in the attached Rate Schedule.
2. The Consultant shall be reimbursed for actual travel expenses incurred in accordance with paragraph 3 under Basic Services.



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[Home](#) > [Policy & Regulations](#) > [Travel and Relocation Policy](#) > [Per Diem](#) > [Per Diem Rates](#) >

FY 2014 Per Diem Rates for Santa Rosa, California

(October 2013 - September 2014)

SEARCH BY CITY, STATE OR ZIP CODE		
Enter your city <input type="text" value="Santa Rosa"/>	OR	Enter your ZIP Code <input type="text"/>
<input type="button" value="FIND PER DIEM RATES"/>		Per Diem Map >
<input type="text" value="California"/>		

ADDITIONAL PER DIEM TOPICS

[Meals & Incidental Expenses Breakdown \(M&IE\)](#)
[FAQs](#)
[State Tax Exemption Forms](#)
[Factors Influencing Lodging Rates](#)
[FY 2014 Per Diem Highlights](#)
[Fire Safe Hotels](#)
[Have a Per diem Question?](#)
[Downloadable Per Diem Files](#)

Cities not appearing below may be located within a county for which rates are listed.

To determine what county a city is located in, visit the [National Association of Counties \(NACo\) website \(a non-federal website\)](#).

The following rates apply for Santa Rosa, California

Primary Destination* (1)	County (2, 3)	Max lodging by Month (excluding taxes)												Meals & Inc. Exp.**
		2013			2014									
		Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	
Santa Rosa	Sonoma	114	114	114	114	114	114	114	114	114	114	114	114	81

* NOTE: Traveler reimbursement is based on the location of the work activities and not the accommodations, unless lodging is not available at the work activity, then the agency may authorize the rate where lodging is obtained.

** Meals and Incidental Expenses, see [Breakdown of M&IE Expenses](#) for important information on first and last days of travel.

CONTACTS

[Additional Contacts for](#)
[Travel Management Policy](#)

NEED MORE INFORMATION?

[Rates for Alaska, Hawaii, U.S. Territories and Possessions \(set by DoD\)](#)
[Rates in Foreign Countries \(Set by State Dept.\)](#)
[Federal Travel Regulations \(FTR\)](#)

RELATED TOPICS

[Travel Resources](#)
[E-Gov Travel](#)
[FedRooms](#)
[PCV Mileage Reimbursement Rates](#)

Last Reviewed 2013-11-20

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**TRC ENGINEERS, INC.
FEE PROPOSAL**

PROJECT **GEYSERS ROAD BRIDGE OVER FRASIER CREEK REPLACEMENT**

DIRECT LABOR

Function	Hours	Hourly Rate	Total
Principal	0 @	\$0.00	\$0.00
Project Manager	224 @	\$71.30	\$15,971.48
Senior Project Specialist	0 @	\$0.00	\$0.00
Project Engineer	542 @	\$57.04	\$30,916.22
Senior Engineer	174 @	\$49.91	\$8,684.49
Engineer	1156 @	\$42.78	\$49,454.55
CADD Supervisor	132 @	\$44.56	\$5,882.35
CADD Technician	604 @	\$30.30	\$18,303.03
Desktop Publisher	119 @	\$26.74	\$3,181.82
Admin Assistant	120 @	\$26.74	\$3,208.56
Escalation Factor		0.0%	\$0.00
Total Direct Labor Costs	3,071		\$135,602.50

INDIRECT COSTS

	Rate	Total
Overhead	155.00%	\$210,183.87
Total Indirect Costs		\$210,183.87

DIRECT COSTS

	Quantity	Per Unit	Total
Airfare	1	\$500.000	\$500.00
Mileage	8 trips @ 230 miles per trip	\$0.560	\$1,030.40
Lodging	6	\$114.00	\$684.00
Per Diem	15	\$61.00	\$915.00
Car rental	3	\$90.00	\$270.00
Miscellaneous	2	\$5.00	\$10.00
Mail	10	\$0.49	\$4.90
Overnight Mail	26	\$10.50	\$273.00
Other	6	\$250.00	\$1,500.00
Prints	904	\$0.15	\$135.60
Mylars	49	\$15.00	\$735.00
Copies	1950	\$0.07	\$136.50
Total Other Costs			\$6,194.40

FEE (Profit)	10.00%	\$34,578.64
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SUBCONTRACTOR COSTS (detailed cost estimate attached)

Geotechnical/Testing/Drilling	\$71,978.00
Hydraulics/Hydrology/Scour	\$14,610.00
Surveying	\$22,750.00
Revegetation	\$12,521.00
Total Subcontractor Costs	\$121,859.00

CONTINGENCY/SUPPLEMENTAL SERVICES	\$0.00
--	--------

TOTAL COST	\$508,418.40
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COUNTY OF SONOMA
GEYSERS ROAD BRIDGE OVER FRASIER CREEK

TRC ENGINEERS
DESIGN FEE ESTIMATE WORKSHEET
EXHIBIT D

Date: 03/12/14
Overhead %: 155%
Profit %: 10%

Project: 214336
Increase: 0.0%
Sub administration: 0%

Expenses Total- Phase 1	
Description	Amount
Travel	
Airfare (round trips)	\$500
Mileage	\$515
Lodging	\$456
Per Diem	\$427
Car Rental	\$270
Misc.	\$10
Travel Subtotal	\$2,178
Other Direct Costs	\$1,227
Subconsultants Admin. Costs	\$0
ODC Subtotal	\$1,227
Total	\$3,406

Expenses Total- Phase 2	
Description	Amount
Travel	
Airfare (round trips)	\$0.00
Mileage	\$515
Lodging	\$228
Per Diem	\$488
Car Rental	\$0
Misc.	\$0
Travel Subtotal	\$1,231
Other Direct Costs	\$1,558
Subconsultants Admin. Costs	\$0
ODC Subtotal	\$1,558
Total	\$2,789

Subconsultants	
Name	Amount
Adobe	\$22,750.00
Taber	\$48,789.00
Wreco (DBE)	\$14,610.00
Woodward Drilling (DBE)	\$23,189.00
Firma Design Group	\$12,521.00
Circlepoint	\$0.00
Total	\$121,859

Total Fee Estimate	
Labor- Phase 1	\$114,145.00
Labor- Phase 2	\$266,220.00
Subconsultants	\$121,859.00
Expenses Phase 1	\$3,405.64
Expenses Phase 2	\$2,788.76
Contingency-Supplemental	\$0.00
Total	\$508,418.40

DBE % = 7.43%

3/12/2014

Increase:	0.0%
Sub admin:	0%
Overhead %:	155%
Profit %:	10%

Frasier Creek Bridge_Fee_2014-03-11,Task 1-Basic-Civil

Increase:	0.0%
Sub admin:	0%
Overhead %:	155%
Profit %:	10%

[illegible]

COUNTY OF SONOMA
GEYSERS ROAD BRIDGE OVER FRASIER CREEK
PHASE 2-FINAL BRIDGE DESIGN BASIC TASKS

TRC ENGINEERS
DESIGN FEE ESTIMATE WORKSHEET
2014

Project:
193528

Increase: 0.0%
Sub admin: 0%
Overhead %: 155%
Profit %: 10%

LABOR																										
Phase #	Phase Description	Principal	Senior Proj Spec	Project Manager	Project Engineer	Senior Engineer	Engineer	CADD Supervisor	CADD Technician	Desktop Publisher	Administrative Assistant	Total Hours	Total \$	Phase Subtotals	% of											
		Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	\$	Hrs	\$	Total										
	Phase II-Final Design Basic Tasks											0	0			0%										
2.A	Final Design Startup				6		4					10	1440	10	1440	1%										
2.B	Approach Design Work															0%										
2.B.1	Roadway Civil Design											0	0			0%										
2.B.2	Traffic Design											0	0			0%										
2.B.3	Utility Coordination/Design											0	0			0%										
2.B.4	Channel Work Design											0	0			0%										
2.B.5	Culvert Replacement Design											0	0			0%										
2.B.6	Retaining Wall and Embankment design			4	12	12	60	2	16			106	13210			0%										
2.B.7	Revegetation											0	0			0%										
2.B.8	SWPPP/EC											0	0	106	13210	8%										
2.C	Bridge Design Work															0%										
2.C.1	General Plan Approval			2	4		4	2	4	2	2	20	2410			0%										
2.C.2	Bridge Design and Detailing			4	40	16	240	36	180		4	520	58340			0%										
2.C.3	Bridge Design Check			2	12	8	140	8	40		4	214	24940	754	85690	59%										
2.D	30% and 60% Plans Submittal			4	16	8	12	6	12	2	2	62	7990	62	7990	5%										
2.E	Specifications and Cost Estimate															0%										
2.E.1	Specifications			4	12	32				4	2	54	7650			0%										
2.E.2	Cost Estimate				12	4	40		40			96	10680	150	18330	12%										
2.F	Quality Control			16	12							28	5120	28	5120	2%										
2.G	Draft PS&E Submittal			4	8	8	16	4	12	2	4	58	7090	58	7090	5%										
2.H	Permits				4					1		5	715	5	715	0%										
2.I	Final PS&E											0	0			0%										
2.I.1	Final Revisions			2	8	4	8	4	12	2		40	4870			0%										
2.I.2	Final Submittal			2	4	2	4	2	4	2	2	22	2690	62	7560	5%										
2.J	Project Management & Coordination & Meetings			12	24							36	6240	36	6240	3%										
2.K	Bid Phase Services			4	8				2	1	1	16	2400	16	2400	1%										
																0%										
																0%										
																0%										
Totals Page 2		Hrs	0	Hrs	0	Hrs	60	Hrs	182	Hrs	94	Hrs	528	Hrs	64	Hrs	322	Hrs	16	Hrs	21	1287	1287	155785	100%	
Fee/Classification		Rate	0.0	Rate	192.5	Rate	200.0	Rate	160.0	Rate	140.0	Rate	120.0	Rate	125.0	Rate	85.0	Rate	75.0	Rate	75.0	Rate	0.0	Rate	0.0	Rate
			0		0		12000		29120		13160		63360		8000		27370		1200		1575		155785		hours ok	
% of Total Hours/Classification			0%		0%		5%		14%		7%		41%		5%		25%		1%		2%		100%		\$ ok	
Totals Pages 1 and 2		Hrs	0	Hrs	0	Hrs	112	Hrs	340	Hrs	134	Hrs	872	Hrs	114	Hrs	512	Hrs	48	Hrs	62	2194	2194	266220		
		Rate	0.0	Rate	192.5	Rate	200.0	Rate	160.0	Rate	140.0	Rate	120.0	Rate	125.0	Rate	85.0	Rate	75.0	Rate	75.0					
Fee/Classification			0		0		22400		54400		18760		104640		14250		43520		3600		4650		266220		hours ok	
% of Total Hours/Classification			0%		0%		5%		15%		6%		40%		5%		23%		2%		3%		100%		\$ ok	

Travel

ODC's

Total Travel and ODC's

\$3,405.64

Travel

ODC's

Total Travel and ODC's

\$2,788.76



10680 White Rock Road
Suite 100
Rancho Cordova, CA 95670

916.366.0632 PHONE
916.366.1501 FAX

www.TRCSolutions.com

January 1, 2014

RATE SCHEDULE

LABOR RATES

Personnel Classification	Hourly Rate
Project Manager	\$ 200.00
Senior Project Specialist	\$ 192.50
Project Engineer/Coordinator	\$ 160.00
Senior Engineer	\$ 140.00
Engineer	\$ 120.00
CADD Supervisor	\$ 125.00
CADD Technician	\$ 85.00
Desktop Publisher	\$ 75.00
Administrative Assistant	\$ 75.00

Rates are effective through the initial term of the agreement.

Similarly titled staff will be billed at equivalent rates (i.e Senior Scientist, Senior Geologist, Senior Environmental Planner, etc. will be billed at the hourly rate for a Senior Engineer)

DIRECT EXPENSE UNIT RATES

Mileage: Current IRS Mileage Rate, currently \$0.56 per mile

Per Diem: US GSA FY2014 Per Diem Rates for Santa Rosa, CA, currently \$114 for lodging and \$61 for meals and incidentals

Other direct costs including telephone, fax, reproduction, and postage will be billed at actual cost.

Subconsultant costs will be billed at actual cost.

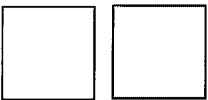
SERVICES

- **Civil Engineering**
- **Land Surveying**
- **Wastewater**
- **Land Planning**
- **Regulatory**
- **Underground Utility Locating**

FEE SCHEDULE For 2014

*As a dedicated provider in a professional service industry
we recognize the success of our business revolves around accessibility
to our clients and understanding and responding to their needs.*

Professional Witness	\$275/hour
Principal	\$185/hour
Licensed Staff/Associate Principal	\$135-175/hour
Project Manager	\$145-165/hour
Civil Engineer/Surveyor Designer/Technician	\$85-140/hour
CAD Draftsperson	\$85-125/hour
Field Crew (two person crew)	\$185-250/hour
Field Crew (three person crew)	\$265-375/hour
Field Crew (GPS)	\$250/hour
Storm Water Lab Tech (in-house)	\$85/hour
Clerical/Bookkeeping (in-house)	\$60-75/hour
Notary Public	\$10/signature
ATV Charge	\$45/hour
Mileage	Federal Standard Rate
Travel	Hourly Rate
Reproduction (in-house)	30" x 42" \$3.50/sheet 24" x 36" \$2.50/sheet 18" x 26" \$1.50/sheet
Photocopies	\$0.25/sheet
Coordination/Handling Fee	15% of fee
(Sub-Consultants, Agency fees paid by us, printing/reproduction by others, lab tests, postage and shipping, travel expenses, etc.)	
Authorized Overtime: Hourly Rate Multiplier	1.25


Client Initials AAJ Initials

Additional Services: Additional services may be provided, if authorized by Client; shall be charged at the rates in effect at the time of the work (see attached current fee schedule) and paid for by Client as provided in this agreement. Additional services may include: services not outlined in Scope of Services, project representation at site meetings or public hearings, additional design and plan preparation; revisions to design and plans necessitated by conditions beyond our control.

Reimbursable Expenses: Reimbursable expenses shall consist of actual expenditures made by Consultant in the interest of the project for: blueprinting, reproduction, postage and handling of drawings, specifications and other documents; expense of overtime work requiring higher than regular rates (see Fee Schedule), if authorized by Client; expense for additional insurance coverage or limits, including professional liability insurance, requested and authorized by Client in excess of that normally carried by the Consultant.

Proposal Amount:

Task 1:	Topographic Mapping (Survey)	\$9,650
Task 2:	Cross Sections (Survey)	\$3,850
Task 3:	Legal Description and Plat (Survey)	\$2,850
Task 4:	Record of Survey (Survey)	\$5,300
Task 5:	Reimbursables (Survey)	\$1,100

Proposal is valid for 60 days from date of this Exhibit. Additionally, this proposal amount does not include any agency fees or title company services or services required from other design consultants.

Thank you for this opportunity to be of service.



Taber Consultants
3911 West Capitol Avenue
West Sacramento, CA 95691-2116
(916) 371-1690
(707) 575-1568
Fax (916) 371-7265
www.taberconsultants.com

SCHEDULE OF FEES

January 1, 2014

PERSONNEL

Administrative Assistant.....	\$75.00/hr
Staff Technician	95.00/hr
Senior Technician	100.00/hr
CAD Technician (software / equipment included).....	110.00/hr
Staff Professional	115.00/hr
Senior Staff Professional	125.00/hr
Project Professional.....	140.00/hr
Senior Professional.....	160.00/hr
Supervisory Professional	195.00/hr
Principal	210.00/hr
Principal – Special Consultation (4-hour minimum)	265.00/hr

EQUIPMENT

Vehicle Use (pickup or automobile)	0.55/mi or 10.00/hr
Nuclear Compaction Test Equipment	100.00/dy
Time Domain Reflectometer.....	100.00/dy
Inclinometer Survey Equipment	300.00/dy
Seismic Timer Survey Equipment.....	500.00/dy
Inductive Probe	900.00/dy
Drill Rig, Crew and Field Test Equipment	Rates Available Per Specific Project Quote (Rotary, Auger, Diamond Coring, Air Drilling and CPT are available in-house as study needs dictate)
Auxiliary and Special Field Testing Equipment	Rates Available Per Specific Project Quote (Tracked Rigs, Drill Barge, Packers, Flow Meter, Piston Sampler, Vane Shear, Dilatometer, etc.)

SOILS LABORATORY

Laboratory Testing – Equipment, Operator and Administration	110.00/hr
(Includes special testing, e.g., triaxial compression, permeability, etc)	
<i>UNIT PRICES FOR SELECTED TESTS – For Other Soils Test Rates See Special Schedule</i>	
Remolded Direct Shear Test (includes three saturated points)	240.00/ea
Unconfined Compression Test (tube samples)	85.00/ea
Unit Dry Weight-Moisture Content (tube or ring samples)	35.00/ea
Maximum Dry Density (ASTM D1557)	220.00/ea
Maximum Dry Density (CTM 216)	230.00/ea
Grain Size Analysis (CTM 202; wet sieve – coarse or fine series).....	110.00/ea
Hydrometer Grain Size Analysis (ASTM D422)	185.00/ea
Sand Equivalent (CTM 217)	110.00/ea
Plasticity Index (ASTM D4318)	130.00/ea
Resistance Value (CTM 301; lime treat add \$35.00; batching add \$20.00).....	240.00/ea
Expansion Index (Remolded - UBC 29-2)	185.00/ea

MISCELLANEOUS

Prevailing Wage Premium on Technical or Exploration Drilling Services: 125% of Regular Rates
Technician Service Minimum: 4-Hours Per Day; Requested Technical Overtime: 125% of Regular Rates
Per Diem Allowance-Field Living Expense: Federal Government Guidelines (by County)
Contract Exploration Drilling Services: Rates Available Per Specific Project Quote
Outside Services / Rentals / Permits / Job Materials: Cost + 15%; CAD Reproduction Charges: \$3.00/sq.ft.
Other Rates, Unit Prices and Service Minimums: Available Upon Request
Expert Testimony and Courtroom, Deposition or Hearing Attendance/Preparation: Special Schedule Available Upon Request

Taber Consultants
Engineers and Geologists

California Corporation; Tax Payer I.D. 94-1712888

Work Effort and Fee Estimate

2013-0038
January 30, 2014



GEOTECHNICAL SERVICES Frasier Creek Bridge on Geysers Road County of Sonoma, California **WORK EFFORT ESTIMATE**

TASK	Principal	Senior Professional	Project Professional	Senior Staff Professional	Staff Professional	CAD Technician	Laboratory Technician	Admin. Assistant	Hours
GEOTECHNICAL SERVICES									
Kick-Off Meeting	8	8							16
PRELIMINARY FOUNDATION REPORT									
Other Meetings	3								3
(PDT Teleconference meetings; 0.5 hours for 6 meetings)									
Site Review/Seismic Refraction Profiles			20			20			40
Research/Mark USA			12						12
Field Exploration					34				34
Permit Processing (County Permits)					8				8
Laboratory Testing					3		32		35
Drafting (gINT Logs and Log of Test Borings)					2	12			14
Engineering/ Geologic Analysis	1	5	5		12				23
Initial Site Assessment	4	20			22	8		2	56
Preliminary Foundation Report	1	8	8		4			4	25
Draft Foundation Report	4	10	12		12			6	44
Final Foundation Report	1	2	2		2			4	11
Plan Review and Consultation	1	4	6						11
TOTALS - GEOTECHNICAL SERVICES:	23	57	65		99	40	32	16	332

FEE ESTIMATE

TASK	Principal	Senior Professional	Project Professional	Senior Staff Professional	Staff Professional	CAD Technician	Laboratory Technician	Admin. Assistant	FEES
Hourly Rate	\$210	\$160	\$140	\$125	\$115	\$110	\$110	\$75	
GEOTECHNICAL SERVICES									
Kick-Off Meeting	\$1,680	\$1,280							\$2,960
PRELIMINARY FOUNDATION REPORT									
Other Meetings	\$630								\$630
(PDT Teleconference meetings; 0.5 hours for 6 meetings)									
Site Review/Seismic Refraction Profiles			\$2,800			\$2,200			\$5,000
Research/Mark USA			\$1,680						\$1,680
Field Exploration					\$3,910				\$3,910
Permit Processing (County Permits)					\$920				\$920
Laboratory Testing					\$345		\$3,520		\$3,865
Drafting (gINT Logs and Log of Test Borings)					\$230	\$1,320			\$1,550
Engineering/ Geologic Analysis	\$210	\$800	\$700		\$1,380				\$3,090
Initial Site Assessment	\$840	\$3,200			\$2,530	\$880		\$150	\$7,600
Preliminary Foundation Report	\$210	\$1,280	\$1,120		\$460			\$300	\$3,370
Draft Foundation Report	\$840	\$1,600	\$1,680		\$1,380			\$450	\$5,950
Final Foundation Report	\$210	\$320	\$280		\$230			\$300	\$1,340
Plan Review and Consultation	\$210	\$840	\$840						\$1,690
SUBTOTAL - Geotechnical Services:	\$4,830	\$9,120	\$9,100		\$11,385	\$4,490	\$3,520	\$1,200	\$43,555.00

OTHER DIRECT COSTS	Quantity	Rate	Unit	Multiplier	Fees
Drill Rig and Crew (mobilization, Cuttings removal and disposal, Drill Rig and Crew, Lump Sum)	1.0	\$23,189	lump	1.00	\$23,189
County Environmental Health Permit (fees and inspections)	1.0	\$725	fee	1.00	\$725
Traffic Control (3 days; signs and cones only)	1.0	\$1,200	lump	1.00	\$1,200
Corrosivity Testing (4 tests at \$140)	4.0	\$140	lump	1.00	\$560
Per Diem (Field Logging, 5 days at \$150)	5.0	\$150	day	1.00	\$750
Seismic Timer (1 day; \$500/per day)	1.0	\$500	day	1.00	\$500
County Encroachment Permit	1.0	NO FEE	lump	1.00	NO FEE
Analytical Testing (Total Lead, dWet Lead, Chromium)	1.0	\$1,500	lump	1.00	\$1,500
SUBTOTAL - Other Direct Costs:					\$28,424.00

TOTAL FEE (Geotechnical Services + Other Direct Costs): \$71,979.00

USE NOT TO EXCEED AMOUNT: \$71,979

DBE Percentage of Fees 32% DBE Dollars \$23,189

**Frasier Creek Bridge on Geysers Road
County of Sonoma, California**

TABER CONSULTANTS

CONTRACT No.
SUB CONSULTANT:

TABER CONSULTANTS
GEOTECHNICAL SERVICES

SUBCONSULTANT COST PROPOSAL
January 30, 2014

DIRECT LABOR

Name	Classification	Hours	Initial Hourly Rate	Total
Martin McIlroy	Principal	23	\$63.21	\$1,453.83
Ron Loutzenhiser	Senior Professional	57	\$48.16	\$2,745.12
Glen Wade	Project Professional	65	\$42.14	\$2,739.10
	Senior Staff Professional	0	\$37.63	\$0.00
Amanda Kahri	Staff Professional	99	\$34.62	\$3,427.38
Xor Vang	CAD Technician	40	\$33.11	\$1,324.40
Ray Downes	Laboratory Technician	32	\$33.11	\$1,059.52
Rosina Florez	Admin. Assistant	16	\$22.58	\$361.28

332	
Subtotal Direct Labor Costs	\$13,110.63
0% Anticipated Salary Increases	\$0.00

TOTAL - Direct Labor \$13,110.63

INDIRECT COSTS

	Rate	Total
Overhead	70.00%	\$9,177.44
Fringe Benefit (Included in OH)	26.00%	\$3,408.76
General & Administrative (Included in OH)	106.00%	\$13,897.27
	202.00%	

TOTAL - Indirect Costs \$26,483.47

FEE (10.00%)

TOTAL - Fee \$3,959.41

OTHER DIRECT COSTS

	Total
Drill Rig and Crew (mobilization, Cuttings removal and disposal, Drill Rig and Crew, Lump Sum)	\$ 23,189.00
County Environmental Health Permit (fees and inspections)	\$ 725.00
Traffic Control (3 days; signs and cones only)	\$ 1,200.00
Corrosivity Testing (4 tests at \$140)	\$ 560.00
Per Diem (Field Logging, 5 days at \$150)	\$ 750.00
Seismic Timer (1 day; \$500/per day)	\$ 500.00
County Encroachment Permit	NO FEE
Analytical Testing (Total Lead, diWet Lead, Chromium)	\$ 1,500.00

\$28,424.00

TOTAL COST \$71,977.51

Total Contract

\$ 71,977.51

Geysers Road over Frasier Creek Bridge Project, Bridget No. 20C-0227
Sonoma County**Work-Hour and Fee Estimate for WRECO Tasks**

Prepared by WRECO

January 20, 2014

Man-Hours

Task	Task Description	Principal Engineer	Senior Engineer	Associate Engineer	Staff Engineer	Technician	Clerical/Tech Editor
1	Project Meetings	2	2	2			
2	Data Review	0.5	2	4			
3	Field Reconnaissance			2			
4	Hydrologic Assessment	0.5	2	4			
5	Hydraulic Analyses	0.5	2	6	16	2	
6	Bridge Location Hydraulic Study						
	<i>Draft Memo Submittal</i>	0.5	1	8	2	1	1
	<i>Final Memo Submittal</i>	0.5	1	2	2		1
7	Scour Analysis	0.5	2	4	8		
8	Bridge Design Hydraulic Study Report						
	<i>Draft Submittal</i>	0.5	4	8	16	1	1
	<i>Final Submittal</i>	0.5	2	2	8		1
Subtotal		6	18	42	52	4	4

Fee**Direct Cost**

	Hours	Hourly Rate	Fee
Principal Engineer	6	\$ 215.00	\$ 1,290.00
Senior Engineer	18	\$ 150.00	\$ 2,700.00
Associate Engineer	42	\$ 110.00	\$ 4,620.00
Staff Engineer	52	\$ 90.00	\$ 4,680.00
Technician	4	\$ 80.00	\$ 320.00
Clerical/Tech Editor	4	\$ 75.00	\$ 300.00
Subtotal Direct Labor	126		\$ 13,910.00

Expenses

Travel & Per Diem	\$ 100.00
Office Misc. & Reproductions	\$ 600.00
Subtotal	\$ 700.00

Total Cost**\$14,610.00**



1243 Alpine Road, Suite 108
Walnut Creek, CA 94596
Phone: 925.941.0017
Fax: 925.941.0018
www.wreco.com

RATE SCHEDULE

Effective January 1, 2014

Principal Engineer	\$200.00	-	\$220.00	per Hour
Supervising Engineer	\$175.00	-	\$200.00	per Hour
Senior Geologist	\$150.00	-	\$175.00	Per Hour
Senior Geotechnical Engineer	\$150.00	-	\$175.00	Per Hour
Senior Engineer II	\$150.00	-	\$175.00	Per Hour
Senior Engineer I	\$120.00	-	\$150.00	Per Hour
Associate Engineer II	\$105.00	-	\$120.00	Per Hour
Associate Engineer I	\$90.00	-	\$105.00	Per Hour
Staff Engineer II	\$80.00	-	\$90.00	Per Hour
Staff Engineer I	\$70.00	-	\$80.00	Per Hour
Senior Biologist	\$115.00	-	\$135.00	Per Hour
Associate Biologist	\$95.00	-	\$115.00	Per Hour
Staff Biologist	\$75.00	-	\$95.00	per Hour
Senior Technician/CADD	\$85.00	-	\$105.00	per Hour
Technician/CADD	\$65.00	-	\$85.00	per Hour
Landscape Designer	\$90.00	-	\$105.00	per Hour
Administrator / Clerical / Tech Editor II	\$80.00	-	\$100.00	per Hour
Administrator / Clerical / Tech Editor I	\$60.00	-	\$80.00	per Hour

- Expenses are invoiced at 110% of cost.
- Unless expressly provided for within the contract, rates in all contracts are subject to increase as of 01/01/2015.
- Rates for deposition and trial time are 1.5 times those shown above.
- Regular Mileage is per IRS rate (currently at \$0.56 per mile) or as otherwise specified in contract.

FIRMA DESIGN GROUP

HOURLY RATES AND BILLING POLICY

Effective January 1, 2014, the following hourly rates will be charged for services rendered. Rates subject to change January 1, 2015.

ENGINEERING

Principal	\$165
Senior Engineer	\$150
Project Manager II	\$130
Engineer	\$115
Design Engineer	\$105
Engineering Tech.	\$99
Drafting Tech.	\$80
Administration	\$65
Surveyor - office time	\$143
Field survey crew	\$220
Field survey crew-Construction Staking	\$245

LANDSCAPE ARCHITECTURE

Principal	\$165
Senior Landscape Architect	\$130
Landscape Architect	\$110
Project Manager I	\$99
Drafting Tech.	\$80
Administration	\$65

PLANNING

Principal	\$165
Senior Land Planner	\$130
Planner	\$108
Junior Planner	\$85
Administration	\$65

Outside costs for prints, deliveries, postage, and any other outside costs, will be charged at cost, plus service charges at the rate of 15%. In-house printing charges are as follows: 8.5"x11" B&W = \$0.05/sht, 11"x17" B&W = \$0.10/sht, 8.5"x11" Color = \$1.00/sht, 11"x17" Color = \$1.75/sht, 24"x36" B&W plots = \$2/sht, up to 36"x48" B&W plots = \$3/sht, 24"x36" Color plots = \$5/sht, up to 36"x48" Color plots = \$8/sht. We also charge for mileage incurred during work performed on your project, the 2013 rate is \$0.70/mile and is charged as a reimbursable expense.

Depositions or court appearances are billed at two times (2x) Principal rates in effect on the job.

Billing will be monthly. Invoices are due and payable upon presentation. Interest at the rate of 1.5% per month commencing thirty (30) days after invoice date will be charged on delinquent accounts.

FIRMA DESIGN GROUP reserves the right to suspend work on any project when invoices have not been paid within thirty (30) days of the invoice date.

EXHIBIT B

Geysers Road Bridge at Frasier Creek Replacement Project Scope of Professional Engineering Services

CONSULTANT shall provide additional environmental support, environmental studies, project management, and other assistance necessary for the environmental cultural studies needed for the Project. The additional tasks are as follows:

PHASE I: PRELIMINARY DESIGN BASIC TASKS

Task 1.O – Additional Cultural Studies

Task 1.O.1 – Environmental Coordination

As a result of the additional environmental studies required per CALTRANS, CONSULTANT will provide engineering support to the environmental team to complete the additional studies required.

Task 1.O.2 – Environmental Technical Studies

CONSULTANT will perform a pedestrian field survey of the larger APE and to incorporate the results of this additional survey work into the final ASR document. This task includes fieldwork and post-field write-up (analysis, interpretation, and mapping). The tasks are described as follows:

Intensive pedestrian survey

An intensive pedestrian survey will be conducted in the additional area identified in the revised APE, not covered by the survey conducted within the original APE. The survey will be conducted using parallel transects, not to exceed 10 meters. The extended APE will be identified and transects will be recorded using hand-help GPS devices. Extended APE overviews, landforms, ground cover, and disturbances will be noted and digitally photographed. Any cultural material will be recorded, photographed, and GPS points taken *in situ*. No subsurface testing will be conducted, and no artifacts will be collected. Findings will be included in the revised ASR.

Revised ASR

Revision of the draft ASR will be conducted under the original scope and budget dated March 12, 2014. Comments by Ms. Reichardt (CALTRANS) that will be addressed, including all edits and additions pertaining to the original APE identified and approved in the original scope, will include general edits, clarifications, and updates to maps and text pertaining to the revised APE.

Additions to the revised ASR, identified by Ms. Reichardt and implemented due to the revised APE and not included or anticipated in the original scope, will be considered out-of-scope and included, along with the pedestrian survey of the revised APE, in this budget amendment, including mapping, methodology and findings covering the revised APE area. Additionally any comments Ms. Reichardt may have on the revised ASR is included in this budget.

Task 1.O.3 – Project Management and Coordination

CONSULTANT shall share information and coordinate with County's Selected Cultural Resources Consultant that will be used to perform detailed cultural resources studies, as required by the CALTRANS Comments (Attached A), and are not being performed by CONSULTANT, as noted herein. This task includes phone conversations with the COUNTY, CALTRANS, and Cultural Resources Consultants.

ATTACHMENTS

- A. Blank
- B. Blank
- C. Blank
- D. Fee & Hourly Rate Schedules
- E. Caltrans Comments Dated 3/3/2017

Attachment A

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Attachment B

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Attachment C

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Attachment D

PAYMENT PROVISIONS FOR BRIDGE REPLACEMENT ON GEYSERS ROAD AT FRASIER CREEK

SPECIFIC RATES OF COMPENSATION – BASIC SERVICES

*Replace Attachment D of the Original Agreement with the following:

1. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in CONSULTANT's Rate Schedule attached hereto and in accordance with the attached Design Fee Estimate worksheet. The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. These rates are not adjustable until January 1, 2019, at which point a 5% escalation is allowed.
2. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are identified in the fee proposal.
3. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the original contract.
4. Progress payments will be made monthly in arrears based on services provided and actual costs incurred.

Replace Clause 5 with the following:

5. The total amount payable by COUNTY under this amendment shall not exceed the sum of \$16,386.10 unless authorized by an amendment to the Agreement.

SPECIFIC RATES OF COMPENSATION – SUPPLEMENTAL SERVICES

*Replace this Section of the agreement with the following:

The basis of payment for the supplemental services provided under this agreement shall be at the standard hourly rates specified in CONSULTANT's Rate Schedule attached hereto. The fee shall be negotiated for each individual supplemental service.

1. The County shall reimburse the Consultant at standard hourly rates as listed in the attached Rate Schedule.
2. The Consultant shall be reimbursed for actual travel expenses incurred in accordance with paragraph 3 under Basic Services.

COUNTY OF SONOMA
GEYSERS RD BRIDGE OVER FRASIER CREEK

TRC ENGINEERS
DESIGN FEE ESTIMATE WORKSHEET
EXHIBIT D

Date: 08/08/17
Overhead %: 155%
Profit %: 10%

Project: 214336
Increase: 0.0%
Sub administration: 0%

	Amount
Travel	
Airfare (round trips)	\$0
Mileage	
Expenses Total- Phase 1	\$246
Lodging	\$500
Per Diem	\$204
Car Rental	\$375
Misc.	\$100
Travel Subtotal	\$1,425
Other Direct Costs	\$0
Subconsultants Admin. Costs	\$0
ODC Subtotal	\$0
Total	\$1,425

	Amount
Travel	
Airfare (round trips)	\$0.00
Mileage	
Expenses Total- Phase 2	\$0
Lodging	\$0
Per Diem	\$0
Car Rental	\$0
Misc.	\$0
Travel Subtotal	\$0
Other Direct Costs	\$0
Subconsultants Admin. Costs	\$0
ODC Subtotal	\$0
Total	\$0

Subconsultants	Amount
Name	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
Total	\$0

Labor - Phase 1	\$14,961.00
Labor - Phase 2	\$0.00
Total Fee Estimate	\$0.00
Subconsultants	\$0.00
Expenses Phase 1	\$1,425.10
Total	\$16,386.10

DBE % = 0.00%

8/8/2017

Increase:	0.0%
Sub admin:	0%
Overhead %:	155%
Profit %:	10%

TRC ENGINEERS

FEE ESTIMATE WORKSHEET

Phase 1 Expenses

Travel

From	Sacramento								
To	Sonoma County								
# of people	2								
# of days	1		# of nights		2				
# of trips	2								
	Rate		#		#				
Airfare (round trips)		x		trips	x		people	=	\$0.00
Mileage	\$0.535	x	230	miles	x	2	trips	=	\$246.10
Lodging	\$125.00	x	2	nights	x	2	people	=	\$500.00
Per Diem	\$34.00	x	3	days	x	2	people	=	\$204.00
Car rental	\$125.00	x	3	days	x	1	people	=	\$375.00
Miscellaneous	\$100.00	x	1	units	x	1	units	=	\$100.00
Total Travel									\$1,425.10

ODC's

	Rate		#						
Mail	\$0.49	x	0	pieces				=	\$0.00
Overnight mail	\$10.50	x	0	pieces				=	\$0.00
Copies	\$0.07	x	0	copies				=	\$0.00
Prints (11x17)	\$0.15	x	0	prints	20 sheets prelim, 6 copies			=	\$0.00
Mylars (11x17)	\$15.00	x	0	prints				=	\$0.00
Mylars (22x34)	\$15.00	x	0	prints				=	\$0.00
Miscellaneous	\$500.00	x	0	units				=	\$0.00
Total ODC's									\$0.00

Total Travel and ODC's	\$1,425.10
-------------------------------	-------------------



10680 White Rock Road
Suite 100
Rancho Cordova, CA 95670

916.366.0632 PHONE
916.366.1501 FAX

www.TRCsolutions.com

January 1, 2017

RATE SCHEDULE

LABOR RATES

Personnel Classification	Hourly Rate
Project Manager	\$ 250.00
Project Engineer/Coordinator	\$ 180.00
Senior Engineer	\$ 155.00
Engineer II	\$ 125.00
Engineer I	\$ 100.00
CADD Supervisor	\$ 140.00
CADD Technician	\$ 95.00
Desktop Publisher	\$ 80.00
Administrative Assistant	\$ 80.00
Environmental Principal and QA/QC	\$ 250.00
Environmental Project Manager	\$ 180.00
Senior Environmental Planner/Specialist	\$ 190.00
Senior Planner/Biologist/Environmental Engineer	\$ 155.00
Principal Investigator	\$ 169.00
Field Director	\$ 112.50
GIS Supervisor	\$ 140.00
GIS Support	\$ 112.00
Environmental Planner/Engineer/Specialist III	\$ 125.00
Environmental Planner/Engineer/Specialist II	\$ 112.00
Environmental Planner/Engineer/Specialist I	\$ 80.00
Safety Manager	\$ 95.00
Technical Editor	\$ 102.00
Project Administrator	\$ 85.00
Field Technician	\$ 71.50

Rates are effective through the initial term of the agreement.

Similarly titled staff will be billed at equivalent rates (i.e Senior Scientist, Senior Geologist, Senior Environmental Planner, etc. will be billed at the hourly rate for a Senior Engineer)

DIRECT EXPENSE UNIT RATES

Mileage: Current IRS Mileage Rate, currently \$0.535 per mile

Meals: State of CA DPA Rates, currently \$34/day

Other direct costs including subconsultants, travel, lodging, telephone, reproduction, and postage will be billed at actual cost unless otherwise permitted by the specific Agreement.

Memorandum

*Serious drought.
Help Save Water!*

To: **TOM HOLSTEIN**
Senior Environmental Planner
Office of Local Assistance, District 4

Date: March 3, 2017
File: 04-SON
Sonoma County DTPW
Geysers Rd over Frasier
Creek Bridge Replacement

Attn: Hugo Ahumada

From: **KAREN REICHARDT** 
Senior Environmental Planner
Office of Local Assistance, District 4

Federal Aid #: BRLO-5920 (129)

Subject: Section 106 Review of the Archaeological Survey Report for the Proposed Geysers Road over Frasier Creek Bridge (Bridge No. 20C-0227) Replacement Project in Unincorporated Sonoma County.

The California Department of Transportation (Caltrans), acting on behalf of the Sonoma County Department of Transportation and Public Works (County), is providing the project oversight for Section 106 of the National Historic Preservation Act of 1966, as amended (Section 106), compliance for the proposed Geysers Road over Frasier Creek Bridge (Bridge No. 20C-0227) Replacement Project in unincorporated Sonoma County. Project documentation was reviewed by Caltrans Office of Local Assistance Professionally Qualified Staff (PQS) Karen Reichardt, Principal Investigator—Prehistoric and Historical Archaeology, in compliance with the January 2014 *First Amended Programmatic Agreement Among the Federal Highway Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, and the California Department of Transportation Regarding Compliance with Section 106 of the National Historic Preservation Act, as it Pertains to the Administration of the Federal-Aid Highway Program in California* (Caltrans Section 106 PA).

Extended Phase I (XPI) Testing

Due to the fact that a multicomponent site (P-49-000406) is located within the project area and the proposed undertaking will have extensive ground disturbance, XPI testing will be required to determine whether or not the archaeological site boundaries are within the project's Area of Direct Impacts. At the Local Agency's earliest convenience, **an XPI Proposal needs to be submitted to the Caltrans, District 4, Office of Local Assistance for review and approval.** See Exhibit 5.2: Extended Phase I Proposal Format and Content Guide in Volume 2 of the Caltrans Standard Environmental Reference (SER).

Area of Potential Effect (APE) Map

The APE map for the project was approved in December 2015; however, as per the guidelines in Volume 2 of the Caltrans SER, if a previously recorded cultural resource lies within or directly adjacent to the project footprint, the entirety of the site boundary must be included within the APE. Please see the attachments to this comments memo for visual guidance on the site boundaries of

P-49-000406 as it relates to the project area. **Since a previously recorded site is within the project footprint, the APE map needs to be redrawn and resubmitted to Caltrans for approval by the Caltrans PQS and District Local Assistance Engineer (DLAE). Please resubmit the APE map at your earliest convenience.** For more information about Caltrans guidelines for delineating the APE, please see Chapter 4, Section 4.3, in Volume 2 of the SER at the following URL: <http://www.dot.ca.gov/ser/vol2/ch4.pdf>.

Archaeological Survey Report (ASR)

Title Page

- The title of the report should have more project-related specifics. For example, *Archaeological Survey Report for the Geysers Road over Frasier Creek Bridge (Bridge No. 20C-0227) Replacement Project in Unincorporated Sonoma County*. Please ensure that the name of Frasier Creek is spelled correctly.
- Include the Federal Aid Number on the title page – BRLO-5920 (129).
- Edit the Reviewed By signature block to the following:

Karen Reichardt PQS Principal Investigator – Prehistoric and Historical Archaeology Office of Local Assistance Caltrans, District 4
--

- Edit the Approved By signature block to the following:

Tom Holstein Environmental Branch Chief Office of Local Assistance Caltrans, District 4
--

Summary of Findings

- In the first paragraph of this section, when first referencing the existing Frasier Creek Bridge, please include the Bridge Number (20C-0227).
- Add “in unincorporated Sonoma County” to the sentence that explains the location of the project area along Geysers Road. Including an additional locational reference, such as “northeast of the city of Cloverdale,” would also aid in pinpointing the location of the undertaking.
- In the second paragraph, please include the Caltrans Section 106 PA in your regulatory context discussion. For example:

The project will receive federal funding thus requiring compliance with the National Environmental Policy Act (NEPA) which mandates that federal public agencies consider the effects of undertakings on historic properties. Compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (Section 106), is being carried out with the California Department of Transportation’s (Caltrans) regulatory responsibilities under Section 106 (36 CFR Part 800), as delegated on behalf of the Federal Highway
--

““Provide a safe, sustainable, integrated and efficient transportation system to enhance California’s economy and livability”

Administration (FHWA), in accordance with the January 2014 *First Amended Programmatic Agreement among the Federal Highway Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, and the California Department of Transportation Regarding Compliance with Section 106 of the National Historic Preservation Act, as it Pertains to the Administration of the Federal-Aid Highway Program in California*.

- The second paragraph reads choppy. Edit.
- In the third paragraph, the discussion of P-49-000406 states that it is a prehistoric archaeological site. It is a multicomponent site with both prehistoric and historical components. Edit. Additionally, please clarify that P-49-000406 was previously recorded and not recorded during the current identification effort.
- The existing Frasier Creek bridge is a cultural resource and should be mentioned as being located within the APE; however, since it was determined to be a Category 5 bridge in the Caltrans Local Historic Bridge Inventory, it is ineligible for inclusion on the National Register of Historic Places and therefore, not a historic property.
- In the third paragraph, the last sentence states that four obsidian flakes were found just outside the APE. This sentence will need to be edited once the new APE boundaries are delineated and the location of the prehistoric flakes are reassessed under the new boundary. A discussion of the historical components of the site will also have to be included in the discussion. (As stated above, it is Caltrans policy to include the entire site boundary within the APE when the site boundary is within or adjacent to the project footprint.)

Introduction

- The qualifications of the survey crew needs to be included in the *Introduction*. Edit.
- Reference the *Study Vicinity Map*, *Study Location Map*, and the *Study Coverage Map* in the *Introduction* section. Please see comments below for more information on map requirements within the ASR.

Project Location and Description

- Much of the information stated in this section is redundant. Edit for clarity and succinctness.
- Add information discussing the location of access roads needed in order for the contractor to do work near or in the creek channel.
- Include a discussion on whether the project requires permanent right of way acquisition and/or temporary easements.
- Add a subsection to *Project Location and Description* that discusses how the APE was delineated. This should include a description of the horizontal APE limits, but also the vertical APE limits (i.e., the maximum depths below ground surface that will be excavated to accommodate the various project elements). Cite the APE map in this subsection.

Sources Consulted

- Appendix C was not included in the ASR submittal. Please include all attachments or appendices to your report submittals.
- The second paragraph will need to be edited once the APE has been redelineated.

““Provide a safe, sustainable, integrated and efficient transportation system to enhance California’s economy and livability”

- When citing studies obtained at the Northwest Information Center, please include the s-number so that the Caltrans PQS can look up the studies discussed in your document.
- Historic maps, aerial photographs, GLO Plat maps, etc. should have been examined for potential information regarding historical archaeology sites in the project area. Please address the sources consulted to provide background information on the historical component of the project area.
- No documentation of Native American Consultation was included in Appendix B. Please include the Section 106 initial Native American consultation letters and any responses received from contacted persons. Within the body of the ASR, a summary of consultation efforts must be discussed including:
 - Name and affiliation of person contacted
 - The method of initial contact (i.e., letter mailed via Certified USPS mail, email, etc.)
 - Date the initial contact was sent to each person
 - Responses from individuals contacted
 - Dates and method of follow-up contacts to individuals listed
- Were any local historical societies consulted to provide information on the historical archaeology component of the site?
- The Caltrans Historic Bridge Inventory only addresses whether a bridge is eligible for inclusion on the National Register of Historic Places and does not provide evaluations for bridges for inclusion on the California Register of Historical Resources. The Caltrans Historic Bridge Inventory is also incorrectly referred to as the “Caltrans National Bridge Inventory” in the ASR. Edit.

Background

- This section should also include subsections on the following topics:
 - Environment, including the Paleoenvironment
 - Geology
 - Geoarchaeological sensitivity analysis
 - Discussion of soil types in the APE
 - Discussion of the underlying geology of the APE
 - Historical Context
- The *Ethnohistory* section is too general. Expand this section of the ASR to discuss the specific Pomo language group affiliated with the area. It is also recommended that the *Handbook of Indians of California* by A.L. Kroeber (1925) is revisited as Kroeber cites a Central Pomo village site located at the mouth of Squaw Creek (where it meets Big Sulfur Creek). This location is two miles from the current project area and discussing this village site in addition to elaborating on information about the other prehistoric sites recorded along Geysers Road in this area will put P-49-000406 into context of the immediate regional prehistoric archaeology of the area.

Field Methods

- Since the APE as defined during the pedestrian survey was not tied to many reference points, how did you determine whether or not you were surveying within the APE?

- Was a handheld GPS used to map the location of the obsidian flakes and the white ceramic sherd? Where were these located in relation to the project footprint? Where were they in relation to the approximate location of archaeology loci/features in the 1982 and 1986 site maps? Was any vegetation cleared with a trowel or hoe along the transects in order to observe the soil?
- What percentage of the APE, as it was defined at the time of the pedestrian survey, was actually covered on foot?
- A Survey Coverage Area map should be included within the ASR and cited in this section.
- Photograph 3 seems to depict a biface fragment and not a primary flake. This was corroborated by three other Caltrans PQS Principal Investigators in Prehistoric Archaeology. Are there photographs of the other three obsidian flakes observed? Where were they in relation to one another?
- Now that the APE has been redefined, are these obsidian artifacts within the new APE that includes the entire previously recorded site boundary of P-49-000406?

Study Findings and Conclusions

- This discussion will have to be modified and reassessed once the new APE boundary has been redelineated and the observations made in the field are contextualized within the new APE boundary.
- The second paragraph of this section uses California Environmental Quality Act (CEQA) language (i.e., monitoring as mitigation) and should not be included within this Section 106 document. That said, the ASR should not have recommendations as this is a document used to document the Section 106 identification effort of archaeological resources. Recommendations are discussed in other documents.

Maps

- As stated above, an ASR should contain the following maps:
 - *Vicinity Map* – Generally, this map is at a scale to depict the entire San Francisco Bay Area and where the project area is located in relation to the region. Since the current project location is near the Mendocino County line, a map scale between 1:250,000 and 1:500,000 with call-outs to major landmarks (county lines, major cities, etc.) will suffice.
 - *Location Map* – The map included in the ASR that is labeled as a Vicinity Map would constitute as a Location Map; however, given the rural location of the project area, the Location Map needs to be at a scale where its proximity to major landforms or points-of-interests with call-outs of those elements is visible in the map. This map should have enough information to easily orient the reader to the location of the project area.
 - *Area of Potential Effects Map* – As stated above, the APE map needs to be delineated again to encompass all project elements and the entire site boundary of any archaeological sites that lie within or adjacent to the project's footprint.
 - *Survey Area Coverage Map* – This map shows the project APE and is shaded to reflect the actual portions of the APE that were accessible by foot and that the field archaeologist was able to observe the ground surface. This aids in determining the percentage of the APE that was actually surveyable and/or where it was possible to observe the ground surface.

““Provide a safe, sustainable, integrated and efficient transportation system to enhance California's economy and livability”

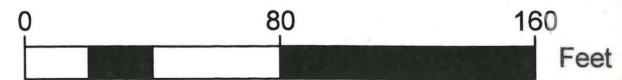
If you have any question or comment regarding this review please contact Karen Reichardt at (510) 286-5530 or via email at karen.reichardt@dot.ca.gov.

cc: OLA Files

Attachments:

- 1) APE Map Mock-Up
- 2) 1986 Site Map of P-49-000406/CA-SON-437/H
- 3) An Approximation of P-49-000406/CA-SON-437/H Site Boundary on Current Aerial Photography

REICHARDT COMMENTS
MEMO MARCH 2, 2017
ATTACHMENT 1



- LEGEND**
- ARCHAEOLOGICAL APE BOUNDARY
 - ARCHITECTURAL APE BOUNDARY
 - PARCEL BOUNDARIES
 - PROPOSED ALIGNMENT
 - PROPOSED RIGHT OF WAY
 - STAGING AREA
 - PROPOSED TEMPORARY ALIGNMENT AND BRIDGE

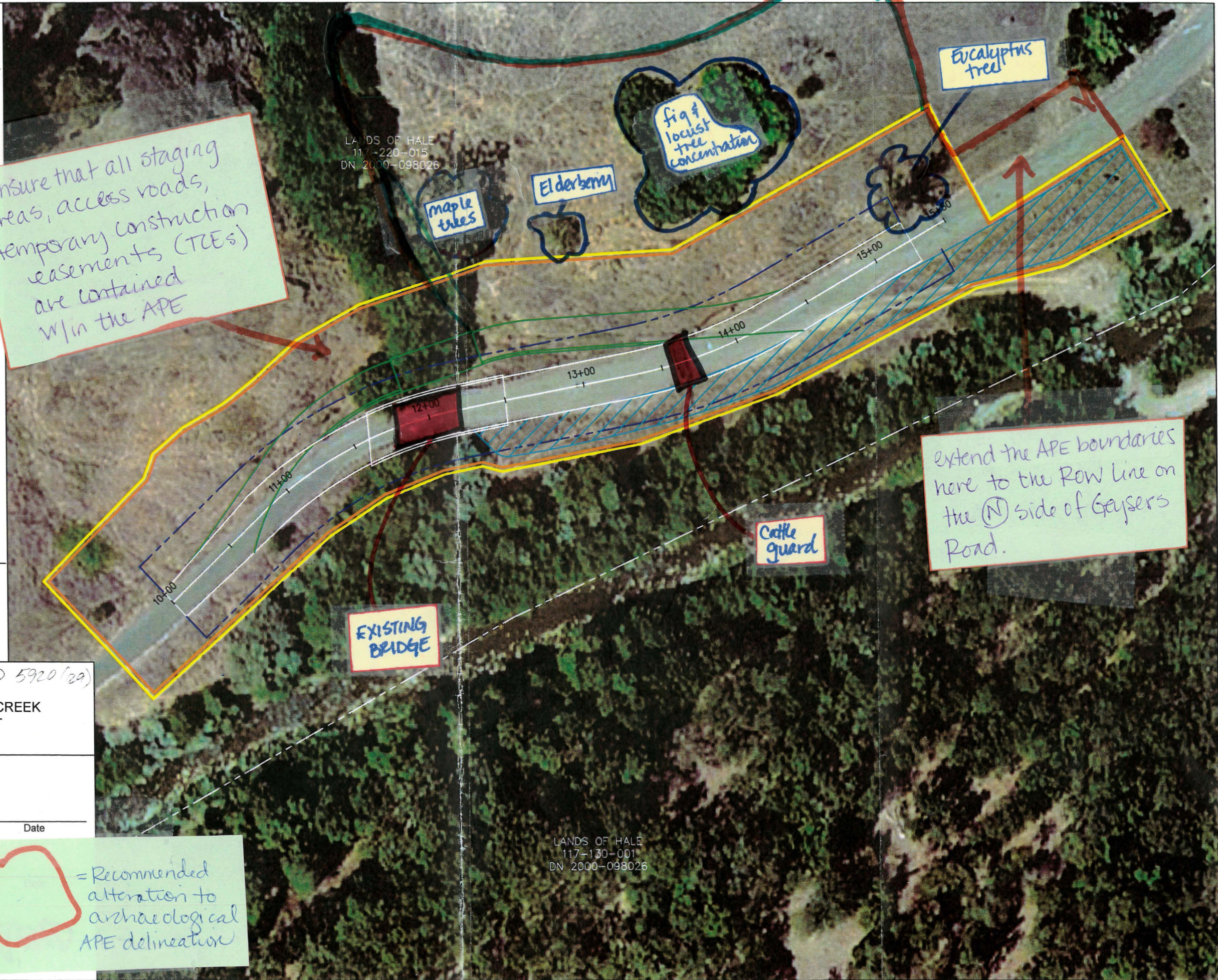
NOTE:
NO STRUCTURES EXIST ON THE PARCEL BEYOND WHAT IS SHOWN IN WITHIN THE ARCHITECTURAL APE BOUNDARY. THE PORTION OF THE PARCEL NOT INCLUDED WITHIN THE APE BOUNDARY IS OPEN AGRICULTURAL LAND.

FED PROJ. NO. BRLO-5920(125) 5920(29)
GEYSERS ROAD BRIDGE
(BRIDGE NO. 20C0240) OVER FRASIER CREEK
PROJECT

= approx site boundary based on aerial visuals/landmarks
= boundary extends beyond map
= landmark trees
= built landmark
KEY

Ensure that all staging areas, access roads, temporary construction easements (TCEs) are contained w/in the APE

= Recommended alteration to archaeological APE delineation



LANDS OF HALE
117-130-001
DN 2000-098026

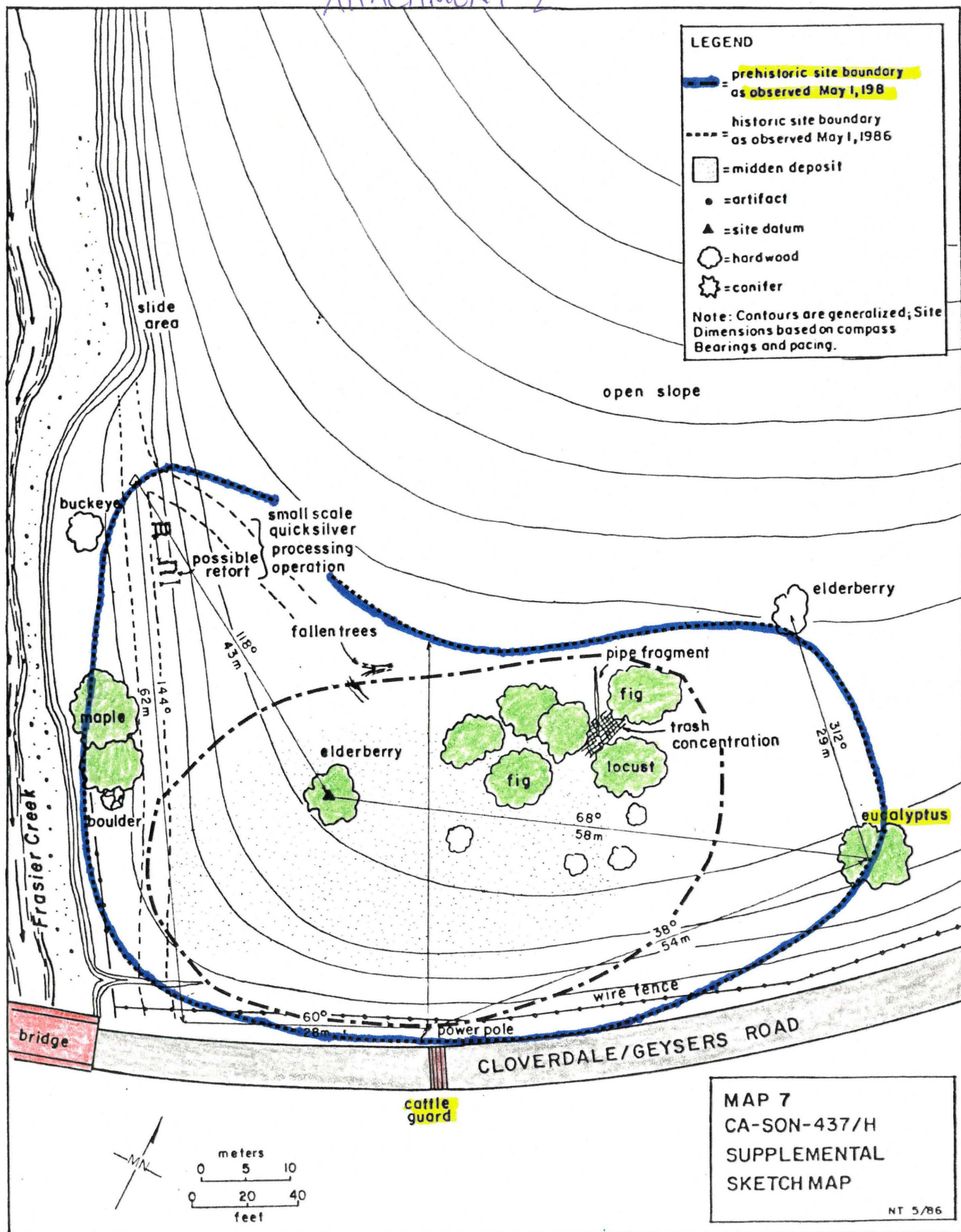
Coordinates 38.828435, -122.911385

REICHARDT
COMMENTS MEMO
ATTACHMENT 2

1986 SITE RECORD UPDATE

MARCH 2, 2017

Ca-Son-437/H P-49-000406



landmark trees still observable in current aerial photography

cattle guard; still visible in aerial photography

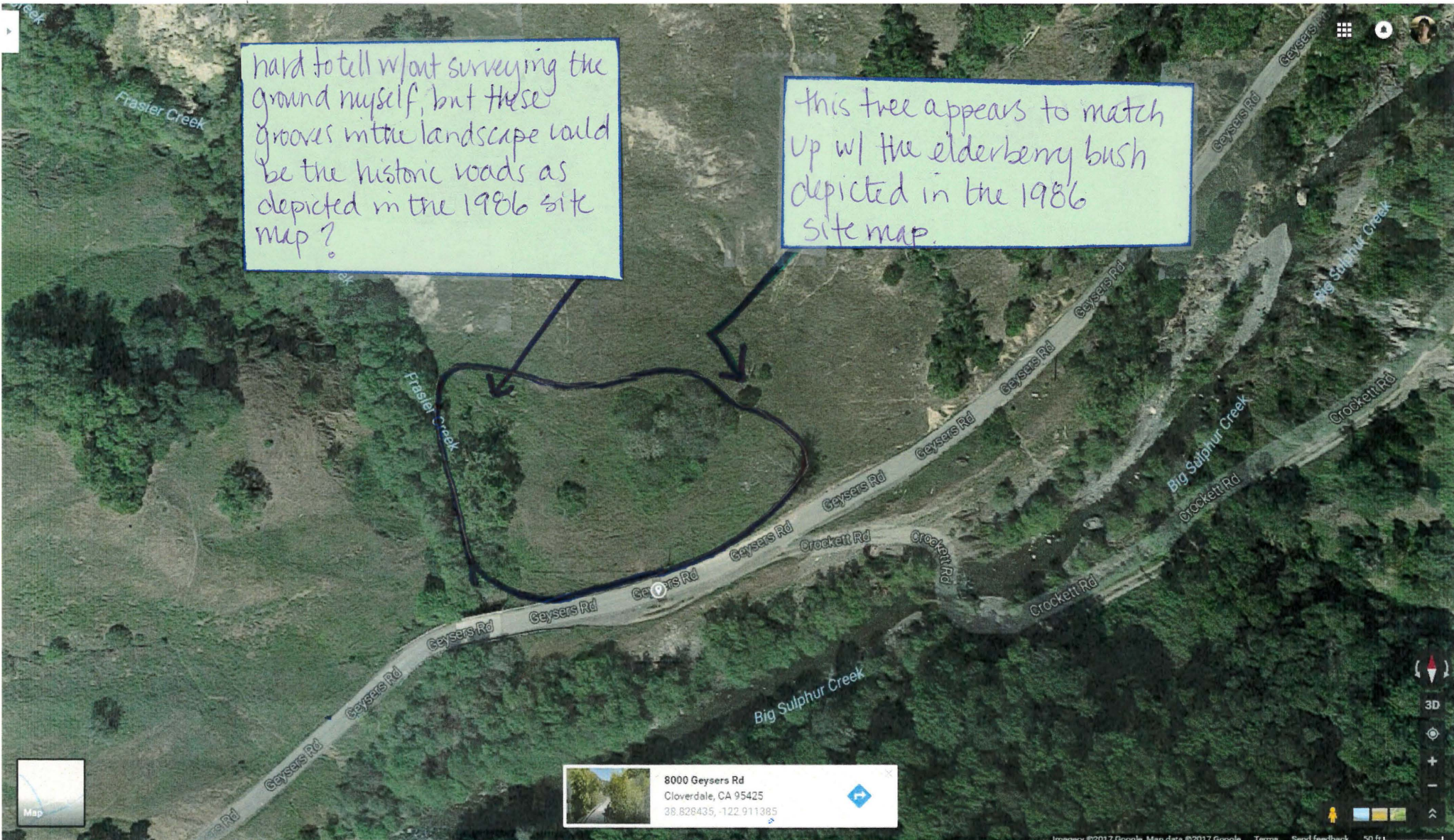
bridge = existing Frasier Creek bridge

= SITE BOUNDARY as defined in 1986.

AN EYEBALLED APPROXIMATION OF P-49-000406/CA-SO-N-437/H
BASED ON 1986 SITE MAP & LANDMARKS ON LANDSCAPE

hard to tell w/out surveying the ground myself, but these grooves in the landscape could be the historic roads as depicted in the 1986 site map?

this tree appears to match up w/ the elderberry bush depicted in the 1986 site map.



REICHARDT COMMENTS MEMO
MARCH 2, 2017
ATTACHMENT 3



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 29
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: September 12, 2017

Vote Requirement: Majority

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

Staff Name and Phone Number:

Susan R. Klassen 707-565-2231

Supervisory District(s):

Fifth

Title: Graton American Disabilities Act Improvements - Phase 2, Change Order No. 3

Recommended Actions:

Approve and authorize the Chair to sign Change Order Number 3 to the construction agreement with Piazza Construction in the amount of \$78,876.40 for additional paving work for a revised contract total amount of \$691,096.82.

Executive Summary:

The Department of Transportation and Public Works is requesting the Board approve a change order to the Graton Americans with Disabilities Act Improvements - Phase 2 project with Piazza Construction, in the amount of \$78,876.40. The improvements associated with this project are necessary to meet the terms and conditions of the settlement agreement between the County of Sonoma and Hollylyn Delil 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 and meeting the requirements of the Americans with Disabilities Act. The extra paving work covered by this change resulted from a delay in completing items subject to deadlines.

Discussion:

Phase 2 of the project continued the reconstruction and retrofitting of pedestrian and roadway improvements in the Town of Graton initiated in Phase 1 of the project. Phase 2 of the project included elements of work that were required to be complete by December 31, 2016, but were delayed due to the heavy rains experienced last winter. The project schedule was also impacted by the discovery of utilities which were previously unmarked and were beyond the County's control, leading to a delay in the completion of the time sensitive items. The additional paving work was constructed on Edison Street between Graton Road and Shirley Street and on Shirley Street between South Brush Street and Edison Street. The third and final phase of the work is in the Town of Occidental and is planned to begin later this summer and continue over the winter into spring or early summer 2018. The expected start date is in August or possibly September and will require approximately nine months or more to complete.

depending on weather and other construction related issues. That work will complete all of the work items required by the Settlement Agreement.

Prior Board Actions:

8/1/17 Board awarded contract for Occidental ADA Improvements Phase 3 – C18001
 11/15/16 Board awarded Contract for Graton ADA Improvements Phase 2 – C15016
 10/20/15 Board awarded Contract for Graton ADA Improvements Phase 1 - C15016
 3/10/15 Board approved Settlement Agreement between Hollynn Delil and the County of Sonoma

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

This project will improve accessibility in the town of Occidental.

Fiscal Summary

Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses	\$78,876.40		
Additional Appropriation Requested			
Total Expenditures	\$78,876.40		

Funding Sources

General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance	\$78,876.40		
Contingencies			
Total Sources	\$78,876.40		

Narrative Explanation of Fiscal Impacts:

Appropriations for the project are included the FY 17/18 Road Division Capital Improvements budget utilizing available road fund balance.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):
Attachments:
Change Order #3
Related Items “On File” with the Clerk of the Board:

**COUNTY OF SONOMA
DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS**

CONTRACT CHANGE ORDER NO. 3 SHEET 1 OF 13 SHEETS

CONTRACT FOR: Graton ADA Improvements, Phase II

JOB NO.: C15016

AWARDED: November 2016

TO: Piazza Construction Company, Inc.

You are hereby directed to make the herein described changes from the plans and specifications or do the following described work not included in the plans and specifications on this contract.

NOTE: This change order is not effective until approved by the Director of Public Works.

Change requested by the County.

Estimated Cost: \$78,876.40

By reason of this order, the time of completion will be adjusted as follows: 9 Working Days

Submitted by: _____ Date: _____
Stephen B. Urbanek, P.E. (Project Manager, Transportation and Public Works)

Approved By: _____ Date: _____
Susan R. Klassen, P.E. (Director of Transportation and Public Works)

Board Action No.: _____ Dated: _____

By: _____ Date: _____
(Chair of the Board of Supervisors)

We, the undersigned contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted herein, and perform all services necessary for the work herein specified, and will accept as full payment thereafter the prices shown herein.

Accepted, Date: _____ Contractor: Piazza Construction Company, Inc.

By: _____ Title: _____

If the Contractor does not sign acceptance of this order, his attention is directed to the requirements of the specifications as to proceeding with the ordered work and filing a written protest within the time therein specified.

Section A
Change in Plan
(Shirley Street and Edison Street)

The Contractor shall construct a concrete valley gutter across Edison Street that drains east to west. The contractor shall perform a two inch asphalt overlay on portions of Edison and Shirley Street. All as directed by the Engineer.

All work to be in accordance with applicable portions of the Standard Specifications and Special Provisions.

Labor, equipment and materials approved by the Engineer as necessary will be paid in accordance with the contract relative to force account work as tracked in the field (supporting documentation attached – Piazza Extra Work Report #8, 9, and #15-21. for work performed between 5/18/17 and 6/8/17). No additional compensation shall be allowed for work under this Section A of Change Order No. 2.

Force Account:

New Item: Valley gutter and asphalt overlay (Shirley and Edison Street) FA \$78,876.40

Nine (9) additional working days will be granted for work done under this Section A of Change Order No. 2.

CONTRACT CHANGE ORDER NO. 1 SUMMARY

SECTION	AMOUNT	DAYS
A	\$78,876.40	9
<hr/>		
	\$78,876.40	9



County of Sonoma

Department of Transportation and Public Works

2300 County Center Drive, Suite B - 100 Santa Rosa, California 95403-2815
(707) 565-2231, Fax (707) 565-2714

Memorandum

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

From: Stephen B. Urbanek, P.E. Project Manager, Transportation and Public Works

Date: August 13, 2017

Subject: Contract Change Order No. 3 – Graton ADA Improvements, Phase 2, C15016

Section A

Additional paving was subsequently agreed upon between the County and plaintiff of original settlement agreement. Asphalt overlay paving on Edison Street beginning at the termination of the Phase I and continuing to Shirley Street as well as on Shirley Street east to the intersection with Brush Street. Valley Gutter added across Edison Street between existing alleys to alleviate sediment buildup on and in front of ADA ramp installed in Phase I. The Asphalt overlay and valley gutter construction work were tracked in the field under Force Account.

CONTRACT FUNDING				
DESCRIPTION			COST	% BID
A	ORIGINAL BID		\$574,713.00	100.00%
B	CONTINGENCY		\$57,471.30	10.00%
C	ADDITIONAL FUNDS		\$0.00	0.00%
D	TOTAL APPROVED FUNDING	A+B+C	\$632,184.30	110.00%
CONTRACT MODIFICATION SUMMARY				
E	CONTRACT CHANGE ORDERS	I	\$116,383.82	20.25%
F	ENGINEER ADJUSTMENTS	J	\$0	0.00%
G	REVISED CONTRACT COST	A+E+F	\$691,096.82	120.25%
H	REMAINING FUNDING	D-G	(\$58,912.52)	(10.25%)

CONTRACT CHANGE ORDERS			
NO	DESCRIPTION	COST	% BID
1	Various Items at Bowen/Shirley Intersection	\$10,382.22	1.81%
2	Valley Gutter, Misc.	\$27,125.20	4.72%
3	Edison/ Shirley Valley Gutter and Paving	\$78,876.40	13.72%
I	TOTAL	\$116,383.82	20.25%

ENGINEER ADJUSTMENTS			
NO	DESCRIPTION	COST	% BID
1	N/A	\$0	0.00%
J	TOTAL	\$0.00	0.00%

Note: The Director of Public Works is authorized to approve change orders, \$5,000 for contracts up to \$50,000, 10% on contracts up to \$250,000, and \$25,000 plus 5% of the original contract amount on contracts over \$250,000, not to exceed a maximum of \$50,000. This contract the Director of Transportation and Public Works is authorized to approve change orders up to the amount of \$50,000.00.

DAILY EXTRA WORK REPORT

County Of Sonoma Contractor Job: GRATON ADA - Graton ADA Work Performed By: Piazza Construction Description of Work: Grinding Layout, Signs And No Parking Signs										Contract: 15016		Change Order 002 Billing Number 8.0 Report Date 5/18/2017 Perform Date 5/16/2017	
Labor Charges										Labor Charges			
Craft ID	Employee Name	RT Hrs	OT Hrs	Subs Units	RT Rate	OT Rate	Subs Rate	Extended		RT Labor	502.82		
L01 OE OF2	J Piazza Jr	2.00			73.100			146.20		SC 11.00%	55.32		
L02 OE LCS	T Singleton	2.00			54.800			109.60		OT Labor	0.00		
L03 OE O4	J Matassarini	2.00			68.710			137.42					
L04 OE LCS	R Hammoudeh	2.00			54.800			109.60		Subtotal Labor	558.14		
Equipment Charges										Subsistence 0.00			
Equipment ID	Class	Make	Model	A1	A2	RT Hrs	OT Hrs	RT Rate	OT Rate	Delay Factor	Extended		
E01 PT01	TRUCK	T&TT	06-12			2.00		20.290			40.58		
										Other Expenses 0.00			
										MU 15.00% <u>83.72</u>			
										Labor Total 641.86			
										Equipment Charges			
										Subtotal 40.58			
										MU 10.00% <u>4.06</u>			
										Equipment Total 44.64			
										Material Charges			
										Subcontract Charges			
										Activity Total 686.50			
										Bill Subtotal 686.50			
										For Owner/Resident Engineer's Use Only			
<input type="checkbox"/> New Bill <input type="checkbox"/> Approved for Payment					Date of Action:					Accepted:			
<input type="checkbox"/> Resubmittal <input type="checkbox"/> Returned for Correction					Date Received:					Customer: _____ Date: _____			
										Contractor: _____ Date: _____			
										Bill Total + 686.50			
										Page <u>1</u>			

DAILY EXTRA WORK REPORT

County Of Sonoma Contractor Job: GRATON ADA - Graton ADA Work Performed By: Piazza Construction Description of Work: Grinding ABSL Street Sweeping And SkidSteer Grinding, Signs, Flagging										Contract: 15016		Change Order 002 Billing Number 9.0 Report Date 5/18/2017 Perform Date 5/17/2017	
Labor Charges										Labor Charges			
Craft ID	Employee Name			RT Hrs	OT Hrs	Subs Units	RT Rate	OT Rate	Subs Rate	Extended	RT Labor	1,072.95	
L01	OE O4	J Matassarín			3.00			68.710			206.13	SC 11.00%	118.00
L02	OE OF2	J Piazza Jr			3.00			73.100			219.30	OT Labor	0.00
L03	OE L3	J Loughlin			3.00			52.620			157.86		
L04	OE L2	R Rossi			3.00			53.620			160.86	Subtotal Labor	1,190.95
L05	OE LCS	T Singleton			3.00			54.800			164.40	Subsistence	0.00
L06	OE LCS	J Anderson			3.00			54.800			164.40	Other Expenses	0.00
Equipment Charges										Equipment Charges			
Equipment ID	Class	Make	Model	A1	A2	RT Hrs	OT Hrs	RT Rate	OT Rate	Delay Factor	Extended	MU 15.00%	178.63
E01	DT03A	TRUON	TRUN	3	AXL	3.00		57.700			173.10	Labor Total	1,369.58
E02	DT02A	TRUON	TRUN	3	AXL	3.00		57.700			173.10		
E03	SS04	TRACS	>50	A		3.00		29.460			88.38	Equipment Charges	
E04	SS05	TRACS	>50	A		3.00		29.460			88.38	Subtotal	673.83
E05	PT01	TRUCK	T&TT	06-12		3.00		20.290			60.87	MU 10.00%	67.39
E06	GD03	TBD	TBD	TBD		3.00		30.000			90.00	Equipment Total	741.22
Material/Specialist Work/Lump Sum or Unit Price Payment										Material Charges			
Number	Date	Vendor Name and Description					Units	Unit Price	Extended		Subtotal	1,600.00	
M01	2170364	5/17/2017 ABSL Construction / 50% Daily Cost Of Street Grinding					1.000 LS	1,600.00000	1,600.00		MU 15.00%	240.00	
Subcontract/Specialist Work										Subcontract Charges			
Number	Date	Vendor Name and Description					Units	Unit Price	Extended		Subtotal	1.00	
S01	001	5/17/2017 ABSL Construction / 3 Hours Of Road Grinding					1.000 LS	1.00	1.00		MU 5.00%	0.05	
										Subcontract Total		1.05	
										Activity Total		3,951.85	
										Bill Subtotal		3,951.85	
For Owner/Resident Engineer's Use Only										Accepted:		Bill Total + 3,951.85	
<input type="checkbox"/> New Bill <input type="checkbox"/> Approved for Payment					Date of Action:					Customer:		Date:	
<input type="checkbox"/> Resubmittal <input type="checkbox"/> Returned for Correction					Date Received:					Contractor:		Date:	
												Page <u>1</u>	

DAILY EXTRA WORK REPORT

County Of Sonoma Contractor Job: GRATON ADA - Graton ADA Work Performed By: Piazza Construction Description of Work: Dig For V Ditch, Dig To Sub Grade And Fill With Base Rock To Subgrade										Contract: 15016		Change Order 002 Billing Number 15.0 Report Date 6/07/2017 Perform Date 5/24/2017	
Labor Charges										Labor Charges			
Craft ID	Employee Name	RT Hrs	OT Hrs	Subs Units	RT Rate	OT Rate	Subs Rate	Extended	RT Labor	3,484.64			
L01 OE O4	J Matassarini	8.00			68.710			549.68	SC 11.00%	383.31			
L02 OE OF2	J Piazza	8.00			73.100			584.80	OT Labor	0.00			
L03 OE LCS	R Hammoudeh	8.00			54.800			438.40					
L04 OE LCS	T Singleton	8.00			54.800			438.40	Subtotal Labor	3,867.95			
L05 OE L3	J Loughlin	8.00			52.620			420.96	Subsistence	0.00			
L06 OE L3	S Carmona	8.00			52.620			420.96	Other Expenses	0.00			
L07 OE L3	R Douglas-Nielsen	8.00			52.620			420.96	MU 15.00%	580.18			
L08 OE L3	J Samansky	4.00			52.620			210.48	Labor Total	4,448.13			
Equipment Charges										Equipment Charges			
Equipment ID	Class	Make	Model	A1	A2	RT Hrs	OT Hrs	RT Rate	OT Rate	Delay Factor	Extended		
E01 EX05	HCECL	DEER	50DZT			6.00		32.330			193.98	Subtotal	
E02 PT08	TRUCK	T&TT	06-12			4.00		20.290			81.16	MU 10.00%	
E03 WT02	TRAIW	WATR	006-012			8.00		1.160			9.28	Equipment Total	
E04 DT06	TRUON	TRUN	2AXL			8.00		42.840			342.72		
E05 PT01	TRUCK	T&TT	06-12			4.00		20.290			81.16		
E06 SS05	TRACS	>50	A			4.00		29.460			117.84	Subtotal	
E07 GD03	TRACS	CAT	PC306B			2.00		24.610			49.22	MU 15.00%	
E08 WW01	TRAFA	TRFX	TL-2			20.00		2.990			59.80	Material Total	
Material/Specialist Work/Lump Sum or Unit Price Payment										Subcontract Charges			
Number	Date	Vendor Name and Description				Units	Unit Price	Extended					
M01 1187493	5/24/2017	Canyon Rock Inc / Base Rock				1.000 LS	65.26000	65.26					
M02 1187387	5/24/2017	Canyon Rock Inc / Dump Fee				1.000 LS	10.00000	10.00					
M03 1187403	5/24/2017	Canyon Rock Inc / Dump Fee				1.000 LS	10.00000	10.00					
										Activity Total		5,574.86	
										Bill.Subtotal		5,574.86	
For Owner/Resident Engineer's Use Only										Accepted:		Bill Total + 5,574.86	
<input type="checkbox"/> New Bill		<input type="checkbox"/> Approved for Payment		Date of Action:		Customer:		Date:					
<input type="checkbox"/> Resubmittal		<input type="checkbox"/> Returned for Correction		Date Received:		Contractor:		Date:				Page 1	

DAILY EXTRA WORK REPORT

County Of Sonoma Contractor Job: GRATON ADA - Graton ADA Work Performed By: Piazza Construction Description of Work: Finish Grade Rock, Set Strings And Forms, Set Rebar, Get Plates From TBC, Get Boomtruck To Move Plat						Contract: 15016		Change Order 002 Billing Number 16.0 Report Date 6/07/2017 Perform Date 5/25/2017			
Labor Charges								Labor Charges			
Craft ID	Employee Name	RT Hrs	OT Hrs	Subs Units	RT Rate	OT Rate	Subs Rate	Extended	RT Labor	2,366.43	
L01 OE OF2	J Piazza Jr	5.50			73.100			402.05	SC 11.00%	260.32	
L02 OE L3	J Samansky	5.00			52.620			263.10	OT Labor	137.35	
L03 OE L3	R Douglas-Nielsen	8.00	0.50		52.620	67.860		454.89	SC 11.00%	15.10	
L04 OE L3	S Carmona	8.00	0.50		52.620	67.860		454.89	Subtotal Labor	2,779.20	
L05 OE L3	J Loughlin	8.00	0.50		52.620	67.860		454.89	Subsistence	0.00	
L06 OE LCS	T Singleton	8.00	0.50		54.800	71.130		473.96	Other Expenses	0.00	
								MU 15.00%	416.88		
								Labor Total	3,196.08		
Equipment Charges								Equipment Charges			
Equipment ID	Class	Make	Model	A1	A2	RT Hrs	OT Hrs	RT Rate	OT Rate	Delay Factor	Extended
E01 EX05	HCECL	DEER	50DZT			4.00		32.330			129.32
E02 SS05	TRACS	>50	A			2.00		29.460			58.92
E03 WW01	TRAFX	TRFX	TL-2			20.00		2.990			59.80
E04 DT06	TRUON	TRUN	2AXL			4.00		42.840			171.36
E05 DT03A	TRUON	TRUN	3AXL			5.50		57.700			317.35
E06 BT01	HCETD	NATL	4984			4.00		31.770			127.08
E07 WT02	TRAIW	WATR	006-012			8.00		1.160			9.28
								Subtotal	873.11		
								MU 10.00%	87.32		
								Equipment Total	960.43		
Material/Specialist Work/Lump Sum or Unit Price Payment								**MATERIAL INVOICE(S) TO FOLLOW**			
Number	Date	Vendor Name and Description				Units	Unit Price	Extended			
M01 623627	5/25/2017	The Barricade Company And Traffic Supply, Inc. / Plate Renta				1.000 LS	426.75000	426.75			
M02 1187538	5/25/2017	Canyon Rock Inc / Base Rock				1.000 LS	107.93000	107.93			
								Material Charges			
								Subtotal	534.68		
								MU 15.00%	80.20		
								Material Total	614.88		
								Subcontract Charges			
								Activity Total		4,771.39	
								Bill Subtotal		4,771.39	
								Bill Total +		4,771.39	
								Page <u>1</u>			
For Owner/Resident Engineer's Use Only						Accepted:					
<input type="checkbox"/> New Bill		<input type="checkbox"/> Approved for Payment		Date of Action:		Customer:		Date:			
<input type="checkbox"/> Resubmittal		<input type="checkbox"/> Returned for Correction		Date Received:		Contractor:		Date:			

DAILY EXTRA WORK REPORT

County Of Sonoma Contractor Job: GRATON ADA - Graton ADA Work Performed By: Piazza Construction Description of Work: Place Concrete In V Ditch Traffic Control, Pull Plates And Put Them Back At End Of Day										Contract: 15016		Change Order 002 Billing Number 17.0 Report Date 6/07/2017 Perform Date 5/26/2017	
Labor Charges										Labor Charges			
Craft ID	Employee Name	RT Hrs	OT Hrs	Subs Units	RT Rate	OT Rate	Subs Rate	Extended					
L01 OE OF2	J Piazza Jr	4.00			73.100			292.40	RT Labor		1,397.42		
L02 OE L3	J Loughlin	7.00			52.620			368.34	SC 11.00%		153.72		
L03 OE L3	S Carmona	7.00			52.620			368.34	OT Labor		0.00		
L04 OE L3	R Douglas-Nielsen	7.00			52.620			368.34					
									Subtotal Labor		1,551.14		
									Subsistence		0.00		
									Other Expenses		0.00		
									MU 15.00%		232.67		
									Labor Total		1,783.81		
Equipment Charges										Equipment Charges			
Equipment ID	Class	Make	Model	A1	A2	RT Hrs	OT Hrs	RT Rate	OT Rate	Delay Factor	Extended		
E01 EX05	HCECL	DEER	50DZT			2.00		32.330			64.66		
E02 BT01	HCETD	NATL	4984			4.00		31.770			127.08		
E03 PT01	TRUCK	T&TT	06-12			2.00		20.290			40.58		
E04 BS01	LDRRT	DEER	2495			2.00		34.170			68.34		
E05 WW01	TRAFA	TRFX	TL-2			20.00		2.990			59.80		
									Subtotal		360.46		
									MU 10.00%		36.05		
									Equipment Total		396.51		
Material/Specialist Work/Lump Sum or Unit Price Payment										**MATERIAL INVOICE(S) TO FOLLOW**			
Number	Date	Vendor Name and Description					Units	Unit Price	Extended				
M01 1187766	5/26/2017	River Readey Mix Co / V Ditch					1.000 LS	1,406.35000	1,406.35				
Subcontract/Specialist Work										Material Charges			
Number	Date	Vendor Name and Description					Units	Unit Price	Extended				
S01 1168	5/31/2017	Harris Construction / Concrete Work					1.000 LS	2,985.74	2,985.74				
									Subtotal		1,406.35		
									MU 15.00%		210.95		
									Material Total		1,617.30		
									Subcontract Charges				
									Subtotal		2,985.74		
									MU 5.00%		149.29		
									Subcontract Total		3,135.03		
									Activity Total		6,932.65		
									Bill Subtotal		6,932.65		
									Bill Total +		6,932.65		
									Page	1			

County Of Sonoma Contractor Job: GRATON ADA - Graton ADA Work Performed By: Piazza Construction Description of Work: Over Ex Area And Regeade North Side Of V Ditch, Backfill With Base										Contract: 15016 Change Order Billing Number 18.0 Report Date 6/07/2017 Perform Date 6/01/2017		
Labor Charges										Labor Charges		
Craft ID	Employee Name	RT Hrs	OT Hrs	Subs Units	RT Rate	OT Rate	Subs Rate	Extended	RT Labor	3,274.16		
L01 OE O4	J Matassarini	8.00	1.50		68.710	87.850		681.46	SC 11.00%	360.16		
L02 OE OF2	J Piazza Jr	8.00	0.50		73.100	94.440		632.02	OT Labor	626.59		
L03 OE LCS	J Anderson	8.00	1.50		54.800	71.130		545.09	SC 11.00%	68.94		
L04 OE LCS	R Hammoudeh	8.00	0.50		54.800	71.130		473.96	Subtotal Labor	4,329.85		
L05 OE L3	J Loughlin	8.00	1.50		52.620	67.860		522.74	Subsistence	0.00		
L06 OE L3	S Carmona	8.00	1.50		52.620	67.860		522.74	Other Expenses	0.00		
L07 OE L3	R Douglas-Nielsen	8.00	1.50		52.620	67.860		522.74	MU 15.00%	649.48		
									Labor Total	4,979.33		
Equipment Charges										Equipment Charges		
Equipment ID	Class	Make	Model	A1	A2	RT Hrs	OT Hrs	RT Rate	OT Rate	Delay Factor	Extended	
E01 EX05	HCECL	DEER	50DZT			4.00	1.00	32.330	26.510		155.83	
E02 SS05	TRACS	>50	A			4.00	1.00	29.460	25.630		143.47	
E03 GD03	TRACS	CAT	PC306B			2.00		24.610			49.22	
E04 WW01	TRAFA	TRFX	TL-2			20.00		2.990			59.80	
E05 DT03A	TRUON	TRUN	3AXL			8.00	1.50	57.700	46.740		531.71	
E06 DT02A	TRUON	TRUN	3AXL			8.00	1.50	57.700	46.740		531.71	
E07 PT01	TRUCK	T&TT	06-12			2.00		20.290			40.58	
E08 PT08	TRUCK	T&TT	06-12			5.50		20.290			111.60	
E09 BS01	LDRRT	DEER	2495			8.00	1.50	34.170	29.730		317.96	
E10 WT02	TRAIW	WATR	006-012			4.00		1.160			4.64	
Material/Specialist Work/Lump Sum or Unit Price Payment										Subcontract Charges		
Number	Date	Vendor Name and Description					Units	Unit Price	Extended			
										Activity Total		7,120.50
										Bill Subtotal		7,120.50
										Bill Total +		7,120.50
For Owner/Resident Engineer's Use Only										Accepted:		Page <u>1</u>
<input type="checkbox"/> New Bill <input type="checkbox"/> Approved for Payment Date of Action:										Customer:		
<input type="checkbox"/> Resubmittal <input type="checkbox"/> Returned for Correction Date Received:										Contractor:		

DAILY EXTRA WORK REPORT

County Of Sonoma Contractor Job: GRATON ADA - Graton ADA Work Performed By: Piazza Construction Description of Work: Pave North Of Valley Gutter						Contract: 15016		Change Order 002 Billing Number 19.0 Report Date 6/07/2017 Perform Date 6/05/2017			
Labor Charges											
Craft ID	Employee Name	RT Hrs	OT Hrs	Subs Units	RT Rate	OT Rate	Subs Rate	Extended	Labor Charges RT Labor 4,262.48 SC 11.00% 468.89 OT Labor 1,077.89 SC 11.00% 118.60 Subtotal Labor 5,927.86 Subsistence 0.00 Other Expenses 0.00 MU 15.00% 889.19 Labor Total 6,817.05		
L01	OE OF2 J Piazza	8.00	2.00		73.100	94.440		773.67			
L02	OE LCS C Hendrickson	8.00	1.50		54.800	71.130		545.09			
L03	OE O4 J Matassarini	8.00	1.50		68.710	87.850		681.46			
L04	OE OF2 J Piazza Jr	8.00	1.50		73.100	94.440		726.45			
L05	OE L3 J Galvez	8.00	1.50		52.620	67.860		522.74			
L06	OE L3 J Loughlin	8.00	1.50		52.620	67.860		522.74			
L07	OE L3 S Carmona	8.00	1.50		52.620	67.860		522.74			
L08	OE L3 R Douglas-Nielsen	8.00	1.50		52.620	67.860		522.74			
L09	OE L3 J Samansky	8.00	1.50		52.620	67.860		522.74			
Equipment Charges								Equipment Charges Subtotal 4,291.26 MU 10.00% 429.12 Equipment Total 4,720.38			
Equipment ID	Class	Make	Model	A1	A2	RT Hrs	OT Hrs	RT Rate	OT Rate	Delay Factor	Extended
E01	EX05	HCECL	DEER	50DZT		2.00		32.330			64.66
E02	WC01	COMHGCOMP	0-250			8.00		3.280			26.24
E03	BS01	LDRRT	DEER	2495		9.00		34.170			307.53
E04	RR01	ROVIB	CAT	8031E		8.00		32.020			256.16
E05	RR03	ROVIB	CAT	8062D		2.00		65.190			130.38
E06	DT05	TRUON	TRUN	2AXL		4.00		42.840			171.36
E07	DT02A	TRUON	TRUN	3AXL		8.00	1.50	57.700	46.740		531.71
E08	DT03A	TRUON	TRUN	3AXL		8.00	1.50	57.700	46.740		531.71
E09	PT01	TRUCK	T&TT	06-12		10.00		20.290			202.90
E10	PT02	TRUCK	T&TT	06-12		4.00	2.00	20.290	17.040		115.24
E11	PT08	TRUCK	T&TT	06-12		4.00	1.50	20.290	17.040		106.72
E12	SS05	TRACS	>50	A		9.00		29.460			265.14
E13	GD03	TRACS	CAT	PC306B		3.00		24.610			73.83
E14	AP02	ASPAV	B-K	PF4410		8.00		188.460			1,507.68
Material/Specialist Work/Lump Sum or Unit Price Payment								**MATERIAL INVOICE(S) TO FOLLOW**		Material Charges Subtotal 3,605.31 MU 15.00% 540.80 Material Total 4,146.11	
Number	Date	Vendor Name and Description				Units	Unit Price	Extended	Subcontract Charges Activity Total 15,683.54		
M01	121948	6/05/2017 Bodean Company / HMA				1.000	LS 3,605.31000	3,605.31	Bill Subtotal 15,683.54		
For Owner/Resident Engineer's Use Only								Accepted:		Bill Total + 15,683.54	
<input type="checkbox"/> New Bill		<input type="checkbox"/> Approved for Payment		Date of Action:		Customer:		Date:		Page <u>1</u>	
<input type="checkbox"/> Resubmittal		<input type="checkbox"/> Returned for Correction		Date Received:		Contractor:		Date:			

DAILY EXTRA WORK REPORT

County Of Sonoma Contractor Job: GRATON ADA - Graton ADA Work Performed By: Piazza Construction Description of Work: Grind And Sweep Edison St, Overlay Edison St, Over Ex Along South Side Of V Ditch						Contract: 15016		Change Order 002 Billing Number 20.0 Report Date 6/07/2017 Perform Date 6/06/2017			
Labor Charges								Labor Charges			
Craft ID	Employee Name	RT Hrs	OT Hrs	Subs Units	RT Rate	OT Rate	Subs Rate	Extended	RT Labor	4,133.52	
L01 OE OF2	J Piazza	8.00	1.00		73.100	94.440		679.24	SC 11.00%	454.69	
L02 OE LCS	C Hendrickson	8.00	1.50		54.800	71.130		545.09	OT Labor	728.24	
L03 OE O4	J Matassarini	8.00	0.50		68.710	87.850		593.61	SC 11.00%	80.10	
L04 OE LCS	J Anderson	8.00	1.50		54.800	71.130		545.09	Subtotal Labor	5,396.55	
L05 OE LCS	R Hammoudeh	8.00	1.00		54.800	71.130		509.53	Subsistence	0.00	
L06 OE L3	J Loughlin	8.00	1.00		52.620	67.860		488.82	Other Expenses	0.00	
L07 OE L3	S Carmona	8.00	1.00		52.620	67.860		488.82	MU 15.00%	809.50	
L08 OE L3	R Douglas-Nielsen	8.00	1.00		52.620	67.860		488.82	Labor Total	6,206.05	
L09 OE L3	J Samansky	8.00	1.50		52.620	67.860		522.74			
Equipment Charges								Equipment Charges			
Equipment ID	Class	Make	Model	A1	A2	RT Hrs	OT Hrs	RT Rate	OT Rate	Delay Factor	Extended
E01 WT02	TRAIW	WATR	006-012			8.00	1.00	1.160	0.730		10.01
E02 EX05	HCECL	DEER	50DZT			2.00		32.330			64.66
E03 SS05	TRACS	>50	A			8.00		29.460			235.68
E04 AP02	ASPAV	B-K	PF4410			6.00		188.460			1,130.76
E05 DT05	TRUON	TRUN	2AXL			8.00	1.50	42.840	34.700		394.77
E06 DT08	TRUON	TRUN	2AXL			4.00		42.840			171.36
E07 DT03A	TRUON	TRUN	3AXL			8.00	1.50	57.700	46.740		531.71
E08 DT02B	TRUON	TRUN	5AXL			8.00	1.50	72.780	58.950		670.67
E09 PT01	TRUCK	T&TT	06-12			8.00	2.00	20.290	17.040		196.40
E10 PT03	TRUCK	T&TT	06-12			4.00		20.290			81.16
E11 PT08	TRUCK	T&TT	06-12			4.00		20.290			81.16
E12 BS01	LDRRT	DEER	2495			8.00	1.00	34.170	29.730		303.09
E13 RR01	ROVIB	CAT	8031E			6.00		32.020			192.12
E14 RR03	ROVIB	CAT	8062D			6.00		65.190			391.14
Material/Specialist Work/Lump Sum or Unit Price Payment								Material Charges			
Number	Date	Vendor Name and Description				Units	Unit Price	Extended	Subtotal	4,757.94	
M01 121948	6/06/2017	Bodean Company / HMA				1.000 LS	4,757.94000	4,757.94	MU 15.00%	713.69	
								Material Total		5,471.63	
								Subcontract Charges			
								Activity Total		16,577.86	
								Bill Subtotal		16,577.86	
For Owner/Resident Engineer's Use Only								Accepted:		Bill Total + 16,577.86	
<input type="checkbox"/> New Bill		<input type="checkbox"/> Approved for Payment		Date of Action:		Customer:		Date:		Page <u>1</u>	
<input type="checkbox"/> Resubmittal		<input type="checkbox"/> Returned for Correction		Date Received:		Contractor:		Date:			

DAILY EXTRA WORK REPORT

County Of Sonoma Contractor Job: GRATON ADA - Graton ADA Work Performed By: Piazza Construction Description of Work: Pave Edison St, Back Asphalt Edges.										Contract: 15016		Change Order 002 Billing Number 21.0 Report Date 6/08/2017 Perform Date 6/07/2017	
Labor Charges										Labor Charges			
Craft ID	Employee Name				RT Hrs	OT Hrs	Subs Units	RT Rate	OT Rate	Subs Rate	Extended	RT Labor	
L01	OE OF2	J Piazza Jr			8.00	1.00		73.100	94.440		679.24	SC 11.00%	4,700.88
L02	OE O4	J Matassarini			8.00	1.00		68.710	87.850		637.53		517.11
L03	OE LCS	C Hendrickson			8.00	1.00		54.800	71.130		509.53	OT Labor	758.29
L04	OE OF2	J Piazza			8.00	1.00		73.100	94.440		679.24	SC 11.00%	83.38
L05	OE LCS	R Hammoudeh			8.00	1.00		54.800	71.130		509.53	Subtotal Labor	6,059.66
L06	OE L3	J Clay			8.00	1.00		52.620	67.860		488.82	Subsistence	0.00
L07	OE L3	J Loughlin			8.00	1.00		52.620	67.860		488.82	Other Expenses	0.00
L08	OE L3	S Carmona			8.00	1.00		52.620	67.860		488.82	MU 15.00%	908.96
L09	OE L3	R Douglas-Nielsen			8.00	1.00		52.620	67.860		488.82	Labor Total	6,968.62
L10	OE L3	J Samansky			8.00	1.00		52.620	67.860		488.82		
Equipment Charges										Equipment Charges			
Equipment ID	Class	Make	Model	A1	A2	RT Hrs	OT Hrs	RT Rate	OT Rate	Delay Factor	Extended	Subtotal	
E01	EX05	HCECL	DEER	50DZT		4.00		32.330			129.32	MU 10.00%	4,139.42
E02	SS05	TRACS	>50	A		4.00		29.460			117.84		413.93
E03	GD03	TRACS	CAT	PC306B		2.00		24.610			49.22	Equipment Total	4,553.35
E04	DT05	TRUON	TRUN	2AXL		4.00		42.840			171.36		
E05	DT06	TRUON	TRUN	2AXL		8.00		42.840			342.72	Material Charges	
E06	DT02A	TRUON	TRUN	3AXL		8.00	1.00	57.700	46.740		508.34	Subtotal	4,443.72
E07	DT02B	TRUON	TRUN	5AXL		8.00	1.00	72.780	58.950		641.19	MU 15.00%	666.56
E08	BS01	LDRRT	DEER	2495		8.00	1.00	34.170	29.730		303.09	Material Total	5,110.28
E09	AP02	ASPAV	B-K	PF4410		6.00		188.460			1,130.76		
E10	RR01	ROVIB	CAT	8031E		6.00		32.020			192.12	Subcontract Charges	
E11	RR03	ROVIB	CAT	8062D		6.00		65.190			391.14	Subtotal	900.00
E12	PT01	TRUCK	T&TT	06-12		8.00		20.290			162.32	MU 5.00%	45.00
Material/Specialist Work/Lump Sum or Unit Price Payment										**MATERIAL INVOICE(S) TO FOLLOW**			
Number	Date	Vendor Name and Description					Units	Unit Price	Extended				
M01 121948	6/07/2017	Bodean Company / HMA					1.000 LS	4,443.72000	4,443.72				
Subcontract/Specialist Work													
Number	Date	Vendor Name and Description					Units	Unit Price	Extended				
S01 001	6/07/2017	Striping Graphics / Extra Striping					1.000 LS	900.00	900.00				
For Owner/Resident Engineer's Use Only										Accepted:		Bill Total + 17,577.25	
<input type="checkbox"/> New Bill <input type="checkbox"/> Approved for Payment Date of Action:					<input type="checkbox"/> Resubmittal <input type="checkbox"/> Returned for Correction Date Received:					Customer: _____ Date: _____		Page <u>1</u>	
										Contractor: _____ Date: _____			



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 30

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

To: Board of Supervisors

Board Agenda Date: September 12, 2017

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor Susan Gorin, 565-2241

Supervisory District(s):

First

Title: Appointment

Recommended Actions:

Appoint Shannon Kiser to the Sonoma Valley Citizen's Advisory Commission (South Valley) September 12, 2017 and expiring on September 11, 2021. (First District) effective

Executive Summary:

Discussion:

Prior Board Actions:

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
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: 31
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: September 12, 2017

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor Lynda Hopkins 565-2241

Supervisory District(s):

Fifth District

Title: Appointment

Recommended Actions:

Appoint Brian Bauer as an alternate to the Bicycle and Pedestrian Advisory Committee for a two-year term beginning September 12, 2017 and ending September 11, 2019. (Fifth District)

Executive Summary:

Appointing Brian Bauer as an alternate to the Bicycle and Pedestrian Advisory Committee for a two-year term.

Discussion:

Prior Board Actions:

None.

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
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: 32

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

To: Board of Supervisors

Board Agenda Date: September 12, 2017

Vote Requirement: Majority

Department or Agency Name(s): Fire and Emergency Services/ County Administrator's Office

Staff Name and Phone Number:

Jim Colangelo – 565-1157
Peter Bruland – 565-3086

Supervisorial District(s):

Second

Title: Fire Service Advisory Council Appointment

Recommended Actions:

Appoint Nick Silva, Chief of Lakeville Volunteer Fire Department, as the alternate member of the Fire Services Advisory Council from Region 9.

Executive Summary:

The Fire Services Advisory Council (Council) was set up to advise the Board of Supervisors on matters related to Fire and Emergency Services. Representatives of the departments in Region 9 (including most of southern Sonoma County) have nominated Nick Silva, Chief of the Lakeville Volunteer Fire Company, as the alternate member for their region on the Council. This item will confirm this selection and appoint Chief Silva as an alternate member of the Council representing Region 9.

Discussion:

The Fire Service Advisor Council (Council) was established on April 19, 2016. The Council consists of seven members selected to represent seven geographic regions of the county, one member selected to represent the Volunteer Fire Companies, and two at large member appointed by the Board of Supervisors. The regions are designated 3 through 9 based on existing zones used for dispatch purposes. Each member has an alternate.

Representatives of the fire agencies in each region nominate representatives for approval by the Board of Supervisors. The alternate seat for Region 9 was made vacant when Mike Mickelson was appointed as the primary member for the Volunteer Fire Companies on February 21. In June, fire agencies in Region 9 met and nominated Nick Silva, Chief of Lakeville Volunteer Fire Company, as there alternate member. This item would accept the nomination and appoint Nick Silva as an alternate member to the Fire Services Advisory Council.

Prior Board Actions:			
February 21, 2017 – Adopted a resolution creating a new seat on the Fire Advisory Council to represent the Volunteer Fire Companies and appointed members.			
April 19, 2016 – Created the Fire Service Advisory Council and appointed initial members.			
Strategic Plan Alignment Goal 1: Safe, Healthy, and Caring Community			
Fire and emergency services are critical to the safety, health, and well-being of Sonoma County's residents and visitors.			
Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
There is no fiscal impact 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):			

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: 33
(This Section for use by Clerk of the Board Only.)

To: Sonoma County Board of Supervisors

Board Agenda Date: September 12, 2017

Vote Requirement: Majority

Department or Agency Name(s): Human Services

Staff Name and Phone Number:

Ana Bagtas (707) 565-3673

Supervisory District(s):

Title: Veterans' Remains Officer of Sonoma County

Recommended Actions:

Adopt a Resolution to reappoint Ron Collier as the Veterans' Remains Officer of Sonoma County ending December 31, 2018.

Executive Summary:

AB 1644 was signed into law on August 27, 2010. This law changed the California Military and Veterans Code, Sections 940-950 and formalized the requirement for a Veterans' Remains Organization (VRO) to be designated by each county board of supervisors.

Discussion:

Since 2012, through the voluntary effort of Mr. Collier and the agencies assisting him, Sonoma County's has implemented a recognized model program in complying with AB1644.

Ron Collier is the Board appointee serving as the Veterans' Remains Officer for Sonoma County. The volunteer position is required by AB 1644 and the Missing in America Project to ensure that the remains of indigent/unclaimed Veterans are properly interred in a National/State Veteran Cemetery. Mr. Collier has spent over 660 hours in his volunteer position to review records of over 400 decedents retained at a local cemetery. With the assistance of the Sheriff/Coroner, County Recorder, Vital Statistics and the Public Administrator, 93 Veterans and 5 dependents now have a final resting place in a National Cemetery. Mr. Collier and the County Veteran Service Officer have made presentations at both the California State Public Administrator/Public Guardian/Public Conservator and County Veteran Service Officer conferences.

Ron Collier was initially appointed by the Board on January 10, 2012 and reappointed August 11, 2015 as the Sonoma County Veterans' Remains Officer, and is currently serving in the position. There is no formal application process for the position. The original appointment was based on both Mr. Collier's status as the only volunteer for the position and his long standing record of public service as the retired

Windsor Fire Department Chief. Mr. Collier single-handedly built the program and developed it as a model program for the entire state.

In the next term, Mr. Collier will continue to work in collaboration with the Sonoma County Veteran Services Officer, Sonoma County Public Administrator and the Sonoma County Sheriff-Coroner to ensure the unclaimed remains of deceased Sonoma County Veterans are properly interred with military honors in a National cemetery.

Mr. Collier has received training from the national director of the "Missing in America Project," a qualified Veterans' Remains Organization (VRO) and is a member of the organization. He is also a member of the American Legion's Military Escort Team. Due to his status from his father serving in World War II in the Army Air Corps, Mr. Collier qualifies to be a member of the Sons of the American Legion. He is a member of Post 111 in Healdsburg.

AB 1644 - Section 942 of the Military and Veterans Code is amended as follows:

"The board of supervisors of each county shall designate a veteran of the United States military or a member of a Veterans' Remains Organization as defined in Section 951, and who shall cause to be decently interred the body of any veteran or spouse or the eligible dependent of a veteran as defined by the United States Department of Veterans Affairs for compensation purposes who dies in the county. This section shall apply to all indigent, abandoned, or unclaimed veterans and dependents of veterans, including those deceased veterans and dependents of veterans without having sufficient means to defray the expenses of burial, other than moneys paid or due and payable by the United States, pursuant to the World War adjusted compensation act."

The code establishes procedures whereby all (formerly only indigent veterans) unclaimed remains of veterans and veterans' dependents could be identified and designated to a veterans' remains organization (VRO) for proper burial. Under Section 950 of the Military and Veterans Code, the person appointed shall receive no compensation for any duties he may perform in compliance with this article.

Recommendation: Adopt a Resolution to reappoint Ron Collier as Veterans' Remains Officer of Sonoma County for a two-year term ending December 31, 2018. Mr. Collier has agreed to be considered for reappointment for one more term and is recommended for the position by Chris Bingham Sonoma County Veterans Services Officer.

Prior Board Actions:
8/11/2015: Appointed Ron Collier for a two-year term ending 12/31/2016 1/20/2012: Appointed Ron Collier for a two-year term ending 1/31/2014
Strategic Plan Alignment Goal 4: Civic Services and Engagement
This position ensures that indigent Veterans are properly honored and interred in a National Cemetery.

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses	0	0	0
Additional Appropriation Requested			
Total Expenditures	0	0	0
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	0	0	0
Narrative Explanation of Fiscal Impacts:			
None			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
None			
Attachments:			
Resolution			
Related Items “On File” with the Clerk of the Board:			
None			



County of Sonoma

State of California

Date: September 12, 2017

Item Number: _____

Resolution Number: _____



4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Authorizing Designating Ron Collier as Veterans' Remains Officer of Sonoma County

Whereas, AB 1644 stipulates that each county's board of supervisors formalize the requirement for a Veterans' Remains Organization to establish procedures for the interment of indigent veterans and their dependents; and

Whereas, Ron Collier was appointed as the County of Sonoma Veterans' Remains Officer in January, 2012 and reappointed in August of 2015; and

Whereas, Ron Collier is a member of the Sons of American Legion, Post 111, in Healdsburg; and

Whereas, Ron Collier is a member of the Legion's Military Escort Team that escorts Sonoma County members of the military who were killed in action and have returned to Sonoma County for burial; and

Whereas, Ron Collier has received training from the national director of the Missing in America Project, a qualified Veterans' Remains Organization; and

Whereas, Ron Collier has established a model program as the Sonoma County Veterans' Remains Officer, and has agreed to continue his service

Now, Therefore, Be It Resolved that Ron Collier is designated Veterans' Remains Officer of Sonoma County for a two-year term ending December 31, 2018.

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

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: 34

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

To: Board of Supervisors, County of Sonoma

Board Agenda Date: September 12, 2017

Vote Requirement: Majority

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

Staff Name and Phone Number:

Jim Colangelo / 565-1152

Supervisory District(s):

All Districts

Title: September 11th Commemoration for Sonoma County

Recommended Actions:

Adopt a Gold Resolution commemorating the sacrifices and heroic actions of September 11, 2001.

Executive Summary:

The County of Sonoma gives tribute to the many sacrifices made on September 11, 2001, with a moment to remember those who lost their lives.

Discussion:

The County of Sonoma annually recognizes those 2,977 people who gave their lives on September 11, 2001, including the 343 members of the Fire Department of New York, 60 officers of the New York Police Department, and the 8 private EMTs and paramedics who made the ultimate sacrifice in order to ensure the safety and protection of the residents they serve.

We honor our men and women in the armed forces who have worked to ensure such a tragedy does not befall us again.

The County of Sonoma hereby commemorates the incredible sacrifices and heroic actions resulting from the tragedy on September 11, 2001.

Prior Board Actions:

09/13/2016: Adopted Resolution commemorating September 11, 2001.

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

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses	-0-	-0-	-0-
Additional Appropriation Requested	-0-		
Total Expenditures	-0-	-0-	-0-
Funding Sources			
General Fund/WA GF	-0-	-0-	-0-
State/Federal	-0-	-0-	-0-
Fees/Other	-0-	-0-	-0-
Use of Fund Balance	-0-	-0-	-0-
Contingencies	-0-	-0-	-0-
Total Sources	-0-	-0-	-0-
Narrative Explanation of Fiscal Impacts:			
None.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
None.			
Attachments:			
Resolution (A1)			
Related Items “On File” with the Clerk of the Board:			
None.			

S:\BOS AGENDA\Emergency Management\National Preparedness Month - September\9-11 Commemoration 2017\09-12-2017 FES Sept 11 Commemoration_Summ_.docm



County of Sonoma

State of California

Date: September 12, 2017

Item Number: _____

Resolution Number: _____

Santa Rosa, CA 95403



4/5 Vote Required

Adopt a Gold Resolution Of The Board Of Supervisors Of The County of Sonoma, State Of California, Commemorating The Sacrifices And Heroic Actions On September 11, 2001.

Whereas, the County of Sonoma will forever remember those 2,977 people who gave their lives on September 11, 2001; and

Whereas, we remember the amazing courage of 343 members of the Fire Department of New York, 60 officers of the New York Police Department, and the 8 private EMTs and paramedics who made the ultimate sacrifice in order to ensure the safety and protection of the residents they serve; and

Whereas, we honor our men and women in the armed forces who have worked to ensure such a tragedy does not befall us again.

Now, Therefore, Be It Resolved that the County of Sonoma hereby commemorates the incredible sacrifices and heroic actions resulting from the tragedy on September 11, 2001, and the incredible resilience of the American people.

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

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: 35
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: September 12, 2017

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor Lynda Hopkins 565-2241

Supervisory District(s):

Fifth District

Title: Gold Resolution

Recommended Actions:

Adopt a gold resolution recognizing September 15, 2017 through October 15, 2017 as Latino Heritage Month. (Fifth District)

Executive Summary:

The Board of Supervisors began recognizing Latino Heritage Month in 2012, in recognition of the community's strong culture and the Board's support of the advancement of Latino cultural resources.

Discussion:

Prior Board Actions:

Approved in 2012, 2013, 2014, 2015 and 2016

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

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Gold Resolution.			
Related Items “On File” with the Clerk of the Board:			



County of Sonoma

State of California

Date: September 12, 2017

Item Number: _____

Resolution Number: _____



4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Proclaiming September 15th Through October 15th As Latino Heritage Month In The County Of Sonoma

Whereas, In 1968, President Lyndon B. Johnson first recognized Hispanic Heritage Week, later expanded under President Reagan to one month, and each successive President has continued this tradition, including President Barack Obama, who declared September 15 through October 15 to be National Hispanic Heritage Month and who has called upon the people of our county to observe this month with appropriate respect, ceremonies, activities; and

Whereas, Sonoma County has a long history of welcoming immigrants and is home to a growing multiethnic and multicultural Latino Populations, including citizens originating from Mexico, Central America, South America, and the Caribbean – all of whom are welcome and make our lives brighter and better. Sonoma County's Latino population grew by 66% in the past 15 years and now represents 27 percent of our citizens, approximately 132,000 people; and

Whereas, the diverse Latino population of the County of Sonoma makes a significant economic contribution and has many profound positive influences on our community through strong commitment to family, faith, education, hard work, vibrant culture, service; and

Whereas, Sonoma County, which thrives on the diversity and ingenuity of all of our people, depends on the continued support and success of our diverse Latino friends and neighbors for many decades to come; and

Whereas, active for the last eight years Los Cien, a civic organization comprise of civically active Latino leaders and community members, has brought together business leaders, elected officials and other individuals to discuss community sensitive topics of interest and engagement while growing to an active membership and outreach to well over 1,000 people – while encouraging and maintain similar efforts in Marin County, Napa County, and Sonoma State university; and

Resolution #

Date:

Page 2

Whereas, the Board of Supervisors recognizes the continued hard work and contributions of Latino businesses to our local economy and offers support for the Latino Business Visitation Program during this month.

Now, Therefore, Be It Resolved that the Board of Supervisors of the County of Sonoma in deep appreciation to the diverse Latino population of our community, hereby proclaim September 15 through October 15 to be Latino Heritage Month in Sonoma County.

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 36

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

To: Board of Supervisors

Board Agenda Date: September 12, 2017

Vote Requirement: Majority

Department or Agency Name(s): Human Resources

Staff Name and Phone Number:

Sylvia Lemus, 565-1702

Supervisory District(s):

Title: 2017 Day of Caring

Recommended Actions:

Adopt resolution recognizing the County employee participation in the annual Day of Caring event on Wednesday, September 13, 2017, in partnership with the City of Santa Rosa.

Executive Summary:

Sonoma County employees look forward to the annual Day of Caring event on Wednesday, September 13, 2017. Day of Caring is an annual day of service where employees work on a variety of projects throughout the county supporting the community and its residents. County of Sonoma employees have participated in the Day of Caring event for the last 18 years and will again partner with the City of Santa Rosa in this day of service.

Discussion:

The annual Day of Caring event has been celebrated by the County of Sonoma for the last 18 years, and we will continue the tradition, in partnership with the City of Santa Rosa. Employees of both localities will join forces in this opportunity to give back to the community and its residents by completing projects that support and benefit our most vulnerable community members and the organizations that support them. Employees spend the day painting, landscaping, cleaning, organizing, trail clearing, and more at local nonprofits, client homes, and community spaces. Human Resources has worked with a committee comprised of County and City of Santa Rosa employees to plan this event since April 2017.

Together with City of Santa Rosa, this year we have a total of 325 employees participating. The employees indicated their project interest and received supervisor approval to participate in this event. The projects are aligned with the goals of both the Sonoma County Board of Supervisors and the Santa Rosa City Council, and will primarily support homeless and affordable housing initiatives. Human Resources reached out to departments, organizations and program partners that support homeless and affordable housing initiatives to identify and present related projects. We accepted 36 projects this year, and they include some the following:

- Painting at local homeless centers, shelters, and low-income housing units
- Yard work at local Veteran, disabled, and elderly client homes
- Organizing donations at local thrift shops and food banks
- Painting and beautification at the Roseland Community Center
- Gardening at the Valley of the Moon Children's Home, Petaluma Bounty, LandPaths' Bayer Farm, and Food for Thought
- Trail and vegetation removal at local parks and preserves

The employees were matched up to projects in their area of interest and a number of employees have stepped up to become team leaders, taking on the responsibility for their assigned project and their team members. Employees are enthusiastic about taking on projects to help others.

The 2017 Day of Caring event, will start with a kick-off rally at 8:00 a.m. at the County Administration Building. The rally will feature a short presentation by County of Sonoma and City of Santa Rosa officials. It will also include information about the Combined Fund Drive. Participating employees will enjoy a light breakfast, meet their teams, pick-up their t-shirts and equipment, and then head to their assigned project site for a day of community service and fun with other employees.

Human Resources requests the adoption of the resolution recognizing and supporting the efforts of County employees as they participate, in partnership with the City of Santa Rosa, in the 2017 Day of Caring, working on projects that support the most vulnerable residents in our community.

Prior Board Actions:

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

Strategic Plan Alignment Goal 4: Civic Services and Engagement

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

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses	4,500	4,500	4,500
Additional Appropriation Requested			
Total Expenditures	4,500	4,500	4,500
Funding Sources			
General Fund/WA GF	4,500	4,500	4,500
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	4,500	4,500	4,500
Narrative Explanation of Fiscal Impacts:			
The funds for the event are incorporated into the budget each fiscal year. Funds are used to help with expenses including tools, supplies, equipment, signage, t-shirts, food, materials and supplies. In addition to the budgeted amount, the County receives a \$2,000 contribution from the City of Santa Rosa for Day of Caring.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
No staffing impact.			
Attachments:			
One resolution to recognize 2017 Day of Caring.			
Related Items “On File” with the Clerk of the Board:			



County of Sonoma

State of California

Date: September 12, 2017

Item Number: _____

Resolution Number: _____

Majority

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Recognizing County Employee Participation In The Annual Day Of Caring On
Wednesday, September 13, 2017**

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

Whereas, the County of Sonoma has partnered with other organizations for the last 18 years to organize employees for a day of service by assisting clients, and public and non-profit agencies with painting, gardening, landscaping, cleaning, trail work, and organizing, thereby offering a productive and beneficial way for employees to engage with and contribute to the citizens of Sonoma County; and

Whereas, the Day of Caring event will focus on projects aligned with the County's goals of supporting homeless and affordable housing initiatives; and

Whereas, the efforts and enthusiasm of County employees to help and support others is evident by their participation in this event; furthermore, some County employees have stepped up as Team Leaders to lead these teams that are assigned throughout the County to complete community service projects; and

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

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

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: 37
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: September 12, 2017

Vote Requirement: No Vote Required

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Susan Gorin / 565-2241

Supervisory District(s):

First

Title: Gold Resolution

Recommended Actions:

Adopt a Resolution Honoring Jack Lundgren as the 2017 Sonoma Valley Muse

Executive Summary:

Gold Resolution Congratulating David Goode on his 100th Birthday

Discussion:

Prior Board Actions:

Strategic Plan Alignment Not Applicable

Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Related Items “On File” with the Clerk of the Board:			



County of Sonoma

State of California

Date: August 12, 2017

Item Number: _____

Resolution Number: _____



4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Honoring Jack Lundgren as the 2017 Sonoma Valley Muse

WHEREAS, the Sonoma Community Center annually celebrates a local notable as its muse and then celebrating that person with creative, festive event. The designation of “Muse” pays homage to people and personalities who have made the Sonoma Valley such a remarkable place, steeped in history, character and natural beauty; and

WHEREAS, the mission of Sonoma Community Center is to enrich the lives of the people of Sonoma Valley by fostering a broad range of cultural, educational, and community services and by ensuring the preservation and restoration of its historic building; and

WHEREAS, Jack Lundgren was chosen as the 2017 Muse because of his dedication to the preservation and improvement of the Sonoma Community Center. Jack has worked tirelessly for 20 years within the organization, both as a board member for the non-profit and also as the person overseeing improvements of the 100 year old building; and

WHEREAS; Jack Lundgren is a Midwest man, born and raised in Chicago, and he expected to remain so after a successful career heading several construction firms. In the early 1990s, he was presented with the opportunity to supervise a construction project in California’s wine country; and

WHEREAS; Jack arrived in Sonoma Valley in early 1990s believing he was here for some routine work for a routine woman. Jack was wrong. The work was the renovation of an 1864 Victorian which had been long neglected, sitting in a weedy lot, with peeling pink paint. The woman was Suzanne Brangham, a new Sonoma transplant with a passion for remodeling, the people skills for community consensus, and a vision for the Pink Lady. Jack, being a smart man, soon realized that nothing about this job or woman was ordinary. Twenty-five years later, Jack and Suzanne are firmly ensconced in the fabric of our community. Their contributions to the valley have been significant, both physically and emotionally; and

WHEREAS, since it was clear that Jack was here to stay, he expanded his already busy schedule to include the community center – a jewel of a building and organization in need of a little love. The 100 year old building once housed a grammar school, but since 1952 has been used continuously as a gathering place for education, culture, arts, and community gathering place. Undaunted by the challenges and inspired by the potential, Jack dove in and the results have been and continue to be impressive; and

Resolution #

Date:

Page 2

WHEREAS, the work thus far includes the upgrading of classrooms, installing a new dance floor, building furniture, creating new office space, and installing a brand new commercial kitchen. Jack supervised the installation of the popular new theatre in Andrews Hall and the addition of a water retention system for the new gardens; and

WHEREAS, Jack managed a \$2 million renovation project that included retrofitting the entire building to earthquake standards plus a new roof, heating and air conditioning system. The center is SCC is grateful for his lengthy commitment to supporting and improving a building he loves; and

WHEREAS, tonight we honor the contributions of Jack Lundgren to the Sonoma Community Center and to the people of the valley. Anyone can live in a home and exist in a community; it takes a person of remarkable character to make a home when first called to merely rebuild a house, to meet a woman, to do a job. We are thankful Jack is forever a part of the home and heart of Sonoma; and

Now, Therefore, Be It Resolved that the Board of Supervisors of Sonoma County hereby Honors Jack Lundgren at the 2017 Sonoma Valley Muse.

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

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: 38
(This Section for use by Clerk of the Board Only.)

To: Board of Directors of Sonoma County Water Agency

Board Agenda Date: September 12, 2017

Vote Requirement: Majority

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

Staff Name and Phone Number:

Mike West (707)524-1178

Supervisory District(s):

Title: Sonoma County Water Agency Appointment of Retiree Extra-Help

Recommended Actions:

Pursuant to Government Code §7522.56 approve the appointment of Dennis Daly as a Water Agency Principal Engineer Retiree Extra-Help, in order to fill a critically needed position within 180 days of his/her retirement, with an appointment date as early as September 12, 2017.

Executive Summary:

Pursuant to the California Public Employees' Pension Reform Act (PEPRA), Government Code §7522.56, an exception can be made to reappoint a retiree as extra-help provided the governing body certifies that the appointment is necessary to fill a critically needed position, in those circumstances where 180 days from the date of retirement has not yet passed. This approval must be in a noticed public meeting and not on a consent calendar. PEPRA includes other requirements in order for a retiree to be eligible for an Extra-Help appointment, such as not having accepted a retirement incentive and not having accepted unemployment arising out of prior public appointment. The individual and delegated agency staff have completed the Retiree Extra-Help Compliance Form certifying the appropriateness of the appointment.

Discussion:

Dennis D, Water Agency Principal Engineer, retired on July 31, 2017. He entered Water Agency service on February 26, 2007 as a Water Agency Engineer III and promoted to Water Agency Principal Engineer in December 2012.

At the time of his retirement Mr. Daly was managing multiple projects that were at a crucial stage of construction. Mr. Daly was actively involved with high profile projects such as the Dry Creek Habitat Enhancement Phase II and III and the Isolation Valves Seismic Hazard Mitigation. Mr. Daly's history and experience with these projects will provide an advantage to the Water Agency by improving our ability to administer and closeout the construction contracts. The completion of Dry Creek habitat enhancement projects that were initiated under Mr. Daly's direction are critical for the Agency's compliance with the Russian River Biological Opinion. Due to high winter flow in 2016-2017, some recently constructed Dry

Creek sites require repair and rehabilitation. Mr. Daly is uniquely qualified to guide the completion of this work prior to the end of the current construction season on October 15, 2017. Additionally, Mr. Daly's experience in contract administration will immediately reduce the workload on staff and provide much needed assistance on construction projects with tight schedules. No other staff have the combination of Project history, experience, knowledge of process and procedure as Mr. Daly. It is critical to the success of these projects that the Water Agency utilizes Mr. Daly.

Sonoma County Water Agency has consulted with the Human Resources Department which is supportive of the recommended action.

In accordance with Government Code section 7522.56, the Sonoma County Water Agency is asking the Board certify as follows:

- Dennis Daly's appointment to Water Agency Principal Engineer, Retiree Extra-Help is necessary to fill a critically needed position within 180 days of his retirement date;
- Dennis Daly did not accept retirement incentives upon his retirement; and
- Dennis Daly's appointment shall not exceed 960 hours per year.
- Per Internal Revenue Code section 401(a)(36), Dennis Daly meets the requirement of being of normal retirement age.

If the Board of Directors makes the foregoing certifications, Dennis Daly will be hired as of September 12, 2017 as Water Agency Principal Engineer, Retiree Extra-Help.

Prior Board Actions:

None.

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

The Water Agency Strategic Plan: Organizational Goal 1; Increase organizational efficiency, effectiveness, and resilience to natural disasters.

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
The cost of the extra help retiree position is approximately \$86,294 assuming full usage of 960 hours. This salary is included in project revenue projections and will be paid through project revenues.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
This is a Retiree Extra-Help appointment; no permanent allocations are being added or changed.			
Attachments:			
Related Items “On File” with the Clerk of the Board:			

nw\\S:\Agenda\personnel\09-12-2017 WA SCWA Appointment of Retiree CF/35-0-5 General (ID 5549)
Extra Help_summ.docm



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 Directors, Sonoma County Water Agency; Board of Supervisors

Board Agenda Date: September 12, 2017

Vote Requirement: Majority

Department or Agency Name(s): Sonoma County Water Agency; General Services

Staff Name and Phone Number:

Marcus Trotta 547-1978
Kevin Campbell 547-1921
Marc McDonald 565-3468

Supervisory District(s):

First

Title: Sonoma Valley Aquifer Storage and Recovery Pilot Study

Recommended Actions:

1. Authorize Water Agency's General Manager to execute an agreement with GEI Consultants Inc. for a Sonoma Valley aquifer storage and recovery groundwater banking pilot study to improve local water supply resiliency. For a term ending on December 31, 2018 in the amount not to exceed \$215,000.
2. Authorize the Water Agency to provide up to 25 acre-feet of water for the pilot study at no cost to the Water Contractors.
3. Authorize the Chair of the Board of Directors to execute an Agreement for Purchase and Sale of Property Rights and an Easement and Agreement between the County of Sonoma and the Sonoma County Water Agency for the Water Agency's Aquifer Storage and Recovery Pilot Test in the form presented to this Board, or in such other form as approved by County Counsel.
4. Authorize the Chair of the Board of Supervisors to execute an Agreement for Purchase and Sale of Property Rights and an Easement and Agreement between the County of Sonoma and the Sonoma County Water Agency for the Water Agency's Aquifer Storage and Recovery Pilot Test in the form presented to this Board, or in such other form as approved by County Counsel.
5. Authorize the Water Agency's General Manager to file a Notice of Exemption for project.

Executive Summary:

This item requests authorization for the Sonoma County Water Agency (Water Agency) to obtain consultant services and provide up to 25 acre-feet of water to perform aquifer storage and recovery pilot study demonstration testing in Sonoma Valley. The proposed pilot study demonstration testing is the next step in exploring groundwater banking using wintertime drinking water from the Water Agency's Russian River facilities as a method for improving local water supply resiliency and addressing requirements under the Sustainable Groundwater Management Act. The pilot study testing was recommended in a 2013 Regional Groundwater Banking Feasibility Study and will be supported by recent

information and data obtained from a drilling and testing program completed in 2016 and funded through a California Department of Water Resources Proposition 84 Local Groundwater Assistance Grant. As part of the 2016 drilling and testing program, the Water Agency constructed a test well on property owned by the County of Sonoma General Services Department (General Services) and this item also requests authorization to proceed with a real property transaction for the area immediately surrounding the test well to allow for completion of the work.

Discussion:

A Feasibility Study for a Groundwater Banking Program (Feasibility Study) was prepared by Consultant in 2013 for the Water Agency in partnership with the City of Sonoma, Valley of the Moon Water District, City of Cotati, City of Rohnert Park, and Town of Windsor. The Feasibility Study identified opportunities to improve long-term water supply reliability in the region by utilizing wintertime Russian River supplies and existing conveyance infrastructure to meet summertime and dry year water needs as well as potentially reducing summer reservoir releases to provide benefits to fish habitat. The Feasibility Study concluded that aquifer storage and recovery wells would be the most feasible method for performing groundwater banking.

After completing the Feasibility Study, the Water Agency obtained grant funding through the California Department of Water Resources Proposition 84 Local Groundwater Assistance Grant Program to perform an Enhanced Groundwater Recharge Study in Sonoma Valley, which involved the construction of a test well for the purposes of future aquifer storage and recovery pilot study demonstration testing, water quality testing, and geochemical modeling adjacent to City of Sonoma Municipal Well No. 6 in Sonoma. Consultant assisted the Water Agency with the study, which was completed in 2016.

The findings from the construction and sampling of the test well indicate that:

1. The local aquifer appears to be well-suited for aquifer storage and recovery, based on the composition of aquifer materials, relatively deep static groundwater levels, and high groundwater quality.
2. Scaling or clogging of the test well are not likely to be a significant issue based on geochemical analyses and modeling using data from water samples from local groundwater and the Russian River.

The need for groundwater banking in Sonoma Valley is apparent from declining groundwater levels, including in the vicinity of the City of Sonoma where groundwater levels have declined approximately 20 to 30 feet over the past 15 years. Addressing the declining groundwater levels through groundwater banking is one of the strategies that local stakeholders have recommended pursuing through the voluntary Sonoma Valley Groundwater Management Program. Addressing the declining groundwater levels is also now mandated by the State of California, under the Sustainable Groundwater Management Act. The City of Sonoma is interested in assessing the feasibility of aquifer storage and recovery for its water supply to increase resiliency and reduce overall demand on local groundwater supplies.

The primary purpose of the aquifer storage and recovery pilot study demonstration testing is to demonstrate recharge well hydraulics and operational performance of the well and to monitor water-quality changes and the local aquifer hydraulic response to recharge. The pilot study will be conducted in winter/spring 2017/2018 over a four-to-five month period and will consist of several iterative phases of

recharging a total of approximately 20 acre-feet of drinking water into the test well, short-term storage of the drinking water within the aquifer, and recovery of the water from the test well. Conducting a pilot study will allow for incremental assessment of the testing results through extensive monitoring of groundwater levels and water quality changes and response of the aquifer system.

Prior to initiating the pilot study, a permit from the San Francisco Bay Regional Water Quality Control Board will be obtained for the pilot study. Consultant previously contracted with the City of Sonoma and is assisting with preparation of several required components of the permit application under that contract with the City of Sonoma.

In addition to funding preparation of components of the permit application, the City of Sonoma will also be providing services related to wellhead and piping modifications and monitoring associated with the project. The Water Agency will be providing up to 25-acre-feet of water for the pilot study at no cost to the Water Contractors and technical support for the pilot study.

CONSULTANT SERVICES TO BE PERFORMED

Under the proposed agreement, the Consultant will provide assistance in developing construction specifications for wellhead modifications and piping, additional well development and testing, and aquifer storage and recovery pilot study demonstration testing. Specific tasks include:

1. Preparing plans for and overseeing wellhead modifications and piping;
2. Preparing plans for and conducting additional well development and testing;
3. Completing supporting documents needed for permits, including a technical report on the details of the pilot test, an operations and maintenance plan, and a sampling and analysis plan;
4. Conducting the pilot test, including collection and analysis of groundwater levels and water quality samples throughout the test;
5. Analysis of the pilot test results; and
6. Preparation of a technical report presenting the procedures and results of the pilot test, along with recommendations for future next steps.

A number of services related to the project, including construction work associated with the wellhead modifications and piping and routine data collection and monitoring of the pilot testing will be conducted by the City of Sonoma and are not included in the proposed agreement.

The cost of services under the proposed agreement will not exceed \$215,000; the term end date is December 31, 2018.

SELECTION PROCESS

On June 15, 2015, the Water Agency issued a Request for Statements of Qualifications for groundwater monitoring well construction and testing to four firms to create a list of a maximum of 10 qualified consultants for this type of work. The Request for Statements of Qualifications was also posted on the Water Agency and County of Sonoma Purchasing Department websites. Eighteen firms submitted Statements of Qualifications. The following criteria were used to evaluate each firm: thoroughness of the Statement of Qualifications, professional qualifications and demonstrated ability to perform the work,

and exceptions to standard terms in the sample agreement. Each Statement of Qualifications was evaluated by Water Agency staff and assigned a numeric score for each criteria to rank the firms. The top ten ranked firms, including Consultant, were selected for the list of qualified consultants. The qualified consultants are:

1. EBA Engineering, Santa Rosa, California
2. GEI Consultants Inc., Rancho Cordova, California
3. GHD, Santa Rosa, California
4. LACO Associates, Santa Rosa, California
5. Luhdorff and Scalmanini, Woodland, California
6. PES Environmental, Inc., Novato, California
7. SGI, The Source Group, Pleasant Hill, California
8. Stantec, Walnut Creek, California
9. Todd Groundwater, Alameda, California
10. Wood Rogers, Sacramento, California

Consultant was selected for the subject work based on its experience in successfully completing similar projects and project-specific experience in evaluating the feasibility of conducting aquifer storage and recovery projects in Sonoma Valley and designing and managing the construction of the test well which will be used for the pilot project.

EASEMENT AGREEMENT

The County owns certain real property (Assessor's Parcel Number 018-032-009 located at 126 1st Street West, Sonoma and commonly known as the Sonoma Veterans Memorial Building. The property is used as a meeting place for various veterans groups and is also leased by the County for use by other organizations or groups. The test well was constructed on the most northerly portion of the County's property on an unimproved portion of the property. At the request of the County, the Water Agency constructed the test well with all improvements located beneath the surface of the ground. The well was encased and covered with a traffic cover that allows surface use of the property without damage to the well.

ACQUISITION OF PROPERTY RIGHTS REQUIRED FOR THE PROJECT:

In order to operate and maintain the test well, the Water Agency must obtain property rights to facilitate access, construction, operation and maintenance of the test well on and through property owned by the County. These rights include a permanent easement. The Water Agency has prepared an Agreement for Purchase and Sale of Property Rights and an Easement and Agreement for the County and Water Agency's execution to provide the property rights needed for the test well (on file with the Clerk).

Water Agency staff appraised the value for just compensation for the property rights required for the Project from the County at \$1,000.

As previously stated, construction of the Project requires real property rights from the County. The following property rights are needed to construct the project:

From the County, a political subdivision of the State of California, an approximately 15-foot long permanent easement, approximately 15 feet wide, containing 225 square feet. The permanent easement to be acquired is part of a larger parcel (Assessor's Parcel Numbers 018-032-009 and 092-010-022) totaling 402,644 square feet (9.21-acres). Just compensation for this acquisition is \$1,000.

Upon a finding by the Board of Supervisors that the program is in the public interest and that the easement will not interfere with the County's use of the property, the Board may, by one action, approve the conveyance of an easement to a public entity. (California Government Code Section 25525.6).

Water Agency and General Services staff recommend that the Board find that the conveyance of the permanent easement to the Water Agency is in the public interest and will not interfere with the County's use of the property. The proposed action to provide the Water Agency certain easements on County property to improve the reliability of the public water supply for the Sonoma Valley meets the social needs of the County. Delivery of safe drinking water is necessary to meet the health, public safety and welfare of the County. The property interests affected by the proposed easement will not be needed for County purposes and the terms and conditions proposed by the Water Agency are in the best interests of the County and the general public.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) COMPLIANCE:

The Water Agency, as the lead CEQA Agency, has determined the project is exempt from the CEQA Guidelines pursuant to Section 15061 (b)(3) Review for Exemption and 15306 Information Collection because the transfer of property rights would not result in any change in existing environmental conditions and the project consists of data collection, research, and experimental management of aquifer storage and recovery. The project will not have a significant adverse effect upon an environmental resource. The Water Agency staff has prepared a Notice of Exemption for the project in accordance with the CEQA, the State CEQA Guidelines, and the Water Agency's Procedures for the Implementation of CEQA (on file with the Clerk). The proposed grant of easement was submitted to the City's Planning Department for review for compliance with Government Code Section 65402 and is compliant.

RECOMMENDATION

Authorize Water Agency's General Manager to execute an agreement with GEI Consultants Inc. for the Sonoma Valley aquifer storage and recovery pilot study groundwater banking through December 31, 2018, in the amount of \$215,000.

Authorize the Water Agency to provide up to 25 acre-feet of water for the pilot study at no cost to the Water Contractors.

Authorize the Chair of the Board of Directors to execute an Agreement for Purchase and Sale of Property Rights and an Easement and Agreement between the County of Sonoma and the Sonoma County Water Agency for the Water Agency's Aquifer Storage and Recovery Pilot Test in the form presented to this Board, or in such other form as approved by County Counsel.

Authorize the Chair of the Board of Supervisors to execute an Agreement for Purchase and Sale of Property Rights and an Easement and Agreement between the County of Sonoma and the Sonoma County

Water Agency for the Water Agency's Aquifer Storage and Recovery Pilot Test in the form presented to this Board, or in such other form as approved by County Counsel.
Authorize the General Manager to file a Notice of Exemption for project.

Prior Board Actions:

12/08/2015: Board authorized Water Agency's General Manager to execute an agreement with GEI Consultants to provide groundwater monitoring well construction support for the amount of \$376,000, agreement terminates on June 30, 2017
04/15/2014: Board Approval of Five Year Review and Update Report for the Sonoma Valley Groundwater Management Program and direct implementation of report recommendations
05/04/2010 Board Approval of Agreement for Groundwater Banking Feasibility Study between the Sonoma County Water Agency and GEI Consultants
11/06/2007 Board Approval of Sonoma Valley Groundwater Management Plan and Direction to Implement Plan.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

This project will enhance the region's ability to sustain groundwater resources in Sonoma County.

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.

This project meets this goal by evaluating aquifer storage and recovery as a strategy to improve long-term water supply reliability in the region by utilizing wintertime Russian River supplies and existing conveyance infrastructure to meet summertime and dry year water needs.

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses	\$216,000	\$0	\$0
Additional Appropriation Requested	\$0		
Total Expenditures	\$216,000	\$0	\$0
Funding Sources			
General Fund/WA GF	\$0	\$0	\$0
State/Federal	\$0	\$0	\$0
Fees/Other	\$216,000	\$0	\$0
Use of Fund Balance	\$0	\$0	\$0
Contingencies	\$0	\$0	\$0
Total Sources	\$216,000	\$0	\$0
Narrative Explanation of Fiscal Impacts:			
Budgeted amount of \$216,000 is available from FY 2016/2017 appropriations for the Water Transmission fund.			
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:			
Agreement with GEI Consultants, Inc. Agreement for Purchase and Sale of Property Rights (4 copies) Easement and Agreement (4 copies) Notice of Exemption			
Related Items “On File” with the Clerk of the Board:			
None			

rw : \Agenda\agrees\09-12-2017 WA Aquifer Storage and Pilot
Study_summ.docm

CF/47-0-21 GEI Consultants, Inc. (Agree for Aquifer Storage and Recovery
Pilot Study Demonstration Testing) 16/17-147 (ID 6762)

Agreement for Aquifer Storage and Recovery Pilot Study Demonstration Testing

This agreement ("Agreement") is by and between **Sonoma County Water Agency**, a body corporate and politic of the State of California ("Water Agency") and **GEI Consultants Inc.**, a Massachusetts corporation ("Consultant"). The Effective Date of this Agreement is the date the Agreement is last signed by the parties to the Agreement, unless otherwise specified in Article 5 (Term of Agreement).

RECITALS

- A. Consultant certifies that it is a Massachusetts corporation duly authorized to do business in the State of California, registered with the Secretary of State of California, and represents that it is a duly qualified and licensed environmental engineering and water resource consulting firm, experienced in aquifer storage and recovery and related services.
- B. A 2013 groundwater banking feasibility study prepared by Consultant concluded that aquifer storage and recovery (ASR) wells are a feasible method for conducting groundwater banking in the Santa Rosa Plain and Sonoma Valley.
- C. Water Agency obtained grant funding through the California Department of Water Resources Proposition 84 Local Groundwater Assistance Grant Program to perform an Enhanced Groundwater Recharge Study in Sonoma Valley. Consultant assisted Water Agency with the study, which included the construction of a test well for the purposes of future ASR pilot study demonstration testing, water quality testing, and geochemical modeling.
- D. Under this Agreement, Consultant will provide assistance in developing construction specifications for wellhead modifications and piping, additional well development and testing, and ASR pilot study demonstration testing.

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

AGREEMENT

1. RECITALS

- 1.1. The above recitals are true and correct.

2. LIST OF EXHIBITS

- 2.1. The following exhibits are attached hereto and incorporated herein:
 - a. Exhibit A: Scope of Work
 - b. Exhibit B: Schedule of Costs

- c. Exhibit C: Estimated Budget for Scope of Work
- d. Exhibit D: Map
- e. Exhibit E: Insurance Requirements

3. **SCOPE OF SERVICES**

3.1. *Consultant's Specified Services:* Consultant shall perform the services described in Exhibit A (Scope of Work), within the times or by the dates provided for in Exhibit A and pursuant to Article 9 (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.

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

Water Agency	Consultant
Project Manager: Marcus Trotta 404 Aviation Boulevard Santa Rosa, CA 95403-9019 Phone: 707-547-1978 Email: marcus.trotta@scwa.ca.gov	Contact: Christian Petersen 2868 Prospect Park Drive, Suite 400 Rancho Cordova, CA 95670 Phone: 916-631-4597 Email: cpetersen@geiconsultants.com
Remit invoices to: Susan Bookmyer Same address as above or Email: susan.bookmyer@scwa.ca.gov	Remit payments to: GEI Consultants PO Box 843005 Boston, MA 02284-3005

3.3. *Performance Standard and Standard of Care:* Consultant hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with the standards of a reasonable professional having specialized knowledge and expertise in the services provided under this Agreement and in accordance with all applicable federal, state and local laws, it being understood that acceptance of Consultant's work by Water Agency shall not operate as a waiver or release. Water Agency has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. If Water Agency determines that any of Consultant's work is not in accordance with such level of competency and standard of care, Water Agency, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with Water Agency to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 6 (Termination); or (d) pursue any and all other remedies at law or in equity.

3.4. *Assigned Personnel:*

- a. Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time Water Agency, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from Water Agency.
- 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 Water Agency to be key personnel whose services were a material inducement to Water Agency to enter into this Agreement, and without whose services Water Agency would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of Water Agency.
- c. With respect to performance under this Agreement, Consultant shall employ the following key personnel:

<i>Title</i>	<i>Name</i>
Principal-In-Charge	Christian Petersen

- d. In the event that any of Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness, or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.

4. PAYMENT

4.1. *Total Costs:*

- a. Total costs under this Agreement shall not exceed \$215,000.
- b. No more than \$193,500 will be paid until submittal of Draft ASR Pilot Test Report.

4.2. *Method of Payment:* Consultant shall be paid in accordance with the following terms:

- a. Consultant shall be paid in accordance with Exhibit B (Schedule of Costs). Billed hourly rates shall include all costs for overhead and any other charges, other than expenses specifically identified in Exhibit B. Expenses not expressly authorized by the Agreement shall not be reimbursed.

4.3. *Invoices:* Consultant shall submit its bills in arrears on a monthly basis, based on work completed for the period, in a form approved by Water Agency. The bills shall show or include:

- a. Consultant name
- b. Name of Agreement
- c. Water Agency's Project-Activity Code T0147D014
- d. Task performed with an itemized description of services rendered by date

- e. Summary of work performed by subconsultants, as described in Paragraph 15.4
 - f. Time in quarter hours devoted to the task
 - g. Hourly rate or rates of the persons performing the task
 - h. List of reimbursable materials and expenses
 - i. Copies of receipts for reimbursable materials and expenses
- 4.4. *Cost Tracking:* Consultant has provided an estimated breakdown of costs, included in Exhibit C (Estimated Budget for Scope of Work). Exhibit C will only be used as a tool to monitor progress of work and budget. Actual payment will be made as specified in Paragraph 4.2 above.
- 4.5. *Timing of Payments:* Unless otherwise noted in this Agreement, payments shall be made within the normal course of Water Agency business after presentation of an invoice in a form approved by Water Agency for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by Water Agency.
- 4.6. *Taxes Withheld by Water Agency:*
- a. Pursuant to California Revenue and Taxation Code (R&TC) section 18662, the Water Agency shall withhold seven percent of the income paid to Consultant for services performed within the State of California under this Agreement, for payment and reporting to the California Franchise Tax Board, if Consultant does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.
 - b. If Consultant does not qualify, as described in Paragraph 4.6.a, Water Agency requires that a completed and signed Form 587 be provided by Consultant in order for payments to be made. If Consultant is qualified, as described in Paragraph 4.6.a, then Water Agency requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, Consultant agrees to promptly notify Water Agency of any changes in the facts. Forms should be sent to Water Agency pursuant to Article 16 of this Agreement. To reduce the amount withheld, Consultant has the option to provide Water Agency with either a full or partial waiver from the State of California.

5. **TERM OF AGREEMENT**

- 5.1. This Agreement shall expire on December 31, 2018, unless terminated earlier in accordance with the provisions of Article 6 (Termination).

6. TERMINATION

- 6.1. *Authority to Terminate:* Water Agency's right to terminate may be exercised by Water Agency's General Manager.
- 6.2. *Termination Without Cause:* Notwithstanding any other provision of this Agreement, at any time and without cause, Water Agency shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to Consultant.
- 6.3. *Termination for Cause:* Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, Water Agency may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.
- 6.4. *Delivery of Work Product and Final Payment Upon Termination:* In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to Water Agency all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement subject to Paragraph 12.9 and shall submit to Water Agency an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.
- 6.5. *Payment Upon Termination:* Upon termination of this Agreement by Water Agency, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services are to be paid on a per-hour or per-day basis, then Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to termination multiplied by the applicable hourly or daily rate; and further provided, however, that if Water Agency terminates the Agreement for cause pursuant to Paragraph 6.3, Water Agency shall deduct from such amounts the amount of damage, if any, sustained by Water Agency by virtue of the breach of the Agreement by Consultant.

7. INDEMNIFICATION

- 7.1. Consultant agrees to indemnify, hold harmless, and release Sonoma County Water Agency, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, to the extent caused by the negligent acts

or omissions, recklessness, or willful misconduct of Consultant or its agents, employees, contractors, subcontractors, or invitees in the performance or satisfaction of the obligations of this Agreement. Consultant agrees to provide a defense for any claim or action brought against Sonoma County Water Agency based upon a claim relating to Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or satisfaction of the obligations under this Agreement. Consultant's obligations under this Article 7 apply whether or not there is concurrent negligence on the part of Sonoma County Water Agency, but, to the extent required by law, excluding liability due to conduct of Sonoma County Water Agency. Sonoma County Water Agency shall have the right to select its legal counsel at Consultant's expense, subject to Consultant's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents, employees, contractors, subcontractors, or invitees under workers' compensation acts, disability benefits acts, or other employee benefit acts. Consultant will be responsible for the cost of defense to the extent caused by the negligent acts, recklessness, or willful misconduct of Consultant, any subcontractor, anyone directly or indirectly employed by them, or anyone that they control. The Sonoma County Water Agency will be responsible for the cost of defense to the extent caused by the negligent acts, recklessness, or willful misconduct of the Sonoma County Water Agency.

8. INSURANCE

- 8.1. With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit E (Insurance Requirements).

9. PROSECUTION OF WORK

- 9.1. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Consultant's performance of this Agreement shall be extended by a number of days equal to the number of days Consultant has been delayed.

10. EXTRA OR CHANGED WORK

- 10.1. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Changes to lengthen time schedules or make minor modifications to the scope of work, which do not increase the amount paid under the Agreement, may be executed by the Water Agency's General Manager in a form approved by County Counsel. The parties expressly recognize that Water Agency personnel are without authorization to order all other extra or changed work or waive Agreement

requirements. Failure of Consultant to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of Water Agency.

11. CONTENT ONLINE ACCESSIBILITY

- 11.1. *Accessibility:* Water Agency policy requires that all documents that may be published to the Web meet accessibility standards to the greatest extent possible, and utilizing available existing technologies.
- 11.2. *Standards:* All consultants responsible for preparing content intended for use or publication on a Water Agency managed or Water Agency funded web site must comply with applicable federal accessibility standards established by 36 C.F.R. section 1194, pursuant to section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. section 794(d)), and Water Agency's Web Site Accessibility Policy located at <http://webstandards.sonoma-county.org>.
- 11.3. *Certification:* With each final receivable intended for public distribution (report, presentations posted to the Internet, public outreach materials), Consultant shall include a descriptive summary describing how all deliverable documents were assessed for accessibility (e.g., Microsoft Word accessibility check; Adobe Acrobat accessibility check, or other commonly accepted compliance check).
- 11.4. *Alternate Format:* When it is strictly impossible due to the unavailability of technologies required to produce an accessible document, Consultant shall identify the anticipated accessibility deficiency prior to commencement of any work to produce such deliverables. Consultant agrees to cooperate with Water Agency staff in the development of alternate document formats to maximize the facilitative features of the impacted document(s); e.g., embedding the document with alt-tags that describe complex data/tables.
- 11.5. *Noncompliant Materials; Obligation to Cure:* Remediation of any materials that do not comply with Water Agency's Web Site Accessibility Policy shall be the responsibility of Consultant. If Water Agency, in its sole and absolute discretion, determines that any deliverable intended for use or publication on any Water Agency managed or Water Agency funded Web site does not comply with Water Agency Accessibility Standards, Water Agency will promptly inform Consultant in writing. Upon such notice, Consultant shall, without charge to Water Agency, repair or replace the non-compliant materials within such period of time as specified by Water Agency in writing. If the required repair or replacement is not completed within the time specified, Water Agency shall have the right to do

any or all of the following, without prejudice to Water Agency's right to pursue any and all other remedies at law or in equity:

- a. Cancel any delivery or task order
- b. Terminate this Agreement pursuant to the provisions of Article 6 (Termination); and/or
- c. In the case of custom Electronic and Information Technology (EIT) developed by Consultant for Water Agency, Water Agency may have any necessary changes or repairs performed by itself or by another contractor. In such event, Consultant shall be liable for all expenses incurred by Water Agency in connection with such changes or repairs.

11.6. *Water Agency's Rights Reserved:* Notwithstanding the foregoing, Water Agency may accept deliverables that are not strictly compliant with Water Agency Accessibility Standards if Water Agency, in its sole and absolute discretion, determines that acceptance of such products or services is in Water Agency's best interest.

12. REPRESENTATIONS OF CONSULTANT

- 12.1. *Status of Consultant:* The parties intend that Consultant, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of Water Agency and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits Water Agency provides its employees. In the event Water Agency exercises its right to terminate this Agreement pursuant to Article 6 (Termination), Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.
- 12.2. *No Suspension or Debarment:* Consultant warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration.
- 12.3. *Taxes:* Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold Water Agency harmless from any liability which it may incur to the United States or to the State of California or to any other public entity as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In case Water Agency is audited for compliance regarding any

withholding or other applicable taxes, Consultant agrees to furnish Water Agency with proof of payment of taxes on these earnings.

- 12.4. *Records Maintenance:* Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to Water Agency for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.
- 12.5. *Conflict of Interest:* Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if required by law or requested to do so by Water Agency, Consultant shall submit a completed Fair Political Practices Commission Statement of Economic Interests (Form 700) with Water Agency within 30 calendar days after the Effective Date of this Agreement and each year thereafter during the term of this Agreement, or as required by state law.
- 12.6. *Statutory Compliance/Living Wage Ordinance:* Consultant agrees to comply, and to ensure compliance by its subconsultants or subcontractors, with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, 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. Without limiting the generality of the foregoing, Consultant expressly acknowledges and agrees that this 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 Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.
- 12.7. *Nondiscrimination:* Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.
- 12.8. *Assignment of Rights:* Consultant assigns to Water Agency all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Consultant in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to Water

Agency in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as Water Agency may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of Water Agency. Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of Water Agency.

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

13. PREVAILING WAGES

- 13.1. *General:* Consultant shall pay to any worker on the job for whom prevailing wages have been established an amount equal to or more than the general prevailing rate of per diem wages for (1) work of a similar character in the locality in which the work is performed and (2) legal holiday and overtime work in said locality. The per diem wages shall be an amount equal to or more than the stipulated rates contained in a schedule that has been ascertained and determined by the Director of the State Department of Industrial Relations and Water Agency to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this Agreement. Consultant shall also cause a copy of this determination of the prevailing rate of per diem wages to be posted at each site work is being performed, in addition to all other job site notices prescribed by regulation. Copies of the prevailing wage rate of per diem wages are on file at Water Agency and will be made available to any person upon request.
- 13.2. *Subcontracts:* Consultant shall insert in every subcontract or other arrangement which Consultant may make for performance of such work or labor on work provided for in the Agreement, provision that Subcontractor shall pay persons performing labor or rendering service under subcontract or other arrangement not less than the general prevailing rate of per diem wages for work of a similar

character in the locality in which the work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed in the Labor Code. Pursuant to Labor Code section 1775(b)(1), Consultant shall provide to each Subcontractor a copy of sections 1771, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code.

- 13.3. *Compliance Monitoring and Registration:* This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Consultant shall furnish and shall require all subcontractors to furnish the records specified in Labor Code section 1776 (e.g. electronic certified payroll records) directly to the Labor Commissioner in a format prescribed by the Labor Commissioner at least monthly (Labor Code 1771.4 (a)(3)). Consultant and all subcontractors performing work that requires payment of prevailing wages shall be registered and qualified to perform public work pursuant to Labor Code section 1725.5 as a condition to engage in the performance of any services under this Agreement.
- 13.4. *Compliance with Law:* In addition to the above, Consultant stipulates that it shall comply with all applicable wage and hour laws, including without limitation Labor Code sections 1725.5, 1775, 1776, 1777.5, 1813, and 1815 and California Code of Regulations, Title 8, section 16000, et seq.

14. DEMAND FOR ASSURANCE

- 14.1. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article 14 limits Water Agency's right to terminate this Agreement pursuant to Article 6 (Termination).

15. ASSIGNMENT AND DELEGATION

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

- 15.2. *Subcontracts:* Notwithstanding the foregoing, Consultant may enter into subcontracts with the subconsultants specifically identified herein. If no subconsultants are listed, then no subconsultants will be utilized in the performance of the work specified in this Agreement. Approved subconsultants are as follows:

Name	Type of Services	Prevailing Wages Apply? Y/N
Pueblo Water Resources	Technical support for ASR testing	N

- 15.3. *Change of Subcontractors or Subconsultants:* If, after execution of the Agreement, parties agree that subconsultants not listed in Paragraph 15.2 will be utilized, Consultant may enter into subcontracts with subconsultants to perform other specific duties pursuant to the provisions of this Paragraph 15.3. The following provisions apply to any subcontract entered into by Consultant other than those listed in Paragraph 15.2 above:

- a. Prior to entering into any contract with subconsultant, Consultant shall obtain Water Agency approval of subconsultant. Water Agency's Board of Directors must approve the selection of any subconsultant if the amount payable to subconsultant under the agreement exceeds \$25,000. In connection with such approval, Consultant shall provide Water Agency with copies of the responses to Consultant's Request for Proposals (RFP) to subconsultants, the names of key personnel who will be performing work under the agreement, and an explanation of Consultant's reasons for choosing the recommended subconsultant based upon the criteria in the RFP.
- b. All agreements with subconsultants shall (a) contain indemnity requirements in favor of Water Agency in substantially the same form as that contained in Article 7, (b) contain language that the subconsultant may be terminated with or without cause upon reasonable written notice, and (c) prohibit the assignment or delegation of work under the agreement to any third party.

- 15.4. *Summary of Subconsultants' Work:* Consultant shall provide Water Agency with a summary of work performed by subconsultants with each invoice submitted under Paragraph 4.3. Such summary shall identify the individuals performing work on behalf of subconsultants and the total amount paid to subconsultant, broken down by the tasks listed in the Scope of Work.

16. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS, AND MAKING PAYMENTS

- 16.1. *Method of Delivery:* All notices, bills, and payments shall be made in writing and shall be given by personal delivery, U.S. Mail, courier service, or electronic means. Notices, bills, and payments shall be addressed as specified in Paragraph 3.2.

- 16.2. *Receipt:* 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 electronic means, 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 deposited in the U.S. mail and postmarked on the date of the electronic transmission (for a payment, on or before the due date), (2) the sender has a written confirmation of the electronic transmission, and (3) the electronic transmission 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 16.

17. **MISCELLANEOUS PROVISIONS**

- 17.1. *No Bottled Water:* In accordance with Water Agency Board of Directors Resolution No. 09-0920, dated September 29, 2009, no Water Agency funding shall be used to purchase single-serving, disposable water bottles for use in Water Agency facilities or at Water Agency-sponsored events. This restriction shall not apply when potable water is not available.
- 17.2. *No Waiver of Breach:* The waiver by Water Agency of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.
- 17.3. *Construction:* To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant and Water Agency acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Consultant and Water Agency acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.
- 17.4. *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.
- 17.5. *No Third-Party Beneficiaries:* Except as provided in Article 7 (Indemnification), nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

- 17.6. *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 in the forum nearest to the city of Santa Rosa, in the County of Sonoma.
- 17.7. *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.
- 17.8. *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. Each Party acknowledges that, in entering into this Agreement, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.
- 17.9. *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.
- 17.10. *Time of Essence:* Time is and shall be of the essence of this Agreement and every provision hereof.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date last signed by the parties to the Agreement.

Reviewed as to funds:

TW 16/17-147

By: _____
Water Agency Division Manager -
Administrative Services

Approved as to form:

By: _____
Cory O'Donnell, Deputy County Counsel

Insurance Documentation is on file with
Water Agency

Date/TW Initials: 6/29/17 crt

Sonoma County Water Agency

GEI Consultants Inc., a Massachusetts
corporation

By: _____
Michael Thompson
Interim General Manager
Authorized per Water Agency's Board of
Directors Action on September 12, 2017

By: _____

(Please print name here)

Title: _____

Date: _____

Date: _____

Exhibit A

Scope of Work

1. **COMMENCEMENT OF WORK**

- 1.1. Consultant is authorized to proceed immediately with the performance of this Agreement upon the Effective Date of this Agreement.

2. **TASKS**

2.1. Task 1: Construction Specifications

- a. Prepare specifications for several activities at test well (TW) 6A, including chemical and mechanical development, step-drawdown and constant-rate pumping tests, and wellhead improvements at City Well 6 and TW-6A.
 - i. Draft: Prepare the specifications in draft form and submit to Water Agency for review and approval in accordance with the date listed for this deliverable. Water Agency will return one copy of the draft specifications to Consultant with comments or approval in writing.
 - ii. Final: Following Water Agency approval and prior to Water Agency's acceptance of work under this Agreement, submit the final approved specifications to Water Agency in accordance with the date listed for this deliverable.

Deliverable	Due Date
Draft specifications	Within 21 calendar days of Effective Date
Final specifications	Within 7 calendar days of receipt of Water Agency final approval.

2.2. Task 2: Wellhead Improvements and Well Development and Testing

- a. Facilitate wellhead improvements at TW-6A by the City of Sonoma. Improvements will include an in-ground vault for the well head, in-ground piping (2) for both injection and extraction, control valves, check valves, back-flow preventer, flow meters, and other appurtenances plus the connection to the municipal water pipeline.
- b. Pull and reinstall pump column at City Well 6 with a water level sounding tube. City will provide appropriate access to Well 6 for well contractor, including trimming of trees and temporary removal of fencing.
- c. Perform additional development for TW-6A to ensure drilling mud and fine-grained sediments have been removed from the filter pack and formation.
- d. Conduct an 8-hour step-drawdown test to evaluate the pumping capacity of the well utilizing submersible pump from City Well 6. Well contractor will connect pump to existing electrical control panel.
- e. Following the step-drawdown test, conduct a 24-hour constant rate test to determine aquifer parameters utilizing submersible pump from City Well 6.

- f. Collect a water sample end of the constant rate test for laboratory analysis of geochemical conditions.
- g. Provide a Technical Memorandum for the evaluation of the pumping test data and geochemical data for aquifer storage and recovery (ASR) application.
 - i. Draft: Prepare the Technical Memorandum in draft form and submit to Water Agency for review and approval in accordance with the date listed for this deliverable. Water Agency will return one copy of the draft Technical Memorandum to Consultant with comments or approval in writing.
 - ii. Final: Following Water Agency approval and prior to Water Agency's acceptance of work under this Agreement, submit the final approved Technical Memorandum to Water Agency in accordance with the date listed for this deliverable.
- h. Use City-provided tanks for temporary storage of turbid water.
- i. Use City Well 6 to monitor water level during tests and for groundwater sampling.
- j. Discharge clear water to the drainage channel via City's wharf hydrant, according to the requirements of City's operations permit.

Deliverable	Due Date
Draft Technical Memorandum	Within 14 calendar days following receipt of final laboratory analytical results
Final Technical Memorandum	Within 7 calendar days of receipt of Water Agency final approval.

2.3. Task 3: Notice of Intent Documents

- a. Prepare documents required by the California State Water Resources Control Board (SWRCB) via Water Quality Order 2012-0010, including specific requirements in Attachment C and in the Monitoring and Reporting Program (MRP), for the Notice of Intent (NOI). Documents include a Report of Waste Discharge (Form 200); a Technical Report on the details of the ASR project, as defined in Attachment C; and the documented registration of the ASR well with the US EPA Underground Injection Control (UIC) program.
- b. Prepare and submit to Water Agency an Operations and Maintenance Plan and a Sampling and Analysis Plan, assembled in a binder, separated by labeled tabs.
- c. Submit for review by Water Agency.
 - i. Draft: Prepare the NOI documents in draft form and submit to Water Agency for review and approval in accordance with the date listed for this deliverable. Water Agency will return one copy of the draft NOI documents to Consultant with comments or approval in writing.

- ii. Final: Following Water Agency approval and prior to Water Agency's acceptance of work under this Agreement, submit the final approved NOI documents to Water Agency in accordance with the date listed for this deliverable.
- d. Assist Water Agency with responses to RWQCB and SWRCB comments, as needed.

Deliverable	Due Date
Draft NOI documents	Within 21 calendar days following issuance of Final Technical Memorandum (Task 2 deliverable)
Final NOI documents	Within 14 calendar days of receipt of Water Agency final approval

2.4. Task 4: ASR Pilot Test

- a. Conduct pilot test utilizing submersible pump from City Well 6, which will be comprised of three cycles of recharge-storage-extraction, as presented in the 2015 work plan for City Well 6, and based on the following:

ASR Cycle	Volume, MG	Duration, days			
		Injection*	Storage	Recovery*	Total
1	0.9	6	7	4	17
2	2.7	19	21	13	53
3	2.7	19	30	13	62
*100 gpm for injection 150 gpm for recovery				TOTAL:	132

- b. Collect water samples periodically during each cycle for laboratory analysis of various constituents, as required by the SWRCB Order and for geochemical characterizations, as defined in the 2015 work plan.
- c. Collect a total of 25 samples during the three cycles of testing, mostly from the test well but also from City Well 6.
- d. Collect one sample during the constant rate pumping test prior to the pilot test.
- e. Prepare a Technical Addendum for submittal by Water Agency to RWQCB that includes a summary of the pilot test procedures, results and recommendations for potential full-scale ASR operations.
 - i. Draft: Prepare the Technical Addendum in draft form and submit to Water Agency for review and approval in accordance with the date listed for this deliverable. Water Agency will return one copy of the draft Technical Addendum to Consultant with comments or approval in writing.

- ii. Final: Following Water Agency approval and prior to Water Agency's acceptance of work under this Agreement, submit the final approved Technical Addendum to Water Agency in accordance with the date listed for this deliverable.

Deliverable	Due Date
Draft Technical Addendum	Within 28 calendar days of completion of the ASR pilot test
Final Technical Addendum	Within 14 calendar days of receipt of Water Agency final approval

3. DELIVERABLES

- 3.1. Submit one electronic copy in PDF format (emailed or on CD) and three hard copies of each final deliverable to Water Agency.
- 3.2. Comply with requirements of Paragraph 11 (Content Online Accessibility).

Exhibit B

Schedule of Costs

PERSONNEL	
Title	2017 Hourly Rates
Staff Professional – Grade 1	\$110
Staff Professional – Grade 2	\$121
Project Professional – Grade 3	\$133
Project Professional – Grade 4	\$149
Senior Professional – Grade 5	\$176
Senior Professional – Grade 6	\$201
Senior Professional – Grade 7	\$238
Senior Consultant – Grade 8	\$267
Senior Consultant – Grade 9	\$330
Senior Principal – Grade 10	\$330
Senior CADD Drafter and Designer	\$133
CADD Drafter/Designer and Senior Technician	\$121
Technician, Word Processor, Administrative Staff	\$100
Office Aide	\$ 99
Deposition and Testimony	1.5 times the hourly rate
PREVAILING WAGES	
For work subject to prevailing wage rates, the hourly rate charged will be equivalent to the prevailing wage rate applicable to the work performed by each laborer.	

EXPENSES	
Item	Cost
Subconsultant: Pueblo Water Resources	At cost + 15%, not to exceed \$44,000
Chemical laboratory charges	at cost +15%
Rented or leased field and laboratory equipment	at cost +15%
Outside printing and reproduction	at cost +15%
Communications and mailing charges	at cost +15%
Reproduction expenses (internal)	at cost +15%
Shipping costs for samples and equipment	at cost +15%
Disposal of samples	at cost +15%
Rental vehicles	at cost +15%
Specialized computer programs (in addition to labor rate for computer operator)	at cost
Field and laboratory equipment billing rates	at cost
Parking and tolls	at cost
Mileage for personal car	\$0.535 per mile
Consultant-owned four-wheel drive vehicles	\$0.535 per mile
Per diem living costs	\$150 per day

Exhibit C

Estimated Budget for Scope of Work

Table 1. Project Costs Proposal: Sonoma Well 6A ASR Pilot Test Sonoma County Water Agency Date: 03-Jul-17			
Task	Labor Costs	Expenses	Task Cost
Task 1: Construction Specifications	\$ 6,149	\$ 1,800	\$ 7,949
1.1 Well development and pumping tests	\$ 1,642		\$ 1,642
1.2 Well 6A piping and electrical + drawing(s)	\$ 3,768		\$ 3,768
1.3 Well 6 sounding pipe and sampling port	\$ 739		\$ 739
Task 2: Well 6A Development and Testing	\$ 15,618	\$ 26,950	\$ 42,568
2.1 Mobilization and test setup	\$ 1,594		\$ 1,594
2.2 Development - swabbing & Aqua Clear treatment	\$ 3,590		\$ 3,590
2.3 Step-drawdown test & recovery	\$ 2,696		\$ 2,696
2.4 Constant rate test & recovery	\$ 2,980		\$ 2,980
2.5 Demobilization	\$ 1,594		\$ 1,594
2.6 Evaluate well & aquifer hydraulics	\$ 3,164		\$ 3,164
Task 3: Wellhead Modifications	\$ 8,728	\$ 6,000	\$ 14,728
3.1 Well 6 sounding pipe and sampling port	\$ 2,398		\$ 2,398
3.2 Well 6A below-grade vault	\$ 596		\$ 596
3.3 Well 6A piping to/from supply line, including electrical controls	\$ 4,542		\$ 4,542
3.4 Well 6A piping to waste	\$ 1,192		\$ 1,192
Task 4: Notice of Intent Documents	\$ 17,358	\$ 11,400	\$ 28,758
4.1 Prepare NOI documents: Technical Report, Form 200, UIC registration, O&M Plan, and SAP	\$ 10,402		\$ 10,402
4.2 Revise NOI Documents for submittal to RWQCB	\$ 2,788		\$ 2,788
4.3 Respond to RWQCB comments	\$ 4,168		\$ 4,168
Task 5: ASR Pilot Test	\$ 58,032	\$ 52,301	\$ 110,333
5.1 Mobilization and setup	\$ 1,192		\$ 1,192
5.2 Start pilot test	\$ 3,680		\$ 3,680
5.3 Maintain pilot test	\$ 26,368		\$ 26,368
5.4 Demobilization	\$ 596		\$ 596
5.5 Draft report for SCWA review	\$ 21,124		\$ 21,124
5.6 Final report	\$ 5,072		\$ 5,072
Task 6: Project Management	\$ 6,580	\$ 4,000	\$ 10,580
6.1 Budget tracking, filings	\$ 3,364		\$ 3,364
6.2 Progress meetings (1-hour) by telephone	\$ 3,216		\$ 3,216
Project Total:	\$112,465	\$102,451	\$214,915
General Note: 1. Expenses include fees for mileage, copies, and/or field equipment; and other/outside expenses with a 15% markup			

Exhibit D

Map

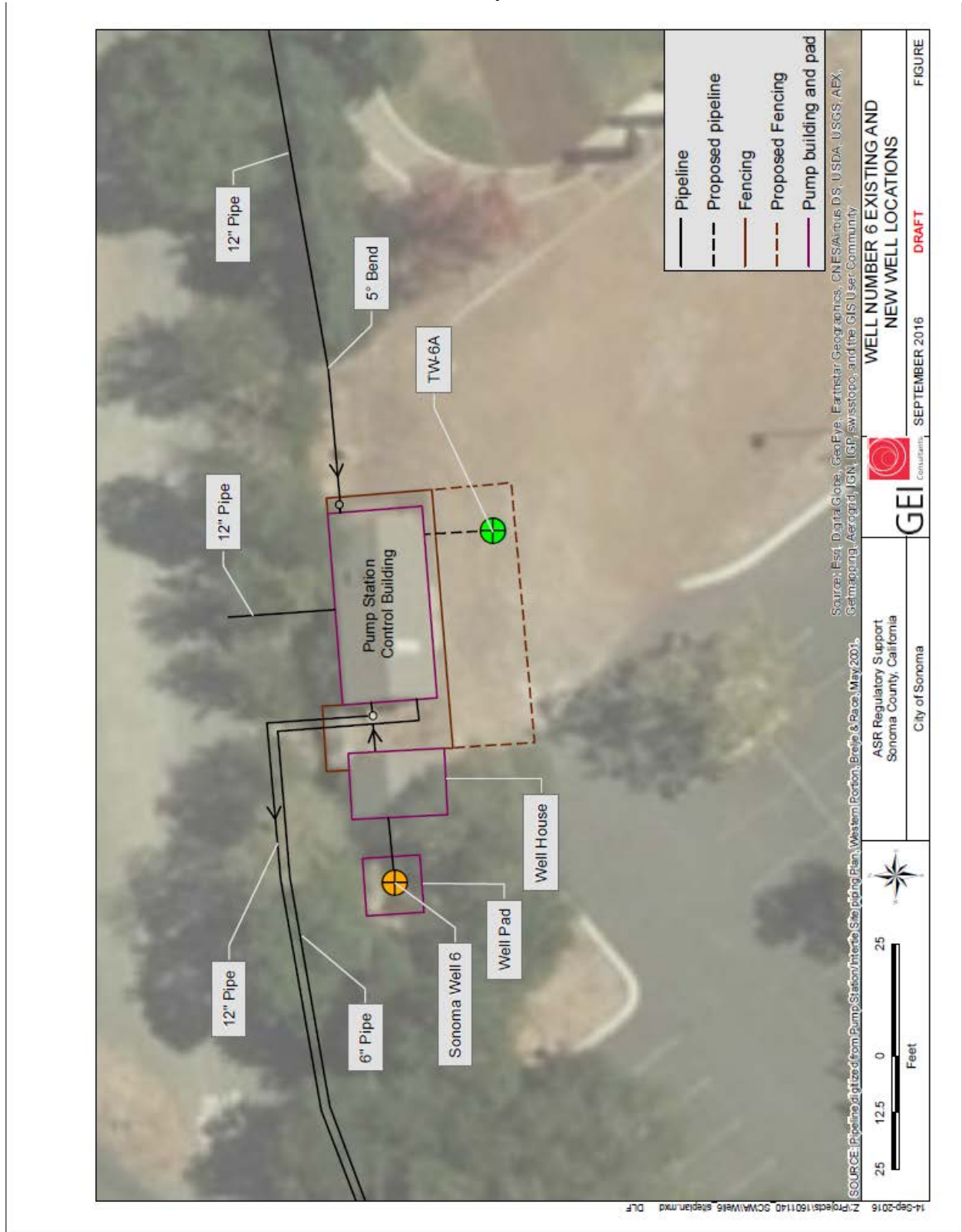


Exhibit E

Insurance Requirements

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

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

1. INSURANCE TO BE MAINTAINED BY CONSULTANT AND SUBCONSULTANTS

1.1. Workers Compensation and Employers Liability Insurance

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

1.2. 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 Excess or General Liability Insurance and Commercial Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, Water Agency requires and shall be entitled to coverage for the higher limits maintained by Consultant.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by Water Agency. Consultant is responsible for any deductible or self-insured retention and shall fund it upon Water Agency's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving the Water Agency.
- d. Sonoma County Water Agency and Valley of the Moon Water District, their officers, agents, and employees, shall be endorsed as additional insured(s)

for liability arising out of operations by or on behalf of the Consultant in the performance of this Agreement.

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

1.3. Automobile Liability Insurance

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limit may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos. If Consultant currently owns no autos, Consultant agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall cover hired and non-owned autos.
- d. Required Evidence of Insurance: Certificate of Insurance.

1.4. Professional Liability/Errors and Omissions Insurance

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

- 1.5. Standards for Insurance Companies
 - a. Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.
- 1.6. Documentation
 - a. The Certificate of Insurance must include the following reference: TW 16/17-147.
 - b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with Water Agency for the entire term of this Agreement and any additional periods if specified in Sections 1.1, 1.2, 1.3, or 1.4, above.
 - c. The name and address for mailing Additional Insured endorsements and Certificates of Insurance is: Sonoma County Water Agency, 404 Aviation Boulevard, Santa Rosa, CA 95403-9019.
 - d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
 - e. Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
 - f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.
- 1.7. Policy Obligations
 - a. Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.
- 1.8. Material Breach
 - a. If Consultant fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. Water Agency, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, Water Agency may purchase the required insurance, and without further notice to Consultant, Water Agency may deduct from sums due to Consultant any premium costs advanced by Water Agency for such insurance. These remedies shall be in addition to any other remedies available to Water Agency.

2. INSURANCE TO BE MAINTAINED BY CONSULTANT'S DRILLING/WELL CONSTRUCTION SUBCONTRACTOR ("Subcontractor")

- 2.1. Workers Compensation and Employers Liability Insurance
 - a. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
 - b. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
 - c. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against Sonoma County Water Agency, Valley of the Moon Water District, and GEI Consultants, Inc.
 - d. Required Evidence of Insurance:
 - i. Subrogation waiver endorsement, and
 - ii. Certificate of Insurance.
- 2.2. General Liability Insurance
 - a. Commercial General Liability Insurance on a standard occurrence form, no less broad than ISO form CG 00 01.
 - b. Minimum Limits: \$5,000,000 per Occurrence; \$5,000,000 General Aggregate; \$5,000,000 Products/Completed Operations Aggregate. The General Aggregate shall apply separately to each project. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Subcontractor maintains higher limits than the specified minimum limits, Sonoma County Water Agency, Valley of the Moon Water District, and GEI Consultants, Inc., require and shall be entitled to coverage for the higher limits maintained by Subcontractor.
 - 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 Sonoma County Water Agency. Subcontractor is responsible for any deductible or self-insured retention and shall fund it upon written request of any party endorsed as an additional insured, regardless of whether Subcontractor has a claim against the insurance or is named as a party in any action involving any additional insured.
 - d. Insurance shall be maintained for the entire period of the work plus two (2) years after completion of the work.
 - e. Sonoma County Water Agency, Valley of the Moon Water District, and GEI Consultants, Inc., their officers, agents, and employees shall be endorsed as additional insureds for liability arising out of ongoing and completed operations by or on behalf of the Subcontractor. Additional insured status shall continue for two (2) years after completion of the work.

- 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 insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- h. The policy shall not exclude injury or damage caused by, or resulting from, explosion, collapse and/or underground hazards.
- i. The policy shall not contain a Contractors' Warranty or other similar language which eliminates or restricts insurance because of a subcontractor's failure to carry specific insurance or to supply evidence of such insurance.
- j. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against all persons or entities that are, or are required to be, endorsed as additional insureds.
- k. The policy shall cover inter-insured suits between Subcontractor and the additional insureds and shall include a “separation of insureds” or “severability” clause which treats each insured separately.
- l. Required Evidence of Insurance:
 - i. Additional insured endorsements or policy language granting additional insured status;
 - ii. Endorsement or policy language indicating that insurance is primary and non-contributory;
 - iii. Subrogation waiver endorsement; and
 - iv. Certificate of Insurance.

2.3. Automobile Liability Insurance

- a. Minimum Limit: \$2,000,000 combined single limit per accident.
- b. Insurance shall cover all owned, hired and non-owned vehicles.
- c. Sonoma County Water Agency, Valley of the Moon Water District, and GEI Consultants, Inc., their officers, agents, and employees shall be defined as insureds under the policy or shall be endorsed as additional insureds.
- d. Required Evidence of Insurance:
 - i. Endorsement or policy language indicating that the entities specified in Paragraph 2.3.c are insureds; and
 - ii. Certificate of Insurance.

2.4. Contractors Pollution Liability Insurance

- a. Minimum Limits: \$5,000,000 per Pollution Incident; \$5,000,000 Annual Aggregate.
- b. The insurance shall cover:
 - i. Bodily injury, sickness, disease, sustained by any person, including death;

- ii. Property damage, including physical injury to or destruction of tangible property including the resulting loss of use thereof;
 - iii. Cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed including diminution of value and natural resources damages;
 - iv. Defense costs, including costs, charges, and expenses incurred in the investigation, adjustment, or defense of claims; and
 - v. Liability assumed by Subcontractor under a written contract or agreement.
- 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 Sonoma County Water Agency. Subcontractor is responsible for any deductible or self-insured retention and shall fund it upon written request of any party endorsed as an additional insured, regardless of whether Subcontractor has a claim against the insurance or is named as a party in any action involving any additional insured.
- d. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of Work.
- e. Insurance shall be maintained for the entire period of the work plus two (2) years after completion of the work.
- f. If the insurance is on a Claims-Made basis, the continuation coverage may be provided by: (a) renewal of the existing policy; (b) an extended reporting period endorsement; or (c) replacement insurance with a retroactive date no later than the commencement of the Work.
- g. Sonoma County Water Agency, Valley of the Moon Water District and GEI Consultants, Inc., their officers, agents and employees shall be endorsed as additional insureds for liability arising out of ongoing and completed operations by or on behalf of the Subcontractor.
- h. The insurance provided to the additional insureds shall apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by them.
- i. The policy shall cover inter-insured suits between the Subcontractor and the additional insureds and include a "separation of insureds" or "severability" clause which treats each insured separately.
- j. Required Evidence of Insurance:
- i. Additional insured endorsement or policy language granting additional insured status;
 - ii. Endorsement or policy language indicating that insurance is primary and non-contributory; and

- iii. Certificate of Insurance including an indication of the coverage basis: occurrence or claims-made. If claims-made, the Certificate shall show the policy retroactive date.

2.5. Standards for Insurance Companies

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

AGREEMENT FOR PURCHASE & SALE OF PROPERTY RIGHTS

This Agreement is made by and between the **Sonoma County Water Agency**, a body corporate and politic, organized and existing under and by virtue of the laws of the State of California ("hereinafter referred to as Agency") and the **County of Sonoma**, a political subdivision of the State of California, (hereinafter referred to as "Grantor").

It is agreed between the parties as follows:

1. **PROPERTY TO BE CONVEYED:** Grantor shall execute, have the signature(s) acknowledged, and deliver to Agency an Easement and Agreement in the form attached hereto, marked Exhibit "A", and made a part hereof by this reference, conveying to Agency an easement ("easement") referred to in said Exhibit "A" and made a part hereof by this reference. Grantor warrants that Grantor has the right and power to enter into this Agreement and to convey the subject property rights and, by said deed, does convey the subject property rights free and clear of all taxes, assessments, encumbrances, easements, liens, leases, deeds of trust, and claims of any kind whatsoever, except for such matters as may be waived by Agency.
2. **DEPOSIT OF DEED:** Upon receipt of the above deed, duly executed and acknowledged, Agency shall execute an acceptance of said deed and deposit said deed and acceptance with the Right-of-Way Section of the Sonoma County Water Agency.
3. **CONSIDERATION:** The consideration for the property rights so conveyed by Grantor is **One Thousand Dollars (\$1,000)**. Agency shall pay all escrow, closing, and document recording fees incurred and the cost of a title insurance policy. Apart from the foregoing, Agency shall not be required or obligated to make any other payments in connection with or as a result of this Agreement, the acquisition of the subject property obtained hereunder, and the public project for which the subject property is obtained.
4. **CLAIMS RELEASE:** Grantor agrees that the consideration as stated above is full compensation and settlement for all claims of every kind and nature including, but not limited to, the fair market value of the subject property and all improvements thereon including improvements pertaining to the realty, loss of goodwill, if any, severance and other damages, if any, any bonus value in the lease, if there is any lease, and relocation assistance and benefits. Grantor further agrees that said consideration hereunder is in full and fair exchange for, and in complete settlement of, any and all claims for damage, loss, or expenses that have arisen or may arise on account of the actions contemplated herein, including but not limited to any and all litigation expenses, fees, and costs relating thereto, and all damages and claims, if any, resulting from the public project and the actions contemplated herein. Grantor further agrees that Grantor will maintain at Grantor's sole expense any paving that is provided by Agency as consideration for the acquisition of the subject property.
5. **GRANTOR STATEMENT:** Grantor represents that Grantor is not aware of any hazardous, toxic or petroleum product substances or materials in, on or near the subject property.

6. **IMMEDIATE ACCESS:** Grantor hereby grants permission to Agency, acting through its duly authorized agents, representatives, or contractors, to enter upon that portion of Grantor's property needed in order to remove the existing improvements, if any, and to construct the proposed improvement and the necessary conforms to the proposed improvement. It is understood that Grantor does not waive liability of Agency or Agency's contractor for injury to person or property arising out of negligence in construction of the project. Grantor shall provide Agency with list of dates from Grantor's Tenant when Grantor's property has been rented for events. No removal of existing improvements or construction of the proposed improvements and the necessary conforms to the proposed improvements will take place during identified rental events. Agency shall provide Grantor with dates of construction that avoid identified rental events. Grantor and Grantor's Tenant shall not rent property on dates that conflict with Agency's dates of construction after receipt of said dates. Agency shall provide Grantor a minimum of 10 days' notice prior to commencement of any construction activities on Grantor's property.
7. **DUST CONTROL:** Normal best industry practices will be followed by the Agency or Agency's contractor in order to minimize the amount of dust caused by any work required by the construction on the proposed improvement and the necessary conforms to the proposed improvement.
8. **ACCESS:** Agency shall return all roads and landscaped areas used to before condition at the end of the construction on the proposed improvement.
9. **ESCROW:** Agency and Grantor shall sign escrow instructions, if necessary, to effect this Agreement and close escrow.
10. **TRUST DEED AND MORTGAGE PAYMENT:** Any or all monies payable under this Agreement up to and including the total amount of unpaid principal and interest on note(s) secured by mortgage(s) or deed(s) of trust, if any, and all other amounts due and payable in accordance with the terms and conditions of said trust deed(s) or mortgage(s), shall upon demand(s) be made payable to the mortgagee(s) or beneficiary(ies) entitled hereunder; said mortgagee(s) or beneficiary(ies) to furnish Grantor with good and sufficient receipt showing said monies credited against the indebtedness secured by said mortgage(s) or deeds(s) of trust.
11. **RECORDING:** Either party may record this Agreement.
12. **SUCCESSORS:** This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors, heirs, assigns and transferees.
13. **NOTIFICATION:** In the event Grantor sells, conveys, or assigns any property interests encumbered by this Agreement, Grantor shall notify the successor or assignee of the rights and obligations of both parties as included herein.
14. **SURVIVAL OF AGREEMENT:** This Agreement, including all representations, warranties, covenants, agreements, releases and other obligations contained herein shall survive the closing of this transaction and the recordation of the deed.
15. **ENTIRE UNDERSTANDING:** This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive

statement of the terms of the Agreement, pursuant to California Code of Civil Procedure §1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

GRANTOR:

Executed by the County of Sonoma this _____ day of _____, 20____,
pursuant to authority granted by Board Agenda Item No. _____ dated _____,
20____:

Attest:

By: _____ By: _____
Chair, Board of Supervisors Clerk, Board of Supervisors

SONOMA COUNTY WATER AGENCY:

Executed by the Sonoma County Water Agency this _____ day of _____,
20____, pursuant to authority granted by Board Agenda Item No. _____ dated _____
_____, 20____:

Attest:

By: _____ By: _____
Chair, Board of Directors Clerk, Board of Directors

Reviewed as to Substance:

By: _____ Date: _____
General Manager

Approved as to Form:

By: _____ Date: _____
Deputy County Counsel

EXHIBIT "A"

**RECORDED AT NO FEE PER
GOVERNMENT CODE § 6103
RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

Sonoma County Water Agency
404 Aviation Boulevard
Santa Rosa, CA 95403

Portion of APN 092-010-022

EASEMENT AND AGREEMENT

This Easement and Agreement ("Agreement") is made by and between the **Sonoma County Water Agency**, a body corporate and politic, organized and existing under and by virtue of the laws of the State of California (hereinafter referred to as "Water Agency") and the **County of Sonoma**, a political subdivision of the State of California (hereinafter referred to as "Grantor").

RECITALS

WHEREAS, Grantor is the owner of certain real property in Sonoma County, California, more particularly described as follows:

The lands of the County of Sonoma as described in that certain Grant Deed recorded in Book 842, beginning at Page 56, Official Records of Sonoma County, (hereafter referred to as the "Grantor's Property").

WHEREAS, Water Agency and Grantor entered into a Permit to Enter for a portion of the Grantor's Property on April 21, 2016 for the purpose of constructing a test well related to the Sonoma Valley Enhanced Recharge Study (Project).

WHEREAS, construction, development and sampling of the test well, identified as TW-6A, was completed on June 16, 2016 and Water Agency and the City of Sonoma plan to perform an Aquifer Storage and Recovery Pilot Test using the test well in 2017.

WHEREAS, Water Agency wishes to obtain a permanent easement over portions of the Grantor's Property within that certain real property described in Exhibit "A" and as shown in Exhibit "A-1" (hereafter "the Easement Area"), attached hereto, and by this reference hereby made a part of this Easement and Agreement, for the purposes of maintenance, operation, inspection, repair, and alteration of the test well, construction of subsurface piping, and all necessary appurtenances thereto located within the Easement Area relating to the Project.

NOW, THEREFORE, for good and valuable consideration and in consideration of the mutual covenants, terms, conditions and restrictions contained herein, Grantor and Water Agency covenant and agree as follows:

AGREEMENT

1. **GRANT OF NON-EXCLUSIVE EASEMENT:** Grantor does hereby grant to the Water Agency an easement for maintenance, operation, inspection, repair, and alteration of the test well construction of subsurface piping, , and all necessary appurtenances thereto within the Easement Area together with a right of ingress to and egress for such purposes from the Easement Area over and across roads and lanes thereon, if such there be, or otherwise by such route or routes over, across and through Grantor's Property as shall occasion the least practicable damage and inconvenience to Grantor. All facilities and appurtenances constructed by Agency within the Easement Area shall be located in the subsurface and shall not infringe on all reasonable uses of the above-ground space by Grantor. Grantor shall not be responsible for the cost of recording this Agreement or any accompanying Deed.

2. **FURTHER DESCRIPTION OF EASEMENT OVER GRANTOR'S PROPERTY:** The easement granted over the Easement Area is a perpetual easement and right-of-way for the purposes described herein. The easement does not confer any responsibility or liability on the Water Agency for any hazardous materials, hazardous substances, or hazardous waste, as those terms are defined in any Federal, state or local law.

3. **TERM:** The easement granted herein shall continue indefinitely.

4. **INDEMNIFICATION:** Each party (the "Indemnifying Party") agrees to accept all responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the other party (the "Indemnified Party"), its officers, agents and employees, from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, including either party, arising out of or caused by the negligence or willful misconduct of the Indemnifying Party, except to the extent that such actions, claims, damages, disabilities or expenses arise out of or are caused by the negligence or willful misconduct of the Indemnified Party. 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 Grantor or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.

5. **GRANTOR STATEMENT:** Grantor represents that Grantor is not aware of any hazardous, toxic or petroleum product substances or materials in, on or near the subject property.

6. **IMMEDIATE ACCESS:** Grantor hereby grants permission to Water Agency, acting through its duly authorized agents, representatives, or contractors, to enter upon that portion of Grantor's property needed in order to undertake the inspection activities referred to herein. It is understood that

Grantor does not waive liability of Water Agency or Water Agency's contractor for injury to person or property arising out of negligence in conducting such activities.

7. **SUCCESSORS:** This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors, heirs, assigns, and transferees, and all covenants shall apply to and run with the land.

8. **NOTIFICATION:** In the event Grantor sells, conveys, or assigns any property interests encumbered by this Agreement, Grantor shall notify the successor or assignee of the rights and obligations of both parties as included herein.

9. **SURVIVAL OF AGREEMENT:** This Agreement, including all representations, warranties, covenants, agreements, releases and other obligations contained herein shall survive the closing of this transaction and the recordation of this easement agreement.

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

11. **SIGNATURES OF GRANTOR:** Grantor represents and warrants that (a) Grantor is the sole legal and lawful owner of the Property, (b) Grantor has the requisite authority to execute this agreement on behalf of the interest they represent herein, and to grant the easement conveyed herein to the Agency, and (c) no other party has any legal or equitable claim to or interest in the Property.

12. **SUBORDINATION AGREEMENT:** Grantor warrants that Grantor is the owner in fee simple of the Property, and that on the date it executed this Agreement the Grantor's Property was not subject to any deeds of trust or other encumbrance.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

Grantor:

Executed by the County of Sonoma this _____ day of _____, 20____,
pursuant to authority granted by Agenda Item No. _____ dated _____,
20____:

Attest:

By: _____
Shirlee Zane
Chair, Board of Directors

By: _____
Clerk, Board of Directors

Sonoma County Water Agency:

Executed by the Sonoma County Water Agency this _____ day of _____, 20____,
pursuant to authority granted by Agenda Item No. _____ dated _____, 20____:

Attest:

By: _____
Shirlee Zane
Chair, Board of Directors

By: _____
Clerk, Board of Directors

Reviewed as to Substance:

By: _____
General Manager

Date: _____

Approved as to Form:

By: _____
Deputy County Counsel

Date: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of _____)

On _____ before me, _____,
Date Here Insert Name and Title of the Officer

personally appeared _____
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature _____
Signature of Notary Public

EXHIBIT "A"
Legal Description
Easement Area

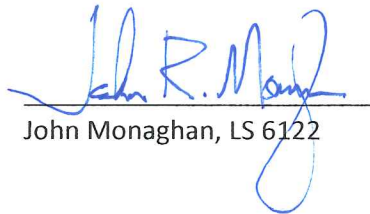
Real Property situated in the City of Sonoma, County of Sonoma, State of California described as follows:

A portion of the real property described in that certain Grant Deed recorded November 9, 1948 in book 842, beginning at Page 59 Official Records of Sonoma County, California, and being more particularly described as follows:

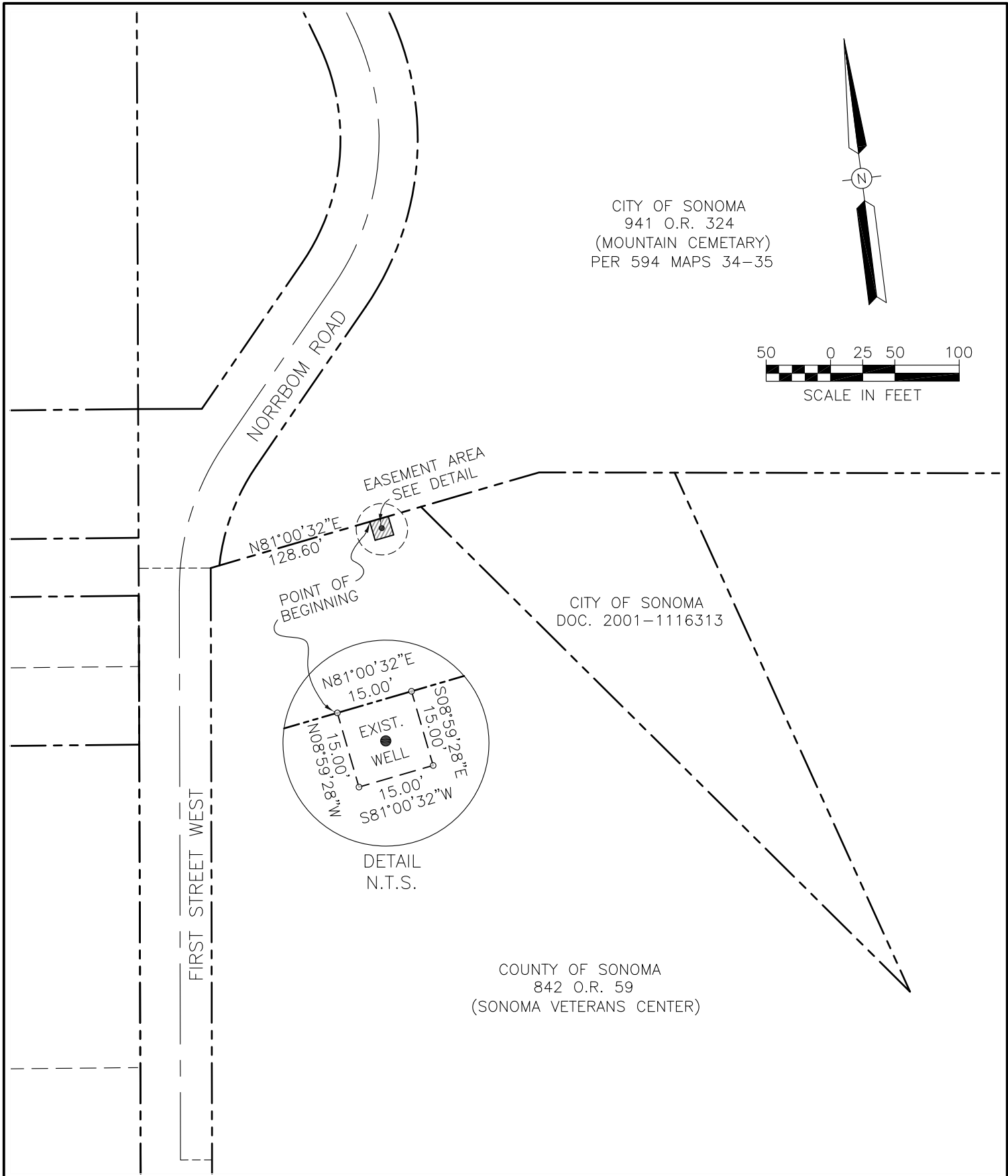
Beginning at a point on the northern boundary of the said real property, from which the northwestern corner of said real property as shown upon that certain Record of Survey filed for record on July 14, 1999 in book 594 of Maps, beginning at page 34, Official Records of Sonoma County, bears South 81°00'32" West 128.60 feet; Thence from said Point of Beginning, easterly along the said northern boundary, North 81°00'32" East 15.00 feet; Thence departing from said northern boundary, South 08°59'28" East 15.00 feet; Thence South 81°00'32" West 15.00 feet; North 08°59'28" West 15.00 feet to the Point of Beginning containing 225 square feet, more or less.

This Legal Description and its accompanying plat were prepared by me in April 2017.




John Monaghan, LS 6122

4.12.17
Date



	REVISIONS		PLAT TO ACCOMPANY LEGAL DESCRIPTION EXHIBIT "A-1" EASEMENT AREA SONOMA VETERANS CENTER A-7	PROJECT/TASK: T0275C012	
	REV.	DATE	BY	DATE : 04-10-17	
				DRAWN BY: JM	
				CHECKED BY:	
				SHEET NO. 1 OF 1	

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Easement and Agreement dated _____, from the County of Sonoma, a political subdivision of the State of California, to the Sonoma County Water Agency, a body corporate and politic, organized and existing under and by virtue of the laws of the State of California, is hereby accepted pursuant to authority by Resolution No. 10-0140a of the Board of Directors of the Sonoma County Water Agency on February 24, 2010

Sonoma County Water Agency

Dated:_____

Michael Thompson
General Manager

**RECORDED AT NO FEE PER
GOVERNMENT CODE § 6103
RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

Sonoma County Water Agency
404 Aviation Boulevard
Santa Rosa, CA 95403

Portion of APN 092-010-022

EASEMENT AND AGREEMENT

This Easement and Agreement (“Agreement”) is made by and between the **Sonoma County Water Agency**, a body corporate and politic, organized and existing under and by virtue of the laws of the State of California (hereinafter referred to as “Water Agency”) and the **County of Sonoma**, a political subdivision of the State of California (hereinafter referred to as “Grantor”).

RECITALS

WHEREAS, Grantor is the owner of certain real property in Sonoma County, California, more particularly described as follows:

The lands of the County of Sonoma as described in that certain Grant Deed recorded in Book 842, beginning at Page 56, Official Records of Sonoma County, (hereafter referred to as the “Grantor’s Property”).

WHEREAS, Water Agency and Grantor entered into a Permit to Enter for a portion of the Grantor’s Property on April 21, 2016 for the purpose of constructing a test well related to the Sonoma Valley Enhanced Recharge Study (Project).

WHEREAS, construction, development and sampling of the test well, identified as TW-6A, was completed on June 16, 2016 and Water Agency and the City of Sonoma plan to perform an Aquifer Storage and Recovery Pilot Test using the test well in 2017.

WHEREAS, Water Agency wishes to obtain a permanent easement over portions of the Grantor’s Property within that certain real property described in Exhibit “A” and as shown in Exhibit “A-1” (hereafter “the Easement Area”), attached hereto, and by this reference hereby made a part of this Easement and Agreement, for the purposes of maintenance, operation, inspection, repair, and alteration of the test well, construction of subsurface piping, and all necessary appurtenances thereto located within the Easement Area relating to the Project.

NOW, THEREFORE, for good and valuable consideration and in consideration of the mutual covenants, terms, conditions and restrictions contained herein, Grantor and Water Agency covenant and agree as follows:

AGREEMENT

1. **GRANT OF NON-EXCLUSIVE EASEMENT:** Grantor does hereby grant to the Water Agency an easement for maintenance, operation, inspection, repair, and alteration of the test well construction of subsurface piping, , and all necessary appurtenances thereto within the Easement Area together with a right of ingress to and egress for such purposes from the Easement Area over and across roads and lanes thereon, if such there be, or otherwise by such route or routes over, across and through Grantor's Property as shall occasion the least practicable damage and inconvenience to Grantor. All facilities and appurtenances constructed by Agency within the Easement Area shall be located in the subsurface and shall not infringe on all reasonable uses of the above-ground space by Grantor. Grantor shall not be responsible for the cost of recording this Agreement or any accompanying Deed.

2. **FURTHER DESCRIPTION OF EASEMENT OVER GRANTOR'S PROPERTY:** The easement granted over the Easement Area is a perpetual easement and right-of-way for the purposes described herein. The easement does not confer any responsibility or liability on the Water Agency for any hazardous materials, hazardous substances, or hazardous waste, as those terms are defined in any Federal, state or local law.

3. **TERM:** The easement granted herein shall continue indefinitely.

4. **INDEMNIFICATION:** Each party (the "Indemnifying Party") agrees to accept all responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the other party (the "Indemnified Party"), its officers, agents and employees, from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, including either party, arising out of or caused by the negligence or willful misconduct of the Indemnifying Party, except to the extent that such actions, claims, damages, disabilities or expenses arise out of or are caused by the negligence or willful misconduct of the Indemnified Party. 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 Grantor or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.

5. **GRANTOR STATEMENT:** Grantor represents that Grantor is not aware of any hazardous, toxic or petroleum product substances or materials in, on or near the subject property.

6. **IMMEDIATE ACCESS:** Grantor hereby grants permission to Water Agency, acting through its duly authorized agents, representatives, or contractors, to enter upon that portion of Grantor's property needed in order to undertake the inspection activities referred to herein. It is understood that

Grantor does not waive liability of Water Agency or Water Agency's contractor for injury to person or property arising out of negligence in conducting such activities.

7. **SUCCESSORS:** This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors, heirs, assigns, and transferees, and all covenants shall apply to and run with the land.

8. **NOTIFICATION:** In the event Grantor sells, conveys, or assigns any property interests encumbered by this Agreement, Grantor shall notify the successor or assignee of the rights and obligations of both parties as included herein.

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

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

Grantor:

Executed by the County of Sonoma this _____ day of _____, 20____,
pursuant to authority granted by Agenda Item No. _____ dated _____,
20____:

Attest:

By: _____
Shirlee Zane
Chair, Board of Directors

By: _____
Clerk, Board of Directors

Sonoma County Water Agency:

Executed by the Sonoma County Water Agency this _____ day of _____, 20____,
pursuant to authority granted by Agenda Item No. _____ dated _____, 20____:

Attest:

By: _____
Shirlee Zane
Chair, Board of Directors

By: _____
Clerk, Board of Directors

Reviewed as to Substance:

By: _____
General Manager

Date: _____

Approved as to Form:

By: _____
Deputy County Counsel

Date: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of _____)

On _____ before me, _____,
Date Here Insert Name and Title of the Officer

personally appeared _____
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature _____
Signature of Notary Public

EXHIBT "A"
Legal Description
Easement Area

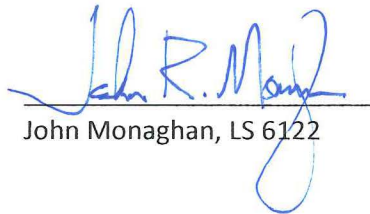
Real Property situated in the City of Sonoma, County of Sonoma, State of California described as follows:

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Beginning at a point on the northern boundary of the said real property, from which the northwestern corner of said real property as shown upon that certain Record of Survey filed for record on July 14, 1999 in book 594 of Maps, beginning at page 34, Official Records of Sonoma County, bears South 81°00'32" West 128.60 feet; Thence from said Point of Beginning, easterly along the said northern boundary, North 81°00'32" East 15.00 feet; Thence departing from said northern boundary, South 08°59'28" East 15.00 feet; Thence South 81°00'32" West 15.00 feet; North 08°59'28" West 15.00 feet to the Point of Beginning containing 225 square feet, more or less.

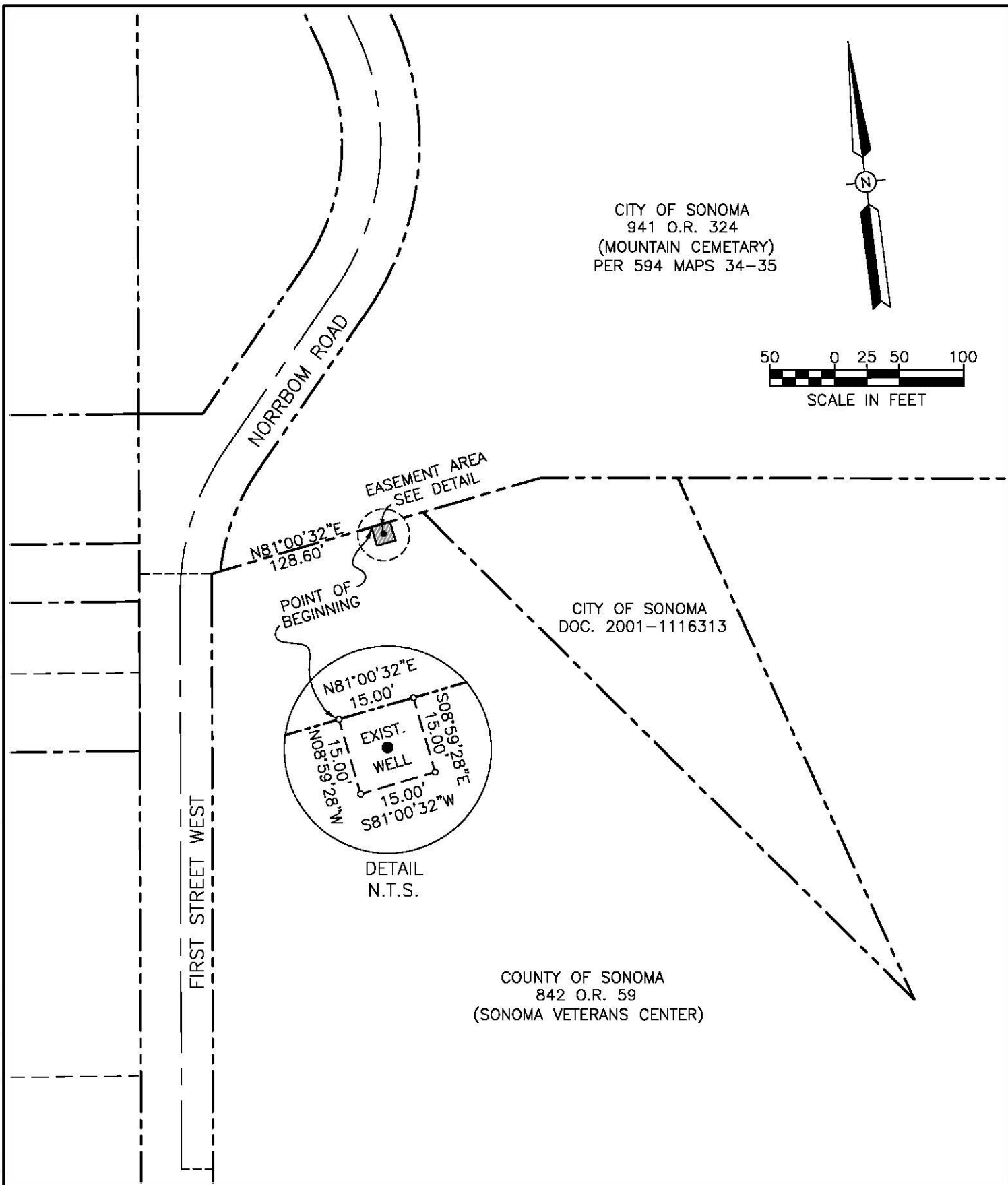
This Legal Description and its accompanying plat were prepared by me in April 2017.




John Monaghan, LS 6122

4.12.17
Date

j:\SD-Data\Survey\Land Projects\ASR (Sonoma Vets Center) Record Boundary.dwg



REVISIONS		
REV.	DATE	BY

PLAT TO ACCOMPANY LEGAL DESCRIPTION

EXHIBIT "A-1"

EASEMENT AREA

SONOMA VETERANS CENTER

PROJECT/TASK: T0275C012
DATE : 04-10-17
DRAWN BY: JM
CHECKED BY:
SHEET NO. 1 OF 1

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Easement and Agreement dated _____, from the County of Sonoma, a political subdivision of the State of California, to the Sonoma County Water Agency, a body corporate and politic, organized and existing under and by virtue of the laws of the State of California, is hereby accepted pursuant to authority by Resolution No. 10-0140a of the Board of Directors of the Sonoma County Water Agency on February 24, 2010

Sonoma County Water Agency

Dated:_____

Michael Thompson
General Manager

NOTICE OF EXEMPTION

To: _____ Office of Planning & Research
1400 Tenth Street, Room 121
Sacramento, CA 95814

From: SONOMA COUNTY WATER AGENCY
404 Aviation Boulevard
Santa Rosa, CA 95403

 X County Clerk
County of Sonoma
Santa Rosa, CA 95401

Project Title: Sonoma Well # 6 ASR Pilot Test Project (Project)

Project Location - Specific: The project site is located at 150 First Street West in the City of Sonoma. See **Figure 1**.

Project Location - City: Sonoma **Project Location - County:** Sonoma

Description of Nature, Purpose and Beneficiaries of Project: Due to uncertainties in the reliability of regional future water supplies (both surface water and groundwater), the Water Agency, City of Sonoma, and other local partners, including the cities of Rohnert Park and Cotati, Valley of the Moon Water District, and the Town of Windsor (study participants) have conducted a feasibility study for a regional groundwater banking program to investigate the viability of enhancing the conjunctive management of surface water and groundwater resources.

The feasibility study recommended a pilot test located at Sonoma Well #6 and at Well #6A due to their operational capacity and geochemical compatibility. The overall objective of the pilot test project is to verify and empirically determine specific hydrogeologic and water-quality factors to support a technical and economic viability assessment of ASR technology for the City of Sonoma. The Project would evaluate the ability to recharge the Sonoma Volcanics, as well as verify geochemical compatibility of native and recharged waters with aquifer mineralogy and short-term water quality changes. The Project would assess basic aquifer recharge and hydraulic parameters in addition to assess well hydraulics (e.g., specific capacity, plugging rates, etc.) for ASR operations.

If feasible, the data gathered may also be used to complete CEQA documentation for a full scale or permanent ASR project, and provide design basis information for the project.

The pilot test Well #6A was constructed on County property under a Permit to Enter Agreement. The Water Agency is seeking permanent property rights for continued operation and maintenance of the improvements.

Name of Public Agency Approving Project: Sonoma County Water Agency

Name of Person or Agency Carrying Out Project: Sonoma County Water Agency

Exempt Status: (Check one)

- ☐ Ministerial (Sec. 21080(b)(1); 15268)
☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
☐ Emergency Project (Sec.21080 (b)(4); 15269(b)(c));
☒ Categorical Exemption. State type and section number:
☐ Statutory Exemptions. State Code number:

CEQA Guidelines 15306: Information Collection and
15061 (b)(3) Review for Exemption

Reasons why project is exempt:

The project consists of data collection, research, and experimental management of aquifer storage and recovery. The project will not have a significant adverse effect upon an environmental resource. The project is part of a study which may result in a future project which has not yet been approved, funded, or adopted. The transfer of property rights would not result in any change in existing environmental conditions.

Lead Agency Contact Person: Connie Barton **Area Code/Telephone:** 707-547-1905

Signature: _____ **Date:** _____ **Title:** General Manager

 X Lead Agency ☐ Applicant
Date Received for filing at OPR:



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 40

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

To: Board of Supervisors of Sonoma County and Board of Directors of the Sonoma County Water Agency

Board Agenda Date: September 12, 2017

Vote Requirement: Majority

Department or Agency Name(s): Department of Health Services, Sonoma County Water Agency

Staff Name and Phone Number:

Karen Milman, 565-8695
Susan Keach, 521-1820

Supervisory District(s):

Title: Safe Medicine Disposal Ordinance Update and Direction

Recommended Actions:

Receive an update on the development of a proposal for a Sonoma County Safe Medicine Disposal Ordinance, including the feedback from local jurisdictions and the Safe Medicine Disposal Collaborative partners regarding two key policy options – sharps as covered products and collection site minimum standards.

Provide direction to Department of Health Services and Sonoma County Water Agency staff on returning with a full ordinance as well as on the two key policy options – sharps as covered products and collection site minimum standards.

Executive Summary:

On October 4, 2016, the Board received a presentation by the Department of Health Services and the Sonoma County Water Agency about the current state of the County safe medicine disposal programs and the need for a countywide medicine disposal ordinance that would be funded, developed, implemented, and evaluated by pharmaceutical companies. In 2012 Alameda County became the first local government in the United States to adopt such an ordinance requiring producers of pharmaceuticals to design, fund, and operate a safe medicine collection and management program.

Alameda County's Ordinance has become a model for other jurisdictions. Since then, several other localities have enacted similar ordinances, including the California Counties of Marin, Santa Clara, Santa Cruz, Santa Barbara, San Mateo, Contra Costa, the City and County of San Francisco, and the California Cities of Santa Cruz, Scotts Valley, Watsonville, and Capitola.

After the staff presentation, the Board directed Department of Health Services and Sonoma County Water Agency staff, in collaboration with all local jurisdictions and the Safe Medicine Disposal Collaborative partners, to develop a local safe medicine disposal ordinance that would be amenable to all county jurisdictions. With this direction, staff and Collaborative partners researched and developed a

proposed model ordinance to establish a Safe Medicine Disposal Program within unincorporated Sonoma County. The ordinance permits incorporated jurisdictions to participate in the Safe Medicine Disposal Program through authorization and delegation of enforcement and administration to the Department of Health Services.

Staff presented the proposed model ordinance with options and gathered input and commitments from eight of the nine incorporated jurisdictions. Information was shared via memo with the ninth jurisdiction. Based on verbal feedback from these entities, staff and Collaborative partners identified the following two key policy options that require additional Board consideration and direction: 1) inclusion/exclusion of sharps (e.g., needles, lancets) and 2) minimum collection site standards.

Discussion:

Currently, there is a considerable need to provide Sonoma County residents with safe, convenient, and sustainable models for disposal of unwanted medicines. Since 2005, local governmental agencies and fees collected from ratepayers for sewer services have funded various programs that collect and dispose of expired medicine. These programs have collected more than one-hundred thousand (100,000) pounds of pharmaceutical drug waste since their inception. Since the Safe Medicine Disposal Program began, the amount of medications collected has continued to grow and each year, the demand increases for more collection bins and bin locations. Existing programs cannot keep up with the growing demand to meet the disposal needs of all the consumers in the County.

In 2015 and 2016, all Sonoma County cities and towns signed letters of conceptual support for a countywide ordinance for safe medicine disposal in response to either a presentation or information being provided by the Russian River Watershed Association. Since then, the Russian River Watershed Association, Sonoma County Water Agency, Sonoma County Waste Management Agency, Department of Health Services, and the Cities of Santa Rosa and Petaluma formed a Collaborative to study and develop a Safe Medicine Disposal Ordinance for Sonoma County.

The Board directed Department of Health Services and Water Agency staff to gather input from local jurisdictions about the Safe Medicine Disposal Ordinance and key policy considerations. Between February 2017 and June 2017, staff presented to eight of the nine city and town councils and received feedback from eight of the nine councils. Unable to schedule a presentation with Healdsburg, staff worked with the City Manager to provide Councilmembers a memo with information on the Safe Medicine Disposal Ordinance, including a request for input on the ordinance. To date, staff has not received input from Healdsburg.

Key Policy Options

Staff are returning to the Board with feedback from Sonoma County cities and towns and are requesting the Board's consideration on the following key policy options:

1. *Covered Products* - Similar to the products collected in the existing Safe Medicine Disposal Program and covered in ordinances in other counties, the proposed Safe Medicine Disposal Ordinance would cover prescription, over-the-counter, and veterinary medicines. Although not currently covered in the existing Program, the ordinance would include prescription medications that are classified as controlled substances such as opioid pain medications. Another product not included in the current Program that could be a covered product is sharps (e.g., needles, lancets).
2. *Convenience Standards* - The proposed Safe Medicine Disposal Ordinance would promote convenience for residents by requiring a minimum of one medicine collection site per jurisdiction

with an additional collection site for every 20,000 residents. In addition to the minimum collection site standards, the Safe Medicine Disposal Ordinance includes medicine mail-back services as an option for all residents. If standards are not met, periodic take-back events must be held. Different convenience standards could be used.

Covered Products Options – The following are options related to sharps as covered products.

- a. Include sharps as a covered product in the proposed Safe Medicine Disposal Ordinance.*
- b. Exclude sharps from the proposed Safe Medicine Disposal Ordinance.*
- c. Proceed with a medicine-only ordinance now and at a later date consider the addition of sharps as a covered product.*

Of the eight city and town councils that provided feedback, all were supportive of the proposed medications as covered products in the Safe Medicine Disposal Ordinance. Seven jurisdictions indicated they were in favor of including sharps as a covered product in the proposed Safe Medicine Disposal Ordinance to provide increased convenience for the public, and to help protect worker and public safety. One jurisdiction, the City of Santa Rosa, was not in favor of the inclusion of sharps in the Safe Medicine Disposal Ordinance. Several city council members voiced concerns regarding the inclusion of sharps. Concerns cited by those council members included: 1) the original Russian River Watershed Association safe medicine disposal presentation framed the ordinance as a solution to a water issue and sharps are not directly a water quality issue; 2) when sharps are found near water sources, council members believe they are more likely to be from homeless or marginally housed people using needles for illegal drugs than from sharps used for personal medical treatment; 3) if the specific target of a sharps disposal program is to address needles used by homeless individuals then it makes more sense to expand homeless outreach and needle exchange programs; and 4) council members believe there may be sufficient options in place for the consumer in Sonoma County.

Those organizations who have voiced opposition to including sharps in the Safe Medicine Disposal Ordinance include a local sharps producer and a medical supplies trade association. They sent letters opposing the inclusion of sharps in the Safe Medicine Disposal Ordinance to the City of Santa Rosa and/or the Board. The Redwood Community Health Coalition has formally written in support of the inclusion of sharps and a number of other agencies have suggested they would likely support.

In Sonoma County, there are currently six sites for consumer-generated sharps disposal, which are not equitably distributed throughout the county and a cost to the consumer is associated with use of these sites. Information indicates that additional collection sites could be useful. A 2016-2017 local medicine and sharps consumer survey administered by the Sonoma County Waste Management Agency found that 30 percent of the 1,868 respondents had at least one person in their household using sharps for administering medicines, including pet medicines, with 67 percent of those using sharps indicating they were not provided information on how or where to dispose of sharps. Almost all of the respondents (98%) stated they would utilize a free and secure collection bin provided by a local pharmacy, hospital, health clinic, or medical care provider's office to dispose of their home-generated sharps.

Currently, half of the existing safe medicine disposal ordinances in California cities and counties, as well as the drafts under consideration including Los Angeles County, include sharps as a covered product. In the County of Santa Cruz, where sharps are a covered product for safe disposal, two of the largest medical sharps producers in the United States, Becton-Dickinson and Novo Nordisk, are already paying the organization responsible for implementing local safe medicine and sharps disposal ordinances in California counties. These two companies represent about 90 percent of all sharps sold in the country.

Santa Cruz County staff report that they have not encountered any problems with implementation or evaluation of the sharps collection.

Convenience Standards Options – The following are options related to convenience standards.

- a. Proceed with the convenience standards recommended by the Collaborative which are a minimum of one collection site in every jurisdiction and an additional one for every 20,000 residents.*
- b. Reduce the minimum number of sites to one in each jurisdiction.*
- c. Select standards for the unincorporated area and direct staff to work with jurisdictions to determine their individual convenience standards. Cities would need to clearly indicate their desired standard in their resolution or ordinance which authorizes the program and delegates enforcement to the County.*

The Safe Medicine Disposal Collaborative proposal for the Safe Medicine Disposal Ordinance recommends convenience standards that require a minimum of one collection site per jurisdiction/unincorporated community (as designated by the Department of Health Services) with an additional site for every 20,000 residents (option “a” above). Potential sites that would be included in the Safe Medicine Disposal Ordinance are retail pharmacies, hospitals/clinics with pharmacies, and law enforcement stations. There would be a stated site preference for pharmacies to serve as the collection site in a jurisdiction. In addition, the Collaborative recommends requiring producers to offer an on-request mail-back service for all residents.

Participation as a collection site is voluntary. If producers cannot meet the collection site standards, the Ordinance would require producers host periodic collection events in various locations and/or provide and promote mail-back services for all residents. Senior citizen sites, community centers, and clinics without pharmacies would be potential locations to host periodic collection events.

Based on input, six of the local jurisdictions are amendable to the convenience standards in the proposed ordinance. One jurisdiction would like to reduce the number of collection sites in their city and another wanting the cities to select their own minimum convenience standards.

Table 1. Safe Medicine Disposal City Presentations - Council Verbal Input on Key Issues

City	Presentation Date	Covered Products – Sharps	Proposed Convenience Standards - 1) 1 site in each city/unincorporated community, AND 1 site per 20,000 residents 2) If standards unmet, host periodic events 3) Mail-back option for all residents
Cloverdale	04/11/17	Include Sharps	Proposed convenience standards
Cotati	02/28/17	Include Sharps	Proposed convenience standards AND Ensure producers must prioritize retail and clinic/hospital pharmacies as sites above law enforcement agencies
Petaluma	03/06/17	Include Sharps	Proposed convenience standards
Rohnert Park	06/13/17	Include Sharps	Reduce the number of required sites to a manageable level (two sites instead of three sites in Rohnert Park) Exclude a requirement for periodic events
Santa Rosa	03/14/17	Do Not Include Sharps	Proposed convenience standards
Sebastopol	04/04/17	Include Sharps	Proposed convenience standards
Sonoma	05/01/17	Include Sharps	Proposed convenience standards
Windsor*	05/03/17	Include Sharps	Prefer more flexible approach to minimum convenience standards by letting each jurisdiction pick the number of sites

* Town staff provided a summary of individual Council Member's feedback on the policy options.

Staff Recommendations

Based on input from the cities and from Collaborative members, staff recommend that the ordinance include sharps as a covered product and maintain the proposed convenience standards. Including sharps as a covered product would provide a needed service in the community, reduce the risk of unintentional injury, and ease the burden on those jurisdictions currently paying for sharps disposal. Utilizing the proposed convenience standards would provide the broadest availability of take back options for residents and thus increase the likelihood of program use.

The Board could decide to create a program in which an individual city could select different options in their ordinance or resolution. However, it would place additional burden on both producers and staff. Instead of submitting a single stewardship plan to cover the entire county, producers would need to prepare and submit separate stewardship plans for each of the jurisdictions which have different regulations. This would create an additional cost to producers. Department of Health Services staff would then need to create policies and procedures to address regulation of the different options in individual jurisdictions. Staff would have the added work of evaluating, approving, and regulating more stewardship plans.

Next Steps

Once staff receives direction on the two policy options from the Board, staff will prepare the Safe Medicine Disposal Ordinance in concert with our Collaborative partners, post the ordinance for public

review and feedback, and return to the Board for a public hearing of the Safe Medicine Disposal Ordinance.

Prior Board Actions:

On October 4, 2016 the Board received an informational presentation from the Department of Health Services and the Water Agency about the current Sonoma County Safe Medicine Disposal Program, the ongoing community needs and resources for safe medicine disposal services, and existing safe medicine disposal ordinances in California. After the presentation, the Board directed Department of Health Services and Water Agency staff to develop a countywide model Safe Medicine Disposal Ordinance with the Collaborative partners, secure participation commitments from local jurisdictions, and return to the Board with a safe medicine disposal ordinance.

On April 1, 2008 the Board adopted a resolution supporting the concept of Extended Producer Responsibility for products in general. On In 2010, Sonoma County became the first county in California where the Sonoma County Waste Management Agency, all incorporated jurisdictions, and the unincorporated County passed Resolutions supporting policies, which require producers and manufacturers to plan, administer, and fund the disposal of their products.

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

The establishment of a pharmaceutical producer-funded unwanted medicine collection system can protect the public and the environment, thus contributing to a safer and healthier community.

Fiscal Summary

Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures	0	0	0

Funding Sources

General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	0	0	0

Narrative Explanation of Fiscal Impacts:

There are no fiscal impacts associated with this item.

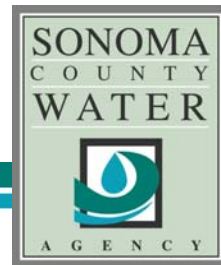
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
N/A			
Attachments:			
None			
Related Items “On File” with the Clerk of the Board:			
None			



Sonoma County Safe Medicine and Sharps Disposal Program

Karen Milman MD MPH
Sonoma County Health Officer

Susan Keach
Environmental Compliance Inspector



www.sonomacountywater.org

Presentation Outline

- Overview of Ordinance Development
- Update on Outreach
- Options and Staff Recommendation



Safe Medicine Programs Annual Collection Totals Sonoma County



Support for Safe Medicine Ordinance

- 2008 - Board of Supervisors Resolution supports extended producer responsibility
- 2010 - All cities and Sonoma County Waste Management passed a resolution in support
- Oct 4, 2016 - Board informational update. Department of Health Services and Water Agency directed to develop a potential ordinance and obtain city feedback

Safe Medicine Disposal Ordinance Collaborative Members

- Sonoma County Department of Health Services
- Sonoma County Water Agency
- Sonoma County Waste Management Agency
- City of Santa Rosa
- City of Petaluma
- City of Sebastopol
- Russian River Watershed Association



Overall Cities Are Supportive

- Renewed agreement to pass resolution or ordinance for an extended producer responsibility and delegate enforcement to County
- Consensus on almost all content for Ordinance
- Two policy options remain:
 - Definition Covered Product
 - Convenience standards



Covered Products

- Agreement on including:
 - Prescription medications included controlled substances
 - Over the counter medications
 - Veterinary medications
- Remaining decision: inclusion of Sharps
 - Consistent with extended producer responsibility
 - Increased public and worker safety
 - Increased public convenience

Convenience Standards

- Mandatory collection site information provided at pharmacies
- Minimum one collection site per jurisdiction/unincorporated community
- Mail back option required
- Additional collection site per every 20,000 residents
- Periodic take-back events if standards unmet

City and Town Feedback

City	Date	Sharps?	Convenience Standards?
Cloverdale	4/11/17	Yes	Yes
Cotati	2/28/17	Yes	Yes
Petaluma	3/6/17	Yes	Yes
Rohnert Park	6/13/17	Yes	Reduce
Santa Rosa	3/14/17	No	Yes
Sebastopol	4/4/17	Yes	Yes
Sonoma	5/1/17	Yes	Yes
Windsor	5/3/17	Yes	Alter to be more flexible

**Healdsburg council received informational memo and declined to provide feedback

Options: Covered Product

- A. Include Sharps as a Covered Product
- B. Exclude Sharps as a Covered Product
- C. Proceed with medicine-only Ordinance and consider addition of Sharps at later date

Staff Recommendation:

Include Sharps as a Covered Product

Option: Convenience Standards

- A. Proceed with standards recommended by Collaborative for entire County
- B. Reduce minimum number of collection sites
- C. Select unincorporated standards and allow individual jurisdictions to set standards

Staff Recommendation:

Proceed with standards recommended by Collaborative

Discussion and Direction?



Sonoma County Safe Medicine and Sharps Disposal Program

Karen Milman MD MPH

Sonoma County Health Officer

Susan Keach

Environmental Compliance Inspector



Presentation Outline

- Overview of Ordinance Development
- Update on Outreach
- Options and Staff Recommendation

Safe Medicine Programs Annual Collection Totals Sonoma County



Support for Safe Medicine Ordinance

- 2008 - Board of Supervisors Resolution supports extended producer responsibility
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- Oct 4, 2016 - Board informational update. Department of Health Services and Water Agency directed to develop a potential ordinance and obtain city feedback

Safe Medicine Disposal

Ordinance Collaborative Members

- Sonoma County Department of Health Services
- Sonoma County Water Agency
- Sonoma County Waste Management Agency
- City of Santa Rosa
- City of Petaluma
- City of Sebastopol
- Russian River Watershed Association



Overall Cities Are Supportive

- Renewed agreement to pass resolution or ordinance for an extended producer responsibility and delegate enforcement to County
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Rohnert Park	6/13/17	Yes	Reduce
Santa Rosa	3/14/17	No	Yes
Sebastopol	4/4/17	Yes	Yes
Sonoma	5/1/17	Yes	Yes
Windsor	5/3/17	Yes	Alter to be more flexible

**Healdsburg council received informational memo and declined to provide feedback

Options: Covered Product

- A. Include Sharps as a Covered Product
- B. Exclude Sharps as a Covered Product
- C. Proceed with medicine-only Ordinance and consider addition of Sharps at later date

Staff Recommendation:

Include Sharps as a Covered Product

Option: Convenience Standards

- A. Proceed with standards recommended by Collaborative for entire County
- B. Reduce minimum number of collection sites
- C. Select unincorporated standards and allow individual jurisdictions to set standards

Staff Recommendation:

Proceed with standards recommended by Collaborative

Discussion and Direction?



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 41

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

To: Board of Supervisors

Board Agenda Date: September 12, 2017

Vote Requirement: Majority

Department or Agency Name(s): Human Services Dept and Sonoma County Water Agency

Staff Name and Phone Number:

Karen Fies, 565-6990
Mike Thompson, 521-1863
Katie Greaves, 565-8501

Supervisory District(s):

All

Title: Youth Education & Employment Services Contract Amendment

Recommended Actions:

Authorize the Director of the Human Services Department to execute the first amendment to increase the Youth Education & Employment Services contract with the Conservation Corps North Bay by \$479,880 for a new contract amount not to exceed \$633,036, in order to implement the pilot Sonoma County Youth Ecology Corps Career Pathway Program. The term of the agreement will remain from July 1, 2017 to June 30, 2018.

Executive Summary:

In July 2017, the Human Services Department entered into agreement with Conservation Corps North Bay to administer the Youth Education & Employment Services Program, including the Sonoma County Youth Ecology Corps. Since the execution of this agreement, the Sonoma County Water Agency has partnered with Human Services to implement the pilot Sonoma County Youth Ecology Corps Career Pathways Program, which will align key elements of the Workforce Innovation and Opportunity Act program requirements within the Youth Education & Employment Services contract to provide a potential pipeline of employees for the Sonoma County Water Agency. Funding for the Career Pathway Program will be provided by the Water Agency and the Workforce Innovation and Opportunity Act.

Discussion:

The Youth Education & Employment Services program is funded by the federal Workforce Innovation and Opportunity Act which provides at-risk youth and young adults with career preparation and educational support services to teach the relationship between academic learning and workplace application, prepare youth to be active community members and leaders, and provide support services needed to reduce barriers to success in school and in employment. The Youth Education & Employment Services program is a comprehensive program with a strong emphasis on work experience as provided

by the Youth Ecology Corps, particularly for older, disconnected youth ages 18 to 24.

Since 2009, the Sonoma County Youth Ecology Corps has provided youth and young adults with meaningful, paid work experience, environmental education, and the opportunity to explore careers and develop work-readiness skills. Youth contribute to their community while completing environmental and conservation-related projects or by working with local non-profit organizations. The Youth Ecology Corps is supported by funding from the Sonoma County Water Agency in addition to various other sources that include CalRecycle, the City of Santa Rosa, Sonoma County Agricultural Preservation and Open Space District, Sonoma County Fire & Emergency Services, Sonoma County Regional Parks, Temporary Assistance to Needy Families, Realignment, and Tobacco Deallocation funds.

The Youth Education & Employment Services program is administered by the Human Services Department. The Water Agency has partnered with Human Services to develop the pilot Sonoma County Youth Ecology Corps Career Pathway Program for youth ages 18-24 within the Youth Education & Employment Services program.

This proposed year-long pilot will begin with a cohort of eight youth who will gain practical work experience, build valuable new relationships, increase their knowledge and skills, and learn about various higher paid and sustainable employment opportunities within the Career Pathway.

The cohort will begin with six months of paid crew work on creek and restoration projects. During this time, participants will play an integral role in supporting projects within the Water Agency that help to create and maintain critical infrastructure projects across the county.

The cohort will move into a second six-month period where participants will have the opportunity to receive additional education, make important industry connections, and job shadow a variety of positions in the Water Agency. Specific details of the second half of the program are still being developed; the objectives of the second half will be to have an educational component and the ability to earn optional college credits while having the opportunity to directly apply what they are learning in a practical environment.

When the first cohort of eight students moves into the second six-month period of the pilot, a second cohort of eight youth will begin paid crew work. This will allow for two parallel groups to be running simultaneously. All of the Youth Education & Employment Services program service providers, as well as additional applicable entities, will identify appropriate youth for referral into this pilot.

A planning group will assist with program design and implementation and will be comprised of staff and consultants of the Water Agency, Human Services, Human Resources, Conservation Corps North Bay, Youth Service Provider Agencies, Baywork (a collaborative of Bay Area water and wastewater utilities working together to ensure workforce reliability), Santa Rosa Junior College, Sonoma County Office of Education, and others as appropriate.

The planning group will also discuss the possibility of other County Departments replicating this pilot program with the objective of providing support to Sonoma County's future workforce as well as a pipeline to County employment.

Approval of this agenda item will authorize the Director of the Human Services Department to execute the first amendment to increase the Youth Education & Employment Services contract with the Conservation Corps North Bay by \$479,880 for a new contract amount not to exceed \$633,036, in order to implement the pilot Sonoma County Youth Ecology Corps Career Pathway Program. The term of the

agreement will remain from July 1, 2017 to June 30, 2018.

Prior Board Actions:

June 13, 2017: Board approved the contracts with Conservation Corps North Bay, Petaluma People Services Center, Social Advocates for Youth, the Center for Social and Environmental Services, and West County Community Services to provide Youth Education & Employment Services program services to at-risk youth and youth adults.

Strategic Plan Alignment Goal 3: Invest in the Future

This amendment is a strategic investment in prevention-focused policies and interventions that reduce poverty, increase equal opportunity for quality education and employment, develop our future local workforce, and increase healthy community environments.

Fiscal Summary

Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses	\$633,036		
Additional Appropriation Requested	\$0		
Total Expenditures	\$633,036		

Funding Sources

General Fund/SCWA GF	\$218,000		
State/Federal	\$384,572		
Fees/Other	\$30,464		
Use of Fund Balance			
Contingencies			
Total Sources	\$633,036		

Narrative Explanation of Fiscal Impacts:

There are no fiscal impacts related to these contract amendments as funding has already been included in the FY 17-18 budget. Funding for the Career Pathway Program will come from the Sonoma County Water Agency in the amount of \$218,000 and the Federal Workforce Innovation and Opportunity Act in the amount of \$271,488. The balance of the funding for the Youth Education and Employment Services Program, including the Sonoma County Youth Ecology Corps, comes from the Federal Workforce Innovation and Opportunity Act (\$62,043), State Temporary Assistance for Needy Families (\$30,464) and Realignment Funding (\$20,577), and Tobacco Deallocation funds (\$30,464).

Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
None			
Attachments:			
Conservation Corps North Bay Contract Amendment No 1			
Related Items “On File” with the Clerk of the Board:			
None			

**Conservation Corps North Bay
Amendment Number 1**

To the Agreement to Provide
Youth Education & Employment Services

Funding Amount: \$633,036

Term: 7/1/2017 to 6/30/2018

Agreement Number: ET-CCNB-YEES-1718

Funding Source: WIOA

DUNS: 186420048 CAGE Code: 3NHY6

On July 1, 2017, the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Conservation Corps North Bay, Inc, a California non-profit corporation (hereinafter "Contractor"), executed an Agreement for the provision of Youth Education & Employment Services.

As provided by Article 13.7., Merger, the parties hereby evidence their intent and desire to amend the Agreement to

The parties mutually desire to amend said Agreement to make the following changes:

1. Revise Article 2 Payment to add Four Hundred Seventy Nine Thousand Eight Hundred Eighty Dollars (\$479,880) to the agreement for a new total of Six Hundred Thirty Three Thousand Thirty Six Dollars (\$633,036).
2. Revise the WIOA Budget, Exhibit B Fiscal Provisions 8.1.
3. Add additional budget Sonoma County Water Agency Cohort to Exhibit B Fiscal Provisions 8.3.

R E C I T A L S

- A. The purpose of this Amendment is to modify the terms and conditions of the Agreement between the County and the Contractor.
- B. The parties hereto are desirous of modifying the Agreement in accordance with the terms and conditions set forth herein

S P E C I F I C P R O V I S I O N S

2. Payment. For all services and incidental costs required hereunder, Contractor shall be paid on a cost reimbursement basis in accordance with the budget set forth in "Exhibit B: Fiscal Provisions/Budget" (hereinafter "Exhibit B"), attached hereto and incorporated herein by this reference. Contractor shall be paid an amount not to exceed Six Hundred Thirty Three Thousand Thirty Six Dollars (\$633,036), without the prior written approval of County. Expenses not expressly authorized by the Agreement shall not be reimbursed.

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

Exhibit B: Fiscal Provisions/Budget

8. Budgets.

8.1. WIOA YEES Program Budget

WIOA YEES Budget		2017 / 2018
Item No.	Line Item Description	Amount
1	Staff Wages	55,666
2	Staff Benefits	14,665
3	Rental / Lease of Facility	600
4	Utilities / Building Maintenance	2,815
5	Telephone / Communications	2,000
6	Insurance Expense	1,160
7	Equipment Rental / Lease / Maintenance	1,000
8	Office Supplies / Expenses	1,100
9	Books / Educational Materials	
10	Staff Mileage / Travel	200
11	Staff Training / Conferences	2,341
12	Work Experience Staff Support (not case mgmt)	65,474
13	Tools / Equipment	
14	Transportation Costs	2,750
15	Crew Leader Wages & Benefits	30,142
16	Participant Wages & Benefits	137,485
17	Participant Support / Incentives	
18	Other: Crew Supplies	4,518
19	Indirect Costs @ 10%	32,192
PROGRAM BUDGET TOTAL:		354,108

8.3. **Budget** - Sonoma County Water Agency Cohort

Sonoma County Water Agency Cohort		2017 / 2018
Item No.	Line Item Description	Amount
1	Staff Wages	
2	Staff Benefits	
3	Rental / Lease of Facility	600
4	Utilities / Building Maintenance	2,815
5	Telephone / Communications	1,000
6	Insurance Expense	1,160
7	Equipment Rental / Lease / Maintenance	2,000
8	Office Supplies / Expenses	950
9	Books / Educational Materials	
10	Staff Mileage / Travel	100
11	Staff Training / Conferences	379
12	Work Experience Staff Support (not case mgmt)	23,307
13	Tools / Equipment	3,000
14	Transportation Costs	2,750
15	Crew Leader Wages & Benefits	30,142
16	Participant Wages & Benefits	124,962
17	Participant Support / Incentives	500
18	Other: Crew Supplies	4,517
19	Indirect Costs @ 10%	19,818
PROGRAM BUDGET TOTAL:		218,000

Except as expressly modified in this amendment, the terms and conditions of agreement number ET-CCNB-YEES-1718 shall remain in full force.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be fully executed by their authorized representatives.

CONTRACTOR:

By: Marilee Eckert
Name: Marilee Eckert
Chief Executive Officer
Date: 8-17-17

COUNTY OF SONOMA:

By: _____
Name: Karen Fies
Title: Director, Human Services
Department
Date: _____

APPROVED AS TO SUBSTANCE
FOR COUNTY

By: Katherine Greaves
Name: Katherine Greaves
Title: Director
Employment & Training Division

[X] EXEMPT FROM COUNTY COUNSEL
REVIEW

APPROVED AS TO FORM FOR COUNTY:

By: Exempt
County Counsel
Date: _____



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 42

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

To: Board of Supervisors

Board Agenda Date: September 12, 2017

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors & County Administrator's Office

Staff Name and Phone Number:

Nikolas Klein, 707-565-5312

Supervisory District(s):

Title: Appointments to the Independent Citizens Pension Committee

Recommended Actions:

- (A) Appoint Jack Atkin, Rebecca Jones, Anthony Withington, and Lynn Woolsey to serve an initial 2-year term on the Independent Citizens Pension Committee.
- (B) Appoint Sandra Coyle, Martin Jones, and John Hadzess to serve an initial 3-year term on the Independent Citizens Pension Committee.

Executive Summary:

This item requests Board of Supervisors ("Board") approval to appoint seven members of the public to the new, ongoing Independent Citizens Pension Committee ("Committee"). The Board has adopted Pension Reform as one of its key priorities, with a goal of ensuring a fair, equitable, and sustainable pension system for taxpayers and employees alike. In April 2017, the Board created the new Committee to represent the best interests of the entire community in a non-partisan manner, and to help improve communication between the County and local residents on pension issues.

The scope of the Committee is intended to improve accountability and transparency of the County's pension reporting, and provide a way for the County to engage citizens in the process of developing and refining its pension reform strategies. In May 2017, the Pension Ad Hoc co-chairs (Supervisors David Rabbitt and Shirlee Zane) and staff initiated a recruitment process to identify Sonoma County residents interested and qualified to serve on the new Committee. The seven individuals being recommended for appointment to the Committee were selected from a pool of 22 applicants based on their relevant experience, diverse viewpoints, and interest in pension and fiscal matters.

Discussion:

Background

In November 2011, the Board of Supervisors endorsed three main pension reform policy goals: contain costs; maintain market competitiveness and workforce stability; and improve accountability and transparency. The Board subsequently established the former Independent Citizens Advisory Committee on Pension Matters in September 2015 as part of its efforts to improve transparency and accountability. The former committee's July 2016 report assessed the County's pension reform progress since 2012 and communicated a number of findings and recommendations. Following receipt of this report, the Board created a new Pension Ad Hoc Committee in November 2016, and appointed Supervisors Rabbitt and Zane as co-chairs. Under its charter, the Pension Ad Hoc Committee will: (1) define a work plan for the next phase of reform efforts; (2) continue work under existing reform goals and strategies; and (3) address several key recommendations cited in the July 2016 committee report. Related to this last item, the Pension Ad Hoc Committee's charter specifically called for developing a scope and charter to establish a new Independent Citizens Pension Committee.

On February 21, 2017, the Pension Ad Hoc Committee and staff presented a proposed charter for a limited duration citizen's advisory committee, which was not fully endorsed by the Board. As an outcome of the Board's discussion, the Chair directed the Pension Ad Hoc Committee and staff to explore options for creating a permanent citizens advisory committee. On April 25, 2017, the Board adopted a Resolution establishing a new, ongoing Independent Citizens Pension Committee and approved its charter.

Independent Citizens Pension Committee Charter

The Board approved Resolution #17-0177 on April 25, which outlined the following Committee scope, focused on enhancing the County's pension reporting and improving accountability and transparency:

- 1) Review the County's annual "State of the Retirement System" Report (to be developed by staff). Evaluate the report's contents for accuracy and clarity, ask questions of staff, and provide feedback or suggestions for additional content and copy edits to improve readability and transparency.
- 2) Review relevant County and SCERA published reports, such as: annual Comprehensive Annual Financial Reports, annual valuations of the retirement system, and executed labor agreements.
- 3) Present annual updates to the Board of Supervisors. This deliverable would take the form of a short board report and presentation, rather than a formal, comprehensive written report. The Committee's annual Board updates would cover the following topics:
 - Meetings conducted, presentations received, workgroups formed, and other relevant activities of the committee;
 - Independent analysis of trends and key takeaways observed in the State of the Retirement System report and other County and SCERA publications;
 - Innovative pension reform strategies to contain costs being pursued in other local or state jurisdictions that could be applicable to the County;

- Synopsis of relevant news articles, academic studies, publications, legislative developments, or other items of interest pertaining to pension plans and reform efforts; and
- Additional recommendations, from a citizen's perspective, that could help the County further improve its pension reporting and ultimately the public's understanding of the pension system.

Consistent with the mission of the Committee and its status as an advisory body, the information communicated in its annual update shall be fair, constructive, and objective. Any and all pension reform strategies developed through the efforts of the Committee shall be advisory only to the Board of Supervisors. The Board would not be obligated to pursue any policy changes in response to the Committee's annual updates or recommendations. Further, to the extent the Board of Supervisors authorizes the delivery of pension reform strategies developed through this effort, the implementation of such strategies will be subject to State law and the County's labor relations policies and procedures. In this regard, the Committee will have no authority or involvement in the applicable labor relations process.

The Committee's membership has the following characteristics:

- Number of Members: Seven, appointed by majority vote of the Board of Supervisors
- Committee Duration: Ongoing, unless terminated by majority vote of the Board.
- Member Terms: Two-year staggered terms; no term limit, but subject to re-appointment.
- Membership Criteria: Must be a resident of Sonoma County and possess aptitude for dealing with complex financial information.
- Member Nominations & Appointments: Initial appointees to be nominated by the Pension Ad Hoc co-chairs after conducting an open application process. Future Committee vacancies will be posted on the County's Boards, Commissions, Committees & Task Forces list to comply with the Maddy Act, and interested individuals may submit an application for consideration. Applications will be reviewed by the presiding Chair and Vice Chair of the Board of Supervisors, and member nominations will be presented to the full Board of Supervisors for approval.

Selection Process & Recommended Appointees

Following the Board's approval of the Committee charter on April 25, the Pension Ad Hoc co-chairs worked with staff to initiate the application and selection process for new members. Notification of the recruitment was sent to local press, posted on the County's website, and distributed to a mailing list of interested individuals. The County received 22 applications, which were reviewed by staff and the Pension Ad Hoc co-chairs. Supervisors Zane and Rabbitt interviewed 14 individuals from the applicant pool, and ultimately selected the seven individuals whom are now being recommended for appointment to the Committee.

The recommended appointees possess diverse perspectives and backgrounds, including individuals with knowledge of labor relations, to help promote balanced and productive discussions. In order to preserve historical knowledge and ensure some continuity of effort, the Ad Hoc co-chairs also selected three former members of the 2015 Independent Citizens Advisory Committee on Pension Matters.

The recommended Committee appointees include:

Name	Term (Yrs.)	Dist.	Former Member ?	Position, Company
Jack Atkin	2	1	Yes	Retired Business Owner, Real Estate & Mortgage Brokerage
Sandra Coyle	3	1	No	Retired Assistant Executive Officer, California Public Employees Retirement System
John Hadzess	3	5	No	Housing Compliance Officer, Valley Oak Park
Martin Jones	3	1	Yes	Business Management Consultant, Houlihan & Jones
Rebecca Jones	2	1	Yes	Retired Controller/Consultant/Financial Operations Manager
Anthony Withington	2	2	No	Retired Consultant
Lynn Woolsey	2	2	No	Retired Member of Congress, U.S. House of Representatives

Staffing and Support

The Committee is expected to convene approximately 6-9 meetings annually. The Committee's meetings would be subject to the requirements of the Ralph M. Brown Act for conducting open and public meetings. The Committee will receive administrative support from the County Administrator's Office, with as-needed analytical support provided by subject matter experts from other departments and agencies. County staff will not direct the Committee's work. The County will create a dedicated webpage for the Committee to post relevant information, such as: meeting calendar, charter, bylaws, contact information, meeting agendas, approved meeting minutes, annual reports to the Board, membership rosters, and other Maddy book information.

Meetings & Next Steps

The first Committee meeting will be scheduled for October, and regular meetings will be scheduled thereafter. All meetings will be public and dates and times will be made available on the County's website.

Prior Board Actions:

04-25-2017: Approved the charter for the 2016-17 Pension Ad Hoc Committee; adopted a Resolution to establish an ongoing Independent Citizens Pension Committee and approved its charter; and directed the Pension Ad Hoc and staff to initiate an open application process.

02-21-2017: Directed the Pension Ad Hoc and staff to explore options for establishing an ongoing pension committee.

11-15-2016: Appointed Supervisors Shirlee Zane and David Rabbitt to serve as co-chairs of the new Pension Ad Hoc Committee.

Strategic Plan Alignment Goal 4: Civic Services and Engagement

The Committee provides an opportunity for greater citizen participation in County government, and it gives members of the public an opportunity to review and provide input for the County's pension reform

strategies affecting the retirement system. The Committee's work will also improve the County's transparency and accountability with respect to pension matters.

Fiscal Summary

Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses	\$19,000	\$10,780	\$10,780
Additional Appropriation Requested			
Total Expenditures	\$19,000	\$10,780	\$10,780
Funding Sources			
General Fund/WA GF	\$19,000	\$10,780	\$10,780
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	\$19,000	\$10,780	\$10,780

Narrative Explanation of Fiscal Impacts:

The budget for the Committee is estimated to be \$19,000 in Fiscal Year 2017-18 to set up the website and cover staff support for nine meetings, and \$10,780 annually thereafter to cover staff support for six meetings per year. The anticipated costs for the Committee will be covered under the County's adopted budget, without the need for additional appropriations. The County Administrator's Office budget includes staff support costs, and the Non-Departmental budget includes appropriations for website support and potential legal costs.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

None

Attachments:

Attachment A - Summary of Selected Applicants

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

Applications submitted by the seven recommended appointees.

Board Item - Attachment A
Independent Citizen's Pension Committee
Summary of Selected Applicants

1. ATKIN, Jack Occupation: Retired Education: MBA

Relevant Background/Experience:

President of the Taxpayers' Association over the past 11 years.
Research, analysis, and writing position papers and op-eds on the topic of pension reform.
Education and work history are in the fields of finance, banking, and investments.
Spoke to a number of community groups and Retired County Employees' Association of Northern California on Pension Reform.

Related professional, labor or community organizations:

Vice-Chair of Sonoma County's 2015-16 Independent Citizen's Advisory Committee on Pension Matters.
Sonoma County Taxpayers' Association (former President 2003-2014)
Santa Rosa Rotary Club, Board of Directors

2. COYLE, Sandra Occupation: Retired Education: BA

Relevant Background/Experience:

Assistant Executive Officer, California Employees Retirement System (CalPERS), responsible for supervising 500 staff members and managing retirement and health benefits services for active and retired members.

Related professional, labor or community organizations:

Former member of the Sacramento County Employees Retirement System's Retirement Board, including serving as Vice Chair of the Board and Chair of the Investment Committee.

3. HADZESE, John Occupation: Housing Compliance Officer Education: HS

Relevant Background/Experience:

Managed Valley Oak Park, providing housing to low income families
20 years working in construction management as a foreman, general foreman, and superintendent.

Related professional, labor or community organizations:

Worked for the Carpenters Union for 20 years, primarily in finance positions.

- Elected Trustee for Carpenters Local 751, served as Secretary/Treasurer
- Elected Trustee for North Coast District Council of Carpenters
- Secretary/Treasurer for the local Building Trades Council, and Central Labor Council
- Elected Trustee of the Bay Counties District Council, chaired the finance committee and responsible for restructuring its financial system.
- Elected Trustee of the Northern California Regional Council of Carpenters, chaired its Health and Welfare Fund, which affects medical benefits for 40,000 individuals.

4. JONES, Martin Occupation: Management Consultant Education: CAAP

Relevant Background/Experience:

President and CEO, Corby Distilleries Limited- Served on pension committee for 5 years.
President and CEO, Allied Domecq, USA- Oversight for defined benefit, pension, and retirement programs.

Board Item - Attachment A
Independent Citizen's Pension Committee
Summary of Selected Applicants

Managing Director, Artisan Source, LLC & Houlihan & Jones- Beverage alcohol management consultants.

Premier Wines & Spirits; Barefoot Cellars- General and financial management for \$100+ million businesses.

Shareholder and Board member, VinoPro Marketing services- Inc. 500 Fast Growth Company in Sonoma County.

Related professional, labor or community organizations:

Member of Sonoma County's 2015-16 Independent Citizen's Advisory Committee on Pension Matters.

Former Board Member Distilled Spirits Council of America

Former member of young Presidents organization (YPO)

Various not for profit organizations

5. JONES, Rebecca Occupation: Retired Education: BS

Relevant Background/Experience:

40 years of accounting, financial analysis and management experience.

Strengths include organization, collaborative team building, financial and analytical skills and establishing achievable and measureable goals.

Prefer to work in an efficient manner and produce results that are meaningful, meet the stated goals and are presented in an easy to understand manner.

Related professional, labor or community organizations:

League of Women Voters Sonoma County. Secretary, Board Member

Member of Sonoma County's 2015-16 Independent Citizen's Advisory Committee on Pension Matters.

6. WITHINGTON, Anthony Occupation: Retired Education: HS

Relevant Background/Experience:

International Representative, Amalgamated Transit Union

President/Business Agent, Amalgamated Transit Union Local 1575

Chairman, California legislative Conference Board of the Amalgamated Transit Union

Related professional, labor or community organizations:

Sonoma County Civil Service Commission, 2008 – Present

Delegate North Bay Labor Council

Delegate San Francisco Labor Council

Former Member, international Foundation of Employee Benefit Plans

Former Board Member, Sonoma County Fair

Former Board Member, San Francisco Bay Area Water Authority

Former Board Member, Burbank Housing Corporation

Board Item - Attachment A
Independent Citizen's Pension Committee
Summary of Selected Applicants

7. **WOOLSEY, Lynn** _____ Occupation: Retired _____ Education: BS

Relevant Background/Experience:

Member of Congress, U.S. House of Representatives, 1993 – 2013

Chair/Ranking Member on the House of Representatives Labor Subcommittee, 1993 – 2013

Council Member, Petaluma City Council, 1982 – 1992

Related professional, labor or community organizations:

Honorable Board Member, Literacy Works

Member, Committee to Preserve Social Security and Medicare

Board Member, Center Point

Independent Citizen's Pension Committee Appointments

Board of Supervisors
September 12, 2017



Introduction

- **Committee Overview**
- **Selection Process**
- **Recommended Appointees**
- **Next Steps**
- **Recommended Actions**



Committee Overview

- **Scope:**

- Advises the Board of Supervisors
- Reviews County and SCERA published reports
- Presents an annual update to the Board
 - Independent analysis of trends & key takeaways
 - Research reforms in other jurisdictions
 - Provide recommendations to improve reporting
- Not directed by County staff



Committee Overview

- **Duration:** Ongoing
- **Membership:**
 - Seven members
 - Appointed by the Board of Supervisors
 - Residents of Sonoma County
 - Staggered Terms: four members will serve 2-year terms; three will serve 3-year terms.
 - No individual term limits



Committee Overview

- **Budget:**

- \$19,000 in FY 17-18 (includes 1x webpage cost)
- \$10,780 annual cost thereafter for staff support
- No member stipend, no travel, no consultants

- **Meetings:**

- 9 monthly meetings in FY 17-18 (Oct – June)
- 6 annual bi-monthly meetings thereafter

Selection Process

- **Open Application Process**

- Notified local press, posted on the County's website, and distributed to interested individuals.
- Pension Ad Hoc co-chairs (Zane & Rabbitt) reviewed all applications and interviewed 13 applicants.

- **Recommended Members**

- 7 individuals recommended based on diverse perspectives and backgrounds.
- Includes 3 former members of the 2015 Independent Citizen's Advisory Committee on Pension Matters.



Recommended Appointees

Name	Term (Yrs.)	Dist.	Former Member?	Position, Company
Jack Atkin	2	1	Yes	Retired Business Owner, Real Estate & Mortgage Brokerage
Sandra Coyle	3	1	No	Retired Assistant Executive Officer, California Public Employees Retirement System
John Hadzess	3	5	No	Housing Compliance Officer, Valley Oak Park
Martin Jones	3	1	Yes	Business Management Consultant, Houlihan & Jones
Rebecca Jones	2	1	Yes	Retired Controller/Consultant/Financial Operations Manager
Anthony Withington	2	2	No	Retired Consultant
Lynn Woolsey	2	2	No	Retired Member of Congress, U.S. House of Representatives



Next Steps

- Create the new Committee webpage
- First meeting anticipated in October 2017
- First committee meeting(s):
 - Members to choose Chair and Vice-Chair
 - Draft and approve bylaws, which must be submitted to the BOS for approval.
 - Schedule future regular meetings
- County Administrator's Office to provide administrative support



Recommended Actions

- A. Appoint Jack Atkin, Rebecca Jones, Anthony Withington, and Lynn Woolsey to serve an initial **2-year term** on the Independent Citizen's Pension Committee.
- B. Appoint Sandra Coyle, Martin Jones, and John Hadzess to serve an initial **3-year term** on the Independent Citizen's Pension Committee.



Thank You



Questions?





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: September 12, 2017

Vote Requirement: 4/5

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

Staff Name and Phone Number:

Susan R. Klassen, 707-565-2231

Supervisory District(s):

Fifth Supervisory District

Title: Salmon Creek Water System Financing.

Recommended Actions:

That the Board hold a public hearing on the annual written report for County Service Area No. 41 Salmon Creek Water System and adopt the resolution ordering the annual water charge for the debt service and the \$30 annual charge for water availability to be collected on the County of Sonoma tax roll for the total amount of \$45,084 for Fiscal Year 2017-2018.

Executive Summary:

State law and regulations require that an annual public hearing be held by the Board of Supervisors to direct that annual loan repayments be collected on the County of Sonoma tax roll. Staff is recommending that the Board approve the attached resolution ordering that the annual repayment charge for the United States Department of Agriculture loan used for the recently-completed water system improvements be collected on the County of Sonoma tax roll for the total amount of \$44,064 for Fiscal Year 2017-2018.

Discussion:

Background

The Salmon Creek Water System is located in the unincorporated County on the Pacific Ocean (see Attachment 3). The system has 97 residential customer accounts -- 95 with a 5/8-inch meter and 2 with a 1" meter. There are 100 property owners that have the assessment of \$440.64 per year per Assessor's Parcel Number on the County's tax roll for the purpose of repaying the total loan amount of \$983,000 obtained from the United States Department of Agriculture to rehabilitate the water system.

On July 30, 2013 by approving Resolution 13-0300, the Board provided for the incurrence of indebtedness and the Sonoma County Public Finance Authority provided for the sale and issuance of water revenue bonds in the amount of \$792,000 and \$191,000, from the United States Department of Agriculture for the system-wide improvements ("Project") which represents the total 40-year principal amount of \$983,000. At 2.75% interest, the total amount of the loan payments will be \$1,624,038. The

United States Department of Agriculture provided the additional funding of \$191,000 after notification that the proposals received for construction of the Project were all higher than the engineer's estimate. The final payment for the loan will be made in Fiscal Year 2053-2054.

In addition the United States Department of Agriculture provided \$735,000 in grant funding for the Project. The total approved loan/grant package was \$1,718,000.

The Project included the reconstruction and expansion of a treatment building, expanding water treatment to include membrane filtration, construction of an underground reinforced concrete water storage tank, expansion of a groundwater collection system, and miscellaneous control and electrical improvements. Project development expenses included preliminary engineering, California Environmental Quality Act compliance, National Environmental Policy Act compliance, Coastal Permit, Right of Way acquisition, bond counsel, legal counsel, construction administration, and project management. The United States Department of Agriculture Installment Agreement also required that the \$80,000 balance of the existing loan from the State of California for prior improvements be paid in full. A Notice of Completion was filed with the County Recorder on August 20, 2014, and the Project has been fully operational since that time.

In addition to the Charge Levy for the annual debt service, property owners fronting the water main but not connected to the system had the option of authorizing an annual water availability charge to ensure that they would be provided water in the event that they wanted to build a home on their property. Property owners are charged \$30 per parcel. The \$60 for the one parcel represents the change in the Assessor's database that combined two separate parcel numbers as identified in the original Board approval. This water availability charge was approved by the Board under Ordinance 4024 dated June 27, 1989.

Annual Written Report

Each fiscal year, Article XIII D of the Constitution of the State of California, commonly known as Proposition 218, requires that the Board of Supervisors, as the governing board for the County Service Areas, hold a public hearing and adopt a resolution directing that the annual charge levy be collected on the County's property tax rolls. The total annual charge levy to be collected on each parcel is detailed on the attached written report which is a listing of the Assessor's parcel numbers and the dollar amount of the annual charge levy. The amount of anticipated revenues from the charge levy and the biannual payments to the United States Department of Agriculture are budgeted in the approved Fiscal Year 17-18 budget for the Salmon Creek Water System debt service funds.

Notice of a Public Hearing was published once a week for two consecutive weeks in a newspaper of general circulation whose distribution includes the Salmon Creek Water District. This item has been approved as to form by County Counsel.

Prior Board Actions:

7/30/13: Board adopted Resolution No. 13-0299 providing for the incurrence of indebtedness for the County Service Area #41 Salmon Creek Water System and Resolution No. 13-0300 approving the issuance, sale and delivery by the Sonoma County Public Finance Authority of its water revenue bonds. Sonoma County Public Finance Authority approved Resolution No. 13-301 providing for the sale and issuance of water revenue bonds for \$792,000 and \$191,000 from the United States Department of Agriculture.

6/18/13 Board adopted Ordinance No. 6038 amending Ordinance 4024, as amended, to include increases to the meter rates, water usage rates, and the new Charge to be placed on the Sonoma County tax roll for the United States Department of Agriculture loan repayment.

6/4/13: Board held a Proposition 218 public hearing to adjust the water service charges for operations and maintenance of the water system and to place a charge levy for the system improvements on the tax roll.

2/21/12: Board held a public hearing to consider a use permit and coastal permit for the Salmon Creek Water Collection and Treatment System Improvement Project ("Project"), approved a resolution adopting the mitigated negative declaration, and approved the use permit and coastal permit for the Project.

09/28/10: Board authorized the submittal of an application to United States Department of Agriculture for a grant/loan for system improvements.

Strategic Plan Alignment Goal 3: Invest in the Future

Annual charge levy for system wide improvements made to the water treatment plant providing service to the County Service Area #41 Salmon Creek Zone of Benefit to meet the State of California safe drinking water standards.

Fiscal Summary

Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses	45,084	45,084	45,084
Additional Appropriation Requested	0		
Total Expenditures	45,084	45,084	45,084

Funding Sources

General Fund/WA GF			
State/Federal			
Fees/Other	45,084	45,084	45,084
Use of Fund Balance			
Contingencies			
Total Sources	45,084	45,084	45,084

Narrative Explanation of Fiscal Impacts:

The annual repayment charge for the United States Department of Agriculture loan used for water system improvements will be collected on the County of Sonoma tax roll for the amount of \$44,064 and the water availability charge for the amount of \$1,020 for Fiscal Year 2017-2018.

Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
1. Charge Levy Resolution. 2. County Service Area #41 Salmon Creek Zone of Benefit Charge Levy User Inventory (“Written Report”). 3. Map of the Salmon Creek Zone of Benefit.			
Related Items “On File” with the Clerk of the Board:			



County of Sonoma

State of California

Date: September 12, 2017

Item Number: _____
Resolution Number: _____



4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Levying An Annual Water Charge For Fiscal Year 2017-18 Pursuant to County Service Area No.
41 Salmon Creek Zone of Benefit (Formerly Known As County Service Area No. 34) And
Ordering The Annual Water Charge To Be Collected On The County Of Sonoma Tax Roll.**

Whereas, pursuant to the provisions of Ordinance No. 4024, as amended, and Article 4 of Chapter 5 of Part 3 of Division 5 of the California Health and Safety Code, commencing with Section 5470 (the "Code"), the Board of Supervisors is authorized to levy an annual water charge (the "Charge") and to have such Charge collected on the tax roll in the same manner, by the same persons, and at the same time as, together with and not separately from, the general taxes of the County.

Whereas, the Board of Supervisors has caused a written report (the "Written Report") to be prepared and filed with the Clerk of the Board. The Written Report contains a description of each parcel of real property within the County to which the Charge is applicable (the "Identified Parcels") and the amount of the Charge for each such Identified Parcel for Fiscal Year 2017-18, in conformity with Ordinance No. 4024, as amended.

Whereas, following notice duly given in accordance with law, the Board of Supervisors has held a full and fair public hearing regarding the Written Report and the levy and collection of the Charge for Fiscal Year 2017-18 and heard and considered all objections and protests thereto.

Whereas, no majority protest against the Written Report exists, as determined in accordance with Section 5473.2 of the Code.

Now, Therefore, Be It Resolved the Board of Supervisors hereby overrules all protests and objections to the Written Report and approves the Written Report as filed.

Be It Further Resolved the Board of Supervisors hereby levies the Charge for Fiscal Year 2017-18 in the amount set forth in the Written Report.

Be It Further Resolved the adoption of this resolution constitutes the levy of the Charge against the Identified Parcels for the Fiscal Year commencing July 1, 2017 and ending June 30, 2018.

Be It Further Resolved the Charge shall be collected for Fiscal Year 2017-18 on the County of Sonoma tax roll in the same manner, by the same persons, and at the same time as, together with and not separately from, the general taxes of the County.

Be It Further Resolved the Clerk of the Board is hereby authorized and directed to file the

Resolution #

Date:

Page 2

Written Report with the County Auditor-Controller-Tax Collector-Treasurer with a statement endorsed on said Written Report over the Clerk's signature that the Written Report has been approved and finally adopted by the Board of Supervisors. Upon receipt of the Written Report from the Clerk, the County Auditor-Controller-Tax Collector-Treasurer shall enter the amount of the Charge against the Identified Parcels as they appear on the current assessment roll.

Be It Further Resolved the Clerk of the Board is hereby further authorized and directed to file with the County Auditor-Controller-Tax Collector-Treasurer of the County of Sonoma a copy of the Written Report, with a statement endorsed thereon over the Clerk's signature that the Written Report has been approved and finally adopted by the Board of Supervisors, with a certified copy of this Resolution.

Be It Further Resolved this Resolution shall become effective on the date that this Resolution has been adopted by the Board of Supervisors.

PASSED, APPROVED AND ADOPTED THIS TWELFTH DAY OF SEPTEMBER 2017.

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

SONOMA COUNTY TRANSPORTATION AND PUBLIC WORKS
SALMON CREEK WATER DISTRICT USER INVENTORY (Tax Code 72800)

FISCAL YEAR 2017-2018

Assessment	Direct Assessment Charge	Tax Code
101020030000	440.64	72800
101011014000	440.64	72800
101013023000	440.64	72800
100230025000	440.64	72800
101015032000	440.64	72800
101015019000	440.64	72800
101020048000	440.64	72800
101011039000	440.64	72800
101020015000	440.64	72800
101020016000	440.64	72800
101020020000	440.64	72800
100230038000	440.64	72800
100230005000	440.64	72800
101015033000	440.64	72800
101013025000	440.64	72800
101011031000	440.64	72800
101013033000	440.64	72800
101020047000	440.64	72800
101020025000	440.64	72800
100230050000	440.64	72800
101014001000	440.64	72800
101015040000	440.64	72800
101020039000	440.64	72800
101020031000	440.64	72800
101012008000	440.64	72800
101012001000	440.64	72800
101012002000	440.64	72800
101011038000	440.64	72800
101012004000	440.64	72800
101011015000	440.64	72800
101013018000	440.64	72800
101011040000	440.64	72800
101020014000	440.64	72800
101020009000	440.64	72800
100230049000	440.64	72800
101011018000	440.64	72800
101011004000	440.64	72800
101013012000	440.64	72800
101020021000	440.64	72800
101020003000	440.64	72800
101015024000	440.64	72800
101020028000	440.64	72800
101020034000	440.64	72800
101015027000	440.64	72800

SONOMA COUNTY TRANSPORTATION AND PUBLIC WORKS
SALMON CREEK WATER DISTRICT USER INVENTORY (Tax Code 72800)

FISCAL YEAR 2017-2018

Assessment	Direct Assessment Charge	Tax Code
101013007000	440.64	72800
101013006000	440.64	72800
101011019000	440.64	72800
101011026000	440.64	72800
101011030000	440.64	72800
101014015000	440.64	72800
101012009000	440.64	72800
101011025000	440.64	72800
101020008000	440.64	72800
101011024000	440.64	72800
101020022000	440.64	72800
101020027000	440.64	72800
101013034000	440.64	72800
101020018000	440.64	72800
101013010000	440.64	72800
101013027000	440.64	72800
101015036000	440.64	72800
101014014000	440.64	72800
101013032000	440.64	72800
101020002000	440.64	72800
100230006000	440.64	72800
101012006000	440.64	72800
101020024000	440.64	72800
101015008000	440.64	72800
101011002000	440.64	72800
101020001000	440.64	72800
101020013000	440.64	72800
101013004000	440.64	72800
101020023000	440.64	72800
101015009000	440.64	72800
101012005000	440.64	72800
101013005000	440.64	72800
101011037000	440.64	72800
101014017000	440.64	72800
101015006000	440.64	72800
101011003000	440.64	72800
101020019000	440.64	72800
101015007000	440.64	72800
101015003000	440.64	72800
100230011000	440.64	72800
101013014000	440.64	72800
101015022000	440.64	72800
101020032000	440.64	72800
101013037000	440.64	72800
101012007000	440.64	72800

SONOMA COUNTY TRANSPORTATION AND PUBLIC WORKS
SALMON CREEK WATER DISTRICT USER INVENTORY (Tax Code 72800)

FISCAL YEAR 2017-2018

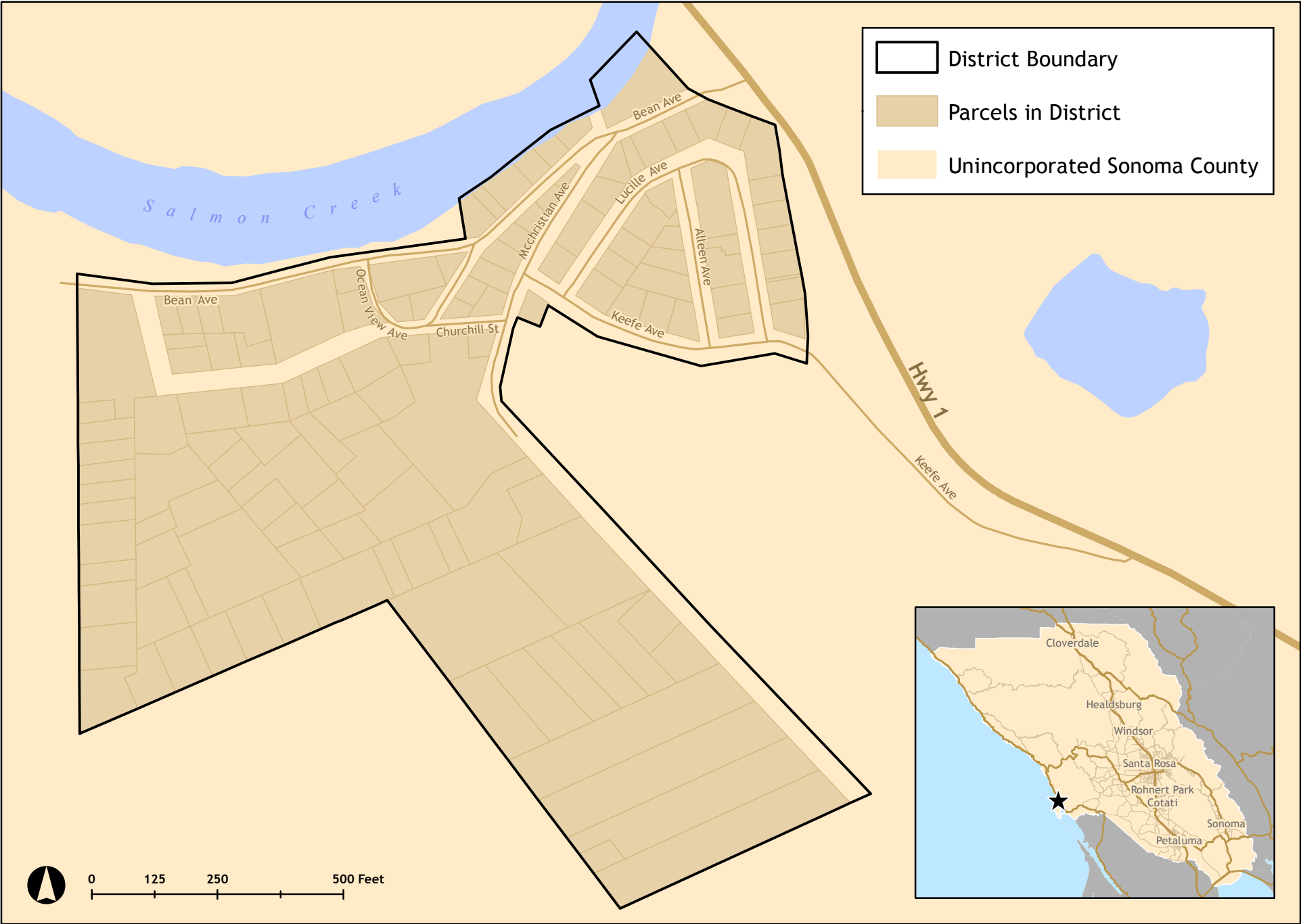
Assessment	Direct Assessment Charge	Tax Code
101020007000	440.64	72800
101020029000	440.64	72800
101020033000	440.64	72800
101020004000	440.64	72800
101020026000	440.64	72800
101014008000	440.64	72800
101011001000	440.64	72800
101013003000	440.64	72800
100230039000	440.64	72800
100230016000	440.64	72800
101015001000	440.64	72800
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	44,064.00	

SONOMA COUNTY TRANSPORTATION AND PUBLIC WORKS
SALMON CREEK WATER DISTRICT USER INVENTORY (Tax Code 72700)
FISCAL YEAR 2017-2018

Assessment	Availability Charge	Tax Code
100230008000	\$ 30.00	72700
100230011000	\$ 30.00	72700
100230013000	\$ 30.00	72700
100230026000	\$ 30.00	72700
100230045000	\$ 30.00	72700
100230050000	\$ 30.00	72700
101011006000	\$ 30.00	72700
101011013000	\$ 30.00	72700
101011023000	\$ 30.00	72700
101012003000	\$ 30.00	72700
101013001000	\$ 30.00	72700
101013016000	\$ 30.00	72700
101013017000	\$ 30.00	72700
101013026000	\$ 30.00	72700
101013029000	\$ 30.00	72700
101013031000	\$ 30.00	72700
101013034000	\$ 30.00	72700
101014004000	\$ 30.00	72700
101014005000	\$ 30.00	72700
101014016000	\$ 30.00	72700
101015002000	\$ 30.00	72700
101015004000	\$ 30.00	72700
101015005000	\$ 30.00	72700
101015023000	\$ 30.00	72700
101015025000	\$ 30.00	72700
101015037000	\$ 30.00	72700
101015038000	\$ 30.00	72700
101015039000	\$ 30.00	72700
101015040000	\$ 30.00	72700
101015041000	\$ 60.00	72700
101020005000	\$ 30.00	72700
101020006000	\$ 30.00	72700
101020048000	\$ 30.00	72700
<div> <div></div> <div></div> </div>	\$ 1,020.00	

Salmon Creek Water District (CSA #41 Zone 32)

May, 2014





County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 50
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: September 12, 2017

Vote Requirement: 4/5

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

Staff Name and Phone Number:

Susan R. Klassen, 707-565-2231

Supervisory District(s):

Fifth Supervisory District

Title: Freestone Water System Financing.

Recommended Actions:

That the Board hold a public hearing on the annual written report for County Service Area No. 41 Freestone Water System and adopt the resolution ordering the annual water charge to be collected on the County of Sonoma tax roll for the total amount of \$14,142.60 for Fiscal Year 2017-2018.

Executive Summary:

State law and regulations require that an annual public hearing be held by the Board of Supervisors to direct that annual loan repayments be collected on the County of Sonoma tax roll. Staff is recommending that the Board approve the attached resolution ordering that the annual repayment charge for one loan used for water system improvements be collected on the County of Sonoma tax roll for the total amount of \$14,142.60 for Fiscal Year 2017-2018.

Discussion:

On September 13, 2016, the Board of Supervisors executed the 10-year agreement from the Small Water Systems Grant Program to cover the costs of acquiring and installing a replacement filter treatment system within the existing building to provide drinking water to the Freestone Water District. The annual charge for repayment of this loan is \$523.80 per equivalent single family dwelling unit. The final payment for this loan will be made in Fiscal Year 2027-2028.

The loan was secured under the terms of the Agreement between the County of Sonoma and the Sonoma County Water Agency that established the Small Water Systems Grant Program to assist small water districts that have documented deficiencies in State drinking water standards. The Small Water Systems Loan Assistance Fund Loan Committee, consisting of representatives from Transportation and Public Works, Auditor-Controller-Treasurer-Tax Collector and the County Administrator's Office, recommended approval of the loan request from the Small Water Systems Loan Assistance Fund ("Loan Fund") in the amount of \$125,900 to the Freestone Water District to (1) replace the failed treatment system and install a new treatment system in the water treatment facility; (2) pay the remaining balance

of \$43,159.53 for the \$75,000 loan from the Loan Fund, for the replacement of the water tank lid, approved by the Board during Fiscal Year 11/12; and (3) reimburse the Loan Fund \$62,741 for FY 15-16 expenditures associated with the failure of the existing water treatment facility, including hauling water from outside sources to ensure that sufficient potable water was available for human consumption, sanitation and fire protection.

The total annual charge to be collected on each parcel is detailed on the attached written report. Annual charges are budgeted in the approved Fiscal Year 17-18 budget for the Freestone Water District debt service funds.

Notice of a Public Hearing was published once a week for two consecutive weeks in a newspaper of general circulation whose distribution includes the Freestone Water District. This item has been approved as to form by County Counsel.

Prior Board Actions:

9/13/16: Board executed the loan agreement funded by the Small Water Systems Loan Assistance Fund in the amount of \$125,900 for the Freestone Water District to (1) fund maintenance and capital improvements required to continue to provide water service to its residents in a manner that complies with safe drinking water laws, (2) repay the balance of the prior \$75,000 loan from the Small Water Systems Loan Assistance Fund for the water tank lid replacement, and (3) repay the Loan Fund for FY 15-16 expenditures associated with the failure of the water treatment facility.

Strategic Plan Alignment Goal 3: Invest in the Future

Annual charge levy for system wide improvements made to the water treatment plant providing service to the County Service Area #41 Freestone Zone of Benefit to meet the State of California safe drinking water standards.

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses	14,143	14,143	14,143
Additional Appropriation Requested	0		
Total Expenditures	14,143	14,143	14,143
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other	14,143	14,143	14,143
Use of Fund Balance			
Contingencies			
Total Sources	14,143	14,143	14,143
Narrative Explanation of Fiscal Impacts:			
The annual repayment charge for the Small Water Systems Loan Assistance Fund loan used for water system improvements will be collected on the County of Sonoma tax roll for the total amount of \$14,142.60 for Fiscal Year 2017-2018.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
1. Charge Levy Resolution. 2. County Service Area #41 Freestone Zone of Benefit Charge Levy User Inventory (“Written Report”). 3. Map of the Freestone Zone of Benefit.			
Related Items “On File” with the Clerk of the Board:			



County of Sonoma

State of California

Date: September 12, 2017

Item Number: _____
Resolution Number: _____



4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Levying An Annual Water Charge For Fiscal Year 2017-18 Pursuant to County Service Area No.
41 Freestone Zone of Benefit (Formerly Known As County Service Area No. 33) And Ordering
The Annual Water Charge To Be Collected On The County Of Sonoma Tax Roll.**

Whereas, pursuant to the provisions of Ordinance No. 4025, as amended, and Article 4 of Chapter 5 of Part 3 of Division 5 of the California Health and Safety Code, commencing with Section 5470 (the "Code"), the Board of Supervisors is authorized to levy an annual water charge (the "Charge") and to have such Charge collected on the tax roll in the same manner, by the same persons, and at the same time as, together with and not separately from, the general taxes of the County.

Whereas, the Board of Supervisors has caused a written report (the "Written Report") to be prepared and filed with the Clerk of the Board. The Written Report contains a description of each parcel of real property within the County to which the Charge is applicable (the "Identified Parcels") and the amount of the Charge for each such Identified Parcel for Fiscal Year 2017-18, in conformity with Ordinance No. 4025, as amended.

Whereas, following notice duly given in accordance with law, the Board of Supervisors has held a full and fair public hearing regarding the Written Report and the levy and collection of the Charge for Fiscal Year 2017-18 and heard and considered all objections and protests thereto.

Whereas, no majority protest against the Written Report exists, as determined in accordance with Section 5473.2 of the Code.

Now, Therefore, Be It Resolved the Board of Supervisors hereby overrules all protests and objections to the Written Report and approves the Written Report as filed.

Be It Further Resolved the Board of Supervisors hereby levies the Charge for Fiscal Year 2017-18 in the amount set forth in the Written Report.

Be It Further Resolved the adoption of this resolution constitutes the levy of the Charge against the Identified Parcels for the Fiscal Year commencing July 1, 2017 and ending June 30, 2018.

Be It Further Resolved the Charge shall be collected for Fiscal Year 2017-18 on the County of Sonoma tax roll in the same manner, by the same persons, and at the same time as, together with and not separately from, the general taxes of the County.

Be It Further Resolved the Clerk of the Board is hereby authorized and directed to file the Written Report with the County Auditor-Controller-Tax Collector-Treasurer with a statement

Resolution #

Date:

Page 2

endorsed on said Written Report over the Clerk's signature that the Written Report has been approved and finally adopted by the Board of Supervisors. Upon receipt of the Written Report from the Clerk, the County Auditor-Controller-Tax Collector-Treasurer shall enter the amount of the Charge against the Identified Parcels as they appear on the current assessment roll.

Be It Further Resolved the Clerk of the Board is hereby further authorized and directed to file with the County Auditor-Controller-Tax Collector-Treasurer of the County of Sonoma a copy of the Written Report, with a statement endorsed thereon over the Clerk's signature that the Written Report has been approved and finally adopted by the Board of Supervisors, with a certified copy of this Resolution.

Be It Further Resolved this Resolution shall become effective on the date that this Resolution has been adopted by the Board of Supervisors.

PASSED, APPROVED AND ADOPTED THIS TWELFTH DAY OF SEPTEMBER 2017.

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

SONOMA COUNTY TRANSPORTATION AND PUBLIC WORKS
FREESTONE WATER DISTRICT USER INVENTORY (Tax Code 72910)
FISCAL YEAR 2017-18

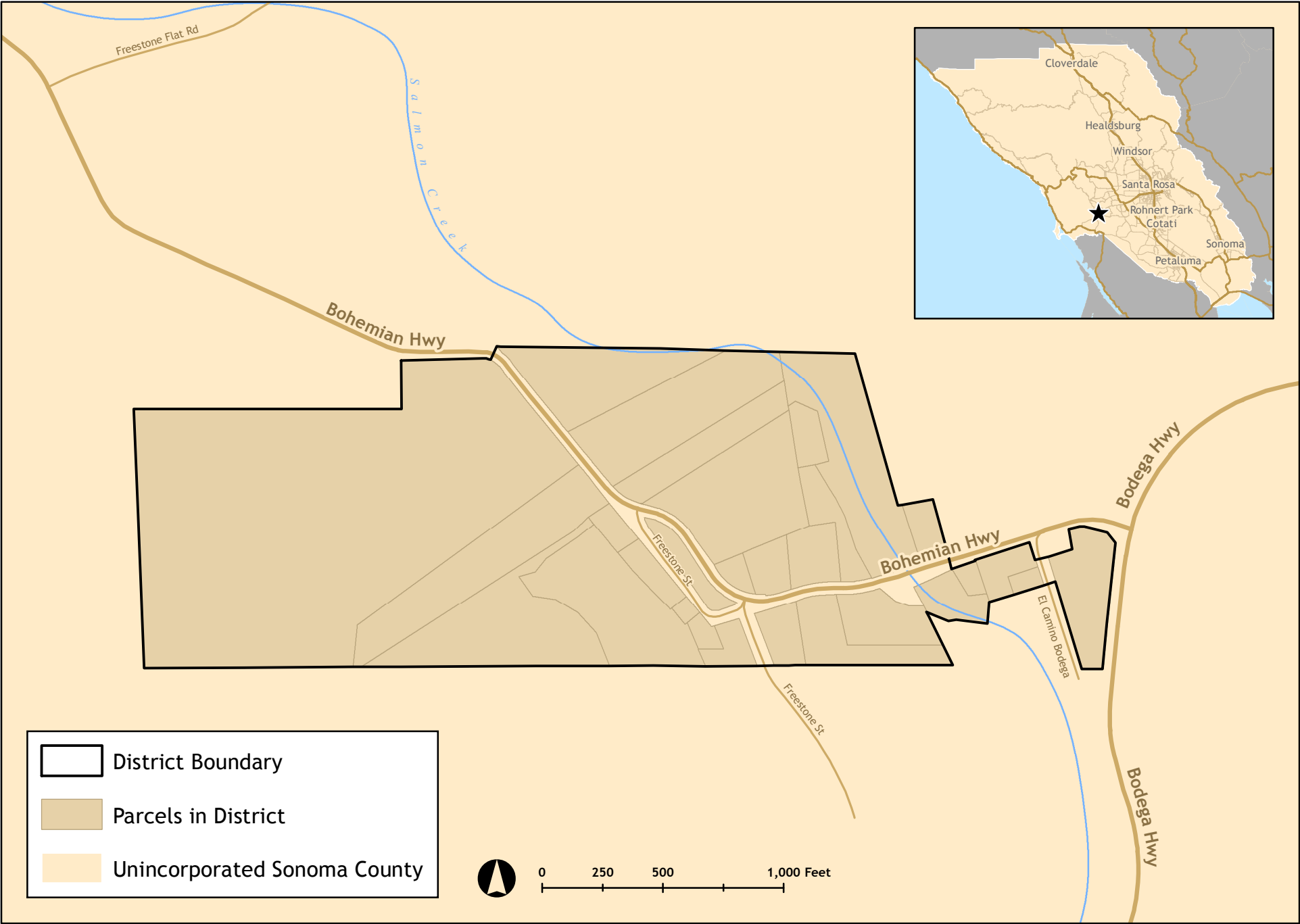
Assessment	Direct Assessment Charge	Loan Repayment Charge
073080071000	523.80	72910
073100066000	523.80	72910
073110002000	523.80	72910
073110021000	523.80	72910
073110032000	523.80	72910
073110033000	523.80	72910
073120001000	523.80	72910
073120002000	523.80	72910
073120003000	523.80	72910
073120015000	523.80	72910
073120021000	523.80	72910
073120022000	523.80	72910
073120029000	523.80	72910
073120030000	523.80	72910
073120032000	523.80	72910
073120033000	523.80	72910
073130004000	523.80	72910
073130025000	523.80	72910
073130034000	523.80	72910
073130035000	523.80	72910
073130037000	523.80	72910
073130041000	523.80	72910
073130072000	523.80	72910
073130073000	523.80	72910
073130074000	523.80	72910
073130075000	523.80	72910
073130076000	523.80	72910

Totals	\$	14,142.60
		27

073120036000

Freestone Water District (CSA #41 Zone 33)

May, 2014





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: September 12, 2017

Vote Requirement: 4/5

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

Staff Name and Phone Number:

Susan R. Klassen, 707-565-2231

Supervisory District(s):

Fifth Supervisory District

Title: Jenner Water System Financing.

Recommended Actions:

That the Board hold a public hearing on the annual written report for County Service Area No. 41 Jenner Water System and adopt the resolution ordering the annual water charge to be collected on the County of Sonoma tax roll for the total amount of \$65,458 for Fiscal Year 2017-2018.

Executive Summary:

State law and regulations require that an annual public hearing be held by the Board of Supervisors to direct that annual loan repayments be collected on the County of Sonoma tax roll. Staff is recommending that the Board approved the attached resolution ordering that the annual repayment charge for two loans used for water system improvements be collected on the County of Sonoma tax roll for the total amount of \$65,458 for Fiscal Year 2017-2018.

Discussion:

Background

The Jenner Water System is located in the unincorporated County on the Pacific Ocean (see Attachment 3). The system has 124 accounts, all with a 5/8-inch meter. Of the total accounts, 109 are residential customers and 15 are commercial customers. Several of the commercial property owners have more than one meter on their property. There are 115 property owners that have two annual assessments on the County's tax roll to repay the loans obtained from the State of California to rehabilitate the water system.

Annual Written Report

Each fiscal year, Article XIII D of the Constitution of the State of California, commonly known as Proposition 218, requires that the Board of Supervisors, as the governing board for the County Service Areas, hold a public hearing and adopt a resolution directing that the annual charge levy be collected on the County's property tax rolls. The total annual charge levy to be collected on each parcel is detailed on

the attached written report which is a listing of the Assessor's parcel numbers and the dollar amount of the annual charge levy. The amount of anticipated revenues from the charge levy and the biannual payments to the State of California are budgeted in the approved Fiscal Year 17-18 budget for the Jenner Water System debt service funds.

On July 18, 1989, the Board of Supervisors authorized the Director of Transportation and Public Works to execute the 30-year agreement with the California State Department of Water Resources, in the amount of \$956,800, to cover the costs of acquiring the Jenner Water System from the Jenner Water Works, and purchasing and installation of water main and supply lines, pumps and pumping equipment, a 100,000 gallon storage tank, water treatment system, and building. The annual charge levy for repayment of this loan is \$430 per equivalent single family dwelling per year for the term of the loan obligation. The two regular payments totaling \$52,570 will be made in Fiscal Year 17-18 after which there will be a remaining balance of \$104,979. The final payment for this loan is anticipated to be made in Fiscal Year 2021-2022.

On December 16, 2008, the Board approved a 20-year agreement with the California Department of Public Health for a Safe Drinking Water Loan, in the amount of \$120,000, to fund the purchase, transportation, and installation of a new micro-filtration water treatment plant purchased from the California Water Service Corporation for the then 15-year-old treatment facility in order to meet more stringent State of California water quality standards. The annual charge levy for repayment of this loan is \$57 per equivalent single family dwelling per year for the term of the loan obligation. The two regular payments totaling \$7,508 will be made in Fiscal Year 17-18 after which there will be a remaining balance of \$78,414. The final payment for this loan will be made in Fiscal Year 2029-2030.

Notice of a Public Hearing was published once a week for two consecutive weeks in a newspaper of general circulation whose distribution includes the Jenner Water District. This item has been approved as to form by County Counsel.

Prior Board Actions:

12/16/09: Board approved a 20-year agreement with the California Department of Public Health.
07/18/89: Board directed the Director of the DTPW to execute a 30-year agreement with the California State Department of Water Resources.

Strategic Plan Alignment Goal 3: Invest in the Future

Annual charge levy for system wide improvements made to the water treatment plant providing service to the County Service Area #41 Jenner Zone of Benefit to meet the State of California safe drinking water standards.

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses	65,458	65,458	65,458
Additional Appropriation Requested	0		
Total Expenditures	65,458	65,458	65,458
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other	65,458	65,458	65,458
Use of Fund Balance			
Contingencies			
Total Sources	65,458	65,458	65,458
Narrative Explanation of Fiscal Impacts:			
The annual repayment charges for the State of California loans used for water system improvements will be collected on the County of Sonoma tax roll for the total amount of \$65,458 for Fiscal Year 2017-2018.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
1. Charge Levy Resolution. 2. County Service Area #41 Jenner Zone of Benefit Charge Levy User Inventory (“Written Report”). 3. Map of the Jenner Zone of Benefit.			
Related Items “On File” with the Clerk of the Board:			



County of Sonoma

State of California

Date: September 12, 2017

Item Number: _____
Resolution Number: _____



4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Levying An Annual Water Charge For Fiscal Year 2017-18 Pursuant to County Service Area No.
41 Jenner Zone of Benefit (Formerly Known As County Service Area No. 34) And Ordering The
Annual Water Charge To Be Collected On The County Of Sonoma Tax Roll.**

Whereas, pursuant to the provisions of Ordinance No. 4026, as amended, and Article 4 of Chapter 5 of Part 3 of Division 5 of the California Health and Safety Code, commencing with Section 5470 (the "Code"), the Board of Supervisors is authorized to levy an annual water charge (the "Charge") and to have such Charge collected on the tax roll in the same manner, by the same persons, and at the same time as, together with and not separately from, the general taxes of the County.

Whereas, the Board of Supervisors has caused a written report (the "Written Report") to be prepared and filed with the Clerk of the Board. The Written Report contains a description of each parcel of real property within the County to which the Charge is applicable (the "Identified Parcels") and the amount of the Charge for each such Identified Parcel for Fiscal Year 2017-18, in conformity with Ordinance No. 4026, as amended.

Whereas, following notice duly given in accordance with law, the Board of Supervisors has held a full and fair public hearing regarding the Written Report and the levy and collection of the Charge for Fiscal Year 2017-18 and heard and considered all objections and protests thereto.

Whereas, no majority protest against the Written Report exists, as determined in accordance with Section 5473.2 of the Code.

Now, Therefore, Be It Resolved the Board of Supervisors hereby overrules all protests and objections to the Written Report and approves the Written Report as filed.

Be It Further Resolved the Board of Supervisors hereby levies the Charge for Fiscal Year 2017-18 in the amount set forth in the Written Report.

Be It Further Resolved the adoption of this resolution constitutes the levy of the Charge against the Identified Parcels for the Fiscal Year commencing July 1, 2017 and ending June 30, 2018.

Be It Further Resolved the Charge shall be collected for Fiscal Year 2017-18 on the County of Sonoma tax roll in the same manner, by the same persons, and at the same time as, together with and not separately from, the general taxes of the County.

Be It Further Resolved the Clerk of the Board is hereby authorized and directed to file the Written Report with the County Auditor-Controller-Tax Collector-Treasurer with a statement

Resolution #

Date:

Page 2

endorsed on said Written Report over the Clerk's signature that the Written Report has been approved and finally adopted by the Board of Supervisors. Upon receipt of the Written Report from the Clerk, the County Auditor-Controller-Tax Collector-Treasurer shall enter the amount of the Charge against the Identified Parcels as they appear on the current assessment roll.

Be It Further Resolved the Clerk of the Board is hereby further authorized and directed to file with the County Auditor-Controller-Tax Collector-Treasurer of the County of Sonoma a copy of the Written Report, with a statement endorsed thereon over the Clerk's signature that the Written Report has been approved and finally adopted by the Board of Supervisors, with a certified copy of this Resolution.

Be It Further Resolved this Resolution shall become effective on the date that this Resolution has been adopted by the Board of Supervisors.

PASSED, APPROVED AND ADOPTED THIS TWELFTH DAY OF SEPTEMBER 2017.

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

SONOMA COUNTY TRANSPORTATION AND PUBLIC WORKS
JENNER WATER DISTRICT USER INVENTORY (Tax Code 73000 and 73001)
FISCAL YEAR 2017-18

Assessment	Direct Assessment Charge	Tax Code	Direct Assessment Charge	Tax Code
099140053000	430.00	73000	57.00	73001
099100064000	430.00	73000	57.00	73001
099140026000	430.00	73000	57.00	73001
099131052000	430.00	73000	57.00	73001
099131009000	430.00	73000	57.00	73001
099113007000	430.00	73000	57.00	73001
099132017000	430.00	73000	57.00	73001
099131044000	430.00	73000	57.00	73001
099131018000	430.00	73000	57.00	73001
099132019000	430.00	73000	57.00	73001
099140076000	430.00	73000	57.00	73001
099140063000	688.00	73000	91.20	73001
099111031000	430.00	73000	57.00	73001
099111030000	430.00	73000	57.00	73001
099140030000	430.00	73000	57.00	73001
099140009000	430.00	73000	57.00	73001
099131059000	430.00	73000	57.00	73001
099131008000	430.00	73000	57.00	73001
099140092000	430.00	73000	57.00	73001
099150006000	688.00	73000	57.00	73001
099132020000	430.00	73000	91.20	73001
099131035000	430.00	73000	57.00	73001
099132028000	430.00	73000	57.00	73001
099131058000	430.00	73000	57.00	73001
099140052000	430.00	73000	57.00	73001
099132012000	430.00	73000	57.00	73001
099112037000	430.00	73000	57.00	73001
099140019000	430.00	73000	57.00	73001
099113016000	430.00	73000	57.00	73001
099150022000	430.00	73000	57.00	73001
099140005000	430.00	73000	57.00	73001
099112011000	688.00	73000	57.00	73001
099132001000	430.00	73000	91.20	73001
099111024000	688.00	73000	57.00	73001
099140003000	430.00	73000	91.20	73001
099132027000	430.00	73000	57.00	73001
099132006000	430.00	73000	57.00	73001
099132005000	430.00	73000	57.00	73001
099100024000	430.00	73000	57.00	73001
099131022000	430.00	73000	57.00	73001
099111025000	430.00	73000	57.00	73001
099111034000	430.00	73000	57.00	73001
099132018000	430.00	73000	57.00	73001
099131054000	430.00	73000	57.00	73001
099140073000	430.00	73000	57.00	73001
099131021000	430.00	73000	57.00	73001
099150013000	430.00	73000	57.00	73001
099140044000	430.00	73000	57.00	73001
099131026000	430.00	73000	57.00	73001

SONOMA COUNTY TRANSPORTATION AND PUBLIC WORKS
JENNER WATER DISTRICT USER INVENTORY (Tax Code 73000 and 73001)
FISCAL YEAR 2017-18

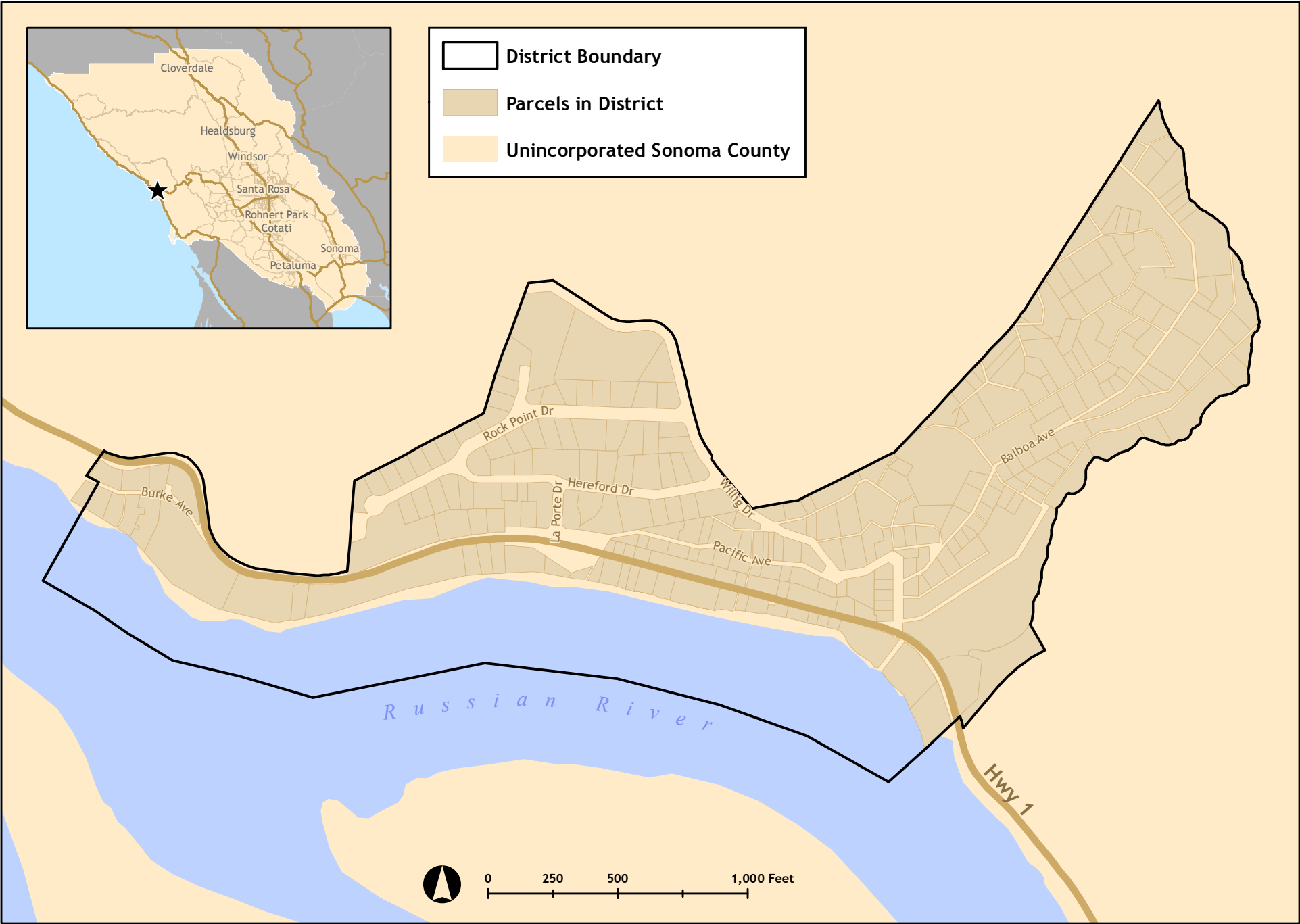
Assessment	Direct Assessment Charge	Tax Code	Direct Assessment Charge	Tax Code
099140085000	430.00	73000	57.00	73001
099131050000	430.00	73000	57.00	73001
099112013000	430.00	73000	57.00	73001
099131057000	430.00	73000	57.00	73001
099140004000	430.00	73000	57.00	73001
099132015000	430.00	73000	57.00	73001
099120011000	430.00	73000	57.00	73001
099131001000	688.00	73000	57.00	73001
099131020000	430.00	73000	91.20	73001
099113004000	430.00	73000	57.00	73001
099131034000	430.00	73000	57.00	73001
099100091000	430.00	73000	57.00	73001
099131002000	688.00	73000	57.00	73001
099140087000	430.00	73000	91.20	73001
099131013000	430.00	73000	57.00	73001
099112002000	430.00	73000	57.00	73001
099150024000	430.00	73000	57.00	73001
099113003000	430.00	73000	57.00	73001
099120005000	430.00	73000	57.00	73001
099150009000	430.00	73000	57.00	73001
099112004000	430.00	73000	57.00	73001
099112025000	645.00	73000	57.00	73001
099113006000	430.00	73000	85.50	73001
099120013000	2,382.20	73000	57.00	73001
099140060000	430.00	73000	315.78	73001
099140089000	1,505.00	73000	57.00	73001
099140090000	645.00	73000	199.50	73001
099140091000	688.00	73000	85.50	73001
099140088000	430.00	73000	91.20	73001
099140055000	430.00	73000	57.00	73001
099132011000	430.00	73000	57.00	73001
099112030000	430.00	73000	57.00	73001
099120017000	430.00	73000	57.00	73001
099111033000	430.00	73000	57.00	73001
099150021000	430.00	73000	57.00	73001
099112036000	430.00	73000	57.00	73001
099111002000	430.00	73000	57.00	73001
099140043000	430.00	73000	57.00	73001
099150023000	430.00	73000	57.00	73001
099120018000	430.00	73000	57.00	73001
099112031000	430.00	73000	57.00	73001
099112001000	430.00	73000	57.00	73001
099132009000	430.00	73000	57.00	73001
099140086000	430.00	73000	57.00	73001
099150001000	430.00	73000	57.00	73001
099111032000	688.00	73000	91.20	73001
099140065000	688.00	73000	91.20	73001
099150025000	430.00	73000	57.00	73001
099131055000	430.00	73000	57.00	73001

SONOMA COUNTY TRANSPORTATION AND PUBLIC WORKS
JENNER WATER DISTRICT USER INVENTORY (Tax Code 73000 and 73001)
FISCAL YEAR 2017-18

Assessment	Direct Assessment Charge	Tax Code	Direct Assessment Charge	Tax Code
099140094000	430.00	73000	57.00	73001
099112012000	430.00	73000	57.00	73001
099111001000	430.00	73000	57.00	73001
099140016000	430.00	73000	57.00	73001
099150019000	2,997.10	73000	397.30	73001
099140008000	430.00	73000	57.00	73001
099150008000	430.00	73000	57.00	73001
099140058000	430.00	73000	57.00	73001
099132010000	430.00	73000	57.00	73001
099111023000	430.00	73000	57.00	73001
099140020000	430.00	73000	57.00	73001
099140054000	430.00	73000	57.00	73001
099140064000	430.00	73000	57.00	73001
099111017000	430.00	73000	57.00	73001
099132008000	430.00	73000	57.00	73001
099111022000	430.00	73000	57.00	73001
099140074000	430.00	73000	57.00	73001
	\$ 57,796.30		\$ 7,661.38	
	115.00		115.00	
Total	\$ 65,457.68			

Jenner Water District (CSA #41 Zone 34)

May, 2014





County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 52

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

To: Board of Supervisors

Board Agenda Date: September 12, 2017

Vote Requirement: 4/5

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

Staff Name and Phone Number:

Susan R. Klassen, 707-565-2231

Supervisory District(s):

Fourth Supervisory District

Title: Fitch Mountain Water System Financing

Recommended Actions:

Conduct a public hearing of the Board of Supervisors to:

1. Adopt a resolution ordering the annual water charge to be collected on the County of Sonoma tax roll for the total amount of \$118,412 for Fiscal Year 2017-2018; and
2. Direct staff to develop a policy setting a 50,000-gallon annual water usage threshold for evaluating the monthly meter charge for residential customers with 1-inch meters.

Executive Summary:

State law and regulations require that an annual public hearing be held by the Board of Supervisors to direct that the annual loan repayment be collected on the County of Sonoma tax roll. Staff is recommending that the Board approve the attached resolution ordering that the annual repayment charge for the loan used for water system improvements be collected on the County of Sonoma tax roll for the total amount of \$118,412 for Fiscal Year 2017-2018. In addition, County staff is recommending a reduction to the 1 inch residential meter rates, based on specific criteria after receiving a request from customers. This action can be completed during a public hearing and does not require a Proposition 218 public hearing notice and process.

Discussion:**Background**

The Fitch Mountain Water System is located in the unincorporated County outside the City of Healdsburg on Fitch Mountain (see Attachment 3). The system has 334 customers – 330 of the customers have a 5/8 inch meter, and six customers have a 1-inch meter. There are 352 property owners that have an annual assessment on the County's tax roll to repay the loan obtained from the California State Department of Water Resources in 1990 to rehabilitate the water system. Water is purchased from the City of Healdsburg.

On February 9, 1988, the Board of Supervisors authorized the Director of Transportation and Public Works to execute the 30-year agreement with the California State Department of Water Resources, in the amount of \$2,304,000, to cover the costs of acquiring and rehabilitating the water system that serves the Fitch Mountain community. The annual charge for repayment of this loan is \$323.00 per equivalent single family dwelling unit. The two regular payments totaling \$127,574 will be made in Fiscal Year 17-18 after which staff anticipates that the remaining balance of \$382,242 will be repaid in the fall of Fiscal Year 2018-19.

Annual Written Report

Each fiscal year, Article XIII D of the Constitution of the State of California, commonly known as Proposition 218, requires that the Board of Supervisors, as the governing board for the County Service Areas, hold a public hearing and adopt a resolution directing that the annual charge levy be collected on the County's property tax rolls. The total annual charge levy to be collected on each parcel is detailed on the attached written report which is a listing of the Assessor's parcel numbers and the dollar amount of the annual charge levy. The amount of anticipated revenues from the charge levy and the biannual payments to the State of California are budgeted in the approved Fiscal Year 17-18 budget for the Fitch Mountain Water System debt service funds.

Residential Meter Rates

The Financial Plan and Rate Study completed by NBS Government Finance Group, Inc. and presented to the Board of Supervisors on September 13, 2016, estimated the total revenue needed from rates and the annual adjustments to the current rates to generate revenue to provide the water service to Fitch Mountain residents, including the cost of operations and maintenance of the system, in a manner that complies with safe drinking water laws. The rates, established by the Board of Supervisors under Ordinance 4023, as amended, can be reduced by the Board of Supervisors if it is found that sufficient revenues are being collected to meet the expenditure obligations of the Fitch Mountain Water System. County staff has received a request from the Fitch Mountain community committee to consider whether it is possible to reduce the new rate for the monthly residential 1 inch meter charge. After review of customer accounts, it was apparent that several customers with 1-inch meters consistently use the same amount of water as those with 5/8-inch meters, while a few use considerably more water.

Based on this account review, and the Board's past direction for the Jenner Water System, staff is recommending that the Board direct the establishment of a policy similar to that of the Jenner Water System that sets a 50,000-gallon annual threshold for determining whether a 1-inch connection account would be billed as a 1-inch connection or as a 5/8-inch connection account based on actual water consumption. The threshold would allow 1-inch connection accounts that have annual consumption below the 5/8-inch annual consumption average to be billed as 5/8-inch connections. The 1-inch accounts exceeding the threshold impose additional demands on the system and would be billed accordingly at the 1-inch connection rate. County staff will monitor all 1-inch connections accounts every two years to reevaluate the 50,000-gallon threshold to coincide with the annual adjustments effective July 1st of each year. If a 1-inch connection account ceases or the type of use of the property changes, the 50,000 gallon threshold will be reevaluated at that time. Current rates are shown below:

County Service Area No. 41 Fitch Mountain Zone of Benefit	
Base Rate (meter charge) Per Month	
5/8" meter	\$46.03
1" meter	\$107.29
1-1/2" meter	\$209.39
2" meter	\$331.90
Water Usage	
Per 1,000 gallons of water consumed	\$11.99

For Fiscal Year 16-17, the Fitch Mountain Water System had actual revenues of \$350,961 and actual expenditures of \$333,087. After the audit adjustment for depreciation, the end fund balance for the Fitch Mountain Water District increased by \$17,874 to \$555,304. The Board approved significant increases for Fiscal Years 11-12, 12-13 and 13-14 increasing rates a total of 34% which has resulted in actual revenues exceeding actual expenditures at the end of each fiscal year since the approval on July 12, 2011. The Board approved budget for Fiscal Year 17-18 includes an estimated fiscal year ending fund balance of \$614,804. With only six connections in the 1-inch meter charge tier, the reduction will only have a minor impact (less than \$200/month) and will not affect the ability of the Fitch Mountain Water System to meet its obligations for expenditures necessary to provide the water service to the community.

Notice of a Public Hearing was published once a week for two consecutive weeks in a newspaper of general circulation whose distribution includes the Fitch Mountain Water System. This item has been approved as to form by County Counsel.

Prior Board Actions:

02/09/88: Board directed the Director of the DTPW to execute a 30-year agreement with the California State Department of Water Resources in the amount of \$2,304,000.

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

Reduction of the 1-inch monthly meter charge will only have a minor impact on the revenues available to provide drinking water to the Fitch Mountain Water System.

Goal 3: Invest in the future

Annual charge levy for system wide improvements made to the water treatment plant providing service to the CSA #41 Fitch Mountain Zone of Benefit to meet the State of California safe drinking water standards.

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses	118,412	0	0
Additional Appropriation Requested	0		
Total Expenditures	118,412		
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other	118,412	0	0
Use of Fund Balance			
Contingencies			
Total Sources	118,412	0	0
Narrative Explanation of Fiscal Impacts:			
The annual repayment charge for the State of California loan will continue to be collected on the County of Sonoma tax roll for the total amount of \$118,412. Payments are made from the Fitch Mountain Debt Service fund and are submitted to the State of California in October and April of each fiscal year.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
1. Charge Levy Resolution. 2. County Service Area #41 Fitch Mountain Zone of Benefit Charge Levy User Inventory (“Written Report”). 3. Map of the Fitch Mountain Zone of Benefit.			
Related Items “On File” with the Clerk of the Board:			
Ordinance 4023, as amended, of the County Service Area No. 41 Fitch Mountain Zone of Benefit.			



County of Sonoma

State of California

Date: September 12, 2017

Item Number: _____
Resolution Number: _____



4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Levying An Annual Water Charge For Fiscal Year 2017-18 Pursuant to County Service Area No.
41 Fitch Mountain Zone of Benefit (Formerly Known As County Service Area No. 34) And
Ordering The Annual Water Charge To Be Collected On The County Of Sonoma Tax Roll.**

Whereas, pursuant to the provisions of Ordinance No. 4023, as amended, and Article 4 of Chapter 5 of Part 3 of Division 5 of the California Health and Safety Code, commencing with Section 5470 (the "Code"), the Board of Supervisors is authorized to levy an annual water charge (the "Charge") and to have such Charge collected on the tax roll in the same manner, by the same persons, and at the same time as, together with and not separately from, the general taxes of the County.

Whereas, the Board of Supervisors has caused a written report (the "Written Report") to be prepared and filed with the Clerk of the Board. The Written Report contains a description of each parcel of real property within the County to which the Charge is applicable (the "Identified Parcels") and the amount of the Charge for each such Identified Parcel for Fiscal Year 2017-18, in conformity with Ordinance No. 4023, as amended.

Whereas, following notice duly given in accordance with law, the Board of Supervisors has held a full and fair public hearing regarding the Written Report and the levy and collection of the Charge for Fiscal Year 2017-18 and heard and considered all objections and protests thereto.

Whereas, no majority protest against the Written Report exists, as determined in accordance with Section 5473.2 of the Code.

Now, Therefore, Be It Resolved the Board of Supervisors hereby overrules all protests and objections to the Written Report and approves the Written Report as filed.

Be It Further Resolved the Board of Supervisors hereby levies the Charge for Fiscal Year 2017-18 in the amount set forth in the Written Report.

Be It Further Resolved the adoption of this resolution constitutes the levy of the Charge against the Identified Parcels for the Fiscal Year commencing July 1, 2017 and ending June 30, 2018.

Be It Further Resolved the Charge shall be collected for Fiscal Year 2017-18 on the County of Sonoma tax roll in the same manner, by the same persons, and at the same time as, together with and not separately from, the general taxes of the County.

Be It Further Resolved the Clerk of the Board is hereby authorized and directed to file the

Resolution #

Date:

Page 2

Written Report with the County Auditor-Controller-Tax Collector-Treasurer with a statement endorsed on said Written Report over the Clerk's signature that the Written Report has been approved and finally adopted by the Board of Supervisors. Upon receipt of the Written Report from the Clerk, the County Auditor-Controller-Tax Collector-Treasurer shall enter the amount of the Charge against the Identified Parcels as they appear on the current assessment roll.

Be It Further Resolved the Clerk of the Board is hereby further authorized and directed to file with the County Auditor-Controller-Tax Collector-Treasurer of the County of Sonoma a copy of the Written Report, with a statement endorsed thereon over the Clerk's signature that the Written Report has been approved and finally adopted by the Board of Supervisors, with a certified copy of this Resolution.

Be It Further Resolved this Resolution shall become effective on the date that this Resolution has been adopted by the Board of Supervisors.

PASSED, APPROVED AND ADOPTED THIS TWELFTH DAY OF SEPTEMBER 2017.

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

SONOMA COUNTY TRANSPORTATION AND PUBLIC WORKS
FITCH MOUNTAIN WATER DISTRICT USER INVENTORY (Tax Code 72200)

FISCAL YEAR 2017-18

Assessment	Direct Assessment Charge	Loan Repayment Charge
087041003000	323.00	72200
087041004000	323.00	72200
087041006000	323.00	72200
087041007000	323.00	72200
087041008000	323.00	72200
087041009000	323.00	72200
087041010000	323.00	72200
087041016000	323.00	72200
087041017000	323.00	72200
087041018000	323.00	72200
087041019000	323.00	72200
087041022000	323.00	72200
087041023000	323.00	72200
087041024000	323.00	72200
087041026000	323.00	72200
087043001000	323.00	72200
087043002000	323.00	72200
087043003000	323.00	72200
087043004000	323.00	72200
087043007000	323.00	72200
087043008000	323.00	72200
087043009000	323.00	72200
087043012000	323.00	72200
087043013000	323.00	72200
087043014000	323.00	72200
087043015000	323.00	72200
087043016000	323.00	72200
087043017000	323.00	72200
087043018000	323.00	72200
087043019000	323.00	72200
087043020000	323.00	72200
087043021000	323.00	72200
087043022000	323.00	72200
087043023000	323.00	72200
087043025000	323.00	72200
087043031000	323.00	72200
087043036000	258.40	72200
087043039000	323.00	72200
087043042000	323.00	72200
087043043000	323.00	72200
087043044000	323.00	72200
087043046000	516.80	72200
087044004000	323.00	72200
087044006000	323.00	72200
087044010000	323.00	72200

SONOMA COUNTY TRANSPORTATION AND PUBLIC WORKS
FITCH MOUNTAIN WATER DISTRICT USER INVENTORY (Tax Code 72200)

FISCAL YEAR 2017-18

Assessment	Direct Assessment Charge	Loan Repayment Charge
087044011000	323.00	72200
087044012000	323.00	72200
087044026000	323.00	72200
087044029000	323.00	72200
087044030000	323.00	72200
087044031000	323.00	72200
087044033000	323.00	72200
087044039000	323.00	72200
087044040000	323.00	72200
087044041000	323.00	72200
087051002000	323.00	72200
087051003000	323.00	72200
087051004000	323.00	72200
087051005000	323.00	72200
087051006000	323.00	72200
087051007000	323.00	72200
087051010000	323.00	72200
087051011000	323.00	72200
087051012000	323.00	72200
087051013000	323.00	72200
087051014000	323.00	72200
087051016000	323.00	72200
087051017000	323.00	72200
087051025000	323.00	72200
087051026000	323.00	72200
087051028000	323.00	72200
087051029000	323.00	72200
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087052002000	323.00	72200
087052003000	323.00	72200
087052004000	323.00	72200
087052005000	323.00	72200
087052006000	323.00	72200
087052007000	323.00	72200
087052008000	323.00	72200
087052009000	323.00	72200
087052010000	323.00	72200
087052011000	323.00	72200
087052012000	323.00	72200
087053001000	323.00	72200
087053008000	323.00	72200
087053010000	323.00	72200
087053011000	323.00	72200
087053018000	323.00	72200
087061004000	323.00	72200

SONOMA COUNTY TRANSPORTATION AND PUBLIC WORKS
FITCH MOUNTAIN WATER DISTRICT USER INVENTORY (Tax Code 72200)

FISCAL YEAR 2017-18

Assessment	Direct Assessment Charge	Loan Repayment Charge
087061006000	516.80	72200
087061007000	323.00	72200
087061009000	323.00	72200
087061010000	323.00	72200
087061012000	323.00	72200
087061022000	323.00	72200
087061027000	323.00	72200
087061028000	323.00	72200
087061031000	323.00	72200
087061037000	323.00	72200
087061038000	323.00	72200
087062008000	323.00	72200
087062010000	323.00	72200
087062020000	323.00	72200
087062032000	323.00	72200
087062043000	323.00	72200
087062056000	323.00	72200
087062058000	323.00	72200
087062060000	323.00	72200
087064005000	323.00	72200
087064010000	323.00	72200
087065004000	323.00	72200
087065011000	323.00	72200
087065013000	323.00	72200
087065021000	323.00	72200
087065023000	323.00	72200
087065024000	323.00	72200
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087091003000	323.00	72200
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087091007000	323.00	72200
087091008000	516.80	72200
087091009000	516.80	72200
087091010000	323.00	72200
087091011000	323.00	72200
087091012000	323.00	72200
087091013000	323.00	72200
087091014000	323.00	72200
087091015000	323.00	72200
087091016000	323.00	72200
087091017000	323.00	72200
087091018000	323.00	72200
087092003000	323.00	72200

SONOMA COUNTY TRANSPORTATION AND PUBLIC WORKS
FITCH MOUNTAIN WATER DISTRICT USER INVENTORY (Tax Code 72200)

FISCAL YEAR 2017-18

Assessment	Direct Assessment Charge	Loan Repayment Charge
087092004000	323.00	72200
087092005000	323.00	72200
087093002000	323.00	72200
087093003000	516.80	72200
087093004000	323.00	72200
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087093017000	516.80	72200
087093028000	323.00	72200
087093029000	323.00	72200
087093030000	323.00	72200
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087094008000	323.00	72200
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087094017000	323.00	72200
087094021000	323.00	72200
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087104002000	323.00	72200
087104003000	323.00	72200
087104006000	516.80	72200
087104009000	323.00	72200

SONOMA COUNTY TRANSPORTATION AND PUBLIC WORKS
FITCH MOUNTAIN WATER DISTRICT USER INVENTORY (Tax Code 72200)

FISCAL YEAR 2017-18

Assessment	Direct Assessment Charge	Loan Repayment Charge
087104013000	323.00	72200
087104014000	323.00	72200
087110002000	323.00	72200
087140009000	323.00	72200
087140010000	323.00	72200
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087140014000	323.00	72200
087140015000	323.00	72200
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087140018000	323.00	72200
087140019000	323.00	72200
087140020000	323.00	72200
087140021000	323.00	72200
087140022000	323.00	72200
087171002000	323.00	72200
087171004000	323.00	72200
087171006000	323.00	72200
087171007000	323.00	72200
087171008000	323.00	72200
087171009000	323.00	72200
087171010000	323.00	72200
087171011000	323.00	72200
087171016000	323.00	72200
087171017000	323.00	72200
087171018000	323.00	72200
087171027000	323.00	72200
087172003000	516.80	72200
087172004000	323.00	72200
087172005000	323.00	72200
087172007000	323.00	72200
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087172009000	323.00	72200
087172011000	323.00	72200
087172012000	323.00	72200
087172016000	323.00	72200
087173002000	323.00	72200
087173006000	323.00	72200
087173007000	323.00	72200
087173009000	323.00	72200
087173012000	323.00	72200
087173013000	323.00	72200
087173015000	323.00	72200
087173016000	323.00	72200
087173017000	323.00	72200
087173020000	323.00	72200

SONOMA COUNTY TRANSPORTATION AND PUBLIC WORKS
FITCH MOUNTAIN WATER DISTRICT USER INVENTORY (Tax Code 72200)

FISCAL YEAR 2017-18

Assessment	Direct Assessment Charge	Loan Repayment Charge
087173023000	323.00	72200
087173029000	323.00	72200
087173030000	516.80	72200
087173031000	323.00	72200
087173033000	323.00	72200
087173034000	323.00	72200
087173035000	323.00	72200
087173037000	323.00	72200
087173040000	323.00	72200
087173041000	323.00	72200
087173042000	323.00	72200
087173043000	323.00	72200
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087174007000	323.00	72200
087174008000	323.00	72200
087174009000	323.00	72200
087174011000	323.00	72200
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087175005000	323.00	72200
087175007000	323.00	72200
087175008000	323.00	72200
087175009000	323.00	72200
087175011000	323.00	72200
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087175015000	323.00	72200
087175016000	1,098.20	72200
087175027000	323.00	72200
087175028000	323.00	72200
087175029000	323.00	72200
087175031000	904.40	72200
087181019000	323.00	72200
087181023000	323.00	72200
087182006000	323.00	72200
087183001000	323.00	72200
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087184027000	323.00	72200
087184028000	323.00	72200
087185005000	323.00	72200
087185006000	323.00	72200

SONOMA COUNTY TRANSPORTATION AND PUBLIC WORKS
FITCH MOUNTAIN WATER DISTRICT USER INVENTORY (Tax Code 72200)

FISCAL YEAR 2017-18

Assessment	Direct Assessment Charge	Loan Repayment Charge
087191001000	323.00	72200
087191015000	323.00	72200
087191024000	323.00	72200
087191030000	323.00	72200
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087192003000	323.00	72200
087192017000	323.00	72200
087192031000	323.00	72200
087193015000	323.00	72200
087193016000	323.00	72200
087201007000	323.00	72200
087201009000	323.00	72200
087201010000	516.80	72200
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087201018000	323.00	72200
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087202007000	323.00	72200
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087213001000	323.00	72200
087213002000	323.00	72200
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087213008000	323.00	72200
087213009000	323.00	72200
087213011000	323.00	72200
087213012000	323.00	72200
087213013000	323.00	72200
087213014000	323.00	72200
087220003000	323.00	72200
087220005000	323.00	72200

SONOMA COUNTY TRANSPORTATION AND PUBLIC WORKS
FITCH MOUNTAIN WATER DISTRICT USER INVENTORY (Tax Code 72200)

FISCAL YEAR 2017-18

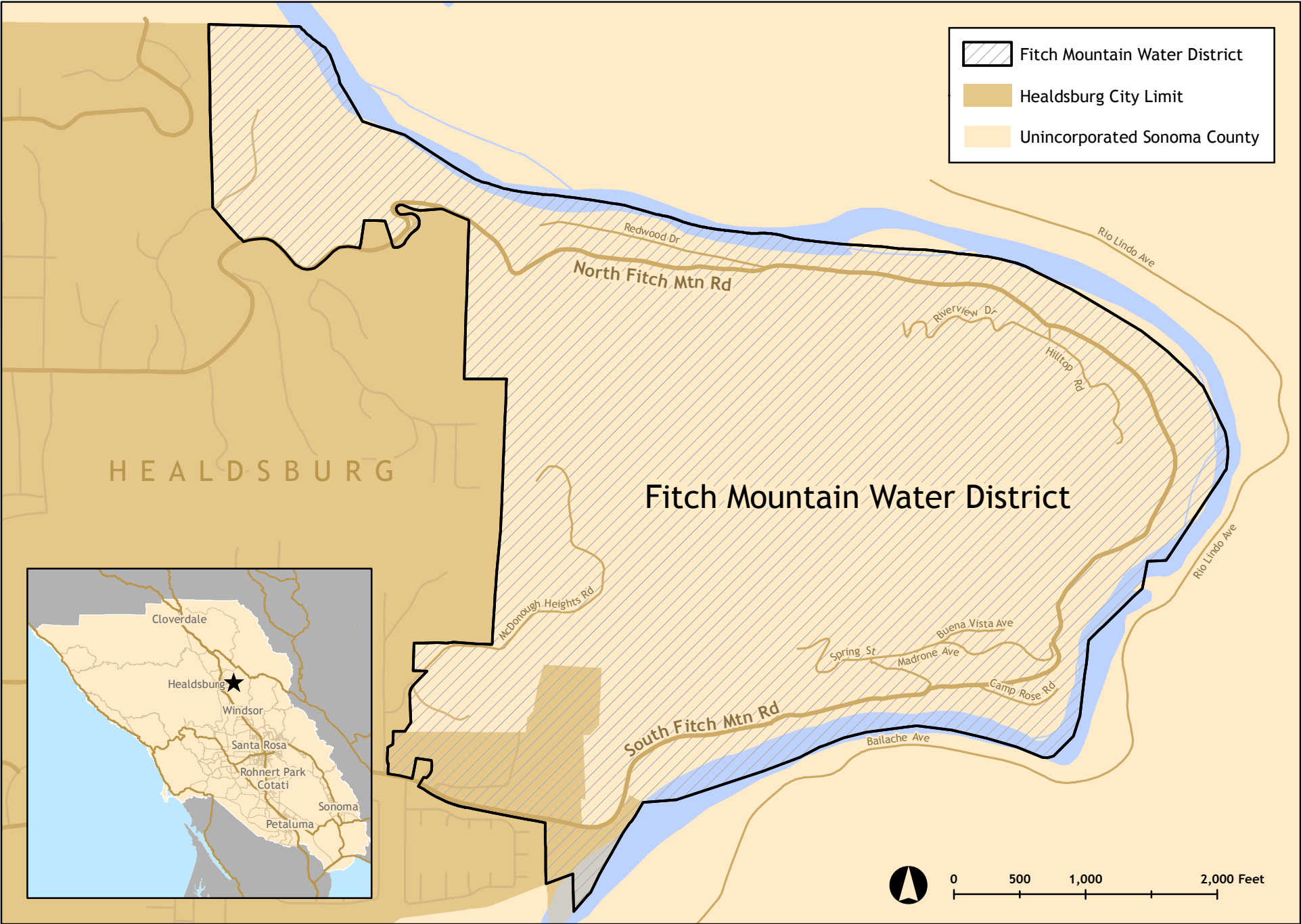
Assessment	Direct Assessment Charge	Loan Repayment Charge
087220007000	323.00	72200
087220010000	323.00	72200
087220011000	323.00	72200
087220012000	323.00	72200
087220016000	323.00	72200
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087220020000	323.00	72200
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087220038000	323.00	72200
087220039000	323.00	72200
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087232002000	323.00	72200
087232003000	323.00	72200
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087232012000	323.00	72200
087232015000	323.00	72200
087232017000	323.00	72200
087232024000	323.00	72200
087232029000	323.00	72200
087232030000	323.00	72200
087232036000	323.00	72200
087232038000	323.00	72200
087232039000	323.00	72200
087234026000	323.00	72200
088130006000	323.00	72200
088130013000	646.00	72200
088130016000	323.00	72200

118,411.80

352.00

Fitch Mountain Water District (CSA #41 Zone 24)

May, 2014





County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 53

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

To: Board of Supervisors

Board Agenda Date: September 12, 2017

Vote Requirement: Majority

Department or Agency Name(s): Permit Sonoma

Staff Name and Phone Number:

Cecily Condon 565-1958

Supervisory District(s):

5

Title: Rezoning to remove Z (Accessory Dwelling Unit Exclusion) Combining District to allow for potential future applications for Accessory Dwelling Units.

Recommended Actions:

Adopt an ordinance rezoning 8 parcels totaling 39.41 acres to remove the Z (Accessory Dwelling Unit Exclusion) Combining District.

Executive Summary:

On May 4th 2017 the Planning Commission recommended the Board of Supervisors approve the removal of the Z (Accessory Dwelling Unit Exclusion) Combining District on 8 Parcels totaling 39.41 acres to allow for future applications for Accessory Dwelling Units on qualifying parcels subject to County Code Section 26-88-060.

Discussion:**Background:**

In 1993 the subject properties were rezoned to the current zoning designation as part of the implementation of the 1989 General Plan. The Board of Supervisors adopted Ordinance No. 4643 rezoning agricultural and resource lands to match the new General Plan designations. All lands that were previously designated as AE (Agriculture Exclusive) or that were subject to an active Land Conservation Act Contract were rezoned to include the Z (Accessory Dwelling Unit Exclusion) Combining District. The Z combining district is also applied to properties with physical constraints including increased fire danger, water scarcity of quality issues, and inadequate roads.

Project Description:

The applicant requested that the Z (Accessory Dwelling Unit Exclusion) Combining District designation be removed from 11 parcels totaling 126.19 acres, later a further request was made. Three Parcels 061-120-056, 061-120-057, and 080-100-027 were withdrawn from this application. The revised project description is for the removal of the Z (Accessory Dwelling Unit Exclusion) Combining District on 8 parcels totaling 39.41 acres as shown in the table below.

Address	Parcel Number	Acres	General Plan Land Use	Current Zoning Designation	Proposed Zoning Designation
11035 Cherry Ridge Road	061-120-051	1.97	DA 20	DA B6 20 Z	DA B6 20
1635 Furlong Road	080-100-026	7.14	DA 20	DA B6 20 Z	DA B6 20
1625 Furlong Road	080-100-016	4.16	DA 20	DA B6 20 Z	DA B6 20
1629 Furlong Road	080-100-021	2.07	DA 20	DA B6 20 Z	DA B6 20
1627 Furlong Road	080-100-022	2.07	DA 20	DA B6 20 Z	DA B6 20
1621 Furlong Road	080-100-015	5	DA 20	DA B6 20 Z	DA B6 20
1607 Furlong Road	080-090-022	9.29	DA 20	DA B6 20 Z	DA B6 20
2625 Scotts Terrace Road	130-190-095	7.71	DA 20	DA B6 20 Z, LG/116 RC100/50 SR	DA B6 20, LG/116 RC100/50, SR

Site Characteristics:

Seven of the 8 parcels proposed for the Z (Accessory Dwelling Unit Exclusion) Combining District removal are located within one cluster of mostly contiguous parcels. The clustered subject parcels, as shown in Exhibit C are located between Furlong and Cherry Ridge Roads approximately 2.3 miles west of the City of Sebastopol. The area is generally developed with low and very low densities of rural residential land uses and agricultural uses including vineyard and orchards. Topography includes gentle to moderate hills. The nearest waterbody is an unnamed tributary to Atascadero Creek approximately 400 feet south of 1617 Furlong Road. The area of the clustered parcels is moderately hilly and located in a zone 2, major groundwater recharge area.

2625 Scotts Terrace Road is the only non-contiguous subject property as shown in Exhibit C. This 7.71 acre parcel is approximately 3 miles northeast of the other subject properties and approximately 1.4 miles north of the City of Sebastopol. The parcel is currently vacant. The nearest water body to 2625 Scotts Terrace Road is an unnamed blue line creek which ends on the north eastern corner of the parcel. The subject parcel is approximately one third of a mile west of the Laguna De Santa Rosa. The site is moderately hilly and located in a zone 2, major groundwater recharge area.

Surrounding Land Uses and Zoning:

The clustered subject properties are in an area generally characterized by agriculture and low to very low densities of rural residential land uses. Zoning designations of surrounding parcels include RR (Rural Residential) Parcels and DA (Diverse Agriculture) Parcels both with and without the Z (Accessory Dwelling Unit Exclusion) Combining District.

2625 Scotts Terrace Road is located in an area generally categorized by agriculture and very low densities of residential development. North of the subject parcel is a single family residence and public golf course designated as K (Recreation and Visitor Serving Commercial), with combining districts LG/116 (Local Guidelines for 116) and RC (Riparian Corridor). The other parcels adjacent to the subject parcel are developed with agriculture and single family residences and zoned DA (Diverse Agriculture) with a 20 acre density, with the Z (Accessory Dwelling Unit

Exclusion) Combining District and RR (Rural Residential), with the combining district LG/116 (Local Guidelines for 116) and the RC (Riparian Corridor) combining district applied to the parcels to the south and east.

Issue #1: General Plan Consistency

All of the subject properties received the DA (Diverse Agriculture) zoning designation and the Z (Accessory Dwelling Unit Exclusion) Combining District in 1993 during the implementation of the 1989 General Plan because the parcels were zoned AE (Agriculture Exclusive) at that time. Typically, accessory dwelling units are allowed in the Diverse Agriculture zoning district and Land Use designation under the following circumstances: there is not a Z combining district; the parcel is not under a Land Conservation Act Contract; the parcel is at least 1.5 acres in size in areas served by well and septic systems; and the request meets all the Accessory Dwelling Unit Code standards (Section 26-88-060).

General Plan Housing Element Policy HE-3c includes a program to remove qualifying parcels when they are less than ten acres in size. Policy HE-3c states:

Review “Z” (Accessory Dwelling Unit Exclusion) Combining District restrictions on agricultural parcels of less than 10 acres county-wide, and consider removing the restrictions where appropriate.

The Board of Supervisors adopted this policy and program, but directed staff to continue to implement it on a case-by-case basis. The subject parcels are zoned DA (Diverse Agriculture) and range from 1.97 to 9.29 acres in size. Allowing the Z combining district to be removed and the possible construction of future accessory dwelling units on each parcel under 10 acres appears consistent with Policy HE-3c as an opportunity to provide affordable housing on the sites. Removal of the Z (Accessory Dwelling Unit Exclusion) Combining District on the following parcels of less than 10 acres is consistent with the General Plan.

Issue #2: Conformance with the Zoning Ordinance

Section 26-76-005 of the Sonoma County Zoning Ordinance states the following reasons for applying the Z (Accessory Dwelling Unit Exclusion) Combining District:

The purpose of this district is to provide for the exclusion of Accessory dwelling units in the following areas:

- a) Areas where there is an inadequate supply of water for drinking or firefighting purposes,*
- b) Areas where there are inadequate sewer services or danger of groundwater contamination,*
- c) Areas where the addition of Accessory units would contribute to existing traffic hazards or increase the burden on heavily impacted streets, roads, or highways, and*
- d) Areas where, because of topography, access, or vegetation, there is a significant fire hazard (Ord. No. 4643, 1993).*

The above reasons do not appear to apply to the proposed parcels based on the following:

Water Supply:

Groundwater availability maps show that all of the subject properties are located in a Groundwater Availability Area 2 (major natural recharge area). Thus the Z (Accessory Dwelling Unit Exclusion) Combining District would not be necessary due to the lack of water availability.

Wastewater Disposal:

The subject parcels are served by well and septic systems, in a Zone 2 Major Groundwater Recharge Area primarily composed of well-draining soils where there are no identified groundwater contamination concerns.

11035 Cherry Ridge Road is a 1.97 acre parcel. The Accessory Dwelling Unit Code (Section 26-88-060) allows rural parcels between 1.5 and 2 acres in size to have a reduced size accessory dwelling unit. The smaller unit has a maximum of one bedroom, which will minimize the demand on the septic capacity.

All other parcels in this proposal are larger than 2 acres and in an area with low to very low density of agricultural and residential development which does not appear to constitute an over concentration of septic systems or risk of groundwater contamination from the development of accessory dwelling units. Therefore, there does not appear to be justification for the Z (Accessory Dwelling Unit Exclusion) Combining District designation being retained due to inadequate sewer services.

Traffic Hazards:

The project site of the contiguous parcels is located on Cherry Ridge and Furlong Roads which are both in a lightly populated area and there are no existing traffic hazards. Therefore, the addition of accessory dwelling units to these sites would not significantly increase the burden on streets, roads, or highways in the area as they are all operating acceptably and are not projected to become impacted in the foreseeable future.

2625 Scotts Terrace Road is located on a through street off of Highway 116 in a lightly populated area and there are no existing traffic hazards. Therefore the addition of an accessory dwelling unit to this site would not significantly increase the burden on streets, roads, or highways in the area as they are all operating acceptably and are not projected to become impacted in the foreseeable future.

Fire Hazards:

The General Plan Safety Element includes Figure PS-1g, Wildland Fire Hazard Areas, which shows that the subject properties are not located in an area prone to wildfires. Therefore, there does not appear to be justification for the Z (Accessory Dwelling Unit Exclusion) Combining District designation being retained due to fire hazards.

Combining Districts:

In addition to the zoning designation of DA (Diverse Agriculture) and Z (Accessory Dwelling Unit Exclusion) Combining District, 2625 Scotts Terrace Road also has combining district designations for LG/116 (Local Guidelines 116), SR (Scenic Resources), and RC 100/50 (Riparian Corridor). This proposal includes no change to combining districts other than the Z (Accessory Dwelling Unit Exclusion) Combining District. The combining districts on this parcel in addition to the Z (Accessory Dwelling Unit Exclusion) Combining District, contain standards that would be applied to all future development. The combining districts LG/116 (Local Guidelines 116), SR (Scenic Resources), and RC 100/50 (Riparian Corridor) do not impact allowed land uses or the potential for the future development of an accessory dwelling unit.

Issue #3: Spot Zoning

The County of Sonoma has attempted to implement a comprehensive land use plan through its Zoning Ordinance. Spot zoning is generally considered undesirable and unfair to other property owners because all parcels in a zone have not been treated alike. However, spot zoning usually refers to the underlying base zone and not to the combining district. The subject properties were compared to adjoining properties to determine the overall pattern of zoning designations. The project is in the vicinity of properties zoned DA (Diverse Agriculture) and RR (Rural Residential), with and without the combining district. Therefore, removing the Z (Accessory Dwelling Unit Exclusion) Combining District from these parcels will not constitute a spot zoning.

Prior Board Actions:			
None			
Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship			
Removal of the Z (Accessory Dwelling Unit Exclusion) Combining District will allow for potential future development of Accessory Dwelling Units on qualifying parcels. Allowing for the future development of accessory dwelling units on qualifying parcels increases rental housing stock in the County.			
Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Attachment A: Draft Ordinance Attachment B: Sectional District Maps Attachment C : Resolution of the Planning Commission to the Board of Supervisors			

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

ORDINANCE NO. ()

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA, STATE OF CALIFORNIA, AMENDING THE OFFICIAL ZONING DATABASE OF THE COUNTY OF SONOMA, ADOPTED BY REFERENCE BY SECTION 26-02-110 OF THE SONOMA COUNTY CODE, BY RECLASSIFYING CERTAIN REAL PROPERTY BY REMOVING THE Z (ACCESSORY DWELLING UNIT EXCLUSION) COMBINING DISTRICT ON EIGHT PARCELS TOTALING 39.41 ACRES LOCATED AT 1625, 1627, 1629, 1635, 1607, 1621 FURLONG ROAD, 11035, CHERRY RIDGE ROAD AND 2625 SCOTTS TERRACE, SEBASTOPOL; APNS 080-100-016, 061-120-051 080-090-022, 080-100-015, 080-100-021, 080-100-022, 080-100-026, 130-190-095.

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

Section I. The Official Zoning Database (OZD) of the County, adopted by reference by Section 26-02-110 of the Sonoma County Code, is amended by reclassifying the following real property by removing the Z (Accessory Dwelling Unit Exclusion) Combining District on 8 parcels totaling 39.41 acres located at 1625, 1627, 1629, 1635, 1607, 1621 Furlong Road, 11035 Cherry Ridge Road and 2625 Scotts Terrace Road, Sebastopol; APNs 080-100-016, 061-120-051, 080-090-022, 080-100-015, 080-100-021, 080-100-022, 080-100-026, 130-190-095. File No. ZCE15-0021. The Director of the Permit and Resource Management Department is directed to reflect this amendment to the OZD of the County as shown on Sectional District Map No. _____.

Section II. The Board hereby finds these changes are consistent with the Sonoma County General Plan Housing Element Policy HE-3; the removal of the Z (Accessory Dwelling Unit Exclusion) Combining District is consistent with Section 26-76-005 of the Sonoma County Code; the project is exempt from CEQA pursuant to Section 15061(b)(3) because the project will have no significant effect on the environment and includes only the potential of future residential accessory structures exempt pursuant to Section 15303(a).

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 X day of X, 2017, and finally passed and adopted this X day of X, 2017, on regular roll call of the members of said Board by the following vote:

SUPERVISORS:

Gorin: ____ Rabbitt: ____ Gore: ____ Hopkins: ____ Zane: ____

Ayes: ____ Noes: ____ Absent: ____ Abstain: ____

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

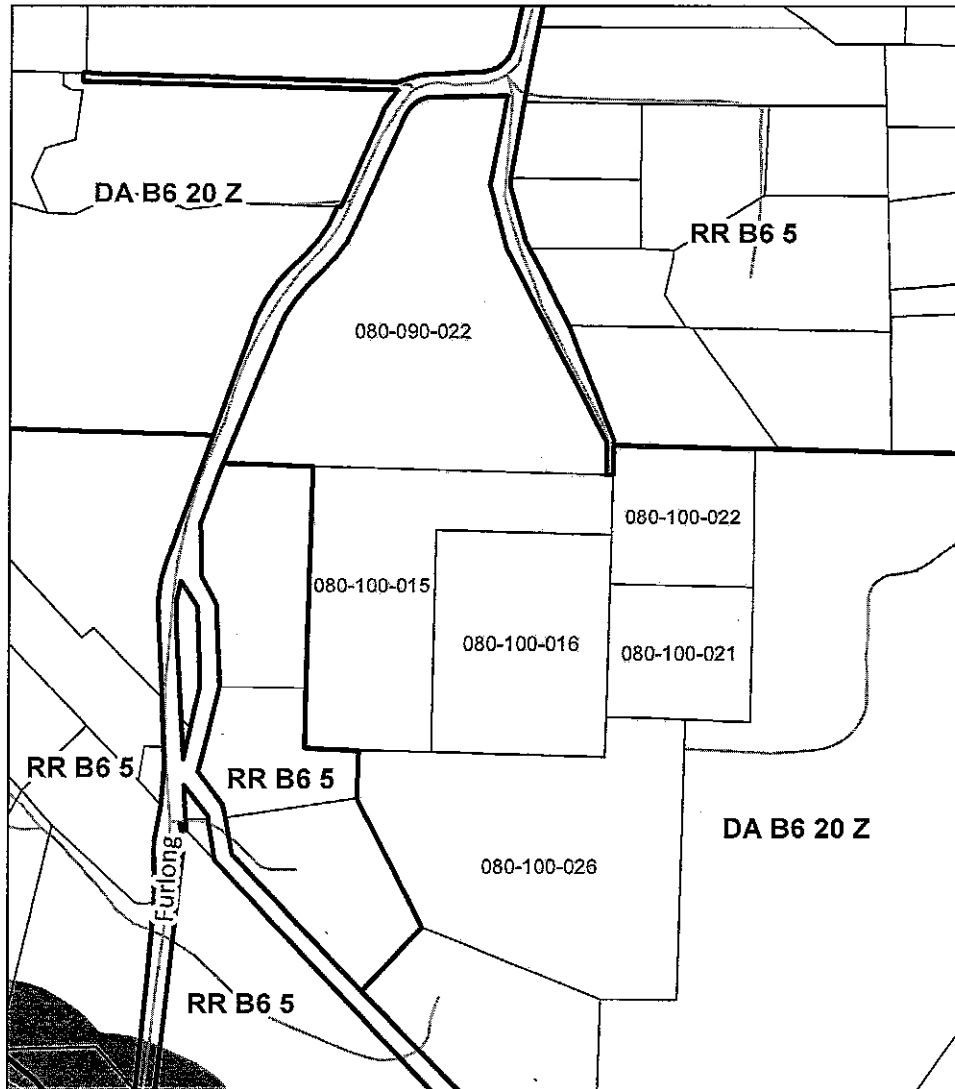
SO ORDERED.

Chair, Board of Supervisors
County of Sonoma

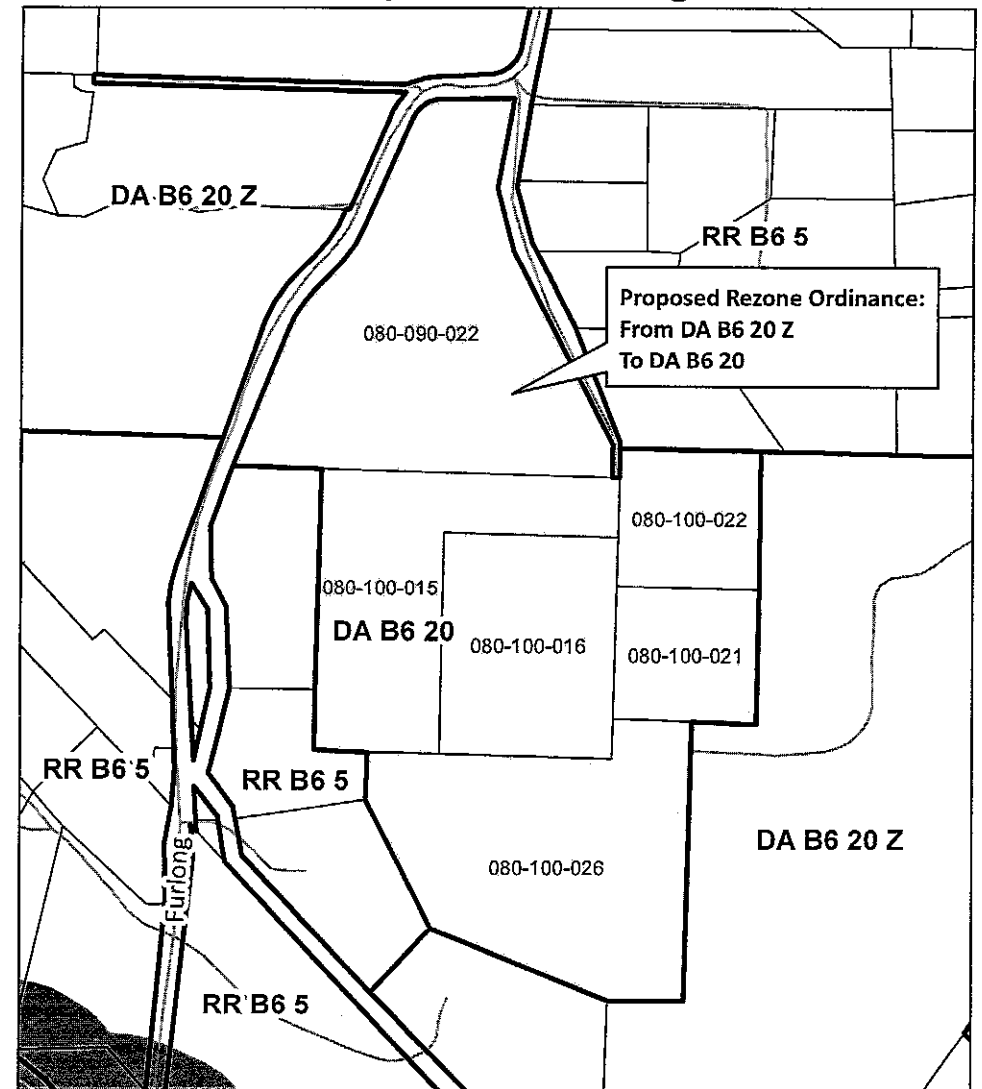
ATTEST:

Sheryl Bratton,
Clerk of the Board of Supervisors




Existing Zoning



Proposed Zoning

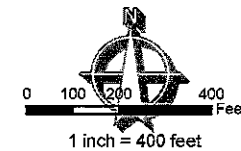


Base Map Data

-  Base zoning by Area
-  Parcel
-  Street

Zoning Combining Districts

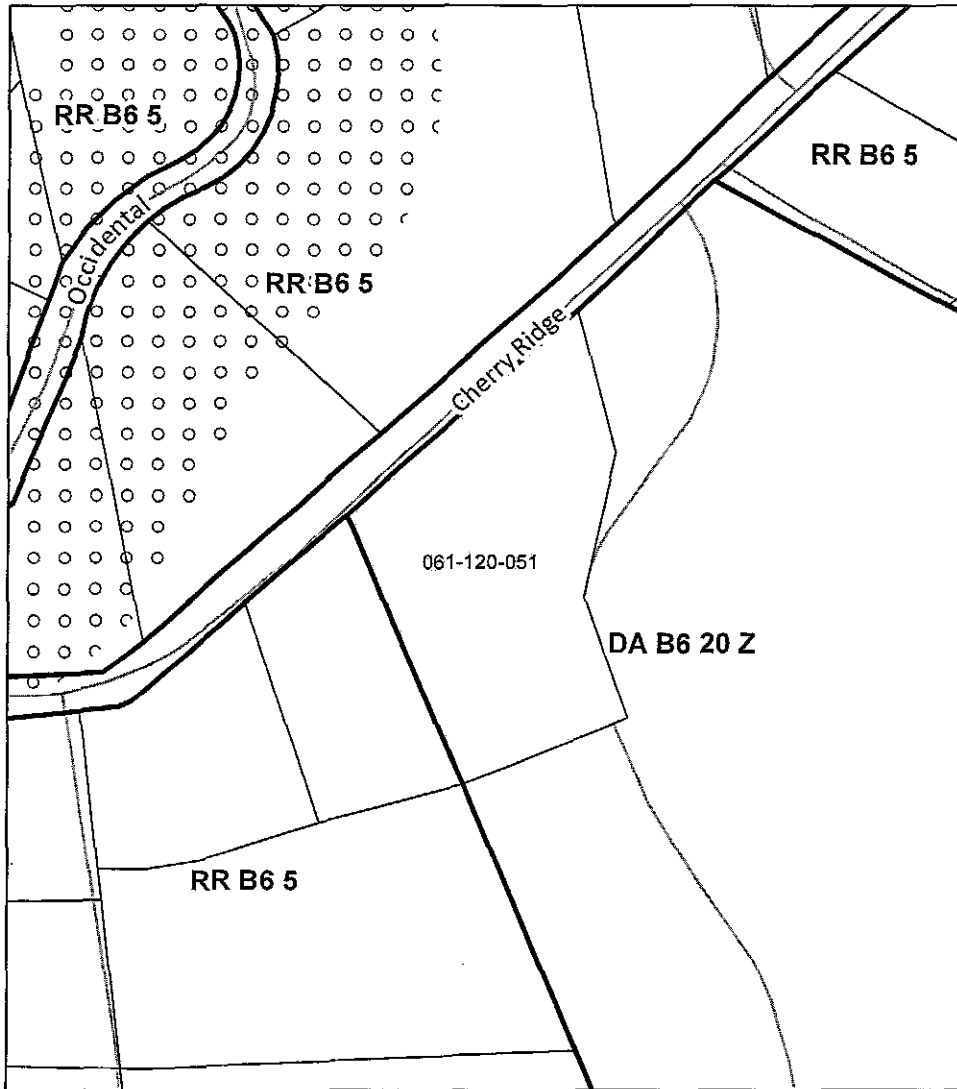
-  RC Riparian Corridor



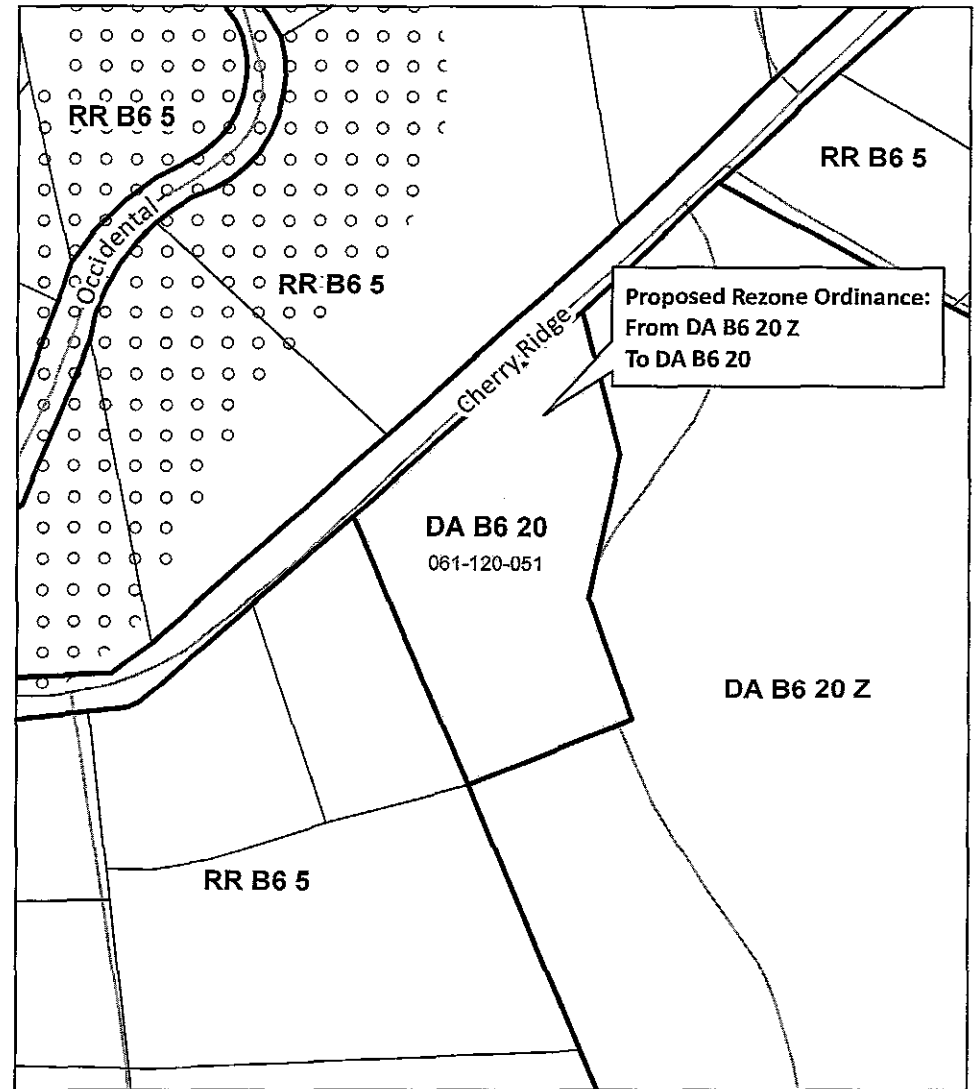
FILE: ZCE15-0021
 APNs: 080-090-022, 080-100-015,
 -016, -021, -022, & -026
 Ordinance No. TBA
 Sectional District Map No. TBA

Permit and Resource Management Department
 Project Review Section
 2550 Ventura Avenue, Santa Rosa, CA 95403
 (707) 565-1965 Fax (707) 565-1103

Existing Zoning



Proposed Zoning

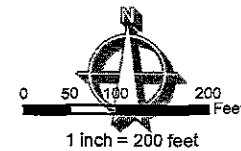


Base Map Data

- Base zoning by Area
- Parcel
- Street

Zoning Combining Districts

- o o c SR Scenic Resource



FILE: ZCE15-0021
APN: 061-120-051
Ordinance No. TBA
Sectional District Map No. TBA

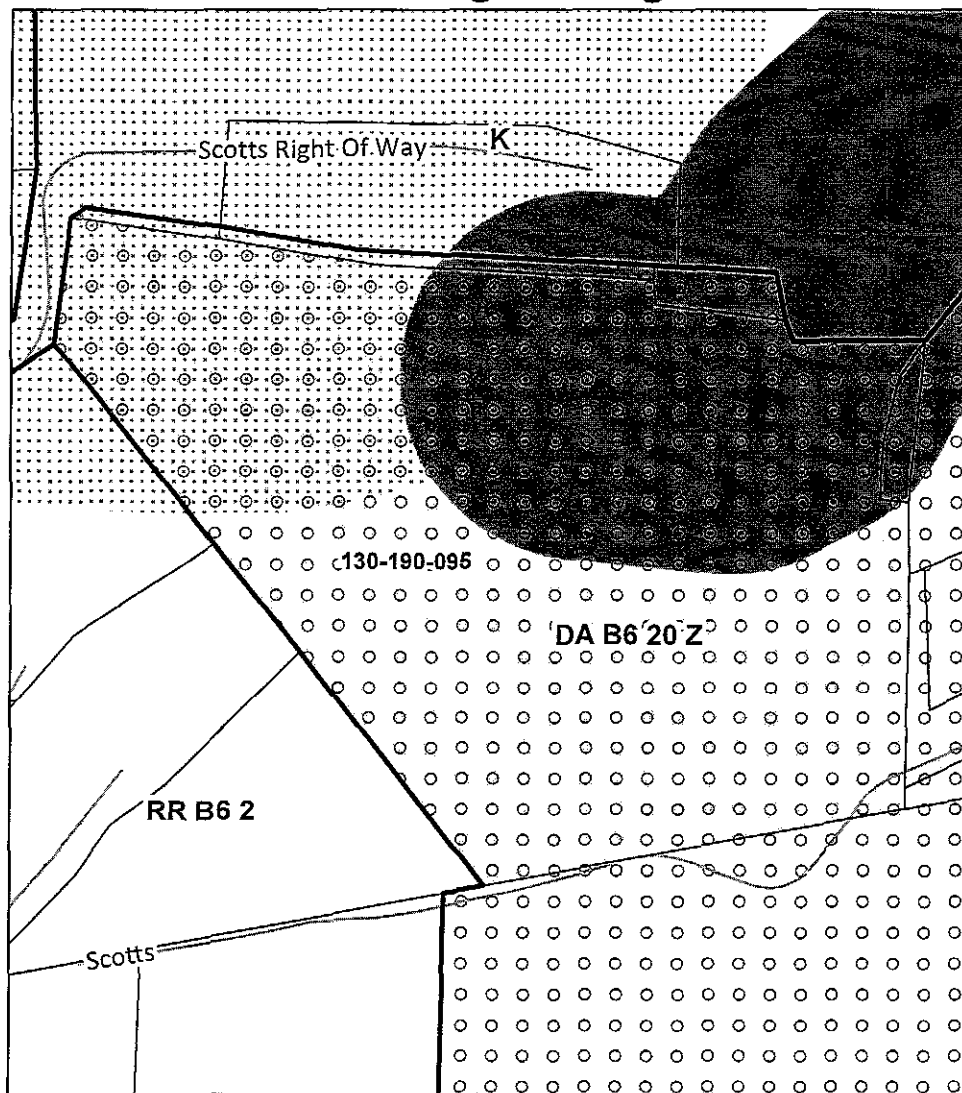
Permit and Resource Management Department
Project Review Section



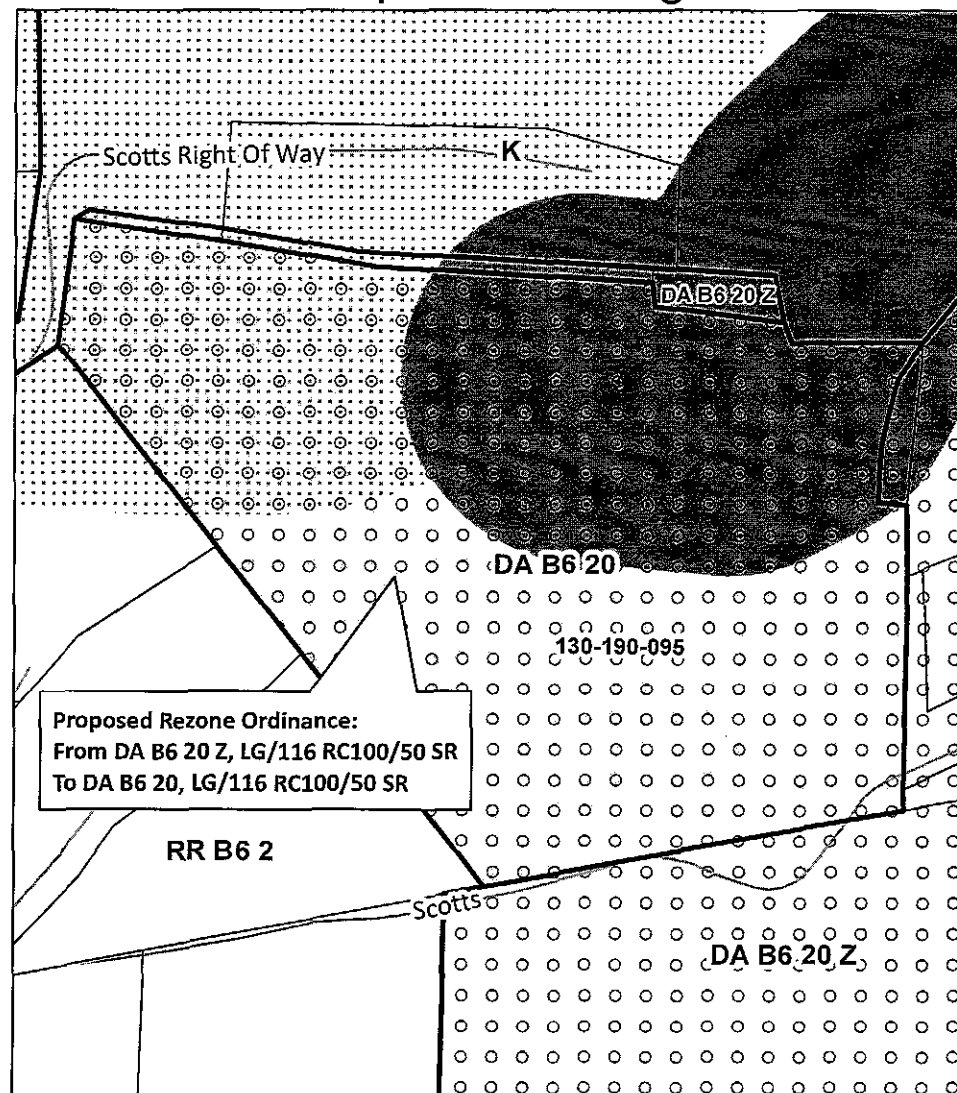
2550 Ventura Avenue, Santa Rosa, CA 95403
(707) 565-1965 Fax (707) 565-1103



Existing Zoning



Proposed Zoning

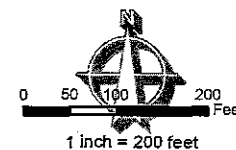


Base Map Data

- Basezoning by Area
- Parcel
- Street

Zoning Combining Districts

- LG Local Guidelines
- RC Riparian Corridor
- SR Scenic Resource



FILE: ZCE15-0021
 APN: 130-190-095
 Ordinance No. TBA
 Sectional District Map No. TBA

Permit and Resource Management Department
 Project Review Section

2550 Ventura Avenue, Santa Rosa, CA 95403
 (707) 565-1965 Fax (707) 565-1103

Resolution Number 17-006

County of Sonoma
Santa Rosa, California

May 4, 2017
ZCE15-0021 Cecily Condon

RESOLUTION OF THE PLANNING COMMISSION, COUNTY OF SONOMA, STATE OF CALIFORNIA, FINDING THE PROJECT EXEMPT FROM CEQA AND RECOMMENDING APPROVAL OF THE ZONE CHANGE TO THE BOARD OF SUPERVISORS AS REQUESTED BY ANTHONY FISHER, FRANK AND CYNTHIA BAILEY, DAN SMITH AND JOAN MARLER SMITH, JAMES AND ANNE DIERKE, DOUGLAS MICHAEL, TOBY AND LUANA COWAN, STEVEN AND KATHLEEN OERTEL, FOR PROPERTIES LOCATED AT 1625, 1627, 1629, 1635, 1607, 1621 Furlong Road, 11035 Cherry Ridge Road and 2625 Scotts Terrace, Sebastopol; APNs 080-100-016, 061-120-051, 080-090-022, 080-100-015, 080-100-021, 080-100-022, 080-100-026, 130-190-095.

WHEREAS, the applicants, Anthony Fisher, Frank and Cynthia Bailey, Dan Smith and Joan Marler Smith, James and Anne Dierke, Douglas Michael, Toby and Luana Cowan, Steven and Kathleen Oertel, filed an application with the Sonoma County Permit and Resource Management Department to rezone 126.19 acres by removing the Z (Second Dwelling Unit Exclusion) combining district, or other appropriate district on 11 parcels located at 1625, 1627, 1629, 1635, 1617, 1607, 1621 Furlong Road, 11031, 11025, 11035 Cherry Ridge Road and 2625 Scotts Terrace, Sebastopol; APNs 080-100-016, 061-120-051, 061-120-056, 061-120-057, 080-090-022, 080-100-015, 080-100-021, 080-100-022, 080-100-026, 080-100-027, 130-190-095; Supervisorial District No. 5; and

WHEREAS, subsequent to the request three parcels 061-120-056, 061-120-057 and 080-100-027 were withdrawn from this application, resulting in a revised project description to rezone 39.41 acres by removing the Z (Second Dwelling Unit Exclusion) combining district, or other appropriate district on 8 parcels located at 1625, 1627, 1629, 1635, 1607, 1621 Furlong Road, 11035 Cherry Ridge Road and 2625 Scotts Terrace, Sebastopol; APNs 080-100-016, 061-120-051, 080-090-022, 080-100-015, 080-100-021, 080-100-022, 080-100-026, 130-190-095; Supervisorial District No. 5; and

WHEREAS, this project has been found to be categorically exempt from CEQA Guidelines; and

WHEREAS, in accordance with the provisions of law, the Planning Commission held a public hearing on May 4, 2017, at which time all interested persons were given an opportunity to be heard; and

WHEREAS, the Planning Commission recommends that the Board of Supervisors find the project exempt from CEQA.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission makes the following findings:

1. General Plan Housing Element Policy HE-3c includes a program to remove the Z (Second Dwelling Unit Exclusion) combining district overlay zone from qualifying parcels when they are less than ten acres in size and may otherwise qualify for an accessory dwelling unit. Parcels 061-120-051, 080-090-022, 080-100-015, 080-100-016, 080-100-021, 080-100-022, 080-100-026 and 130-190-095 are between 1.97 and 9.26 acres in

size and construction of future accessory dwelling units is consistent with Housing Element goals and objectives to increase opportunities for the production of affordable housing such as accessory dwelling units.

2. Removal of the Z (Second Dwelling Unit Exclusion) combining district is consistent with the DA (Diverse Agriculture) 20-acre density land use designation and will not significantly alter any of the potential uses that would be currently allowed on these sites.
3. Parcels 061-120-051, 080-090-022, 080-100-015, 080-100-016, 080-100-021, 080-100-022, 080-100-026, and 130-190-095 are not under a Land Conservation Act Contract and are too small to qualify for a Land Conservation Act Contract in the future.
4. The removal of the Z (Second Dwelling Unit Exclusion) combining district is consistent with the Zoning Code based on the following facts. The particular circumstances in this case are:
 - a. The subject parcels are located in a Class 2 Water Availability Area, meaning that the site is located in a major natural recharge area and there is adequate water supply to serve the existing single-family dwellings and future accessory dwelling units.
 - b. The parcels appear to have adequate soils and room to accommodate the leach field area required for the primary dwellings and accessory dwelling units with required expansion areas.
 - c. The subject parcels are not located in an area with existing traffic hazards. The addition of accessory dwelling units to these sites would not increase the burden on streets, roads or highways in the area as they are all operating acceptably and are not projected to become impacted in the foreseeable future.
 - d. The project site is not located within a designated high fire hazard area. Removal of the Z (Second Dwelling Unit Exclusion) combining district would not decrease public safety.

BE IT FURTHER RESOLVED, that the Planning Commission recommends that the Board of Supervisors approve the requested Zone Change on 8 parcels totaling 39.41 acres located at 1625, 1627, 1629, 1635, 1607, 1621 Furlong Road, 11035 Cherry Ridge Road and 2625 Scotts Terrace, Sebastopol; APNs 080-100-016, 061-120-051, 080-090-022, 080-100-015, 080-100-021, 080-100-022, 080-100-026, 130-190-095;

BE IT FURTHER RESOLVED that the Planning Commission designates the Secretary of the Planning Commission as the custodian of the documents and other material which constitute the record of proceedings upon which the decision herein is based. These documents may be found at the office of the Sonoma County Permit and Resource Management Department, 2550 Ventura Avenue, Santa Rosa, CA 95403.

THE FOREGOING RESOLUTION was introduced by Commissioner Davis, who moved its adoption, seconded by Commissioner Tamura, and adopted on roll call by the following vote:

Commissioner Tamura	Aye
Commissioner Shahhosseini	Aye
Commissioner Mauritsen	Aye
Commissioner Davis	Aye
Commissioner Carr	Aye

Ayes: 5 Noes: 0 Absent: 0 Abstain: 0

WHEREUPON, the Chair declared the above and foregoing Resolution duly adopted; and

SO ORDERED.



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 54

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

To: Board of Supervisors

Board Agenda Date: September 12, 2017

Vote Requirement: Majority

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

Staff Name and Phone Number:

Kimberly Nguyen, (707)565-7385

Supervisory District(s):

Second

Title: Agricultural Preserve expansion and a new Land Conservation Act Contract; Jeffrey Corpuel; AGP16-0014.

Recommended Actions:

Hold a public hearing and adopt a Resolution to expand an existing Agricultural Preserve (2-375) by adding 12.38 acres and approve a new Prime Land Conservation (Williamson) Act Contract and Land Conservation Plan on the same 12.38 acre parcel located at 3085 Bloomfield Road, Sebastopol; APN 025-050-066.

Executive Summary:

Jeffrey Corpuel seeks approval of an expansion of Agricultural Preserve 2-375 and a new Prime Land Conservation Act Contract for land used for vineyards. The subject parcel is 12.38 +/- acres and planted with 7.9 acres of Pinot Noir grapes which will be maintained for inclusion in the Land Conservation Act program. The project site is located south of the intersection of Bloomfield Road and Blucher Valley Road at 3085 Bloomfield Road, Sebastopol. The base zoning is DA (Diverse Agriculture) 20-acre density, with the RC100/50 (Riparian Corridor) SR (Scenic Resource Corridor) combining districts.

Discussion:

Background:

As part of the Board of Supervisors' December 2011 update of the Sonoma County Uniform Rules for Agricultural Preserves and Farmland Security Zones ("Uniform Rules") the Board eliminated the distinction between Prime (Type I) and Non-Prime (Type II) Agricultural Preserves. This allows the County to enter into either a Prime or Non-Prime contract in any established Preserve. The subject land is located adjacent to two established Preserves, and will be added to Preserve Number 2-375.

As part of the update of the Uniform Rules, the County has implemented use of a Land Conservation Plan which is incorporated into a Land Conservation Act Contract. The Land Conservation Plan will show

locations of various agricultural, open space, permitted, and compatible land uses on contracted land. Future changes to the Land Conservation Plan may be approved by the Director of PRMD and recorded on title of the subject parcel.

Enlargement of the Agricultural Preserve:

The 12.38-acre subject parcel is not currently included in either of the existing, adjacent Agricultural Preserves. This area will be added to Agricultural Preserve Number 2-375 to ensure that the boundaries are coterminous with the contracted area. The parcel qualifies for inclusion in an Agricultural Preserve, and thus enlargement of the current agricultural preserve is permitted.

New Land Conservation (Williamson Act) Contract:

To be eligible for a new Prime (Type I) Williamson Act contract, the subject parcel must be at least 10 acres in size, have 50% of the total parcel dedicated to permanent crop uses, and meet the minimum income requirements of the Williamson Act. The subject parcel is 12.38 acres in size, and has 7.9 acres of land planted as vineyards. The vineyard is projected to provide sufficient income to meet the minimum requirements and therefore qualifies for a Land Conservation for prime agricultural land.

Staff Recommendation:

Staff recommends the Board of Supervisors approve the request because all of the state and local requirements for a Prime Land Conservation Act Contract for the 12.38 +/- acres within the expanded Agricultural Preserve have been met.

Prior Board Actions:

None.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Land Conservation Act Contracts support agriculture and agribusiness by assisting in the preservation of agricultural land through the incentive of reduced property taxes in exchange for retaining the land in agricultural production.

Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
<p>Land Conservation Act Contracts result in a reduction in the County's share of property tax revenue for each parcel under a Land Conservation Act Contract. The amount of this reduction for an individual contract depends on parcel-specific variables including the Proposition 13 status of the land and the value of the agricultural crop, and is determined annually by the Assessor's office. The Board has not requested, and staff does not recommend, evaluating property tax revenue implications on a contract-by-contract basis. Instead, the Board has directed that, as a policy matter, approving new contracts is important to the County's agricultural economy and outweighs the cost in reduced property tax revenue.</p>			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			

Attachments:
Draft Board of Supervisors Resolution ATTACHMENT A: Agricultural Preserve Amendment Map
Related Items “On File” with the Clerk of the Board:
Land Conservation Act Contract with attached Exhibit A (legal description) and Exhibit B (Land Conservation Plan with attached Site Plan).



County of Sonoma

State of California

Date: September 12, 2017

Item Number: _____

Resolution Number: _____

AGP16-0014 Kimberly Nguyen



4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Approving The Request By Jeffrey Corpuel To (1) Expand An Existing Agricultural Preserve (2-375) By Adding 12.38+/- Acres And (2) Establish A New Prime Land Conservation Act Contract And Land Conservation Plan On The Same 12.38+/- Acre Parcel Located At 3085 Bloomfield Road, Sebastopol; APN (025-050-066).

Whereas, a request has been made by Jeffrey Corpuel, to authorize the Chair of the Board of Supervisors to approve an expansion of an existing Agricultural Preserve (2-375) by adding 12.38 acres and establish a new Prime Land Conservation Act Contract and Land Conservation Plan on the same 12.38 acre parcel located at 3085 Bloomfield Road, Sebastopol; APN (025-050-066); Supervisorial District No. 2; and

Whereas, on December 20, 2016, the Board of Supervisors adopted the updated *Sonoma County Uniform Rules for Agricultural Preserves and Farmland Security Zones (Uniform Rules)* (Resolution No. 16-0485); and

Whereas, consistent with the Uniform Rules, County Counsel has revised the Land Conservation Act Contract form, which now incorporates a Land Conservation Plan identifying the various uses of the contracted land. Future changes to identified land uses require amendment of the Land Conservation Plan. The Board, pursuant to Resolution No. 16-0485, has authorized the Director of PRMD to approve amendments to executed Land Conservation Plans; and

Whereas, the Board of Supervisors finds that the 12.38 acre parcel, is currently located adjacent to Agricultural Preserve 2-375, and presently meets the requirements for a new Prime (Type I) Land Conservation Act Contract, and

Whereas, consistent with the Uniform Rules, the Board of Supervisors may concurrently consider and approve both the enlargement of Agricultural Preserve 2-375 and the new Land Conservation Contract, and

Whereas, the Board of Supervisors finds that the inclusion of the 12.38 acres, identified as APN 025-050-066, into Agricultural Preserve 2-375 is consistent with the Sonoma

County General Plan and the applicable provisions of state law, and

Whereas, the Board of Supervisors finds that the 12.38 acre parcel will meet the requirements for a new Prime (Type I) Land Conservation Act Contract, upon inclusion of the 12.38 acre parcel into the Agricultural Preserve 2-375.

Now, Therefore, Be It Resolved that the Board of Supervisors makes the following specific findings concerning the requirements for enlargement of Agricultural Preserve 2-375:

1. Pursuant to Government Code Section 51231 and under the County's Uniform Rules (Uniform Rule 3.5.A.) the Board of Supervisors may modify an existing Agriculture Preserve by a Resolution after a public hearing. Pursuant to Government Code Section 51237, the Resolution and enlarged Agricultural Preserve Map depicting the 12.38 acres added to the preserve area will be recorded.
2. Pursuant to Government Code Section 51234, enlargement of an Agricultural Preserve must be consistent with the General Plan. Also, the use of any land within an agricultural preserve must be restricted by zoning that is compatible with the agricultural or open space uses of the land within the preserve subject to Land Conservation contracts. Enlarging the existing Agricultural Preserve 2-375 is consistent with the General Plan because the land is devoted to agricultural use, is contiguous to an existing Agricultural Preserve, is designated Resources and Rural Development under the General Plan and the zoning is DA (Diverse Agriculture) which restricts land to agricultural uses or compatible uses. With over 50% of the 12.38 acres used for vineyards and orchards, the parcel is deemed devoted to agriculture. The enlargement of the existing Agricultural Preserve Area does not result in any loss of land under the Land Conservation Act program since 12.38 acres is being added.
3. Generally an Agricultural Preserve must contain at least 100 contiguous acres of land unless the Board of Supervisors finds that a smaller preserve is necessary due to the unique characteristics of the agricultural enterprises in the area and that such preserve is consistent with the General Plan and Zoning Code (Rule 3.3 A of the Uniform Rules for Agricultural Preserves). Agricultural Preserve 2-375 is one of the original Agricultural Preserves and has been added to many times over the years making it far larger than 100 acres. This request adds 12.38 acres to Agricultural Preserve 2-375.
4. The enlargement of Agricultural Preserve 2-375 can be considered concurrently with the application for a new contract and approved by one action.
5. Pursuant to Section 15317 of the CEQA Guidelines, the project is Categorically Exempt from CEQA.

Be It Further Resolved that the Board of Supervisors makes the following specific

findings concerning the requirements for a new Prime (Type I) Land Conservation Act Contract ("Contract"):

- a) Land is within an Agricultural Preserve: The parcel is currently located adjacent to Agricultural Preserve 2-375. This parcel will be added to the Agricultural Preserve to ensure that the boundaries are coterminous with the contract. The Board of Supervisors may approve an application for the establishment or alteration of an agricultural preserve concurrently with its approval of an application for a contract or contracts within the preserve.
- b) Agricultural Use of the Land: In Sonoma County this means that at least 50% of the land is used for agriculture purposes. The 12.38 acre parcel is planted in 7.8 acres of vineyards, which exceeds the 50% requirement to be deemed devoted to agricultural use.
- c) Single Legal Parcel Requirement: The land proposed for the contract is comprised of a single legal parcel made up of Sonoma County Assessor's Parcel Number 025-050-066.
- d) Minimum Parcel Size: The land must be at least 10 acres in size for a Prime Land Conservation Act contract. The 12.38 acre parcel exceeds the 10-acre minimum parcel size for a new Prime Land Conservation Act Contract.
- e) Minimum Income Requirement: For vineyard and orchard land, the minimum income requirement is \$1,000.00 per acre gross annual income. The vineyard operation is expected to generate an income ranging from \$2,400 to \$11,300 per acre gross annual income between the years of 2018 and 2021. Even though the 7.8 acres of vineyards are not producing commercial income yet, the parcel still exceeds the minimum annual income requirements.
- f) Non-Agricultural Compatible Uses: Non-accessory agricultural uses and structures of the land are considered compatible uses in the Uniform Rules. Such uses are listed as "compatible uses" in Uniform Rule 8.3. Compatible uses must be limited to 5 acres or 15% of the total acreage, whichever is less. The vineyard is the only use on the site, with a primary dwelling unit to be constructed in 2017. The residential use will not interfere with or reduce the agricultural uses, and will not exceed 15% of the total acreage.
- g) Prime Agricultural Land and Open Space Land: Prime Agricultural Land is defined as land planted with fruit- or nut-bearing trees, vines, bushes, or crops which have a nonbearing period of less than five years and meet the minimum income requirements. Prime land also means land that qualifies for rating as class I or class II in the National Resource Conservation Service land use capability classifications, or land that qualifies for rating 80 through 100 in the Storie Index Rating. The parcel contains 7.8 acres of

vineyards and meets the income generation requirements for Prime contracts; therefore, meets the definition of Prime Agricultural land.

Be It Further Resolved that the Board of Supervisors finds the requested action categorically exempt from the California Environmental Quality Act pursuant to Section 15317, of the State CEQA Guidelines, which provides that executing a new Land Conservation Act Contract is exempt from the California Environmental Quality Act.

Be It Further Resolved that the Board of Supervisors hereby grants the request by Steven Stegman, a single man, by approving a the expansion of Preserve 2-375 and the new Prime Land Conservation Act Contract and attached Land Conservation Plan, to restrict the 12.38 +/- acre parcel located at 3085 Bloomfield Road, Sebastopol; APN 025-050-066.

Be It Further Resolved that the Clerk of the Board of Supervisors is hereby instructed to record within 20 days and no later than June 27, 2017 (1) this Resolution and (2) the associated Land Conservation Act Contract and attached Land Conservation Plan with the Office of the Sonoma County Recorder.

Be It Further Resolved that the Board of Supervisors designates the Clerk of the Board as the custodian of the documents and other material which constitute the record of proceedings upon which the decision herein is based. These documents may be found at the office of the Clerk of the Board, 575 Administration Drive, Room 100-A, Santa Rosa, California 95403.

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

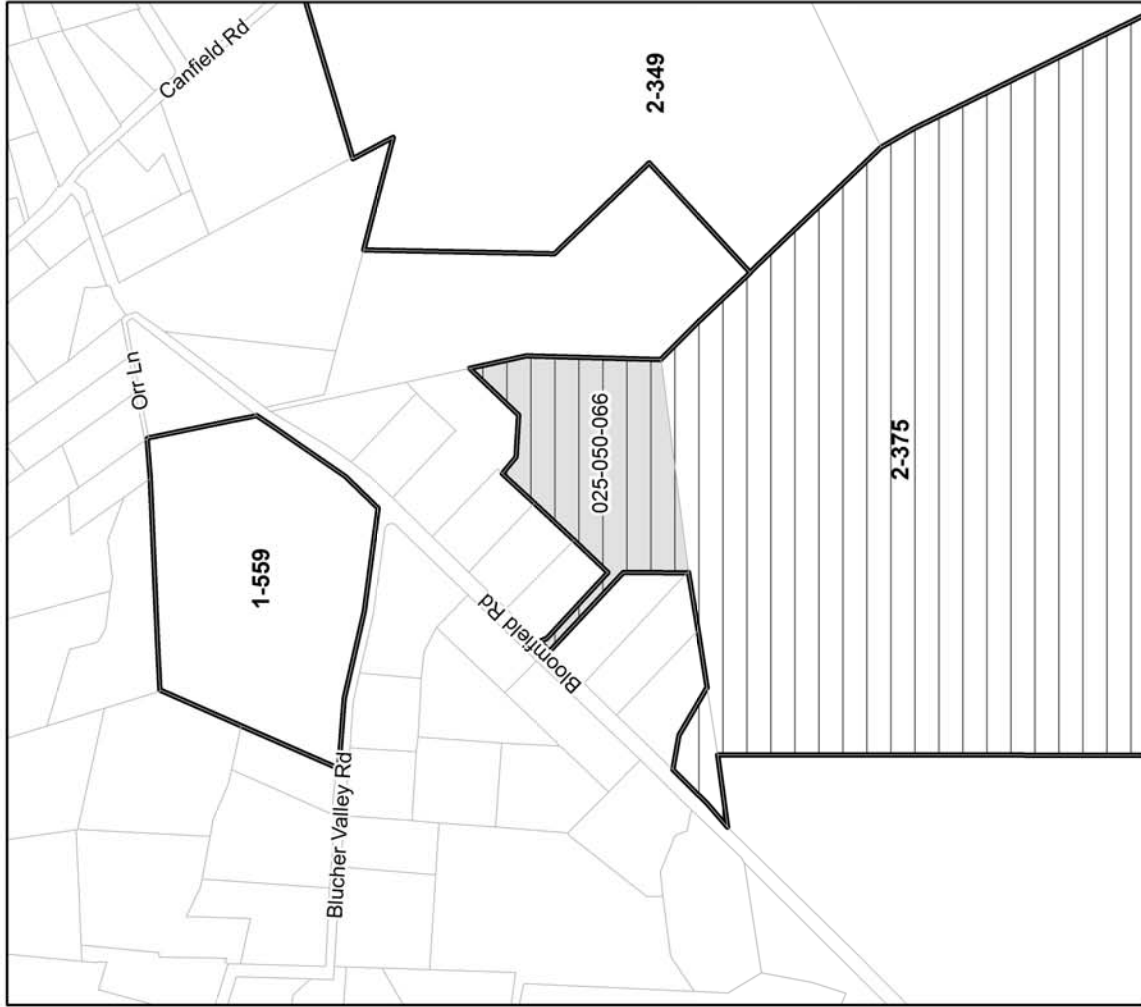
Absent:

Abstain:

So Ordered.

Existing Agricultural Preserve Area

Proposed Agricultural Preserve Area



Assessor's parcel data are current as of September 14, 2016. For more current parcel data consult the County of Sonoma Assessor's Office.

No part of this map may be copied, reproduced, or transmitted in any form or by any means without written permission from the Permit and Resource Management Department (PRMD), County of Sonoma, California.

Map Scale and Reproduction methods limit precision in physical features displayed. This map is for illustrative purpose only, and is not suitable for parcel-specific decision making. The parcels contained here-in are not intended to represent surveyed data.

Site-specific studies are required to draw parcel-specific conclusions.

Ag Preserve Amendment Data

- ☒ Subject Area and/or Parcel
- ☒ Existing Agricultural Preserve Boundary
- ☒ Proposed Agricultural Preserve Boundary [Expand 2-375]

Base Data

- ☒ Parcels

File: AGP16-0014
APN: 025-050-066
Resolution No.: TBD
Adopted Date: TBD

Agricultural Preserve Expansion

County of Sonoma

Permit and Resource Management Department

2550 Ventura Avenue, Santa Rosa, California 95403





County of Sonoma
Permit & Resource Management Department

Sonoma County Project Review and Advisory Committee

ACTIONS

Sonoma County Permit and Resource Management Department
2550 Ventura Avenue, Santa Rosa, CA 95403
(707) 565-1900 FAX (707) 565-1103

August 17, 2017

COMMITTEE MEMBERS

Blake Hillegas, Planning - Secretary
Laurel Putnam, Department of Transportation and Public Works
Leonard Gabrielson, Surveyor - Chair
Becky Ver Meer, Health Specialist/ABSENT
Shelley Janek, Agricultural Commissioner's Office
Yoash Tilles, Grading and Storm Water
Keith Hanna, Sanitation - Vice Chair/ABSENT

REGULAR CALENDAR

Item No: 1
Time: 9:05 a.m.
File No.: PLP16-0058
Staff: Melinda Grosch
Applicant: MidPen Housing
Owner: Sonoma County Community Development Commission / Leland Gee Trust ET AL
Con't from: N/A
Env. Doc: Categorical Exemption
Proposal: The proposed project includes a 6-lot Subdivision, Design Review, Use Permit, and Density Bonus for a mixed-use planned development. The project includes 75 Type A affordable units, 100 market-rate units, with approximately 1,500 square feet of commercial space on the ground floor, a 12,700 square foot Mercado, 25,600 square feet of civic space, and an approximately one-acre public plaza, for two parcels of 0.6 acre and 6.81 acres.
Location: 655 and 833 Sebastopol Road, Santa Rosa
APN: 125-101-031 and 125-111-037
District: 5

Sonoma County Project Review and Advisory Committee Actions
August 17, 2017

Zoning: Zoning on parcel 125-111-037 is: PC (Planned Community) and combining zones for LG/SRV (Sebastopol Road Urban Vision Plan) and VOH (Valley Oak Habitat).
Zoning on parcel 125-101-031 is: R3 B6 13 DU (High Density Residential District) and combining zones for LG/SRV (Sebastopol Road Urban Vision Plan) and VOH (Valley Oak Habitat).

Action: Blake Hillegas moved to continue this item to date uncertain. Seconded by Laurel Putnam and passed on a 5-0-2 vote.

Appeal Deadline: N/A

Vote:

Laurel Putnam:	Aye
Leonard Gabrielson:	Aye
Becky Ver Meer:	Absent
Yoash Tilles:	Aye
Shelley Janek:	Aye
Blake Hillegas:	Aye
Keith Hanna:	Absent

Ayes: 5
Noes: 0
Absent: 2
Abstain: 0

Item No: 2
Time: 9:05 a.m.
File No.: CMO17-0003
Staff: Kimberly Nguyen
Applicant: Ryan Lewitter
Owner: Marc Lewitter
Con't from: August 3, 2017
Env. Doc: Categorical Exemption
Proposal: Request for a Certificate of Modification to alter parcel access by abandoning existing roadway easements and providing a new roadway and public utility easement to Lot 3. This modification fulfills a condition of previously-approved Lot Line Adjustment LLA14-0027.
Location: 551 Eucalyptus Avenue, Petaluma
APNs: 021-081-041, -042, and -043
District: 2
Zoning: AR (Agriculture and Residential) with a density of 3 acres per dwelling unit.

Action: Laurel Putnam moved to continue this item to date uncertain. Seconded by Yoash Tilles and passed on a 5-0-2 vote.

Appeal Deadline: N/A

Sonoma County Project Review and Advisory Committee Actions
August 17, 2017

Vote:

Laurel Putnam:	Aye
Leonard Gabrielson:	Aye
Becky Ver Meer:	Absent
Yoash Tilles:	Aye
Shelley Janek:	Aye
Blake Hillegas:	Aye
Keith Hanna:	Absent

Ayes: 5
Noes: 0
Absent: 2
Abstain: 0

Sonoma County Certificate of Compliance
REVIEW



SONOMA COUNTY PERMIT AND RESOURCE MANAGEMENT DEPARTMENT

2550 Ventura Avenue, Santa Rosa, CA 95403
(707) 565-1900 FAX (707) 565-1103

**FOR REVIEW BY THE BOARD OF SUPERVISORS
MEETING OF SEPTEMBER 12, 2017**

Item #1 File: PLP 17-0032

Applicant: Kason Grady

Owner: Kason Grady

Staff: Gary O'Connor

Location: NW of Hacienda (Forestville)

Sup. Dist.: 5

APN: Parcel 1: 081-010-002 Parcel 2: 081-032-002

Zoning: RRD B6 1.5 RC50/50

Requested: 2 (two)

Size: (Record areas – actual areas will vary slightly when surveyed)

Parcel 1: 3.70 ac.

Parcel 2: .44 ac.

Improvements: Parcel 1: None
Parcel 2: None

Services: None

Approved: 2 (two)

Criteria: These parcels are considered legally separate as they were created by conveyance (grant deed or Government Patent) in which fewer than five parcels were created prior to March 1, 1967.

Parcel 1: Created by: Book 329 of Official Records, Page 473, recorded 3/16/1933

Parcel 1: Created by: Book 329 of Official Records, Page 476, recorded 3/16/1933

Appeal Deadline: September 15, 2017



County of Sonoma
Permit & Resource Management Department

Sonoma County Project Review and Advisory Committee
ACTIONS

Sonoma County Permit and Resource Management Department
2550 Ventura Avenue, Santa Rosa, CA 95403
(707) 565-1900 FAX (707) 565-1103

Date: September 7, 2017

COMMITTEE MEMBERS

Keith Hanna, Sanitation - Vice Chair
Blake Hillegas, Planning - Secretary
Shelley Janek, Agricultural Commissioner's Office
Laurel Putnam, Department of Transportation and Public Works
Yoash Tilles, Grading and Storm Water
Becky Ver Meer, Health Specialist
Leonard Gabrielson, Surveyor - Chair

ADA Accessibility: The County of Sonoma does not discriminate on the basis of disability and no person shall, by reason of a disability, be denied the benefits of its services, programs, or activities. This hearing is located in an accessible facility. If you wish to request a copy of the Agenda in an alternative format, or if you would like to attend this meeting and will require special assistance in order to participate, please contact Julia Smith at (707) 565-1935 or at Julia.Smith@sonoma-county.org at least 72 hours in advance of the meeting to make arrangements.

Materials related to an item on this Agenda submitted to the Project Review and Advisory Committee after distribution of the Agenda packet is available for public inspection at 2550 Ventura Avenue, Santa Rosa, CA 95403. Office hours are 8:00 AM to 4:00 PM on Monday and Tuesday, 10:30 AM to 4:00 PM on Wednesday, and 8:00 AM to 4:00 PM on Thursday and Friday.

If you wish to speak on an item under discussion by the Project Review and Advisory Committee which appears on this Agenda, you may do so upon receiving recognition from the Chair. Please step up to the rostrum located in the center of the room. State your name and address for the record before making your presentation. All hearings are recorded. Time limitations on public testimony may be imposed at the discretion of the Project Review and Advisory Committee.

Please be courteous and turn off cell phones and pagers while the meeting is in session.

REGULAR CALENDAR

Item No: 1
Time: 9:05 a.m.
File No.: MJS17-0001
Staff: Derik Michaelson
Applicant: Cort Munselle
Owner: Dan Hughes
Con't from: N/A
Env. Doc: Negative Declaration
Proposal: Request for a Major Subdivision of a 1.56 acre parcel into six separate lots which range in size between 0.25 (10,000 square feet) acres and 0.34 (15,400 square feet) acres, within an urbanized service area.
Location: 21403 Geyserville Avenue, Geyserville
APN: 140-150-008
District: Fourth
Zoning: Low Density Residential (R1) with an allowable density of 4.8 dwelling units per acre.

Action: Laurel Putnam moved to recommend this subdivision with the findings and modified conditions to the Planning Commission. Seconded by Yoash Tilles and passed with a 7-0-0 vote.

Appeal Deadline: 10 calendar days

Vote:

Keith Hanna:	Aye
Blake Hillegas:	Aye
Shelley Janek:	Aye
Laurel Putnam:	Aye
Yoash Tilles:	Aye
Becky Ver Meer:	Aye
Leonard Gabrielson:	Aye

Ayes: 7
Noes: 0
Absent: 0
Abstain: 0