

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

TUESDAY

MAY 23, 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 or the public request specific items be discussed and/or removed from the Consent Calendar.

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

COUNTY ADMINISTRATOR'S OFFICE/COUNTY COUNSEL

AND

SONOMA COUNTY WATER AGENCY

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

1. Graton Rancheria Hotel Expansion Project Comment Letter:
 - A) Authorize the Chair to sign and submit comments to the Federated Indians of Graton Rancheria (Tribe) on their draft Tribal Environmental Impact Report (TEIR) for the proposed Graton Rancheria Hotel Expansion Project by May 25, 2017.
 - B) Authorize staff to incorporate direction from the Board and to submit the comments to the Tribe by May 25, 2017.

AUDITOR-CONTROLLER-TREASURER-TAX COLLECTOR

2. Deferred Compensation Plan Roth Rollover Amendment:

Adopt a Resolution approving and adopting the In-Plan Roth Rollover Amendment to the Deferred Compensation 457(b) Plan and authorize the Auditor-Controller-Treasurer-Tax Collector to execute and deliver the Amendment to Nationwide Retirement Solutions to provide additional retirement savings options to employees and retirees.

BOARD OF SUPERVISORS

3. Accept Resolutions from School Districts Requesting to Change Governing Board Election Dates from Odd to Even Numbered Years:

Adopt a resolution approving requests from Point Arena School Districts, Shoreline Unified School District and the Marin County Board of Education to change governing board elections from odd- to even-numbered years with the first election occurring at the November 6, 2018, statewide general election.
4. Accept Resolutions from Special Districts Requesting to Change Governing Board Election Dates from Odd to Even Numbered Years:

Adopt a Resolution approving requests from North Sonoma Coast Fire Protection District to change governing board elections from odd- to even-numbered years with the first election occurring at the November 6, 2018, statewide general election.

5. Disbursement of FY 16/17 Third District Advertising Funds:
Approve Advertising Program grant awards and authorize the County Administrator to execute contracts with the following non-profit entities for advertising and promotions activities for FY 16/17: Pacific Coast Air Museum for Honor Our Veterans of WWII & Korea Event, \$1,000; Sonoma County Conservation Action for the Annual Grassroots Gala, \$750; and West End Farmers Market on behalf of the Railroad Square Music Festival, \$750. (Third District)

COMMUNITY DEVELOPMENT COMMISSION

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

AND
GENERAL SERVICES

6. Ground Lease to Provide Sonoma County Pilot Project to Use Non-Traditional Structures to Safely Shelter Homeless in support of the Board's Housing for All Strategic Priority:
- A) Authorize the General Services Director to execute a Ground Lease at 665 Russell Avenue, Santa Rosa, for the above-described purposes for a term of three years.
 - B) Find that the County does not need the subject property for County purposes during the term of the lease.
 - C) Find that the property will be used to meet the social needs of the population by providing housing for people who would otherwise be homeless, pursuant to Government Code section 26227.

GENERAL SERVICES

7. Approval of Easements for Sonoma County Water Agency to install and maintain cathodic protection station on county property at Petaluma Veterans Building:
In support of the Sonoma County Water Agency project to upgrade pipelines to ensure Sonoma and Marin communities uninterrupted access to safe, clean drinking water, the Director of General Services requests Board authority to execute a temporary construction easement to allow the Sonoma County Water Agency access to County property at the Petaluma Veterans Building to install pipeline corrosion equipment on the property and to execute a permanent easement to facilitate maintenance of the equipment. (Second District)

HEALTH SERVICES

8. Medi-Cal Managed Care Rate Range Intergovernmental Transfer:
Authorize the Director of Health Services to execute agreements necessary to complete an Intergovernmental Transfer and place funds in the Sustainability Reserve to fund one-time costs consistent with Partnership HealthPlan of California's identified priorities such as those associated with moving Behavioral Health programs from their current location at the Chanate complex to the new Behavioral Health campus at the Lakes. Specifically authorizing the Director to:
- A) Execute an Intergovernmental Transfer Agreement with the California Department of Health Care Services to transfer \$9,449,586 (\$4,476,179 for Rate Year 15-16 and \$4,973,407 for Rate Year 16-17) from the Sonoma County Department of Health Services to the California Department of Health Care Services to support enhanced health services with term of July 1, 2015 through June 30, 2019.
 - B) Execute an Intergovernmental Transfer Assessment Fee Agreement with the California Department of Health Care Services to transfer \$1,889,917 (\$895,236 for Rate Year 15-16 and \$994,681 for Rate Year 16-17) from the Sonoma County Department of Health Services to the California Department of Health Care Services to support enhanced health services.

- C) Execute the Seventh Amendment to the Partnership HealthPlan of California Health Plan Provider Agreement to provide Intergovernmental Transfer payments of approximately \$19,490,637 (\$9,177,554 for Rate Year 15-16 and \$10,313,083 for Rate Year 16-17) to the Sonoma County Department of Health Services to maintain and enhance health services with a term of July 1, 2015 through September 30, 2019.
- D) Execute a Memorandum of Understanding with Partnership HealthPlan of California, in conformance with the Intergovernmental Transfer Agreement executed with the California Department of Health Care Services in the amount of approximately \$8,151,134 (\$3,806,140 for Rate Year 15-16 and \$4,344,994 for Rate Year 16-17), subject to County Counsel review, that sets forth use of Intergovernmental Transfer revenue by the Department of Health Services as part of the Partnership HealthPlan of California system of care.

PERMIT AND RESOURCES MANAGEMENT

- 9. An Ordinance No. 3836R Permit and Permit Extensions to Sonoma County Regional Parks; ROI17-0004:
Adopt a resolution issuing a roiling permit (Ordinance No. 3836R) and necessary permit extensions to Sonoma County Regional Parks for annual beach grooming and installation and removal of a summer flashboard dam at Healdsburg Veterans Memorial Beach. (Fourth District) (4/5 vote required)

TRANSPORTATION AND PUBLIC WORKS

- 10. 2017 Certified Mileage of County Maintained Roads:
Resolution petitioning the California Department of Transportation in connection with the provisions of section 2121 of the Streets and Highways Code that the certified mileage of maintained roads in the County of Sonoma be in accordance with Exhibit "A," showing a total of 1,378.82 miles of maintained roads. Approval of this certification will support appropriate future allocations of the Highway Users Tax Fund to the County.
- 11. Provision of Countywide Paratransit Services in Accordance with the Americans with Disabilities Act and Demonstrated Demand for Services to eligible clients who are unable to use public fixed-route transit - Amendment No. 1 to FY 16/17 Agreement and new FY 17/18 Agreement:
 - A) Authorize the Chair to execute Amendment No. 1 for the Agreement with the Volunteer Center of Sonoma County for expanded Americans with Disabilities Act Paratransit services for fiscal year 2016/17, increasing the contract amount by \$46,759 for a new not to exceed total of \$1,963,874 with no change to term ending June 30, 2017.
 - B) Adopt a Resolution authorizing budgetary adjustments to the FY 2016-17 Final Budget for the Transportation and Public Works Department totaling \$46,759 to provide Transportation Development Act funds for services associated with Amendment No. 1.
 - C) Approve and authorize Chair to execute an Agreement with Sonoma County Volunteer Center for Countywide Americans with Disabilities Act Paratransit Services for the period of July 1, 2017 through June 30, 2018, in an amount not to exceed \$2,207,262.

APPOINTMENTS/ REAPPOINTMENTS

12. Upstream Investments Portfolio Review Committee Appointments:
- A) Approve the re-appointment of current Upstream Investments Portfolio Review Committee members Katie Greaves, Carlos Ayala and B.J. Bischoff for an additional two-year term beginning on May 23, 2017, and ending on May 23, 2019.
 - B) Approve the appointment of new Upstream Investments Portfolio Review Committee members Renée Alger, Liz Parra, PhyuSin Myint, Eleanor Grogan, Serene Lienau and Joy Thomas to serve an initial two-year term beginning on May 23, 2017, and ending on May 23, 2019. (Human Services)

PRESENTATIONS/GOLD RESOLUTIONS

PRESENTATIONS AT THE BOARD MEETING

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

13. Adopt a Gold Resolution recognizing the week of May 22-26, 2017 as National Public Works Week. (Transportation & Public Works)
14. Approve a gold resolution supporting the Community Resilience Challenge and declaring May 2017 as Community Resilience Challenge Month. (Second District)

PRESENTATION ON A DIFFERENT DATE

15. Adopt a Gold Resolution declaring the week of May 21 to May 27, 2017 as Emergency Medical Services Week in Sonoma County. (Health Services)
16. Approve resolution honoring veterans of the armed services and recognizing and honoring May 29, 2017 as “Memorial Day” in Sonoma County (Human Services)

III. REGULAR CALENDAR

SHERIFF’S OFFICE

17. **9:00 A.M.** - Agreement for Inmate Behavioral Healthcare Services:
Authorize the Chair to sign the Agreement for Inmate Behavioral Healthcare Services with California Forensic Medical Group, Inc., for the period of May 1, 2017, through June 30, 2022, for a first year contract amount of \$4,618,939, which will benefit the community by providing essential behavioral healthcare services to incarcerated adults.

COUNTY ADMINISTRATOR’S OFFICE/COUNTY COUNSEL

18. Sonoma County Immigration Initiative Update:
Accept a report on impacts of recent federal immigration policy changes on County Departments and clients and County initiatives to address those impacts and meet the legal service needs of undocumented residents including creating greater security through commitment to “Sonoma County Secure Families Project.”

**COUNTY ADMINISTRATOR'S OFFICE/AUDITOR-CONTROLLER-
TREASURER-TAX COLLECTOR/PERMIT AND RESOURCE
MANAGEMENT DEPARTMENT/DEPARTMENT OF AGRICULTURE
WEIGHTS AND MEASURES**

19. Cannabis Business Tax Policies and Land Use Penalty Relief:
- A) Adopt a Resolution establishing the Code Enforcement Temporary Penalty Relief Program to incentivize compliance and guide implementation of the Transition Period established in the Cannabis Land Use Ordinance; and
 - B) Receive a report on Cannabis Business Tax policy options and provide direction to staff on taxation points, initial rates, and various tax implementation policies.

TRANSPORTATION AND PUBLIC WORKS

20. Establishment of Quiet Zones at Railroad Crossings in Sonoma County:
- A) Authorize the Director of Transportation and Public Works to execute a cooperative agreement with the City of Cotati and the City of Rohnert Park regarding a combined application submission for the establishment of joint quiet zones at Railroad Crossings within Sonoma County relating to the rail operations of Sonoma Marin Area Rail Transit.
 - B) Authorize the Director of Transportation and Public Works to submit a Letter of Establishment to the Federal Railroad Authority after obtaining concurrence from the Cities of Rohnert Park and Cotati and the installation of the required supplemental safety measures.
 - C) Adopt a Resolution authorizing budgetary adjustments to the Fiscal Year 2016-17 Final Budget for the Transportation and Public Works Road Division budget for installation of supplemental safety measures at County railroad crossings and off-railroad crossing traffic access improvements to be funded with \$800,000 in unused General Fund contingencies re-budgeted for this use. (Second, Fourth and Fifth Districts)

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

IV. CLOSED SESSION CALENDAR

22. Public Employee Performance Evaluation – Director of Independent Office of Law Enforcement Review and Outreach. (Government Code Section 54957(b)(1)).
23. The Board of Supervisors will consider the following in the closed session: Conference with Real Property Negotiator - Government Code Section 54956.8. Proposed lease at 3631 N. Laughlin Road, Santa Rosa, CA. For County: Jon Stout, Airport Manager. For Lessee: C.J. Stevens, President, Pacific Coast Air Museum. Under Negotiation: Terms and conditions of the proposed lease.
24. The Board of Supervisors will consider the following in the closed session: Conference with Real Property Negotiator - Govt. Code §54956.8. Lease Transfer: 2347 Becker Blvd., Santa Rosa, CA; APN 059-260 -010. For County: Jon Stout, Airport Manager. For Lessee: Joshua Hochberg, Transferee, Sonoma Jet Center. Under Negotiation: Terms and conditions of the lease transfer agreement.

25. The Board of Supervisors will consider the following in the closed session: Conference with Real Property Negotiator - Govt. Code §54956.8. Lease of space at 5816 Windsor Road, Windsor, CA. For County: Jon Stout, Airport Manager. For Lessee: Robert Nicolas, PropJet Aviation. Under Negotiation: Terms and conditions of lease.
26. The Board of Supervisors will consider the following in the closed session: Conference with Real Property Negotiator - Govt. Code §54956.8. Lease of space at Charles M. Schulz- Sonoma County Airport Terminal, 2200 Airport Blvd, Santa Rosa, CA; APN 059-260-010. For County: Jon Stout, Airport Manager. For Lessee: Larry Chestler, Executive Vice President of Sun Country Airlines. Under Negotiation: Terms and conditions of the proposed lease.
27. The Board of Supervisors will consider the following in the closed session: Conference with Real Property Negotiator - Govt. Code §54956.8. Lease of space at Charles M. Schulz- Sonoma County Airport Terminal, 2200 Airport Blvd, Santa Rosa, CA; APN 059-260-010. For County: Jon Stout, Airport Manager. For Lessee: Greg Kozak, United Airlines. Under Negotiation: Terms and conditions of the proposed lease.
28. The Board of Supervisors will consider the following in the closed session: Conference with Real Property Negotiator - Govt. Code §54956.8. Lease at 3742 Becker Blvd., Santa Rosa, CA. For County: Jon Stout, Airport Manager. For Lessee: Gregg Rorabaugh, Santa Rosa Jet Center, LLC. Under Negotiation: Terms and conditions of the lease update.
29. The Board of Supervisors will consider the following in the closed session: Conference with Real Property Negotiator - Govt. Code §54956.8. Lease of space at 7400 Flightline Drive, Santa Rosa, CA; APN 059-260-010. For County: Jon Stout, Airport Manager. For Lessee: Steve Penning, Vine Jet, LLC. Under Negotiation: Terms and conditions of the sublease.
30. The Board of Supervisors will consider the following in the closed session: Conference with Real Property Negotiator - Govt. Code §54956.8. Property: 3725 Laughlin Road, Windsor, CA; APN 059-200-002. For County: Jon Stout, Airport Manager. For Seller: Gary and Deborah Mumm, Trustees of the Gary D. Mumm and Deborah B. Mumm Revocable Trust. Under Negotiation: Terms and conditions of the proposed acquisition.
31. The Board of Supervisors will consider the following in closed session: Conference with Real Property Negotiator Govt. Code §54956.8. Property: (1) 2590 Mark West Springs Road (APN 028-060-058) (Wendle); (2) 3000 Porter Creek Road, Santa Rosa (APN 079-090-012) (Cresta III); (3)2584 Mark West Springs Road, Santa Rosa (APNs 028-060-066, 028-060-064, and 028-060-067) (McCullough II). Negotiators: For District: William J. Keene, General Manager. For Regional Parks: Caryl Hart, Director. For Landowner: Wayne & Maureen Wendle, William J. Cresta, Mark Cresta, Dan Cresta, John & Martha McCullough. Under Negotiation: Terms and Conditions of Purchase and Transfer to Regional Parks.
32. The Board of Directors of the Sonoma County Agricultural Preservation and Open Space District will consider the following in closed session: Conference with Real Property Negotiator Govt. Code §54956.8. Property: (1) 2590 Mark West Springs Road (APN 028-060-058) (Wendle); (2) 3000 Porter Creek Road, Santa Rosa (APN 079-090-012) (Cresta III); (3)2584 Mark West Springs Road, Santa Rosa (APNs 028-060-066, 028-060-064, and 028-060-067) (McCullough II). Negotiators: For District: William J. Keene, General Manager. For Regional Parks: Caryl Hart, Director. For Landowner: Wayne & Maureen Wendle, William J. Cresta, Mark Cresta, Dan Cresta, John & Martha McCullough. Under Negotiation: Terms and Conditions of Purchase and Transfer to Regional Parks.

33. The Board of Supervisors will consider the following in closed session: Conference with Real Property Negotiator. Property: 117 acres located on or around 3313, 3322, 3323, 3325, 3333, and 3410 Chanate Road, and Belvedere Way, Santa Rosa, CA., APN No's: 180-090-001; 180-090-002; 173-130-038 (Belvedere Way); 180-090-003; 180-090-004; 180-090-005; 180-090-006; 180-100-001; 180-100-029; 180-090-016; 180-090-009; 180-090-010; 180-090-008; 180-090-007; 180-820-010 and 180-820-009. Negotiators: For County: Caroline Judy, General Services Director. For District: Bill Keene, Agricultural Preservation and Open Space District General Manager. For the Potential Purchaser: William P. Gallaher, Managing Member, Chanate Community Development Partners LLC. Under Negotiation: Terms and conditions of the potential sale or lease of the Property. (Government Code Section 54956.8.)
34. The Board of Directors of the Sonoma County Agricultural Preservation and Open Space District will consider the following in closed session: Conference with Real Property Negotiator. Property: 117 acres located on or around 3313, 3322, 3323, 3325, 3333, and 3410 Chanate Road, and Belvedere Way, Santa Rosa, CA., APN No's: 180-090-001; 180-090-002; 173-130-038 (Belvedere Way); 180-090-003; 180-090-004; 180-090-005; 180-090-006; 180-100-001; 180-100-029; 180-090-016; 180-090-009; 180-090-010; 180-090-008; 180-090-007; 180-820-010 and 180-820-009. Negotiators: For District: Bill Keene, Agricultural Preservation and Open Space District General Manager. For County: Caroline Judy, General Services Director. For the Potential Purchaser: William P. Gallaher, Managing Member, Chanate Community Development Partners LLC. Under Negotiation: Terms and conditions of the potential sale or lease of the Property. (Government Code Section 54956.8.)

V. REGULAR AFTERNOON CALENDAR

35. **RECONVENE FROM CLOSED SESSION**
36. **REPORT ON CLOSED SESSION**
37. **REPORT ON SPECIAL CLOSED SESSION HELD ON MONDAY, MAY 22, 2017**

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

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

HUMAN RESOURCES

38. Recognition of the 2016-2017 Junior Commission on Human Rights:
Recognize seventeen high school students for their participation on the Junior Commission on Human Rights for the 2016-2017 term.
39. **2:20 P.M.** - Personal Services Agreement – Director of Regional Parks:
Authorize the Chair to execute the Personal Services Agreement with Bert Whitaker as the Director of Regional Parks, placing him at the “A” step of the position’s salary range including eligibility for other County benefits in accordance with Salary Resolution 95-0926 as amended, with the agreement term of May 26, 2017 through May 26, 2020.

PERMIT AND RESOURCE MANAGEMENT

40. General Plan Annual Progress Report:
Receive the information and accept the 2016 General Plan Annual Progress Report. (“Annual Report”) (Informational Only)

COMMUNITY DEVELOPMENT COMMISSION

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

AND

BOARD OF SUPERVISORS

41. County Fund for Housing Policy Update:
A) Approve the amended policy governing use of the County Fund for Housing; and
B) Delegate authority for the administration of the County Fund for Housing to the Executive Director of the Community Development Commission, consistent with sound public financing principles.
42. **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.)
43. 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>)

44. **ADJOURNMENT**

NOTE: The next Regular Board Meeting will be held on June 6, 2017 at 8:30 a.m.

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

June 12th through June 23rd – Budget Hearings



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, Water Agency Board of Directors

Board Agenda Date: May 23, 2017

Vote Requirement: Majority

Department or Agency Name(s): County Administrator's Office, County Counsel's Office, Sonoma County Water Agency

Staff Name and Phone Number:

Rebecca Wachsberg 565-3782
Sita Kuteira 565-3771
Jeff Brax 565-2421

Supervisorial District(s):

Second

Title: Graton Rancheria Hotel Expansion Project Comment Letter

Recommended Actions:

1. Authorize the Chair to sign and submit comments to the Federated Indians of Graton Rancheria (Tribe) on their draft Tribal Environmental Impact Report (TEIR) for the proposed Graton Rancheria Hotel Expansion Project by May 25, 2017.
2. Authorize staff to incorporate direction from the Board and to submit the comments to the Tribe by May 25, 2017.

Executive Summary:

The Federated Indians of Graton Rancheria (Tribe) has solicited comments on their draft Tribal Environmental Impact Report (TEIR) for the proposed expansion of their hotel at the Graton Rancheria Resort and Casino (Resort). The Tribe completed Phase I of the Resort and Casino in 2013, which included the casino and entertainment space, as well as a parking structure. Phase II of the project, completed in November of 2016, included a 200-room hotel, convention center, pool, and spa. The Phase III expansion that is the subject of the current TEIR would include the development of an additional 200 hotel rooms, new meetings rooms, and the expansion of the banquet area. The proposed comment letter from the County states the County's desire for continued groundwater monitoring, provision of additional affordable housing, reduction of greenhouse gas emissions with a solar energy system, increased landscaping and screening of the Resort, and minimizing impacts of construction traffic.

Discussion:

Background

The Federated Indians of Graton Rancheria (Tribe) is a federally recognized tribe with 254 acres land held in trust by the federal government located in the unincorporated County west of Rohnert Park. The

Tribe currently operates the Graton Resort and Casino and is seeking to expand the hotel. Since development on trust land is not subject to local land use regulations or taxation, over the past decade, the County of Sonoma has engaged with the Tribe to address the offsite impacts of development on the Reservation and to ensure the costs required to mitigate those impacts are not borne by the community.

The development of the Graton Resort & Casino has occurred in phases. Phase I included the construction of a 317,750 sq. ft. casino and entertainment space, with approximately 100,000 sq. ft. dedicated to gaming, including up to 3,000 slot machines. The entertainment space includes numerous restaurants and bars, a nightclub, lounge, and banquet facilities. This phase also included a multi-level parking structure and surface parking for some 5,000 spaces. Phase I was completed and opened to the public in November 2013. Phase II development includes a 200-room hotel, convention center, pool, and spa, which opened in November 2016.

The Tribe now proposes to expand the Graton Resort and Casino. The proposed project would include the development of an additional 200 hotel rooms, new meeting rooms, and the expansion of the banquet area, mezzanine transfer space, back of house space, and circulation space.

Environmental Review

The Tribe has released a Draft Tribal Environmental Impact Report (TEIR) for public comment, available online at www.gratonteir.com. As required by the Tribal-State Compact between the Tribe and State of California (Compact), the TEIR looks at off-reservation impacts related to aesthetics, air quality, biological resources, geology and soils, greenhouse gases, hazardous and hazardous materials, water resources, land use, noise, population and housing, public services, transportation and traffic, and utilities and service systems. The Tribe proposes in the TEIR to take certain measures to reduce impacts to air quality, biological resources such as the California Tiger Salamander and bird populations, and reduce energy and water use. The Tribe also proposes to continue to implement part of the groundwater monitoring program at least two years after the opening of the expansion.

The County cannot dictate mitigation measures or changes to the project, however, the County seeks to comment on the TEIR in order to encourage and negotiate changes to the project or development practices. In doing so, in addition to review of the TEIR by the relevant County departments and agencies, the County sought input from the public to ensure the comment letter addresses community impacts and concerns. Following this initial opportunity to provide feedback, the County and residents will again have an opportunity to comment on the Final TEIR. As required by the Compact, the Tribe and the County will engage in negotiations and enter into an enforceable written agreement to mitigate any significant environmental impacts prior to commencement of the project.

Intergovernmental Mitigation Agreement (Agreement)

When land is taken into trust, that area is essentially annexed by the federal government and local governments lose all land use and taxing authority. To address this, the County has worked with tribes to negotiate intergovernmental agreements that ensure mitigation of off-reservation impacts caused by the land being taken into trust and subsequently developed. These agreements have been critical to fostering positive intergovernmental relationships. In 2004, the County and the Tribe signed an initial agreement to establish a framework for negotiations. In October 2012, the County and the Tribe built on

that framework and entered into the Intergovernmental Mitigation Agreement (Agreement) to address onsite and offsite impacts.

The Agreement included environmental protection and mitigation related to groundwater monitoring, traffic, aesthetics, biological resources (minimizing erosion, runoff, and vegetation removal), and open space and agricultural lands protection. The draft comment letter recognizes that the Tribe has already agreed to some mitigations, and suggests further mitigation related to the new development and ongoing impacts of the Resort.

Comments on Environmental Review

The deadline to submit comments on the draft TEIR is March 25, 2017. The Agreement addresses a number of areas of concern typically raised by the County related to new development. Additionally, the County is requesting that the Tribe consider additional mitigations related to the following:

- Aesthetics: Increase landscaping throughout the Resort and particularly screening on the west side of the structures to decrease the visual impacts of the Resort.
- Greenhouse Gas Emissions: Incorporate additional mitigation measures to offset electrical usage and reduce GHGs.
- Water Resources:
 - Continue the 12 far-field well monitoring program and the voluntary monitoring and compensation program for neighboring well-owners.
 - Establish a plan and take steps to implement a reclaimed water alternative to reduce dependence on groundwater.
- Housing: Provide additional affordable housing units to offset impacts on housing availability related to increased employment opportunities.
- Traffic: Implement measures to mitigate the impacts of construction traffic and support pavement preservation to mitigate impacts to surrounding rural roads.

Next Steps

Following the close of the comment period for the draft TEIR, the Tribe will prepare a final TEIR with revisions to the draft, comments received on the draft, and responses to those comments that shall include good faith, reasoned analyses to significant environmental points raised in the consultation process. No later than issuance of the final TEIR, the Tribe shall offer to commence negotiations with the County, and the Tribe and County will negotiate toward an intergovernmental mitigation agreement.

Prior Board Actions:

10/23/12 – Approved the Comprehensive Intergovernmental Agreement with the Federated Indians of Graton Rancheria.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Working with the Tribe to mitigate environmental impacts of development on trust lands supports the Economic and Environmental Stewardship goal.

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:			
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 A: Draft Comment Letter Attachment B: Site and Design Images			
Related Items "On File" with the Clerk of the Board:			

**County of Sonoma and Sonoma County Water Agency
Comments on the Graton Rancheria Hotel Expansion Project
Draft Tribal Environmental Impact Report**

This document provides comments on the Draft Tribal Environmental Impact Report (TEIR) for the Graton Rancheria Hotel Expansion Project. The lead agency is the Federated Indians of Graton Rancheria (Tribe) and the report was prepared by Analytical Environmental Services. Notice of Completion of the Draft TEIR was received on March 3, 2017. The County of Sonoma and Sonoma County Water Agency (County) sincerely appreciate that the Tribe extended the deadline for comments to May 25, 2017.

The Tribe constructed and opened the existing Graton Resort and Casino (Resort) in 2013. Following this, the Tribe constructed and opened in 2016 a 200-room hotel, convention center, pool, and spa. The County provided extensive comments on the environmental review conducted for the Resort and hotel. Some of the County's concerns were addressed by altering the proposed project or with various mitigation measures, however, other concerns remain. Per the TEIR, the Tribe now proposes to expand the Resort with the development of an additional 200 hotel rooms, new meeting rooms, and the expansion of the banquet area, mezzanine transfer space, back of house space, and circulation space (Proposed Project).

Based on the County's review of the Draft TEIR and impacts of the existing Resort, the primary areas of concern and key recommendations are described below. In some cases, more information is needed for the potential impacts of the Proposed Project to be adequately evaluated.

Aesthetics – Section 3.2

1) Design Elements: Mitigation measure 3.2-1 states that design elements shall include landscape amenities to complement buildings and parking areas, including setbacks and plantings of trees and shrubs, to remain consistent with the landscape of existing facilities. The County recommends that this mitigation measure focus on increasing the landscaping throughout the Resort and planting large-scale trees to screen the west side of the Resort. The project presents another opportunity to implement the Intergovernmental Mitigation Agreement between the Tribe and County, which requires large-scale evergreen trees to break up the scale of the parking garage and mass walls, “[s]ignificant landscaping” along the back side of the structure, and surface parking trees at a ratio of approximately 1 tree per 12 parking spaces.

Greenhouse Gas Emissions – Section 3.6

2) GHG Emissions: The TEIR recognizes that “The Proposed Project could generate GHG emissions, either directly or indirectly, that may have a significant impact on the off-Reservation environment.” The TEIR discloses that the Proposed Project will emit 800.79 metric tons (MT) of CO₂e during construction and 3,252 MT of CO₂e per year of operation. To mitigate this impact, Mitigation Measure 3.6-1 identifies “Optional” best management practices

including installation of Energy Star rated appliances and low-flow water fixtures. Additional justification is necessary to show how the water and energy efficiency measures will offset nearly all CO₂ emissions. Additionally, the Tribe should consider the mitigation measures identified in the Record of Decision and Intergovernmental Mitigation Agreement, including installation of photovoltaic cell arrays or similar systems on the roofs of on-site structures and the funding of local programs to reduce emissions of GHGs and other air pollutants.

The Climate Action Plan referenced in Section 3.6.1 of the draft TEIR was adopted by the Regional Climate Protection Authority (RCPA), and it is being implemented by some jurisdictions despite the litigation. The RCPA and Climate Action Plan have identified extensive, locally-appropriate measures to reduce GHG emissions. For further information, the TEIR preparers should contact the RCPA rather than the County.

Water Resources – Section 3.8

3) Local Hydrology – Groundwater: In the first paragraph on page 3.8-7, please site or include additional information to support the findings regarding groundwater elevation changes and fluctuations that are discussed.

4) Water Supply Facilities – Water Demand: The last paragraph on page 3.8-9 states that the estimated groundwater pumping within the Santa Rosa Plain Sub-basin for the 5-year period ending in 2010 (23 million gpd). Please provide additional information and the source of that data.

5) Groundwater Supply and Monitoring (pg. 3.8-12): The Record of Decision and Intergovernmental Agreement proscribe two different well-monitoring programs. The first requires monitoring of 12 far-field wells that are 1 to 2 miles from the property for both groundwater quantity and quality (Exhibit B, Section 2(A)). The second is a residential well monitoring and compensation program (Exhibit B, Section 2(B-E)). This voluntary program provides resources and technical assistance to property owners within a 2-mile radius to self-monitor their groundwater wells. A compensation program was then set up to compensate property owners for impacts to their groundwater supply. The TEIR states that “the monitoring program has not identified any significant water drawdown impacts to off-Reservation wells.” However, it is unclear whether this refers to the required 12 wells or the voluntary well monitoring program. Further, even if there have not been impacts reported, the increase in groundwater usage from the Proposed Project may cause significant impacts to local wells.

The Tribe proposes to “continue to implement the ongoing groundwater monitoring program for at least two years after the opening of the Proposed Project.” It is not clear whether the mitigation measure extends to both monitoring programs. The County urges a continuance for at least 5 more years of groundwater monitoring of groundwater levels and water quality for both the 12 wells and the larger number of wells in the voluntary monitoring program conducted by Sonoma Regional Conservation District. Additionally, monitoring alone is not a mitigation measure, and the TEIR should include a plan for reducing groundwater use should

monitoring document undesirable results from pumping, including continuation of the compensation program to mitigate impacts to neighboring wells in the voluntary monitoring program.

6) Reclaimed Water Alternative (pg. 3.8-13): The TEIR, under the discussion of the impacts and mitigation measures, states that the Resort has the option of implementing a reclaimed water alternative, either by purchasing reclaimed water or on-site reclaimed water production. While the report briefly explains the options, the Tribe should evaluate the feasibility of these options and take steps to implement a reclaimed water alternative to reduce dependence on groundwater. The County recommends providing 130,000 gallons per day of reclaimed water for the Resort from either an on-site treatment plant or connection to the Laguna Wastewater Treatment Plant as outlined in 3.8-4.

Appendix I

7) Groundwater Levels and Flow (5.2.7): Please include additional groundwater-level data to support the findings contained in this section of the report. Hydrographs showing the groundwater elevations over time in the monitoring wells would be a helpful means to display the data.

8) Groundwater Balance (5.2.10): The statement on page 13 that the Santa Rosa Plain Watershed “is in a state of overdraft during the past several decades and in more recent years” appears to be based on the simulated reduction of groundwater in storage. This does not in itself represent a condition of “overdraft.” DWR defines overdraft as *“the condition of a groundwater basin or subbasin in which the amount of water withdrawn by pumping exceeds the amount of water that recharges the basin over a period of years, during which the water supply conditions approximate average conditions.”* Information presented in Table 2 on page 13 of Appendix I indicates that total recharge (extra-channel recharge and stream channel recharge) substantially exceeds the estimated pumping. DWR has not identified the Santa Rosa Plain as being in a state of overdraft. A more appropriate evaluation of groundwater availability would incorporate the “undesirable results” defined in the Sustainable Groundwater Management Act.

9) Groundwater Balance (5.2.10) & Summary of Major Evaluation Findings (8.5): Under the discussion on pages 13 and 29, the statement that “the Santa Rosa Plain Sub-Basin appears to have no additional sustainable groundwater yield available” is not supported by an appropriate evaluation of sustainable yield and should be removed. Sustainable yield is defined in SGMA as *“The maximum quantity of water, calculated over a base period representative of long-term conditions in the basin and including any temporary surplus, that can be withdrawn annually from a groundwater supply without causing an undesirable result.”* Sustainable yield of the Santa Rosa Plain Subbasin will be determined during preparation of the future Groundwater Sustainability Plan following the definition and criteria defined in SGMA.

Population and Housing – Section 3.11

10) The discussion in the TEIR of current housing environment states that in 2016 the average vacancy rate throughout Sonoma County jurisdictions was 7.7%. Notably, however, this does not take into account seasonal, recreational, or occasional use residences. When those are factored in, the vacancy rate in the County is about 1%. The low vacancy rate drives up costs and makes it extremely difficult for residents to find housing, particularly affordable housing. The TEIR states that the Proposed Project would employ 1,000 people during construction on a temporary basis, and 150 people on an ongoing basis for operations. While some of these employees may reside locally, the TEIR inaccurately concludes that housing is available if relocation must occur. The County recommends that the Resort provide additional affordable units to mitigate the impact of the Proposed Project on housing availability.

Public Services – Section 3.12

11) Police Services/Protection: Sections 3.12.2 and 3.12.3 describing the Environmental Setting and Impact Analysis of police service and protection should be clearer in describing the role of the Sonoma County Sheriff's Office. It should be clear that the Sheriff's Office provides services on-Reservation, and an analysis of off-Reservation impacts within the unincorporated area, and not just within the City limits, is warranted. Additionally, it should be included that the Tribe continue to coordinate with law enforcement agencies, particularly the Sheriff's Office as it provides services on-Reservation, to mitigate potential impacts to patrons and the neighboring community.

Transportation and Traffic – Section 3.13

12) The TEIR fails to analyze the impacts of traffic during construction. The report states that construction vehicles will enter the Reservation via a construction access road from Rohnert Park Expressway, however, this access road and related intersection is not studied. During previous construction, this access road was used and caused impacts on the residents of the Rancho Verde Mobile Home Park located on Rohnert Park Expressway. The County recommends that the TEIR identify measures to mitigate potential adverse impacts, to be implemented as part of the County encroachment permit and traffic plan that will be required to access Rohnert Park Expressway. Additionally, some rural road conditions in the surrounding unincorporated County is poor, despite ongoing investments by the County. The County recommends adoption of a roadway deterioration mitigation program, similar to that required by the Record of Decision, for construction impacts from the project.

No Action Alternative — Section 3.15

13) The draft TEIR states that positive cumulative impacts of the Proposed Project include the generation of additional patronage in the Sonoma County and Rohnert Park areas, thus providing an economic benefit both on- and off-Reservation. However, the project would have an adverse substitution impact by taking guests who would otherwise stay in other County

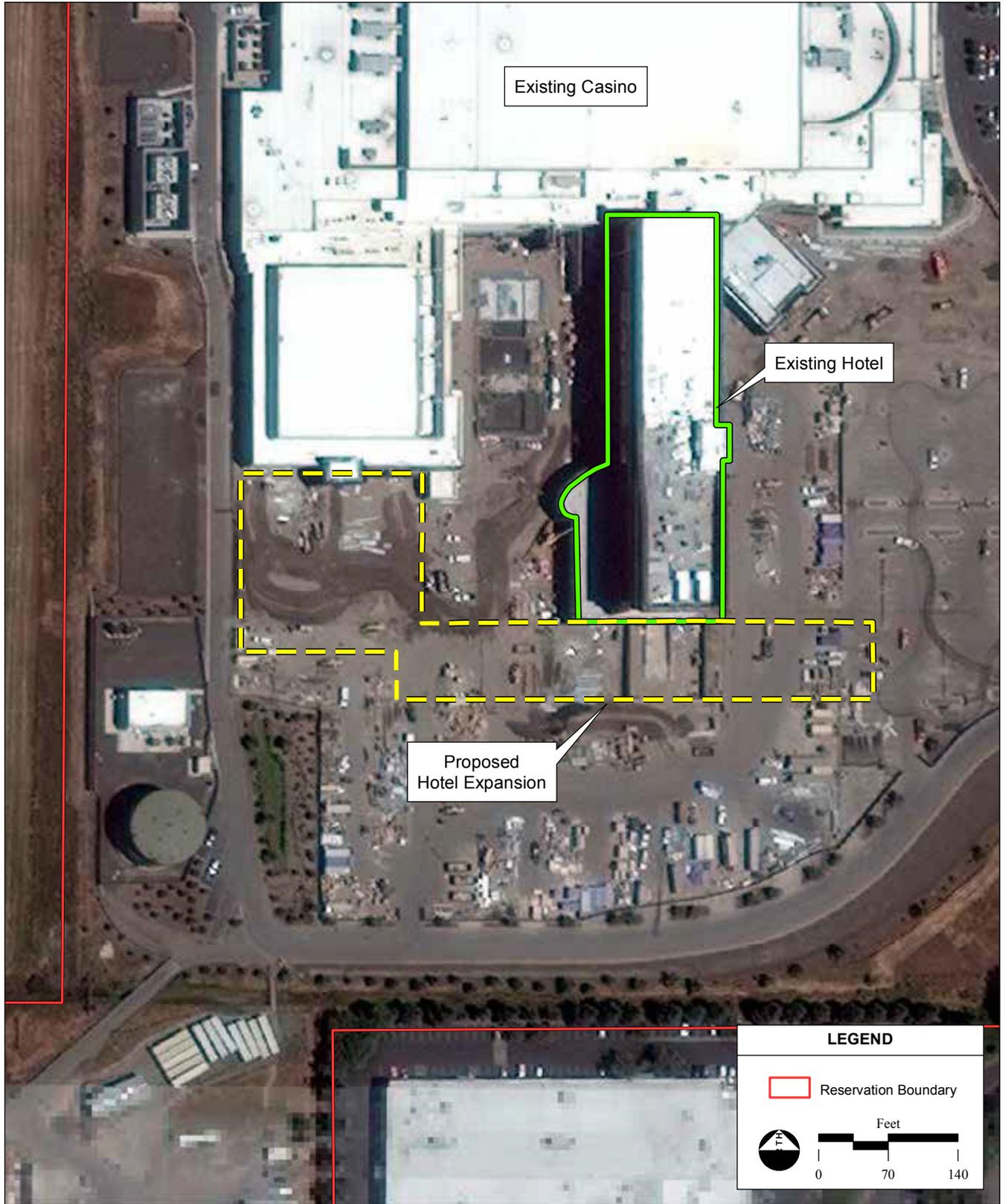
lodging facilities, all of which pay transit occupancy tax (TOT). The TEIR should note that the Intergovernmental Mitigation Agreement requires a payment in lieu of TOT, and provides that “[i]f the number of hotel rooms is increased, the in-lieu payment per annum shall increase in an amount proportional to the increased number of rooms.”



SOURCE: DigitalGlobe aerial photograph, 7/8/2016; AES, 11/9/2016

Graton Rancheria Hotel Expansion TEIR / 203523 ■

Figure 1-2
Project Site - Aerial Site Map



SOURCE: DigitalGlobe aerial photograph, 7/8/2016; AES, 10/20/2016

Graton Hotel Expansion NOP / 203523 ■

Figure 2
Proposed Project Site Plan



Depicted is the view of the completed Proposed Project, facing the existing Resort from the east-bridged entry point, located near Business Park Drive. The height and location of the proposed hotel towers in relationship to the existing hotel tower, located closer to the casino portion of the Resort, are shown.



Depicted is the view of the completed Proposed Project from the eastern Resort entrance from the parking lot, looking southwest. The entirety of the existing hotel tower and the proposed easternmost tower are shown. The height and design of the proposed hotel tower matches that of the existing hotel tower.



Depicted is the view of the completed Proposed Project from the entrance driveway from Wilfred Avenue, looking in the direction of the existing Resort. The proposed hotel towers will connect to the existing hotel tower from the east. The proposed hotel towers will be of the same design and height as the existing hotel tower.



Depicted is the view of the completed Proposed Project from the existing outdoor pool area. The westernmost proposed hotel tower and the newly expanded banquet area are shown to the right of the pools. Upon completion of the Proposed Project, the pool area will be fully enclosed by the existing hotel tower to the east, the proposed hotel towers to the south, and the expanded banquet area to the east.



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors
The Board Of Directors Of The Sonoma County Water Agency,
The Board Of Directors Of The Community Development Commission,
The Board Of Directors Of The Sonoma County Agricultural Preservation And Open Space

Board Agenda Date: May 23, 2017

Vote Requirement: Majority

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

Staff Name and Phone Number:

Paul Cocking 565-2858
Cathy Patton 565-2073

Supervisorial District(s):

Title: Deferred Compensation Plan Roth Rollover Amendment

Recommended Actions:

Adopt a Resolution approving and adopting the In-Plan Roth Rollover Amendment to the Deferred Compensation 457(b) Plan and authorize the Auditor-Controller-Treasurer-Tax Collector to execute and deliver the Amendment to Nationwide Retirement Solutions to provide additional retirement savings options to employees and retirees.

Executive Summary:

This is an amendment to the county's 457(b) Deferred Compensation Plan allowing participants to transfer plan funds into an after-tax Roth option.

Discussion:

Our current 457(b) Deferred Compensation Plan (Plan), as currently structured, allows participants to contribute pre-tax money, which reduces current taxes. Contributions and earnings grow tax-deferred, and withdrawals are then taxed at ordinary income tax rates. A Roth 457 (Roth) is a tax advantaged option to save money for retirement. The Roth option's principal difference is rather than granting a tax reduction for money placed into the retirement plan, the money withdrawn during retirement is not taxed.

With the addition of an in-plan Roth rollover, participants will be able to elect to direct some of their contributions to an after-tax Roth option. The Roth option allows participants to pay no taxes on qualifying distributions when the money is withdrawn. For some participants this could prove to be a better option. An additional benefit is many participants are more familiar with Roth savings options and this might help boost participation in the Plan, which provides an opportunity to save funds for retirement and helps attract and retain qualified employees. These types of benefits options are common among public and private sector employers.

In the event the Board chooses not to adopt this resolution, the Plan will remain unchanged and no participant benefits will change.

Prior Board Actions:

- 04-11-17 – Approved 401(a) Volume Submitter Plan
- 12-13-16 – Approved New Contract with Nationwide
- 02-21-12 – Plan Document Amendment
- 12-24-10 – Nationwide Contract Amendment
- 05-22-07 – Nationwide Contract Extension
- 05-28-02 – Deferred Compensation Plan Modification (Resolution #02-0568)

Strategic Plan Alignment Goal 3: Invest in the Future

Providing a comprehensive deferred compensation plan will help employees save additional funds, allowing them to feel more secure in retirement.

Fiscal Summary

	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Expenditures			
Budgeted Expenses			
Additional Appropriation Requested		0	0
Total Expenditures		0	0
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources		0	0

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)
		0	0
Narrative Explanation of Staffing Impacts (If Required):			
None			
Attachments:			
Concurrent Resolution of the Board of Supervisors, The Board Of Directors Of The Sonoma County Water Agency, The Board Of Directors Of The Community Development Commission, and The Board Of Directors Of The Sonoma County Agricultural Preservation And Open Space District			
Related Items “On File” with the Clerk of the Board:			
In-Plan Roth Rollover Amendment			



County of Sonoma
State of California

Date: May 23, 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, The Board Of Directors Of The Community Development Commission, And The Board Of Directors Of The Sonoma County Agricultural Preservation And Open Space District, Amending The County Of Sonoma 457 Deferred Compensation Plan

Whereas, the County of Sonoma, State of California, and each of the above name entities, maintains the County of Sonoma 457(b) Deferred Compensation Plan; and

Whereas, the Small Business Jobs Act of 2010 (SBJA) permits participants with amounts that are otherwise distributable to transfer part or all of a non-Roth account to a Roth account; and

Whereas, the American Taxpayer Relief Act of 2012 (ATRA) expanded permission to participants with amounts that are otherwise non-distributable to transfer part or all of a non-Roth account to a Roth account; and

Whereas, Nationwide Retirement Solutions (“NRS”), as the County’s plan administrative services provider, has amended the plan document to include an in-plan Roth Rollover option; and

Now, Therefore, Be It Resolved that the In-Plan Roth Rollover Amendment, in the form presented to this meeting, but with any necessary technical changes made by the Sonoma County Auditor-Controller-Treasurer-Tax Collector, upon the advice of County Counsel, is hereby adopted;

Be It Further Resolved that the Sonoma County Auditor-Controller-Treasurer-Tax Collector is authorized to take any all actions that are necessary to implement this resolution and the Plan, including, but not limited to, signing necessary documents with NRS.

Resolution #

Date:

Page 2

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

To: Board of Supervisors

Board Agenda Date: May 23, 2017

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Darin Bartow, 565-3748

Supervisorial District(s):

Title: Accept Resolutions from School Districts Requesting to Change Governing Board Election Dates from Odd to Even Numbered Years.

Recommended Actions:

Adopt a resolution approving requests from Point Arena School Districts, Shoreline Unified School District and the Marin County Board of Education to change governing board elections from odd- to even-numbered years with the first election occurring at the November 6, 2018, statewide general election.

Executive Summary:

In September 2015, the Governor signed Senate Bill No. 415 (SB 415), known as the California Voter Participation Rights Act, which in most instances requires local jurisdictions that currently hold elections for governing board members in odd-numbered years to move their elections to even-numbered years.

Discussion:

Point Arena School Districts, Shoreline Unified School District and the Marin County Board of Education have passed resolutions changing governing board member elections to the same day as statewide general elections. Once resolutions are received by the Board of Supervisors Office, the Board must act on the request within 60 days.

Although existing law generally requires that regularly scheduled county elections be held at the same time as statewide elections, other local jurisdictions (e.g., cities, school districts, and special districts) have greater flexibility when deciding when to hold regularly scheduled elections that are held to elect governing board members. Elections that are held at the same time as statewide elections are often referred to as "on-cycle" elections, while elections held at other times are often referred to as "off-cycle" elections.

The degree to which local governments hold their elections on-cycle or off-cycle varies significantly throughout the state. Roughly 30 percent of the counties in California do not have regularly-scheduled off-cycle elections, because all the local jurisdictions in those counties hold their governing board elections at the same time as statewide elections. In other counties, large numbers of cities, school districts, and special districts hold their governing board elections off-cycle in November of odd-numbered years. A smaller number of local jurisdictions hold their regularly scheduled governing board elections on other permitted off-cycle dates.

The Board of Supervisors is required by section 10404.5(d)(1) to approve the proposed change unless it finds that "the ballot style, voting equipment, or computer capacity is such that additional elections or materials cannot be handled." Upon approval by the Board of Supervisors, the Elections Department will prepare and mail a notice within 30 days, at the districts' expense, to the registered voters of the districts affected by the consolidation informing them of the election date change [Elections Code section 10404.5(e)].

The changes may increase the number of ballot types since unique ballot types are required in precincts that contain the same districts. As more contests are potentially added to even-year ballots, the number of ballot cards per ballot could increase, thereby increasing costs. The expectation of a multiple-card ballot exists now whether or not jurisdictions change from odd- to even-year elections. Adding cards would increase the cost of ballots when required for particular ballot types, and the cost of postage would potentially increase. We anticipate that any increased costs (including payroll costs to hire extra-help staff to process the additional ballot cards) would be allocated proportionally among participating jurisdictions.

The voting equipment/computer capacity can handle additional ballot cards. Because Sonoma County's voting system is specifically designed as a multiple card ballot, there is a track record of successfully conducting elections with many ballot types, each with ballots containing several ballot cards.

Prior Board Actions:

None

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:			
<p>The Registrar of Voters has determined that the requests will not significantly impact ballot production, voting equipment, or computer capacity.</p> <p>It is anticipated that the cost to local jurisdictions on even-year ballots may decrease since costs will be defrayed by federal, state and county contests. If overall costs were to increase, the increase in costs will be distributed among more jurisdictions.</p> <p>Given the number of jurisdictions electing to move to even-year ballots, costs to jurisdictions in November of 2017, or other odd years, may increase as there will be fewer jurisdictions to share elections costs.</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:			
Resolution; Point Arena School District Resolution; Shoreline Unified School District Resolution; Marin County Board of Education.			
Related Items “On File” with the Clerk of the Board:			



County of Sonoma
State of California

Date: May 23, 2017

Item Number: _____
Resolution Number: _____

4/5 Vote Required

**Resolution of the Board of Supervisors of the County of Sonoma, State of California,
Authorizing Implementation of Special Districts' Requests That Future Board Elections
Be Moved From Odd- To Even-Numbered Years.**

Whereas, in September 2015 the Governor signed Senate Bill No. 415, which in most instances requires political subdivisions, including cities, school districts, community college districts, and other districts organized pursuant to state law, to move their elections for governing board members from odd-numbered years to even numbered years if their elections currently occur on odd-numbered years; and

Whereas, the Governing Boards of the Point Arena Schools, the Shoreline Unified School District and the Marin County Board of Education approved a resolution pursuant to Section 10404(b) of the California Elections Code requesting that election dates for future District board elections be moved from odd- to even-numbered years; and

Whereas, the Districts submitted a resolution to the Board of Supervisors and Section 10404(e) requires this Board to act on the request within sixty days; and

Whereas, pursuant to Section 10404(e), the Registrar of Voters submitted to the Board of Supervisors an impact analysis of the proposed action, and according to said report, the Sonoma County Registrar of Voters is able to handle the impact that the Districts' requested change will have on the ballot style, voting equipment, and computer capacity; and

Whereas, the Board of Supervisors is required by Section 10404(e) to approve the proposed change unless it finds that the ballot style, voting equipment, or computer capacity is such that additional elections or materials cannot be handled.

Now, Therefore, Be It Resolved that the Board of Supervisors does not find that the ballot style, voting equipment, or computer capacity of the Sonoma County Registrar of Voters is such that additional elections or materials cannot be handled in relation to the Districts' requests, and accordingly the implementation of the Districts' resolutions are approved, with the first election occurring at the November 6, 2018, statewide general election.

Resolution #

Date:

Page 2

Be It Further Resolved that the terms of officeholders shall be extended as necessary, but in no event shall the term be extended beyond December 31 of the year following the year in which the request for consolidation is approved by this Board.

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

**BEFORE THE BOARD OF TRUSTEES OF THE
POINT ARENA JOINT UNION HIGH SCHOOL DISTRICT
SONOMA COUNTY, CALIFORNIA**

RESOLUTION NO. PA-17-4304

Change of Election Day of the Governing Board and Requesting the Board of Supervisors for the County of Sonoma to Authorize Consolidation with the November Election During Even-Numbered Years

WHEREAS, §§ 1302, subd. (b) and 10404.5 of the Elections Code permits the Point Arena Joint Union High School District to change its election day with the approval of the Board of Supervisors of the County of Sonoma.

WHEREAS, it is the intent and desire of the Governing Board of the Point Arena Joint Union High School District to provide its constituents with the lowest possible cost while promoting the increasingly efficient and effective use of government resources; and

WHEREAS, by changing the next governing board election from November, 2017 to November, 2018, the costs of an election would be deferred for an additional calendar year;

WHEREAS, in order to comply with the mandate of SB 415 (Elections Code § 14050 et seq.), requiring political subdivisions that have had a significant decrease in voter turnout to hold their elections only on the same day as a statewide election.

NOW, THEREFORE, BE IT RESOLVED, DECLARED, DETERMINED AND ORDERED AS FOLLOWS:

Section 1. That pursuant to Elections Code §§ 1302, subd. (b) and 10404.5, the Governing Board hereby, by this resolution, changes its election from the First Tuesday after the First Monday in November of each odd-numbered year to the First Tuesday after the First Monday in November of each even-numbered year; and, further, that the election shall be consolidated with all other elections held throughout the territory on that day.

Section 2. That terms of officeholders shall be extended as necessary, but no more than twelve months.

Section 3. That the Registrar of Voters shall cause, at district expense, a notice to be mailed to all registered voters in the Point Arena Joint Union High School District informing them of the change of election date specified herein and of the resultant changes in terms of the elected officeholders.

Section 4. This resolution shall become operative upon approval by all of the above-named Board of Supervisors pursuant to Elections Code §§ 1302, subd. (b) and 10404.5.

PASSED AND ADOPTED this 8th day of February 2017 at the Regular Meeting of the Governing Board of the Point Arena Joint Union High School District.

POINT ARENA JOINT UNION HIGH SCHOOL
DISTRICT BOARD OF TRUSTEES

By: M. Wade Robinson
Board President

Attest: Herbie Bates
Clerk of the Board

Shoreline Unified School District
Board Resolution # 2016.17.8

**Change of Election Day of the Governing Board and Requesting
the Boards of Supervisors for the Counties) of Marin and
Sonoma to Authorize Consolidation with the November Election
During Even-Numbered Years**

WHEREAS, §§ 1302, subd. (b) and 10405.7 of the Elections Code permits the Shoreline Unified School District to change its election day with the approval of the Boards of Supervisors of the Counties of Marin and Sonoma Counties;

WHEREAS, it is the intent and desire of the Governing Board of the Shoreline Unified School District to provide its constituents with the lowest possible cost while promoting the increasingly efficient and effective use of government resources; and

WHEREAS, by changing the next governing board election from November 2017 to November 2018 the costs of an election would be deferred for an additional calendar year.

NOW, THEREFORE, BE IT RESOLVED, DECLARED, DETERMINED AND ORDERED AS FOLLOWS:

Section 1. That pursuant to Elections Code §§ 1302, subd. (b) and 10405.7 the Governing Board hereby, by this resolution, changes its election from the First Tuesday after the First Monday in November of each odd-numbered year to the First Tuesday after the First Monday in November of each even-numbered year; and, further, and that that election shall be consolidated with all other elections held throughout the territory on that day.

Section 2. That terms of officeholders shall be extended as necessary, but no more than twelve months.

Section 3. That the Registrar of Voters shall cause, at district expense, a notice to be mailed to all registered voters in the community college district informing them of the change of election date specified herein and of the resultant changes in terms of the elected officeholders.

Section 4. This resolution shall become operative upon approval by all of the above-named Boards of Supervisors pursuant to Elections Code §§ 1302, subd. (b) and 10405.7.

This Resolution was adopted at a meeting of the Board of the SHORELINE UNIFIED SCHOOL DISTRICT held on February 16, 2017.

Trustee	Aye	No	Absent	Abstain
Jill Manning-Sartori			✓	
Clarette McDonald	✓			
Avito Miranda	✓			
Jim Lino	✓			
Tim Kehoe	✓			
Jane Healy	✓			
Vonda Jensen	✓			


Clarette McDonald, Vice President

I, Bob Raines, Secretary to the Board of Trustees of the Shoreline Unified School District do hereby certify that the foregoing Resolution was regularly introduced, passed, and adopted by the Board of Trustees at its meeting held on February 16, 2017.


Bob Raines, Secretary to the Board

MARIN COUNTY BOARD OF EDUCATION

Resolution No. 919

Change of Election Day of the Marin County Board of Education and Requesting the Board of Supervisors for the County of Sonoma to Authorize Consolidation with the November Election During Even-Numbered Years

WHEREAS, §§ 1302, subd. (b) and 10404.5 of the Elections Code permits the Marin County Board of Education to change its election day with the approval of the Boards of Supervisors of the County of Marin and County of Sonoma ;

WHEREAS, it is the intent and desire of the Marin County Board of Education to provide its constituents with the lowest possible cost while promoting the increasingly efficient and effective use of government resources; and

WHEREAS, by changing the governing board elections from odd to even years the costs of an election would be deferred for an additional calendar year; and

WHEREAS, the Marin Board of Supervisors approved changing the Marin County Board of Education's governing board elections from November, 2017 to November, 2018 and thereafter on even years; and

WHEREAS, the November, 2017 governing board election of the Marin County Board of Education does not include electorates from Sonoma County.

NOW, THEREFORE, BE IT RESOLVED, DECLARED, DETERMINED AND ORDERED AS FOLLOWS:

Section 1. That pursuant to Elections Code §§ 1302, subd. (b) and 10404.5 the Marin County Board of Education, by this resolution, changes its election from the First Tuesday after the First Monday in November of each odd-numbered year to the First Tuesday after the First Monday in November of each even-numbered year; and, further, that that election shall be consolidated with all other elections held throughout the territory on that day.

Section 2. That terms of officeholders shall be extended as necessary, but no more than twelve months.

Section 3. That the Sonoma County Registrar of Voters shall cause, at the Marin County Office of Education's expense, a notice to be mailed to all registered voters in the territory of the County of Sonoma informing them of the change of election date specified herein and of the resultant changes in terms of the elected officeholders.

Section 4. This resolution shall become operative upon approval by all of the above-named Boards of Supervisors pursuant to Elections Code §§ 1302, subd. (b) and 10404.5.

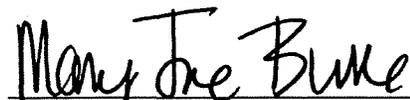
PASSED AND ADOPTED by the Marin County Board of Education at a regular meeting held on the 9th day of May, 2017 by the following vote:

AYES: Garbarino, Goldman, Hellman, Nemzer, Robinson, Warren, Wilson

NOES: None

ABSENT: None

(SEAL)



MARY JANE BURKE, Secretary
Marin County Board of Education and
Marin County Superintendent of Schools



PATRICIA D. GARBARINO, President
Marin County Board of Education



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: May 23, 2017

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Darin Bartow, 565-3748

Supervisorial District(s):

Title: Accept Resolutions from Special Districts Requesting to Change Governing Board Election Dates from Odd to Even Numbered Years.

Recommended Actions:

Adopt a resolution approving requests from North Sonoma Coast Fire Protection District to change governing board elections from odd- to even-numbered years with the first election occurring at the November 6, 2018, statewide general election.

Executive Summary:

In September 2015, the Governor signed Senate Bill No. 415 (SB 415), known as the California Voter Participation Rights Act, which in most instances requires local jurisdictions that currently hold elections for governing board members in odd-numbered years to move their elections to even-numbered years.

Discussion:

The North Sonoma Coast Fire Protection District passed a resolution changing governing board member elections to the same day as statewide general elections. Once resolutions are received by the Board of Supervisors Office, the Board must act on the request within 60 days.

Although existing law generally requires that regularly scheduled county elections be held at the same time as statewide elections, other local jurisdictions (e.g., cities, school districts, and special districts) have greater flexibility when deciding when to hold regularly scheduled elections that are held to elect governing board members. Elections that are held at the same time as statewide elections are often referred to as "on-cycle" elections, while elections held at other times are often referred to as "off-cycle" elections.

The degree to which local governments hold their elections on-cycle or off-cycle varies significantly throughout the state. Roughly 30 percent of the counties in California do not have regularly-scheduled off-cycle elections, because all the local jurisdictions in those counties hold their governing board elections at the same time as statewide elections. In other counties, large numbers of cities, school districts, and special districts hold their governing board elections off-cycle in November of

odd-numbered years. A smaller number of local jurisdictions hold their regularly scheduled governing board elections on other permitted off-cycle dates.

The Board of Supervisors is required by section 10404 to approve the proposed change unless it finds that "the ballot style, voting equipment, or computer capacity is such that additional elections or materials cannot be handled." Upon approval by the Board of Supervisors, the Elections Department will prepare and mail a notice within 30 days, at the districts' expense, to the registered voters of the districts affected by the consolidation informing them of the election date change [Elections Code section 10404.

The changes may increase the number of ballot types since unique ballot types are required in precincts that contain the same districts. As more contests are potentially added to even-year ballots, the number of ballot cards per ballot could increase, thereby increasing costs. The expectation of a multiple-card ballot exists now whether or not jurisdictions change from odd- to even-year elections. Adding cards would increase the cost of ballots when required for particular ballot types, and the cost of postage would potentially increase. We anticipate that any increased costs (including payroll costs to hire extra-help staff to process the additional ballot cards) would be allocated proportionally among participating jurisdictions.

The voting equipment/computer capacity can handle additional ballot cards. Because Sonoma County's voting system is specifically designed as a multiple card ballot, there is a track record of successfully conducting elections with many ballot types, each with ballots containing several ballot cards.

Prior Board Actions:

None

Strategic Plan Alignment Goal 4: Civic Services and Engagement

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:			
<p>The Registrar of Voters has determined that the requests will not significantly impact ballot production, voting equipment, or computer capacity.</p> <p>It is anticipated that the cost to local jurisdictions on even-year ballots may decrease since costs will be defrayed by federal, state and county contests. If overall costs were to increase, the increase in costs will be distributed among more jurisdictions.</p> <p>Given the number of jurisdictions electing to move to even-year ballots, costs to jurisdictions in November of 2017, or other odd years, may increase as there will be fewer jurisdictions to share elections costs.</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:			
Resolution; North Sonoma Coast Fire District			
Related Items "On File" with the Clerk of the Board:			



County of Sonoma
State of California

Date: May 23, 2017

Item Number: _____
Resolution Number: _____

4/5 Vote Required

**Resolution of the Board of Supervisors of the County of Sonoma, State of California,
Authorizing Implementation of Special Districts' Requests That Future Board Elections
Be Moved From Odd- To Even-Numbered Years.**

Whereas, in September 2015 the Governor signed Senate Bill No. 415, which in most instances requires political subdivisions, including cities, school districts, community college districts, and other districts organized pursuant to state law, to move their elections for governing board members from odd-numbered years to even numbered years if their elections currently occur on odd-numbered years; and

Whereas, the Governing Board of the North Sonoma Coast Fire Protection District approved a resolution pursuant to Section 10404(b) of the California Elections Code requesting that election dates for future District board elections be moved from odd- to even-numbered years; and

Whereas, the District submitted a resolution to the Board of Supervisors and Section 10404(e) requires this Board to act on the request within sixty days; and

Whereas, pursuant to Section 10404(e), the Registrar of Voters submitted to the Board of Supervisors an impact analysis of the proposed action, and according to said report, the Sonoma County Registrar of Voters is able to handle the impact that the Districts' requested change will have on the ballot style, voting equipment, and computer capacity; and

Whereas, the Board of Supervisors is required by Section 10404(e) to approve the proposed change unless it finds that the ballot style, voting equipment, or computer capacity is such that additional elections or materials cannot be handled.

Now, Therefore, Be It Resolved that the Board of Supervisors does not find that the ballot style, voting equipment, or computer capacity of the Sonoma County Registrar of Voters is such that additional elections or materials cannot be handled in relation to the Districts' requests, and accordingly the implementation of the Districts' resolutions are approved, with the first election occurring at the November 6, 2018, statewide general election.

Resolution #

Date:

Page 2

Be It Further Resolved that the terms of officeholders shall be extended as necessary, but in no event shall the term be extended beyond December 31 of the year following the year in which the request for consolidation is approved by this Board.

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

RESOLUTION NO. 17-12
NORTH SONOMA COAST FIRE PROTECTION DISTRICT

RECEIVED

APR 11 2017

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE NORTH COAST FIRE PROTECTION DISTRICT
TO CONSOLIDATE AND HOLD DISTRICT ELECTION
ON THE SAME DAY AS THE STATEWIDE GENERAL ELECTION**

BOARD OF SUPERVISORS
COUNTY OF SONOMA

WHEREAS, the North Sonoma Coast Fire Protection District ("District") is a duly recognized independent fire protection district in the state of California formed pursuant to the Fire Protection District Law of 1987, California Health and Safety Code section 13800 et seq.; and

WHEREAS, in December 2015, Sonoma County Local Agency Formation Commission ("LAFCO") Resolution 2015-09 which approved the initial formation of the District, directed that the Sonoma County Board of Supervisors appoint the initial five members of the District Board of Directors; and

WHEREAS, in March 2016, consistent with direction of LAFCO, the Sonoma County Board of Supervisors appointed the initial five members of the District Board of Directors, with two Directors appointed for a two year term and three Directors appointed for a four year term; and

WHEREAS, on April 1, 2016, at the first meeting of the District Board of Directors, consistent with the direction of LAFCO and the appointments made by the Sonoma County Board of Supervisors, the initial appointed District Board of Directors took their oaths of office and terms of office were set with two Directors serving an initial two year term and three Directors serving an initial four year term; and

WHEREAS, pursuant to California Elections Code section 10404, the District Board of Directors desires to adopt this resolution to consolidate and hold the election of District Directors serving an initial two year term on the same day as the statewide general election in November 2018.

THEREFORE, BE IT RESOLVED that the Board of Directors of the North Sonoma Coast Fire Protection District does hereby require that its election of Directors be consolidated with and held on the same day as the statewide general elections in November 2018.

THEREFORE, BE IT FURTHER RESOLVED that this Resolution shall be delivered to the Sonoma County Registrar of Voters for coordination and District compliance with all procedural requirements of the Election Code pertaining to the primary or general election.

THEREFORE, BE IT FURTHER RESOLVED that this Resolution shall be delivered to the Sonoma County Board of Supervisors for approval.

It is hereby certified that the foregoing Resolution No. 17-12 was duly introduced and legally adopted by the Board of Directors of the North Sonoma Coast Fire Protection District during meeting held on the 10th day of April, 2017 by the following roll call vote.

DIRECTORS:

McMahan: Aye Mueller: Aye Aitchison: Aye
Scott: Aye Pounds: Aye

AYES 5 NOES 0 ABSTAIN 0 ABSENT 0

SO ORDERED

Attested



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

To: Board of Supervisors

Board Agenda Date: May 23, 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: Disbursement of FY 16/17 Third District Advertising Funds.

Recommended Actions:

Approve Advertising Program grant awards and authorize the County Administrator to execute contracts with the following non-profit entities for advertising and promotions activities for FY 16/17: Pacific Coast Air Museum for Honor Our Veterans of WWII & Korea Event, \$1,000; Sonoma County Conservation Action for the Annual Grassroots Gala, \$750; and West End Farmers Market on behalf of the Railroad Square Music Festival, \$750.

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 the applications and wishes to recommend the following FY 16/17 advertising grant awards:

- 1.) Pacific Coast Air Museum for the event Honor Our Veterans of WWII & Korea; grant award of \$1,000.
- 2.) Sonoma County Conservation Action the Annual Grassroots Gala; grant award of \$750.
- 3.) West End Farmers Market on behalf of the Railroad Square Music Festival; grant award of \$750.

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 \$170,000 where 50% of the amount is divided equally across each district as baseline funding and the remaining 50% is divided by the percent of TOT collections by district in the previous fiscal year. 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:

9-13-16, 12-6-16, 3-28-17, 4-25-17 – Awarded FY 16/17 Category E grants

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

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

Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses	\$2,500		
Additional Appropriation Requested			
Total Expenditures	\$2,500		
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other	\$2,500		
Use of Fund Balance			
Contingencies			
Total Sources	\$2,500		
Narrative Explanation of Fiscal Impacts:			
Funds are included in the FY 16/17 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 16/17 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: 6
(This Section for use by Clerk of the Board Only.)

To: Sonoma County Board of Supervisors

Board Agenda Date: May 23, 2017

Vote Requirement: Majority

Department or Agency Name(s): General Services, Community Development Commission

Staff Name and Phone Number:

Caroline Judy: 707-565-8058
Margaret Van Vliet: 707-565-7505

Supervisorial District(s):

All

Title: Ground Lease to Provide Sonoma County Pilot Project to Use Non-Traditional Structures to Safely Shelter Homeless in support of the Board's Housing for All Strategic Priority.

Recommended Actions:

- A. Authorize the General Services Director to execute a Ground Lease at 665 Russell Avenue, Santa Rosa, for the above-described purposes for a term of three years.
- B. Find that the County does not need the subject property for County purposes during the term of the lease.
- C. Find that the property will be used to meet the social needs of the population by providing housing for people who would otherwise be homeless, pursuant to Government Code section 26227.

Executive Summary:

Approval of this agenda item will authorize the General Services Director to execute a Ground Lease with Community Housing of Sonoma County to develop and operate the Tiny Homes Pilot Project using small, non-traditional residential structures to safely house homeless people. The Tiny Homes Pilot is consistent with your Board's strategic objective of identifying housing solutions for all and is intended to demonstrate whether the combined housing and service model is viable. Viability will be assessed by the Community Development Commission who will conduct an assessment of the project's development finances and operational cash flow upon project completion. This financial assessment will be presented to the Board as part of the Community Development Commission's County Fund for Housing Annual Reports.

The premises will consist of unimproved land at a site adjacent to the Veterans Housing on Russell Avenue on the County campus. The term of the lease will be three (3) years. A three year term is required to accommodate the construction period, the two year expected operations period and a possible removal or demolition period. The lease also reserves to the County Board of Supervisors the

option to extend the term of the lease at the Russell Avenue site, or to relocate the structures to a property identified by Community Housing of Sonoma County.

Discussion:

On July 28, 2015, your Board approved a minute order directing the County Administrator to convene a multi-departmental team to consider the merits of providing County-owned property for a pilot project that would evaluate community suggestions to use non-traditional structures to address homelessness.

In a related action, on August 25, 2015, your Board convened a study session to discuss the potential housing strategies to end homelessness in Sonoma County. Several operational approaches were described as means to addressing the County’s permanent housing needs for homeless people, including rapid re-housing, permanent supportive housing, housing for homeless youth, set-asides in affordable housing developments, and rental subsidies and “Housing First”.

Pilot Objectives

One of the objectives of the County’s adopted Housing Element is to consider the use of new community housing models and innovative types of structures and building materials to meet a wide variety of housing needs while protecting the public health and safety. To this end, Housing Element Program 41 was adopted committing the County to consider non-traditional types of structures to safely shelter homeless people as part of a pilot project on County land.

The use of a three year Pilot Project using 12 small, non-traditional residential structures or “Tiny Homes” to safely house homeless people will allow County staff to conduct a “trial run” and assessment of a Tiny House project development finances and operational cash flows. This assessment could be used to support an evaluation of potential county or state codes that may be developed to allow duplication of the pilot on private sites County and State-wide.

Pilot Project Parameters and Proposal Process

In January of 2016, the Board authorized the release of a Request for Proposals for use of County property as a Pilot Project to evaluate use of non-traditional structures combined with homeless services program management to address homeless. The Request for Proposals established the parameters under which proposals would be solicited. The Request for Proposal was designed to provide answers to a variety of questions related to the alternative structures concept, including project objectives, operational models, structure types, land use considerations, affordability, and operational service delivery models.

The initial proposed site for the pilot project was the vacant gravel lot located near the Supervised Adult Crew yard at the County Administration Center. Reasons for selection of this site included proximity to services and transportation, access to utilities, anticipated minimal site preparation needs, short term use of the site, and the potential for privacy. The Request for Proposal provided that the County would allow use of the site at no charge, and that any necessary improvements required for the Pilot Project would be covered by the developer and/or negotiated through the contract award process, as site preparation and associated infrastructure costs would vary based on the specifics of

each proposal. In June 2016, the Board of Supervisors authorized contract award to Community Housing Sonoma County pending receipt of a County Fund for Housing award in the Fall, and authorized delegation of authority to the Director of General Services to negotiate a lease agreement following the funding award. Community Housing Sonoma County obtained the competitive funding necessary for the project in November 2016.

Working in partnership with the County's Community Development Commission, General Services re-evaluated the Supervised Adult Crew yard site selection. Given the submitted site plan and new information on the cost of connecting to utilities, the Agencies proposed an alternative site on the County Campus as more suitable for the Pilot Project. The proposed site on Russell Avenue does not change the scope of the pilot program as defined in the Request for Proposals, rather it provides sufficient space for a larger community, and allows for optimized Community Development Commission management and oversight by co-locating two Community Development Commission programs in close proximity to each other. Additionally in accordance with the parameters of the Request for Proposals the County will allow use of the 30,000 square foot Russell Avenue site at no charge. An estimate of Fair Market Value rent for a parcel this size would be seven cents per square foot per month or about One Thousand Two Hundred and Fifty Five Dollars (\$1,255) per month. The Russell Avenue site currently contains unoccupied structures. These structures will be demolished by the County. As negotiated through the Request for Proposal process, site preparation costs for the vacant land and associated infrastructure investment costs will be the responsibility of the developer. The developer will be required to restore the site at the end of the pilot term, at the election of the County. Finally, the Russell Avenue site supports the alternative structures concept, the project objectives, proposed operational models, structure types, meets all land use considerations, affordability, and operational models.

The Project will be recognized as the Community Housing Sonoma County Veterans Village project. The Veterans Village Project will provide 12 Tiny Houses, owned by Community Housing Sonoma County, with supportive services for the residents. The Project may be expanded under the proposed lease beyond 12 Tiny Houses upon approval of such expansion by the County. Should Board consider the model effective during the Pilot Project period, the Lease provides the Board the opportunity to extend the tenancy at the Russell Avenue site or to support a strategy for relocation of the Tiny Houses to a location on West Hearn Avenue in unincorporated Santa Rosa owned by Community Housing Sonoma County. As prebuilt, modular structures, the units could be transported to the West Hearn Avenue site as Community Housing Sonoma County originally proposed in its 2016 application to the County Fund for Housing.

The total development cost for Community Housing Sonoma County's proposal as presented in its financial Pro Forma is \$1,029,565. Total operational budget would be \$110,880. The project proposes to utilize Federal Veterans Administration Supportive Housing funding for monthly rental subsidies for all residents through the Santa Rosa Housing Authority.

Currently, a small uninhabitable structure is located on the front of the site. Due to the dilapidated condition of the structure, General Services plans to demolish the building. Pre-demolition abatement of hazardous materials has been completed. General Services anticipates completing demolition and removal of the building prior to Community Housing Sonoma County entry to the site

for development. The projected cost to demolish, remove and dispose of this structure is between \$25,000 and \$35,000.

California Environmental Quality Act

The Project is exempt from review under the California Environmental Quality Act pursuant to California Environmental Quality Act Guidelines Section 15332 as an urban in-fill development.

Public interest

Section 26227 of the California Government Code allows the County to enter into a lease agreement at no cost to establish or support programs deemed by the Board to be necessary to meet the social needs of the County, including but not limited to, the areas of health and welfare and the needs of financially handicapped persons, provided the Board makes the finding that the agreement is necessary to meet the social needs of the population of the County, and that the County does not need the subject property for County purposes during the term of the lease.

Staff recommends the Board find that the subject property is not needed during the term of the lease, the lease agreement is necessary to meet and promote the social needs of the County on the basis that it will provide housing to members of the community in acute need of such assistance.

Prior Board Actions:

- 11/15/16 – The Board approved County Fund for Housing awards in the aggregate amount of \$3,916,351, including an award to Community Housing Sonoma County for Veterans Village development in the amount of \$1,868,851 for construction of 12 small studio units and predevelopment costs for preparing a site for relocation of those units.
- 06/21/16 – The Board authorized the Sonoma County Community Development Commission and the General Services Department to negotiate and bring back to the Board for consideration a Development and Professional Services Agreement and lease with Community Housing of Sonoma County for a Pilot Project using 12 small, non-traditional residential structures to safely house homeless people.
- 01/05/16 – Board directed staff to release a Request for Proposals for the Pilot Project
- 11/03/15 – Board directed staff to complete analysis of County property to be used for a Pilot Project and prepare Request for Proposals to solicit developer interest.
- 08/25/15 – Board adopted ‘A Policy Maker’s Toolbox for Ending Homelessness (“Toolbox”) to build on the County’s 10 Year Homeless Action Plan. As an element of the “Housing First Approach” to serve people experience homelessness the concept of a Tiny House Pilot Project was suggested as a demonstration project to assess the potential viability of this alternative housing type.
- 07/28/15 – Board approved a minute order directing the County Administrator to convene a multi-departmental team to consider the merits of providing county-owned property for a housing pilot project that harnesses the communities’ interest to address homelessness with non- traditional structures or “tiny homes.”
- 12/02/14 – Board approved the 2014 General Plan Housing Element (County-wide) including Housing Element Program 41.

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

Providing adequate housing for people who are homeless helps to promote good health and wellbeing.

Fiscal Summary

Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses	\$35,000		
Additional Appropriation Requested			
Total Expenditures	\$35,000		

Funding Sources

General Fund/WA GF	\$35,000		
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	\$35,000		

Narrative Explanation of Fiscal Impacts:

The budget for Phase I of this project is \$1,029,565. Funds will be used to design, engineer, build and place 12 units on the Russell Avenue site. To date, the Community Development Commission has entered into a Note with Community Housing Sonoma County for \$150,000 and has released approximately \$97,000 of those funds. The remainder of the committed funds will be documented once the lease is approved and executed, and the scope of work revised. All funds will be released in draws on a reimbursement basis.

Phase II of the project involves planning, engineering and environmental costs to prepare the West Hearn Avenue site to receive the units, as well as the actual costs of relocating the units and their residents. The Phase II budget is \$839,287.

The projected cost to demolish, remove and dispose of the dilapidated structure on Russell Avenue is between \$25,000 and \$35,000. General Services will use existing allocation to cover the cost of demolition. Pre-demolition abatement of hazardous materials has been completed.

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: Lease Agreement Attachment 2: Request for Proposals for Pilot Project to Safely Shelter Homeless People
Related Items "On File" with the Clerk of the Board:

GROUND LEASE

Between

COMMUNITY HOUSING SONOMA COUNTY

and

COUNTY OF SONOMA

Dated

For

TINY HOMES PILOT PROJECT

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GROUND LEASE

This Lease is made on _____, 20____, between the COUNTY OF SONOMA, a political subdivision of the State of California (hereinafter referred to as "County"), and Community Housing Sonoma County, a California nonprofit public benefit corporation (hereinafter referred to as "CHSC" or "Tenant"). County and Tenant are sometimes collectively referred to herein as the "parties" and singularly, a "party."

RECITALS

- A. Tenant desires to lease an unimproved lot owned (hereinafter more particularly described and referred to as the Premises) by the County to install 12 "Tiny Homes" as housing pursuant to CHSC's approved application to the County's RFP for the "Pilot Project to Safely Shelter Homeless People" referred to as the "Tiny Homes Pilot Project" (hereinafter referred to as the "Project");
- B. The Project plan includes:
 - a. The construction of infrastructure sized to support the installation of the 12 "Tiny Homes" which are 250 square foot manufactured modular homes on the Premises; and, per the County RFP, for additional such Tiny Homes as can be accommodated given the site, required setbacks and subject to any necessary Sonoma County Community Development Commission ("SCDC") funding re-allocation.
 - b. The lease of the Tiny Homes by CHSC to tenants; and
 - c. For CHSC to remove the Tiny Homes at the term of the Lease and for the relocation of CHSC's tenants.
- C. The County desires to lease the Premises to Tenant in furtherance of the Project.
- D. The County desires to reserve certain rights to provide emergency access to County facilities as further described at Section 4.3.2, below.

1. PREMISES

By this Lease, and subject to the reservations of rights set forth in Section 4.3 below, County has leased and does hereby lease to Tenant, and Tenant does hereby take and hire from County, that certain land located at 665 Russell Avenue, Santa Rosa CA comprising approximately thirty-four thousand (34,000) square feet as more particularly described in Exhibit A attached hereto (the "Premises"), which is a portion of former APN 173-030-008 located on Russell Avenue which currently comprises the Eastern portion of APN 173-030-028; having a Use Type designated as Government. ("Property").

Parties recognize and acknowledge that Government properties of the County of Sonoma generally bounded by Steele Lane to the South, Highway 101 to the West, Bicentennial Way to the North and Mendocino Avenue to the East are the subject of review and planning.

Parties acknowledge that unimproved land adjacent to the Premises may become available for similar uses.

2. TERM

- 2.1. Commencement of Term. The initial term of this Lease shall be three (3) years. The initial term shall commence the later of the following dates (the "Commencement Date"): (a) _____, 20__; or (b) the date that County delivers possession of the Premises. Upon the determination of the Commencement Date, County and Tenant shall execute a written acknowledgment of the Commencement Date and attach it to this Lease as Exhibit B.
- 2.2. Inability to Deliver Possession. If County is unable to deliver possession of the Premises by the Commencement Date as a result of causes beyond its reasonable control, County shall not be liable for any damage caused for failing to deliver possession. In the event County is unable to deliver possession of the Premises by one hundred eighty (180) days following _____, 20__, Tenant shall be entitled, but not obligated, at its sole discretion, to terminate this Lease, whereupon this Lease shall be void and Tenant shall have no obligation or liability of any kind or nature to County. Tenant shall not be liable for rent until County delivers possession of the Premises to Tenant.
- 2.3. Options to Extend Term. Any extension of the Term would constitute an amendment to this Agreement and would require approval by the Sonoma County Board of Supervisors.
- 2.4. Tenant's Duty to Surrender. At the expiration or earlier termination of the term, Tenant shall surrender to County, in as good condition and repair as of the Commencement Date, ordinary use, wear and tear excepted, the possession of the real property constituting the Premises. Except as provided in Section 5.1, any structures, improvements, fixtures, and trade fixtures erected or installed by Tenant shall be removed by Tenant at sole cost and responsibility of Tenant. Surrender or removal of improvements, fixtures, and trade fixtures shall be as directed in Section 7.2 of this Lease. If Tenant fails to surrender the Premises

by the expiration or sooner termination of this Lease, Tenant shall indemnify and hold County harmless against all loss, liability, cost or expense directly resulting from or arising out of Tenant's failure to surrender the Premises, including, without limitation, any amounts required to be paid to any tenant or prospective tenant who was to have occupied the Premises after said termination or expiration and any related attorneys' fees and brokerage commissions. Notwithstanding the foregoing, no termination of this Lease shall release Tenant from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination, or date of surrender if it be later.

- 2.5. Holding Over. If Tenant shall continue to occupy or possess the Premises after the termination of this Lease without the consent of County, then unless County and Tenant have otherwise agreed in writing, Tenant shall be a tenant on a month-to-month basis. All the terms, provision and conditions of this Lease shall apply to this month-to-month tenancy except those terms, provisions and conditions pertaining to the term. This month-to-month tenancy may be terminated by County or Tenant upon thirty (30) days' prior notice to the non-terminating party. In the event Tenant fails to surrender the Premises not later than thirty (30) days after such termination or expiration, the Tenant shall indemnify and hold County harmless against all loss, liability, cost or expense directly resulting from or arising out of Tenant's failure to surrender the Premises, including, without limitation, any amounts required to be paid to any lessee or prospective lessee who was to have occupied the Premises after said termination or expiration and any related attorneys' fees and brokerage commissions. Notwithstanding the foregoing, no termination of this Lease shall release Tenant from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination, or date of surrender if it be later.

3. CONSIDERATION

- 3.1. Monthly Rental Payments. The real estate interest delivered from the County to the Tenant is a three year tenancy. The parties agree that the exclusive Use shall be for development of unimproved land for as a Pilot Project for Residential Use. The consideration provided by Tenant shall be a public benefit of provision of housing for low-income tenants. No rent shall be payable to the County during the Term of the Lease.
- 3.2. Taxes and Assessments.

- 3.2.1. Obligation to Pay. Tenant is fully responsible for and agrees to pay, personal property taxes ("Taxes"), levied on or assessed against personal property located on the Premises or in the land or improvements, the leasehold estate, or any subleasehold estate, to the full extent of installments falling due during the term. Tenant shall make all such payments directly to the assessing authority, at least ten (10) days before delinquency and before any fine, interest, or penalty shall become due or be imposed by operation of law for their nonpayment. If, however, the law expressly permits the payment of any, or all, of the above items, in installments (whether or not interest accrues on the unpaid balance), Tenant may, at Tenant's election, utilize the permitted installment method, but shall pay each installment, with any interest, before delinquency.
- 3.2.2. Proof of Compliance. Tenant shall furnish to County within seven (7) days of receipt by Tenant of the written request of County, copies of receipts or other appropriate evidence establishing payment of any applicable taxes. Tenant may comply with this requirement, but is not obligated to do so, by retaining a tax service to notify County whether the taxes have been paid.

4. USES, PURPOSES

- 4.1. Use of Premises. The Premises shall be used and occupied by Tenant solely for purposes consistent with the Project.
- 4.2. Operational Requirements of Tenant. Tenant agrees throughout the term to abide by the following conditions and requirements:
- 4.2.1. Nuisance. Tenant shall make reasonable efforts to assure that the property Use shall not be used or occupied in a manner that is an unreasonable, unwarranted, or unlawful use of the property in a manner that substantially interferes with the enjoyment or use of neighboring property(s). Tenant shall occupy, maintain and manage and be primarily responsible for assuring the Premises shall be used and occupied by Tenant solely for purposes consistent with the Project described in Attachment H "COMMUNITY HOUSING SONOMA COUNTY Pilot Project to Safely Shelter Homeless People, Veterans Village at the County, Responses to Item 2. Project Overview, March 14, 2017," in particular those elements described at: a. Narrative of Development; c. Resident Population; d. Outreach

Tenancing Plans; l. Process of Identifying and responding to community/neighborhood considerations; m. Services to be provided.

- 4.2.2. Cancellation of Insurance; Increase in Insurance Rates. Tenant shall not knowingly and intentionally do, bring, or keep anything in or about the Premises that will cause a cancellation of any insurance covering the Tenant's activities hereunder. If the rate of any insurance carried by County specifically related to the Premises is increased as a result of Tenant's use, other than and except as authorized, permitted and/or contemplated by this Lease, Tenant shall pay to County within thirty (30) days before the date County is obligated to pay a premium on the insurance or within thirty (30) days after County delivers to Tenant a certified statement from County's insurance carrier stating that the rate increase was caused by an activity of Tenant at the Premises other than and except as authorized, permitted, and/or contemplated by this Lease, whichever date is later, a sum equal to the difference between the original premium and the increased premium.
- 4.2.3. Compliance with Laws. Tenant shall comply with all laws concerning the Premises and the Property or Tenant's use of the Premises and the Property. Tenant shall not knowingly and intentionally allow the Premises to be used for any unlawful purpose.
- 4.2.4. Waste Disposal. Tenant shall dispose of all sewage and industrial waste in accordance with all applicable regulations and laws of those governmental agencies having jurisdiction or authority over the Premises. Tenant shall ensure that all solid waste materials are placed in appropriate covered containers designed for use with the type of waste involved, which shall remain covered.
- 4.2.5. Hazardous Materials.
- 4.2.5.a. Except as set forth in Exhibit C attached hereto, Tenant shall not cause or permit any Hazardous Materials (as hereinafter defined) to be brought upon, kept or used in or about the Premises or the Property by Tenant, its agents, employees, contractors or invitees, without the prior written consent of County, which County shall not unreasonably withhold as long as Tenant demonstrates to County's satisfaction that such Hazardous Materials: (i) are necessary or useful to Tenant's business and will be used, kept and stored in a manner that complies with all laws, statutes, ordinances, rules, regulations, orders, requirements, and policies of any and all governmental agencies and authorities and any fire insurance underwriters applicable to any such

Hazardous Materials ("Hazardous Materials Laws") and (ii) do not otherwise, due to the quantity, nature or use of such Hazardous Materials, substantially increase the risk of fire or other casualty to the Premises or the Property. Prior written consent shall not be necessary for use of Hazardous Materials by CHSC's tenants which are consistent with common household use.

4.2.5.b. To the extent any Hazardous Materials are used, kept, or become present in or on the Premises on or after the Commencement Date, Tenant shall ensure that all such Hazardous Materials, and all uses thereof, are in full compliance with all Hazardous Materials Laws.

4.2.5.c. If Tenant breaches the obligations stated in subparagraphs (a) or (b) of this Section 4.2.4 or if Tenant causes Hazardous Materials to become present on the Premises on or after the Commencement Date which result in contamination of the Premises or the Property, or if Tenant causes Hazardous Materials to be otherwise discharged or released from the Premises after the Commencement Date, then Tenant shall indemnify, defend (with counsel approved by County) and hold County harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities and losses (including, without limitation, diminution in value of the Property, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Property, damages arising from any adverse impact on marketing of space in the Property, and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the term of this Lease as a result of such breach, contamination, discharge, or release, but excluding liability due to the sole active negligence or sole willful misconduct of County. This indemnification of County by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Materials present in, on or under the Property. Without limiting the foregoing, if Tenant causes Hazardous Materials to become present on the Premises on or after the Commencement Date which result in any contamination of the Property, or otherwise results in the release or discharge on, under or from the Premises of Hazardous Materials, Tenant shall promptly take all actions at its sole expense as are necessary to return the Property to the condition existing prior to the introduction of any such Hazardous Materials to the Property or to otherwise remove and/or abate the release or discharged Hazardous

Materials; provided that County's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term or short-term effect on the Property, will not unreasonably interfere with the use and enjoyment of other portions of the Property, and will be performed in accordance with all Hazardous Materials Laws. Upon the termination of this Lease, Tenant shall surrender the Premises to County free of any and all Hazardous Materials, except any Hazardous Materials existing on the Premises prior to the Commencement Date and in compliance with all Hazardous Materials Laws applicable to Hazardous Materials that become present on or after the Commencement Date. This indemnification shall survive the termination or expiration of this Lease.

- 4.2.5.d. For the purpose of this Section 4.2.4, the term "Hazardous Materials" includes, without limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. §801 et seq.), the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. §901 et seq.), Section 25117 of the California Health & Safety Code, Section 25316 of the California Health & Safety Code, and in the regulations adopted and publications promulgated pursuant to them, or any other federal, state, or local environmental laws, ordinances, rules, or regulations concerning the environment, industrial hygiene or public health or safety now in effect or enacted after this date.
- 4.2.6. Billboards and Signs. Tenant may construct, install and maintain a monument sign for the Project and during construction temporary signage, subject to the prior written consent of the County which shall not be unreasonably withheld.
- 4.2.7. Waste; Nuisance. Tenant shall not knowingly and intentionally use the Premises in any manner that will constitute waste. Tenant shall not habitually and continuously use the Premises for the manufacture or mixing of anything that might emit any unreasonable odor or objectionable odor, noises or lights onto adjacent properties.

4.2.8. Requests from Real Estate Manager. Tenant shall cooperate with any reasonable request from County's Real Estate Manager regarding use of the Property or operations at the Property.

4.2.9. Access to Premises. Tenant shall have the right to access the Premises via Russell Avenue

4.3. Reservations to County.

4.3.1. County's Right to Grant Easements. County shall have the right, at its sole cost and expense, to install, lay, construct, maintain, repair and operate such sanitary sewers, drains, storm water sewers, pipelines, manholes, connections; water, oil and gas pipelines; and telephone and telegraph power lines and such other appliances and appurtenances necessary or convenient to use in connection therewith, over, in, upon, through, across and along the Premises or any part thereof, as will not interfere with Tenant's operations hereunder and to enter thereupon for any and all such purposes, and so long as County restores, at its sole cost and expense, the condition of the Premises and any structures and improvements thereon to their original condition. County also reserves the right to grant franchises, easements, rights-of-way and permits in, over, and upon, along or across any and all portions of said Premises as County may elect as will not interfere with Tenant's operations hereunder and to enter thereupon for any and all such purposes, and so long as County restores, at its sole cost and expense, the condition of the Premises and any structures and improvements thereon to their original condition. In addition, County reserves the right to enter and have access to the Property in order to make, construct or carry out improvements as will not interfere with Tenant's operations hereunder and to enter thereupon for any and all such purposes, and so long as County restores, at its sole cost and expense, the condition of the Premises and any structures and improvements thereon to their original condition. County will cause the surface of the Premises and the condition of any improvements and structures thereon to be restored as close as reasonably possible to their original condition upon the completion of any construction done pursuant to this Section. County agrees that any right set forth in this Subsection 4.3.1 shall not be exercised unless a prior written notice of thirty (30) days is given to Tenant. However, if such right must be exercised by reason of emergency, County will give such notice in writing as is possible under the existing circumstances. County shall exercise its best efforts to avoid unreasonable interference with Tenant's operations or enjoyment of the Premises or impairment of the security of any secured creditor in its exercise of rights pursuant to this Section. In the

event any activity undertaken by reason of this Subsection interferes with Tenant's use of the Premises and such interference continues for five (5) or more days, the rent due pursuant to this Lease shall be abated to the extent of such interference for such period; provided, however, in the event any activity undertaken by reason of this Subsection substantially and interferes with Tenant's use of the Premises and the satisfaction of the Project's purposes, and such interference continues for thirty (30) or more days, Tenant shall have the right, but not the obligation, to terminate this Lease. Under no circumstance shall such interference increase the Term of this agreement.

4.3.2. Operational Requirements of County. Tenant and County recognize and agree that the County shall be provided unimpeded emergency and turnaround vehicle access as approved by the Authority Having Jurisdiction to the North entrance to the County of Sonoma Fleet Facility. Tenant and County further agree to make reasonable efforts to develop and use the Premises in a manner that assures emergency and turnaround vehicle access to the adjacent Fleet Facility shall not be impeded.

4.3.3. Other Rights. All oil, gas, geothermal and mineral rights are expressly reserved from this Lease.

4.3.4. County's Right to Inspections. County, acting through its Real Estate Manager or other duly authorized representative, shall upon providing Tenant 48 hour notice, have the right to enter upon the Premises at any and all reasonable times throughout the Lease term for the purpose of inspecting the same, and for posting any notices required or permitted under law, except in the case of emergencies as determined by Director of General Services, in which case reasonable notice shall be provided.

5. IMPROVEMENTS

5.1. County Improvements. Prior to delivery of Premises to Tenant County shall remove and dispose of above-ground improvements currently located at the Premises. Such improvements shall be defined as and limited to residential structures and associated improvements including hardscape, landscape, allied non-residential structures and above ground utilities related structures. County does not warrant that the resulting site shall be suitable for Uses intended by the Tenant. Tenant shall be solely and exclusively responsible for preparation and development of the site for Uses described at Section 4.

5.2. Tenant's Right to Construct Project Improvements. Within one hundred eighty (180) days after the Commencement Date, Tenant shall construct the improvements necessary to meet the Project purposes.

5.3. Approval and Development of Project Improvement Plans by Tenant.

The County and Tenant will cooperate in the development by Tenant of plans and specifications for the Project Improvements to the Premises. The "Project Improvements" shall include "Permanent Improvements" and the Tiny Homes. Tenant shall be solely and exclusively responsible for obtaining all necessary approvals for the Project. Exhibit D shall include Tenant's preliminary plans and specifications (schematic) and a cost estimate of the Project Improvements. The Project shall reasonably comply with the conceptual plans contained in the Tenant's application to the County unless otherwise impracticable, and shall be consistent with County's reservation of access rights under Section 4.3.2 hereof. All infrastructure improvements, as further described in Exhibit D-1 attached hereto, shall become Permanent Improvements. Upon expiration of the Term County shall have the right, but not the obligation to purchase such Permanent Improvements as more particularly described in Section 7.2. Tenant shall own all Tiny Homes and related improvements, as further described in Exhibit D-2 attached hereto and shall remove such improvements at the expiration of the term of the Lease. Tenant shall obtain the County's prior written approval, which permission shall not be unreasonably withheld, of the plans for all improvements prior to submittals of applications for permits from the County's Permit and Resources Management Department ("PRMD"). Submission of plans to County for any units in excess 12 shall require the prior completion of the statutorily required CEQA analysis.

5.4. Conditions of Project Improvements Construction. Before the any construction of the Project Improvements is commenced on the Premises, and before any building materials have been delivered to the Premises by Tenant, or under Tenant's authority, Tenant shall comply with all of the following conditions, or procure County's written waiver, which shall not be unreasonably withheld, of the condition, or conditions, specified in the waiver:

5.4.1. Plans and Specifications. Tenant shall deliver to the County a copy of permits issued for construction of the Project Improvements and two (2) sets of the plans and specifications approved by the County's Permit and Resource Management Department ("PRMD").

5.4.2. Notice of Intent to Construct. Tenant shall notify County of Tenant's intention to commence a work of improvement at least ten (10) days before commencement of

such work, or delivery of any materials. The notice shall specify the approximate location and nature of the intended improvements. County shall have the right to post, and maintain, on the Premises, any notices of nonresponsibility provided for under applicable law, and to inspect the Premises in relation to the construction, at all reasonable times. Tenant shall keep the Premises safe and shall take all reasonable measures to prevent harm, or injury, to persons entering on, or near, the construction site.

- 5.4.3. Compliance with Regulations. Tenant shall procure and deliver to County, at Tenant's expense, evidence of compliance with all then applicable codes, ordinances, regulations, and requirements for permits and approvals, including, without limitation, environmental approval, any required zoning or planning approval of the County of Sonoma, grading permit, building permit and any other approvals from governmental agencies or bodies having jurisdiction. Upon the reasonable request of Tenant, the General Services Department will reasonably cooperate with and assist Tenant in connection with any applications for permits or other governmental approvals required of Tenant in connection with construction of the improvements.
- 5.4.4. Insurance. Tenant shall maintain insurance as described in Exhibit E, attached hereto.
- 5.5. Soil Conditions. County makes no covenants or warranties respecting the condition of the soil, or sub-soil, or any other condition of the Premises. Tenant shall have the right to conduct any tests, at Tenant's sole cost and expense, it deems to be necessary to determine the condition of the soil. A copy of such soils report, if any, shall be provided to County prior to the Commencement Date.
- 5.6. Tenant's Right to Grant Easements. County grants to Tenant the right to grant public entities or public service corporations, for the purpose of serving only the Premises, rights-of-way or easements on, or over, the Premises, for poles or conduits, or both, for telephone, electricity, water, sanitary or storm sewers, or both, and for such other utilities or special district services subject to County's prior written approval.
- 5.7. Diligent Prosecution to Completion. Once the work is begun, Tenant shall, with reasonable diligence, prosecute to completion of all construction of improvements, additions or alterations. Construction required at the inception of this Lease shall be completed and ready for use within Six (6) months after the commencement of construction, provided that the time for completion shall be extended for as long as the Tenant shall be prevented from completing the construction by delays beyond Tenant's control, but failure, regardless of cause, to complete construction within Twelve (12) months following the Commencement Date shall, at County's election, exercised by notice, terminate this Lease; provided, however, in the event of any such termination of this Lease by County, this Lease shall become void, and Tenant's liability for damages

shall be limited to the actual reasonable cost of restoring the Premises to the original condition, wear and tear excepted, prior to the Commencement Date. Tenant's obligation to complete the construction of the improvements within the time specified herein shall not be extended for any reason except delays caused by strikes, lockouts, fires, floods, war or civil disorder. All work shall be performed in a good and workmanlike manner and free of substantial defects, shall comply with the approved plans and specifications submitted to County as required by this Lease, and shall comply with all applicable governmental permits, laws, ordinances and regulations.

- 5.8. Protection of County Against Cost or Claim. No reference to the Mechanic's Lien Law made in this Lease shall be construed to be an agreement or an acknowledgment that such law applies to improvements constructed pursuant to this Lease, or that such improvements are, or are not, public works. Tenant shall pay, or caused to be paid, the total cost and expense of all works of improvement, as that phrase is defined in the Mechanics' Lien Law (commencing with California Civil Code Section 3109). No such payment shall be construed as rent. Tenant shall not suffer or permit to be enforced against the Premises, or any part of it, any recorded mechanic's, materialman's, contractor's or subcontractor's lien, arising from any work of improvement, however it may arise. However, Tenant may, in good faith, and at Tenant's own expense, contest the validity of any such asserted lien, claim, or demand, provided Tenant has furnished, within ten (10) days of recordation of such a lien, the bond required in Civil Code Section 3143 (or any comparable statute hereafter enacted for providing a bond freeing the premises from the effect of such a lien claim.) Tenant shall defend and indemnify County against all liability and loss of any type, arising out of work performed on the Premises by Tenant, together with reasonable attorney's fees and all costs and expenses incurred by County in negotiating, settling, defending, or otherwise protecting against such claims; provided, however, that the County shall not negotiate or settle any such liability or loss of any type without first securing in each instance the specific written consent of Tenant.
- 5.9. County's Right to Discharge Lien. If Tenant does not cause to be recorded the bond described in California Civil Code Section 3143, or otherwise protect the Premises under any alternative or successor statute, and a final judgment has been rendered against Tenant by a court of competent jurisdiction for the foreclosure of a mechanic's, materialman's, contractor's or subcontractor's lien claim, and if Tenant fails to stay the execution of the judgment by lawful means or to pay the judgment, County shall have the right, but not the duty, to pay or otherwise discharge, stay, or prevent the execution of any such judgment or lien or both. Tenant shall reimburse County for all sums paid by County under this Section 5.8, together with all County's attorneys' fees and costs, plus interest on those sums, fees and costs.
- 5.10. Notice of Completion. On completion of any substantial work of improvement during the term, Tenant shall file, or cause to be filed, a notice of completion.

- 5.11. As Built Plans. On completion of any work of improvement, Tenant shall supply County with "as built" drawings accurately reflecting any changes in the plans.

6. MAINTENANCE, ALTERATIONS

- 6.1. As-Is Condition. Except as provided in Sections 5.1 and 11, Tenant hereby acknowledges that neither the County nor anyone acting for or on behalf of the County, has made any representation, warranty or promise to Tenant concerning the physical aspects or condition of any portion or part of the Premises or improvements, the feasibility, desirability or convertibility of the Premises into any particular use, the conditions of the soil, subsoils, ground water, or surface waters or the presence or absence of any toxic waste or hazardous substances or material, and that by entering into this Lease has not relied on any representation, statement or warranty of the County, or anyone acting for or on behalf of the County, and that all matters concerning the Premises shall be independently verified by Tenant, and that Tenant shall lease the Premises on Tenant's own examination thereof, AND THAT TENANT IS LEASING THE PREMISES IN AS IS PHYSICAL CONDITION AND "AS IS" STATE OF REPAIR. Tenant does hereby waive, with respect to conditions existing as of the date of this Lease, and the County does hereby disclaim all warranties of any type or kind of description, with respect to conditions existing as of the date of this Lease, including, without limitation, but only those with respect to conditions existing as of the date of this Lease, those of fitness for particular purpose, tenantability, habitability and use. Tenant hereby expressly assumes the risk that adverse physical conditions existing as of the date of this Lease and the full extent thereof, may not be revealed by Tenant's inspections, reviews and studies of the Premises, except and excluding any and all matters relating to or arising from any Hazardous Materials, other than former war materials, which are or were existing, released, or discharged on, to, or in the Premises at any time prior the Commencement Date. It is an expressly bargained-for agreement herein that Tenant shall be responsible, at Tenant's sole cost and expense, for causing the improvements constructed by Tenant on the Premises to comply in all respects with all applicable federal, state or local laws, rules, ordinances, policies and guidelines, whether presently existing or enacted in the future.
- 6.2. Tenant's Duty to Maintain Premises. Throughout the term, Tenant shall, at Tenant's sole cost and expense, maintain the Premises and all improvements in good condition and repair, and in accordance with (a) all applicable federal, state and local laws, rules, ordinances, orders, regulations and other requirements, and (b) the requirements of all applicable insurance policies. It is the specific, bargained-for intent of the parties hereto that Tenant's maintenance and repair obligations shall be absolute and total, except for any maintenance or repair work caused by or arising from the sole negligence or willful misconduct of County, its agents, employees, or representatives, and that County shall have no obligation or responsibility for such work, and that this provision has been specifically negotiated by the parties and the rent payable by Tenant reflects this negotiation. Any Casualty Loss (as defined in Subsection 6.5.3 below) to

any part or portion of the Premises caused by the willful or negligent act or omission of Tenant or Tenant's employees, agents, contractors, licensees, directors, officers, partners, trustees, visitors or invitees, shall be promptly repaired by Tenant at Tenant's sole cost and expense, to the satisfaction of County. County may (but shall not be obligated to) make any repairs which are not made by Tenant within a reasonable amount of time (except in the case of emergency when such repairs can be made immediately), and charge Tenant for the actual reasonable cost of such repairs as additional rent. Tenant shall be solely responsible for the design and function of all improvements constructed on the Premises by Tenant.

- 6.3. Alterations. Following the construction of the Project Improvements, County's approval is not required for Tenant's minor repairs, alterations, or additions to the Premises. "Minor" means a construction cost not exceeding Ten Thousand Dollars (\$10,000), none of which is derived from funds advanced on the security of an encumbrance on the leasehold or the Premises. "Construction costs" includes all that would constitute the basis of a valid claim or claims under the mechanics' lien laws in effect at the time the work is commenced for any demolition and any removal of existing improvements or parts of improvements as well as for preparation, construction and completion of all new improvements or parts of improvements. "Major" repairs, alterations, or additions are those not defined as minor above. For major repairs, alterations or additions, Tenant shall comply with all conditions of major construction elsewhere in this Lease. Ownership of Project Improvements shall be governed solely by Section 7.2 Any other alterations made shall remain on and be surrendered at the expiration or sooner termination of the term; provided, however, that County may, at County's sole election, demand the removal from the Premises of all fixtures and improvements or of certain fixtures or improvements or both as specified in the notice provided for below.
- 6.4. Utilities. County shall not be responsible for furnishing any utilities or services to the Premises Tenant shall bear all costs directly or indirectly associated with any and all utilities required for Tenant's use of the Premises.
- 6.5. Damage and Destruction. It is the intent of the parties that Tenant shall be responsible but shall have no obligation for the repair and restoration of the Premises, and any part thereof, in the event of any Casualty Loss, regardless of when it occurs during the term. No damages, compensation or claim shall be payable by County for any inconvenience, any interruption or cessation of Tenant's business, or any annoyance, arising from any damage to or any destruction of all or any portion of the Premises, except and excluding any damage or any destruction caused by the negligence or willful misconduct of County, its officers, agents, employees or representatives. Tenant shall not receive any abatement in or reduction of rent as a result of any damage or destruction to the Premises or any loss of use of the Premises (or any part thereof) as a result thereof; provided, however, Tenant shall be entitled to damages for any loss of use and/or enjoyment of the Premises caused by the gross negligence or willful misconduct of County, its officers, agents, employees, or representatives.

7. OWNERSHIP OF IMPROVEMENTS

- 7.1. During Term. All improvements constructed by the Tenant on County property whether located on the Premises and/or appurtenant to the Premises whether permitted by this Lease or by Tenant or by any other person or body shall be owned by Tenant.
- 7.2. Ownership of Improvements at the Term of the Lease. The ownership of improvements at the term of the lease shall be determined pursuant to this Section and 5.3. At the sole and exclusive option of the County, all or any Permanent Improvements may, in exchange for reasonable compensation, become the County's sole and exclusive property free and clear of all claims, liens, encumbrances or obligations to or against such improvements by Tenant or any other person, and Tenant shall indemnify County against any and all liability and/or loss arising from such claims for from County's exercise of any rights conferred by this Section 7.2. In the event, however, that the number of Tiny Houses at Termination built on the site by the Tenant does not exceed twelve (12), and Permanent Improvements have been installed by Tenant to service additional but uninstalled units, the County shall reimburse the Tenant for actual and reasonable incurred costs of those excess Permanent Improvements constructed by Tenant, as demonstrated by invoices provided by Tenant.

8. INSURANCE

- 8.1. Duty to Maintain Insurance. Tenant shall maintain insurance as described in Exhibit E, attached hereto.

9. INDEMNITY; EXCULPATION

- 9.1. Indemnity. Tenant will indemnify, hold harmless and defend County, its agents and employees, from and against any and all actions, claims, damages, disabilities or expenses including, without limitation, attorneys' fees, witness costs and court costs that may be asserted by any person or entity, including Tenant, arising out of or in connection with any of the following circumstances:
- 9.1.1. Use of Premises. Use of the Premises or Property in any manner by Tenant, its agents, employees, invitees, subtenants, licensees and contractors, and the agents, employees, patrons, contractors and invitees of Tenants and subtenants, including any use of the Premises or the Property not allowed under this Lease.

9.1.2. Breach by Tenant. Any breach by Tenant of the terms, covenants or conditions herein contained.

9.1.3. Approval of Lease or Permit. Any action, claim, damage or expense arising out of the County's approval of this Lease or any permit issued in connection with the construction of any improvements.

9.1.4. Other Activities. Any other activities of Tenant, its agents, employees and subtenants whether or not there is concurrent negligence on the part of the County, but excluding liability due to the sole active negligence or sole willful misconduct of County. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for Tenant or its agents under workers' compensation acts, disability benefit acts or other employee benefit acts.

9.2. Exculpation of County. Except as provided in this Lease, County, its officers, agents, and employees, shall not be liable to Tenant for any loss or damage to Tenant or Tenant's property from any cause. Tenant expressly waives all claims against County, its officers, agents, and employees, for injury or damage to person or property arising for any reason regardless of whether or not there is concurrent passive or active negligence of County, its officers, agents, and employees, unless such injury or damage is caused by or due to the gross negligence or willful misconduct of County, its officers, agents, and employees.

10. ASSIGNMENT AND SUBLEASING; FINANCING

10.1. Restricted Transfers.

10.1.1. Consent Required; Definition of "Transfer". Tenant shall obtain County's written consent, which consent shall not be unreasonably withheld, before entering into or permitting any Transfer. A "Transfer" consists of any of any assignment, mortgage, pledge, encumbrance, or other transfer of any interest in this Lease whether voluntary or, involuntary and whether effected by death, operation of law, or otherwise. It shall not include any sublease or occupancy of the Tiny Homes by CHSC's tenant or its employees.

10.1.2. Transferee Any person to whom any Transfer is made or sought to be made is a "Transferee"

10.1.3. County's Remedies. If a Transfer fails to comply with this Article 10, County may, at its option, do either or both of the following: (a) void the Transfer or (b) declare Tenant in default under Section 11.1 if Tenant fails or refuses to

rescind or revoke the Transfer within thirty (30) days of written notice to Tenant from County.

10.2. Limits of Consent. If County consents to any Transfer, the following limits apply:

10.2.1. County does not agree to waive or modify the terms and conditions of this Lease.

10.2.2. County does not, by consenting to any Transfer, thereby consent to any further Transfer by either Tenant or Transferee.

10.2.3. Tenant remains liable under this Lease, and any guarantor of the Lease remains liable under the guaranty.

10.3. County's Consent.

10.3.1. Reasonable Consent. County may not unreasonably withhold its consent to any proposed Transfer that complies with this Article 10. Reasonable grounds for denying consent include any of the following:

4.3.1.a. Transferee's intended use of the Premises is: inconsistent with the permitted use or will adversely affect County's interest;

4.3.1.b. The Transfer would cause County to violate another lease or agreement in which County is a party.

10.4. Tenant's Indemnity. Tenant shall indemnify, defend, and hold harmless County from and against all claims by any third party (including the proposed Transferee) arising out of the County's consideration and/or procedure involved in any consent to a Transfer.

10.5. Encumbrance of Leasehold. Tenant may encumber the leasehold estate with financing approved by the County's Community Development Commission. Upon approval, Tenant shall provide County a copy of financing agreements. Terms of such encumbrance shall not extend beyond lease Term, unless otherwise authorized by SCDC or any other lender.

11. COUNTY'S REPRESENTATIONS AND WARRANTIES

11.1. County represents that it owns the Premises in fee simple. County further represents that it has the right to make this Lease.

- 11.2. Subject to improvements made by County to the site as described at Section 5.1 County Improvements, County shall maintain the Premises in its present state of repair and condition up to the time the possession of the Premises is delivered by County to Tenant.
- 11.3. Tenant shall at all times during the Lease term and any extension or renewal thereof peaceably and quietly have, hold, and enjoy the Premises without any disturbance from County or any other person claiming through it, except as explicitly permitted by this Lease.
- 11.4. Tenant, and his agents, employees, and invitees, shall at all times have access to the Premises and shall be authorized and permitted to travel upon and cross over other property at the Property in connection therewith, subject to the reasonable and necessary regulations applicable to all persons which are or have been duly adopted for the governance of the Property.

12. DEFAULTS AND REMEDIES

- 12.1. Tenant's Default. The occurrence of any of the following shall constitute a default by Tenant under this Lease:
 - 12.1.1. Tenant's failure to perform any obligation under this Lease if, for thirty (30) days after written notice of the failure from County to Tenant, Tenant fails to commence in good faith to perform such obligation;
 - 12.1.2. Tenant's abandonment of the Premises;
 - 12.1.3. To the extent permitted by law: (1) a general assignment by Tenant or any guarantor of the Lease for the benefit of creditors; (2) the filing by or against Tenant, or any guarantor, of any proceeding under an insolvency or bankruptcy law, unless (the case of an involuntary proceeding) the proceeding is dismissed within one hundred eighty (180) days; (3) the appointment of a trustee or receiver to take possession of all or substantially all of the assets of Tenant or any guarantor, unless possession is unconditionally restored to Tenant or that guarantor within ninety (90) days and the trusteeship or receivership is dissolved; or (4) any execution or other judicially authorized seizure of all or substantially all the assets of Tenant located on the Premises, or of Tenant's interest in this Lease, unless that seizure is discharged within ninety (90) days.
- 12.2. Replacement of Statutory Notice Requirements. When this Lease requires service of a notice, that notice shall replace rather than supplement any equivalent or similar statutory notice, including any notices required by Code of Civil Procedure Section 1161

or any similar or successor statute. When a statute requires service of a notice in a particular manner, service of that notice (or a similar notice required by this Lease) in the manner required by Article 13 shall replace and satisfy the statutory service-of-notice procedures, including those required by code of Civil Procedure Section 1162 or any similar or successor statute.

12.3. County's Remedies on Tenant's Default. On the occurrence of a default specified in Section 12.1 of this Lease by Tenant, County shall have the right to pursue any one or more of the following remedies in addition to any other remedies now or later available to County at law or in equity. These remedies are not exclusive but cumulative.

12.3.1. Intent to Terminate. If County claims that Tenant's default under this Lease justifies County's terminating the Lease and recovering possession of the Premises or continuing the Lease in effect, County must serve a notice of intent to terminate ("Termination Notice") on Tenant. The Termination Notice must:

12.3.1.a. Provide any notice and opportunity to cure afforded Tenant by any provision of this Lease;

12.3.1.b. Identify each of the provisions of this Lease the Tenant has failed to perform;

12.3.1.c. Identify, for each of the specified provisions that County claims Tenant has failed to perform, the specific breach and expected cure; and

12.3.1.d. Identify the termination date of the Lease which must be no less than sixty (60) days or more than ninety (90) days after County's service of the Termination Notice.

If good cause for terminating this Lease exists under California case or statutory law when County serves Tenant with the Termination Notice, and the same good cause still exists thirty (30) days after service, this Lease shall terminate on the termination date set forth in the Termination Notice. Notwithstanding anything stated to the contrary in this Lease, this Section 12.3.1 shall not apply to a default by Tenant under Section 12.1(a).

12.3.2. Termination of Lease. County may terminate this Lease and recover possession of the Premises. Once County has terminated this Lease, Tenant shall immediately surrender the Premises to County. On termination of this Lease, County may recover from Tenant all of the following:

- 12.3.2.a. Recovery of Costs to restore the site to its condition prior to Tenant's occupancy of the premises, subject to Section 7.2 and Section 5.3
- 12.3.3. Continuation of Lease in Effect. County shall have the remedy described in Civil Code Section 1951.4, which provides that when a tenant has the right to sublet or assign (subject only to reasonable limitations), the County may continue the lease in effect after the tenant's breach and abandonment and recover rent as it becomes due. Accordingly, if County does not elect to terminate this Lease on account of any default by Tenant, County may enforce all of County's rights and remedies under this Lease, including the right to recover all rent as it becomes due.
- 12.3.4. Tenant's Subleases. Whether or not County elects to terminate this Lease on account of any default specified in Section 12.1 by Tenant, County may:
 - 12.3.4.a. Terminate any sublease, license, concession, or other consensual arrangement for possession entered into by Tenant and affecting the Premises;
- 12.4. Form of Payment After Default. If Tenant draws a check on an account with insufficient funds, County shall have the right to require that any subsequent amounts paid by Tenant to County under this Lease (to cure a default or otherwise) be paid in the form of cash, money order, cashier's or certified check drawn on an institution reasonably acceptable to County.
- 12.5. Efforts to Relet. For purposes of this Article 12, Tenant's right to possession shall not be considered to have been terminated by County's efforts to relet the Premises, by County's acts of maintenance or preservation with respect to the Premises, or by appointment of a receiver to protect County's interest under this Lease.
- 12.6. Acceptance of Rent Without Waiving Rights. County may accept Tenant's payments without waiving any rights under this Lease, including rights under a previously served notice of default. If County accepts payments after serving a notice of default, County shall not thereafter commence and pursue an action to enforce rights and remedies under the previously served notice of default.
- 12.7. County's Default. County's failure to perform any of its obligations under this Lease shall constitute a default by County under the Lease if the failure continues for thirty (30) days after written notice of the failure from Tenant to County. If the required performance cannot be completed within thirty (30)

days, County's failure to perform shall constitute a default by County under this Lease unless County undertakes to cure the failure within thirty (30) days and diligently and continuously attempts to complete this cure as soon as reasonably possible. In the event County disputes that it is in default, County shall have the right to initiate an arbitration proceeding in accordance with Article 15.

12.8. Tenant's Remedies on County's Default. On the occurrence of a default specified in Section 12.7 of this Lease by County, Tenant shall have the right to terminate this Lease in accordance with Section 12.8.1 below

12.8.1. Termination. If Tenant claims that County's default under this Lease justifies Tenant's terminating the Lease and vacating the Premises, Tenant must serve a notice of intent to terminate ("Termination Notice") on Landlord. The Termination Notice must:

12.8.1.a. Provide the notice and opportunity to cure a default required by Section 12.7, along with a statement of Tenant's intention to terminate this Lease and to vacate the Premises;

12.8.1.b. Identify each of the provisions of this Lease that County has failed to perform;

12.8.1.c. Identify, for each of the specified provisions that County has failed to perform, the specific breach and the expected cure; and

12.8.1.d. Identify the termination date of this Lease, which must be no less than sixty (60) days or more than ninety (90) days after Tenant's service of the Termination Notice.

If good cause for terminating this Lease exists under California case or statutory law when Tenant serves County with the Termination Notice, and the same good cause still exists thirty (30) days after service, this Lease shall terminate on the termination date set forth in the Termination Notice. Tenant waives all other rights to terminate this Lease and vacate the Premises on the occurrence of County's default without further liability to County. Tenant must surrender possession of the Premises to County on or before the termination date. Tenant waives all rights and remedies under the Termination Notice if Tenant fails to vacate and surrender the Premises to County on or before the termination date. Tenant must continue to pay County rent when due and must continue to perform all other obligations under this Lease until the termination date. Tenant acknowledges that County's breach of any provision of this Lease, including a provision identified in the Termination Notice, is not a defense to an unlawful detainer action. The amount of any rent due before the termination date that

would be for a period shorter than one calendar month shall be prorated as provided in Section 3.6.

13. CONDEMNATION

13.1. Definitions. The following definitions apply in construing provisions of this Lease relating to a taking of or damage to all or any part of the Premises or any interest in them by eminent domain or inverse condemnation:

13.1.1. "Taking". "Taking" shall mean a taking or damaging, including severance damage, by eminent domain or by inverse condemnation or for any public or quasi-public use under any statute. The transfer of title may be either a transfer resulting from the recording of a final order in condemnation or a voluntary transfer or conveyance to the condemning agency or entity under threat of condemnation, in avoidance of an exercise of eminent domain, or while condemnation proceedings are pending. The taking shall be considered to take place as of the later of: (a) the date actual physical possession is taken by the condemnor; or (b) the date on which the right to compensation and damages accrues under the law applicable to the Premises.

13.1.2. "Total Taking". "Total Taking" shall mean the taking of the fee title to all the Premises, which shall be considered to include any off-site improvements effected by Tenant to serve the Premises.

13.1.3. "Substantial Taking". Shall mean the taking of so much of the Premises or both so that the remaining Premises would not be economically and feasibly usable by Tenant.

13.1.4. "Partial Taking". "Partial Taking" shall mean any taking of the fee title that is not either a total or substantial taking.

13.1.5. "Notice of Intended Taking". "Notice of Intended Taking" shall mean any notice of notification on which a reasonably prudent person would rely and which they would interpret as expressing an existing intention of taking as distinguished from a mere preliminary inquiry or proposal. It includes but is not limited to the service of a condemnation summons and complaint on a party to this Lease. The notice is considered to have been received when a party to this Lease receives from the condemning agency or entity a notice of an intent to take, in writing, containing a description or map of the taking reasonably defining the extent of the taking.

- 13.1.6. "Award". "Award" shall mean compensation paid for the taking whether pursuant to judgment or by agreement otherwise.
- 13.2. Notice to the Other Party. The party receiving any notice of the kinds specified below shall promptly give the other party notice of the receipt, contents and date of the notice received: (a) notice of intended taking; (b) service of any legal process relating to condemnation of the Premises; (c) notice in connection with any proceedings or negotiations with respect to such a condemnation; or (d) notice of intent or willingness to make or negotiate a private purchase, sale or transfer in lieu of condemnation.
- 13.3. Representative of Each Party. County, Tenant and all persons and entities holding under Tenant, including a leasehold mortgagee, shall each have the right to represent their respective interest in each proceeding or negotiation with respect to a taking or an intended taking and to make full proof of their claims. No agreement, settlement, sale or transfer to or with the condemning authority shall be made without the consent of County and Tenant. County and Tenant agree to execute and deliver to the other any instruments that may be required to effectuate or facilitate the provisions of this Lease relating to condemnation.
- 13.4. Total Taking. On a total taking, Tenant's obligation to pay rent shall terminate on the date of the taking, and the Tenant's interest in the leasehold shall continue until the taking is completed by deed, contract, or final order except as provided otherwise herein. In any such taking, Tenant shall become a necessary party thereto.
- 13.5. Substantial Taking. If the taking is a substantial taking under the definition above, Tenant may, by notice to County given within thirty (30) days after Tenant receives notice of the intended taking, elect to treat the taking as a substantial taking. If Tenant does not so notify County, the taking shall be deemed a partial taking. If Tenant gives such notice and County gives Tenant notice disputing Tenant's contention within thirty (30) days following Tenant's notice, the dispute shall be promptly determined by arbitration in the manner hereinafter provided in Article 14. If County gives no such notice, the taking shall be considered a substantial taking. A substantial taking shall be treated as a total taking if Tenant delivers possession of the Premises as herein provided to County within sixty (60) days after determination that the taking was a substantial taking, and if Tenant is not in default under the Lease and has complied with all Lease provisions concerning apportionment of the award. If

these conditions are not met, the taking shall be treated as a partial taking. In any such taking, Tenant shall become a necessary party thereto.

13.6. Distribution of Award Upon Total or Substantial Taking. In the event of a total or substantial taking, all sums, including damages and interest, awarded for the fee or the leasehold or both shall be deposited promptly with a neutral escrow holder and shall be distributed and disbursed in the following manner:

13.6.1. Tenant Compensation. Tenant shall be entitled to that portion of said compensation or award which is computed and paid for the loss of use of improvements constructed by Tenant. The amount to which Tenant shall be entitled hereunder shall not exceed the market value at the time of the taking of improvements constructed by Tenant.

13.6.2. County Compensation. County shall be entitled to the full remainder and balance, if any, of any such payments, damages or awards.

13.7. Possession of the Premises on Total or Substantial Taking. Tenant may continue to occupy the Premises and improvements until the condemner takes physical possession. However, at any time following notice of intended total taking, or within the time limits specified for delivering possession in the provision on substantial taking, Tenant may elect to deliver possession of the Premises to County before the actual taking. The election shall be made by notice declaring the election and covenanting to pay all rents required under this Lease to the date of taking. Tenant's right to apportionment of or compensation of or compensation from the award shall then accrue as of the date the Tenant goes out of possession.

13.8. Partial Taking.

13.8.1. Effect on Rent. Not Applicable

13.8.2. Restoration of Improvements. Promptly after a partial taking, at Tenant's expense and in the manner specified in provisions of this Lease relating to maintenance, repair and alterations, Tenant shall repair, alter, modify or reconstruct the improvements so as to make them reasonably suitable for Tenant's continued occupancy for the uses and purposes for which the Premises are leased, provided that if the reasonably estimated cost of the work represents twenty-five percent (25%) of the original actual cost on a fully depreciated basis of the improvements before the taking, Tenant may, in the manner provided for a substantial taking, elect to treat the taking as a substantial taking. If Tenant does not repair, alter, modify

or reconstruct as provided above, the cost of such repair shall be deducted from Tenant's share of the award and paid to County.

13.8.3. Apportionment, Distribution of Award for Partial Taking.

Notwithstanding anything provided for hereinabove, on a partial taking, all sums, including all payments, damages or awards, for the fee title or the leasehold or both, shall be deposited promptly with a neutral escrow holder in trust, and shall be distributed and disbursed in the following order of priority:

13.8.3.a. First, to the cost of restoring the leasehold improvements, plus any amount assessed, awarded, paid or incurred to remove or relocate subtenants, plus any amounts specifically awarded and so designated in the award for detriment to their business;

13.8.3.b. Second, to County any expenses or disbursements reasonably and necessarily incurred or paid by or on behalf of County for or in connection with the condemnation proceedings;

13.8.3.c. Third, to Tenant any expenses or disbursements reasonably and necessarily incurred or paid by or on behalf of Tenant for or in connection with the condemnation proceedings; and

13.8.3.d. Fourth, the balance of the award shall be divided between the County and Tenant as the parties then agree to be just and equitable under all the circumstances, regardless of any technical rule of law, and in consideration of all circumstances, including but not limited to the value of the Premises as unimproved property; the difference, if any, between the commercial rental value and the rent under this Lease; Tenant's rent obligations under this Lease following a taking, the rights of any mortgagees hereunder, the economics of operating any remaining portion of the Premises, costs of restoration, and the balance of the remaining term. If County and Tenant do not agree within sixty (60) days after the amount of the award is finally determined, the undecided question shall be decided by arbitration in the manner provided in Article 15.

13.9. Limited Taking - Taking of Less Than Fee Title. On the taking, other than a temporary taking, of less than a fee title interest in the Premises or improvements or both, the question whether the taking is total, substantial or partial, and the effects on term, rent and apportionment of award shall be determined by arbitration in the manner provided in Article 15.

13.10. Taking for Temporary Use. On any taking of the temporary use of all or any part or parts of the Premises for a period or of any estate less than a fee, ending on or before the expiration date of the term, neither the term nor the rent shall be reduced or affected in any way, and Tenant shall be entitled to any award for the use or estate taken. If a result of the taking is to necessitate expenditure for changes, repairs, alterations, modifications or reconstruction of the improvements to make them economically viable and a practical whole, Tenant shall receive, hold and disburse the award in trust for such work. At the completion of the work and the discharge of the premises and improvements from all liens and claims, Tenant shall be entitled to any surplus and shall be liable for any deficit. If any such taking is for a period extending beyond the expiration date of the term, the taking shall be treated under the foregoing provisions for total, substantial and partial takings.

14. NOTICES

14.1. Notices. All notices (including requests, demands, approvals, or other communications) under this Lease shall be in writing.

14.1.1. Method of Delivery. Notice shall be sufficiently given for all purposes as follows:

14.1.1.a. When personally delivered to the recipient, notice is effective on delivery.

14.1.1.b. When mailed first class to the last address of the recipient known to the party giving notice, notice is effective on delivery.

14.1.1.c. When mailed by certified mail with return receipt requested, notice is effective on receipt if delivery is confirmed by a return receipt.

14.1.1.d. When delivered by overnight delivery with charges prepaid or charged to the sender's account, notice is effective on delivery if delivery is confirmed by the delivery service.

14.1.1.e. When sent by telex or fax to the last telex or fax number of the recipient known to the party giving notice, notice is effective on receipt as long as (1) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery or (2) the receiving party delivers a written confirmation of receipt. Subject to

the foregoing requirements, any notice given by telex or fax shall be considered to have been received on the next business day if it is received after 5 p.m. (recipient's time) or on a non-business day.

14.2. Refused, Unclaimed, or Undeliverable Notices. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be considered to be effective as of the first date that the notice was refused, unclaimed, or considered undeliverable by the postal authorities, messenger, or overnight delivery service.

14.3. Addresses. Addresses for purposes of giving notice are set forth below:

County: County of Sonoma
General Services Department
Real Estate Division
2300 County Center Drive, Suite A200
Santa Rosa, California 95403
Fax: 707-565-2358

Tenant: Community Housing Sonoma County
131-A Stony Circle, Suite 500
Santa Rosa CA 95401
Attn: Paula Cook, Executive Director
Fax: _____

15. ARBITRATION

15.1. Arbitration of Disputes. Any dispute that is required by the express terms of this Lease to be resolved by arbitration shall be resolved by neutral binding arbitration before a panel of three arbitrators unless otherwise agreed, to be held in accordance with the commercial/real estate arbitration rules of the American Arbitration Association or JAMS/Endispute, as the parties may agree. There shall be a panel of three arbitrators; one of which shall be selected by County; one of which shall be selected by Tenant, and the third of which shall be selected by the two arbitrators selected respectively by County and by Tenant. Judgment on the award rendered by the arbitrator(s) may be entered in any Court having jurisdiction over the dispute.

- 15.2. Qualifications of Arbitrators. The arbitrators shall be licensed real estate appraisers familiar with handling commercial lease matters.
- 15.3. Venue. Hearings shall be held in Santa Rosa, California, or another venue determined by mutual agreement of the parties.
- 15.4. Demand and Limitation on Claims. Any demand for arbitration must be made in writing to the other party and to the American Arbitration Association. No demand for arbitration may be made after the date on which the institution of legal proceedings based on the claim, dispute, or other matter is barred by the applicable statute of limitations.
- 15.5. Provisional Remedies. The parties shall each have the right to file with a court of competent jurisdiction an application for temporary or preliminary injunctive relief, writ of attachment, writ of possession, temporary protective order, or appointment of a receiver if the arbitration award to which the applicant may be entitled may be rendered ineffectual in the absence of such relief or if there is no other adequate remedy. This application shall not waive a party's arbitration rights under this Lease.
- 15.6. Powers and Duties of Arbitrators. The arbitrators shall have the power to grant legal and equitable remedies, and award damages, that may be granted or awarded by a judge of the Superior Court of the State of California. The arbitrators shall prepare and provide to the parties a written decision on all matters subject to the arbitration, including factual findings and the reasons that form the basis of the arbitrators' decision. The arbitrators shall be bound by this Lease. The arbitrators shall not have the power to commit errors of law or legal reasoning, and the award of the arbitrators shall be vacated or corrected for any such error or any other grounds specified in Code of Civil Procedure section 1286.2 or section 1286.6. The award of the arbitrators shall be mailed to the parties no later than thirty (30) days after the close of the arbitration hearing. The arbitration proceedings shall be reported by a certified shorthand court reporter. Written transcripts of the proceedings shall be prepared and made available to the parties.
- 15.7. Discovery. The parties shall have the right to discovery in accordance with Code of Civil Procedure Sections 1283.05 and 1283.1 as long as the arbitrators' permission shall not be required to take a discovery deposition and neither party may take more than three depositions without the approval of the other party or the arbitrators. All discovery disputes shall be resolved by the arbitrators.

- 15.8. Application of California Evidence Code. The provisions of the California Evidence Code shall apply to the arbitration hearing.
- 15.9. Costs and Fees of Arbitrators. Costs and fees of the arbitrators shall be borne by the nonprevailing party unless the arbitrators for good cause determine otherwise.
- 15.10. Attorney Fees. The prevailing party shall be awarded reasonable attorney fees, expert and nonexpert witness expenses, and other costs and expenses incurred in connection with the arbitration, in accordance with Section 16.19.

16. MISCELLANEOUS PROVISIONS

- 16.1. Joint and Several Obligations. If Tenant consists of more than one person, the obligation of all such persons is joint and several.
- 16.2. Captions. The captions of the various articles and sections of this Lease are for convenience and ease of reference only and do not define, limit, augment or describe the scope, content, or intent of this Lease or of any part or parts of this Lease.
- 16.3. Gender. The neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter and the feminine includes the neuter, and each includes corporation, partnership or other legal entity when the context so requires.
- 16.4. Singular and Plural. The singular number includes the plural wherever the context so requires.
- 16.5. Exhibits, Addenda. All exhibits and addenda to which reference is made in this Lease are incorporated in the Lease by the respective references to them, whether or not they are actually attached, provided that they have been signed or initialed by the parties. Reference to the "Lease" includes matters incorporated by reference.
- 16.6. Merger. This Lease is intended both as the final expression of the Lease between the parties hereto with respect to the included terms, and as a complete and exclusive statement of the terms of the Lease, pursuant to California Code of Civil Procedure Section 1856. No modification of this Lease shall be effective unless and until such modification is evidenced by a writing

signed by both parties. No promise, representation, warranty or covenant not included in this Lease has been or is relied on by either party. Each party has relied on his own examination of this Lease, the counsel of his own advisors, and the warranties, representations, and covenants in the Lease itself. This Lease shall be construed according to the fair meaning of its language. The rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Lease. The failure or refusal of either party to inspect the Premises, to read the Lease or other documents, or to obtain legal or other advice relevant to this transaction, constitutes a waiver of any objection, contention or claim that might have been based on such reading, inspection or advice.

- 16.7. Successors. Subject to the provisions of this Lease on assignment and subletting, each and all of the covenants and conditions of this Lease shall be binding on and shall inure to the benefit of the heirs, successors, executors, administrators, assigns and personal representatives of the respective parties.
- 16.8. Broker's Commissions; Expenses. Tenant and County mutually covenant that no brokers have been or will be used with respect to this Lease. In the event any broker or finder perfects a claim for a commission or finder's fee based upon any such contract, dealings or communication, the party through whom the broker or finder makes a successful claim shall be responsible for said commission or fee and all costs and any expenses (including reasonable attorneys' fees) incurred by the other party in defending against the same.
- 16.9. Applicable Law and Forum. This Lease shall be construed and interpreted according to California law and any action to enforce the terms of this Lease or for the breach thereof shall be brought and tried in the County of Sonoma.
- 16.10. Covenants and Conditions. All provisions of this Lease, whether covenants or conditions on the part of Tenant, shall be deemed to be both covenants and conditions and such covenants shall survive termination.
- 16.11. Corporate Authority. If Tenant is a corporation, Tenant shall deliver to County upon execution of this Lease, a certified copy of a resolution of its board of directors authorizing the execution of this Lease and naming the officers that are authorized to execute this Lease on behalf of the corporation.
- 16.12. Time of Essence. Time is and shall be of the essence of this Lease and of each and every provision contained in this Lease.

- 16.13. No Discrimination. Tenant shall comply with all applicable federal, state and local laws, rules and regulations regarding nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, sexual orientation, marital status, age, medical condition or disability.
- 16.14. AIDS Discrimination. Tenant has reviewed the provisions of Article II of Chapter 19 of the Sonoma County Code, prohibiting discrimination in housing, employment and services because of AIDS or HIV infection. Tenant agrees to comply with such provisions during the term of this Lease.
- 16.15. No Third Party Beneficiaries. Nothing contained in this Lease shall be construed to create and the parties do not intend to create any rights in third parties.
- 16.16. Construction of Lease: Severability. To the extent allowed by law, the terms, covenants, conditions, provisions and agreements in this Lease shall be construed and given effect in a manner that avoids any violation of statute, regulation or law. County and Tenant covenant and agree that in the event any term, covenant, condition, provision or agreement in this Lease is held to be invalid or void by court of competent jurisdiction, the invalidity of any such term, covenant condition, provision or agreement shall in no way affect any other term covenant, condition provision or agreement in this Lease.
- 16.17. Relationship. The parties intend by this Lease to establish the relationship of County and Tenant only, and do not intend to create a partnership, joint venture, joint enterprise, or any business relationship other than that of County and Tenant.
- 16.18. Waiver of Jury. Tenant and County hereby waive any right to a trial by jury or any litigation arising under this Lease.
- 16.19. Attorneys Fees. If either party undertakes litigation or arbitration against the other party arising out of or in connection with this Lease, the prevailing party shall be entitled to recover from the other party reasonable attorney fees, arbitration costs, and court costs incurred. The prevailing party shall be determined under Civil Code Section 1717(b)(1) or any successor statute.
- 16.20. Standards of Consent. Unless a different standard is expressly set forth herein, any time County's consent is required, County shall not unreasonably withhold such consent.

16.21. Good Faith. County and Tenant shall at all times act in good faith in connection with the exercise and discharge of their respective rights and obligations under the Lease.

IN WITNESS WHEREOF, the parties to this Lease have duly executed this Lease as of the Effective Date.

TENANT: Community Housing Sonoma County, a California nonprofit public benefit corporation

By: _____
Paula Cook, Executive Director

COUNTY: THE COUNTY OF SONOMA, a political subdivision of the State of California

By: _____
Caroline Judy, General Services Director

APPROVED AS TO CONTENT FOR COUNTY:

Marc McDonald Real Estate Manager

APPROVED AS TO FORM FOR COUNTY:

Deputy County Counsel

CERTIFICATES OF INSURANCE ON FILE WITH DEPARTMENT:

EXHIBIT A

DEPICTION OF PREMISES

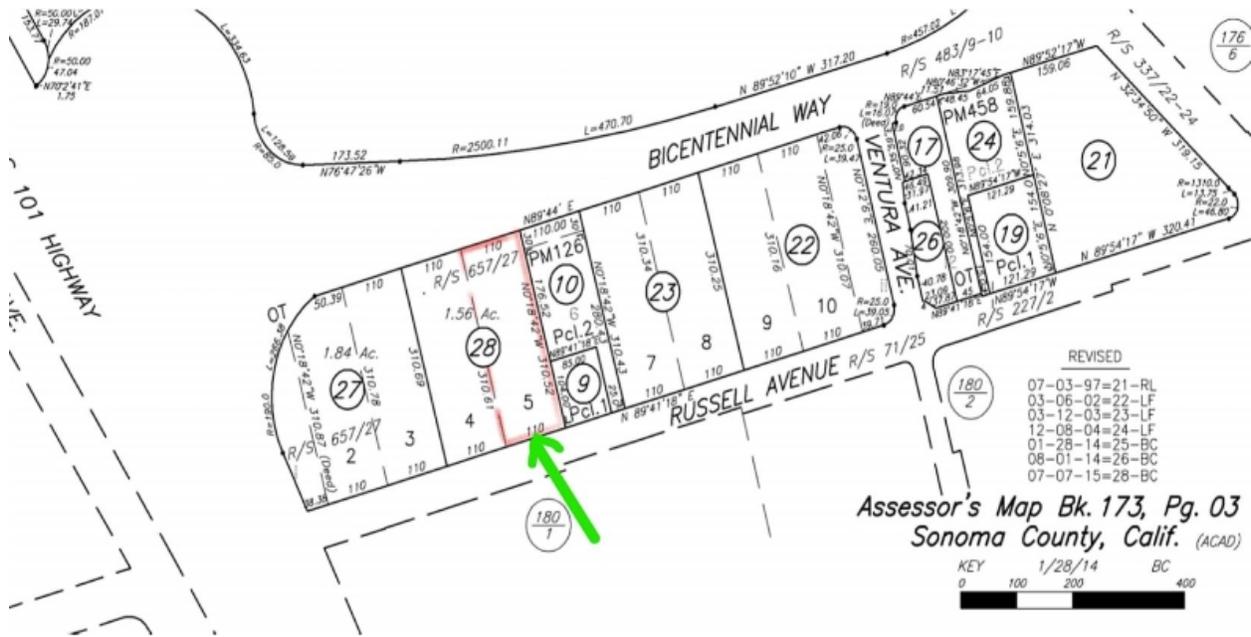


EXHIBIT B

ACKNOWLEDGMENT OF COMMENCEMENT DATE

The parties hereby acknowledge that the Commencement Date of this Lease shall be _____, 20__.

EXHIBIT C

HAZARDOUS MATERIALS

The following Hazardous Materials are anticipated to be used on the Premises and are approved by the County:

NONE

EXHIBIT D

PRELIMINARY SITE PLAN AND COST ESTIMATE

EXHIBIT D-1

[DESCRIPTION OF PROJECT IMPROVEMENTS]

[Prior to signing of the lease, attach preliminary plans and specifications (schematic) and an independent cost estimate of the improvements.]

EXHIBIT D- 2

DESCRIPTION OF PERMANENT IMPROVEMENTS

Permanent Project Improvements are those required for the project to be situated on the site by the Tenant and include the following:

1. Underground sewer, water, and electricity conduits and underground appurtenances required for distribution to the Tiny Houses constructed on the site.
2. Electricity drop from PG&E poles at Russell Avenue to master meter on site
3. Any clean fill materials imported to the site
4. Landscaping and irrigation drip lines, valves, etc.

EXHIBIT D-3

TINY HOMES AND RELATED IMPROVEMENTS

Tiny Homes and related improvements include the following Improvements to be situated on the site by the Tenant include:

1. Tiny homes
2. Tiny homes' foundations
3. Decks and deck foundations
4. ADA accessible ramps and ramp foundations

EXHIBIT E

BUILDERS RISK INSURANCE

Tenant shall require its General Contractor and all subcontractors to maintain the insurance listed below, unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. The required documentation of insurance shall be furnished to County prior to commencement of any construction or grading work or other physical work preparatory to work upon the Premises. Tenant shall not commence work or allow its employees or its contractors or subcontractors or anyone to commence work until the required insurance has been obtained, submitted and approved.

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 Lease or failure to identify any insurance deficiency shall not relieve Tenant nor its General Contractor and subcontractors from, nor be construed or deemed a waiver of, their obligation to maintain the required insurance.

I. General Contractor – Required Insurance

1. **Builders Risk Insurance** *(Required only during construction of improvements and may be purchased by either Tenant or General Contractor.)*
 - a. Insured property shall include: (1) improvements in course of construction; (2) building materials and supplies intended for installation in the improvements located at the construction site, in transit and at off-site storage locations.
 - b. Insurance shall be written on a Special Form policy which may exclude earthquake and flood.
 - c. The limit of insurance shall be no less than the actual cost of construction work as estimated in Exhibit ____.
 - d. Insured property shall be valued on a replacement cost basis without deduction for depreciation.
 - e. If purchased by the General Contractor, the County of Sonoma, its officers, agents and employees, Tenant, and subcontractors of all tiers shall be endorsed as additional insureds.
 - f. If purchased by Tenant, the County of Sonoma, its officers, agents and employees, the General Contractor and subcontractors of all tiers shall be endorsed as additional insureds.
 - g. Required Evidence of Insurance: Certificate of Property Insurance *or* Evidence of Commercial Property Insurance.

2. Workers Compensation Insurance & 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 Tenant and County.
- d. Required Evidence of Insurance:
 - i. Subrogation waiver endorsement; and
 - ii. Certificate of Insurance.

3. 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: The required limits may be provided by a combination of General Liability Insurance and Commercial Umbrella Liability Insurance. If the General Contractor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Contractor.
 - i. Total Construction Cost of Improvements under \$1,000,000: \$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.
 - ii. Total Construction Cost of Improvements from \$1,000,000 - \$4,999,999: \$2,000,000 per Occurrence; \$4,000,000 General Aggregate; \$4,000,000 Products/Completed Operations Aggregate. The General Aggregate shall apply separately to each Project.
 - iii. Total Construction Cost of Improvements \$5,000,000 and Over: \$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.
- 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. The General Contractor is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether the General Contractor has a claim against the insurance or is named as a party in any action involving the County.
- d. Insurance shall be maintained for the entire period of the construction plus the additional periods as specified below:
 - i. Total Construction Cost of Improvements under \$1,000,000: one (1) year after completion of construction.

- ii. Total Construction Cost of Improvements between \$1,000,000 - \$4,999,999: two (2) years after completion of construction.
- iii. Total Construction Cost of Improvements \$5,000,000 and Over: three (3) years after completion of construction.
- e. County of Sonoma, its Officers, Agents and Employees shall be additional insureds for liability arising out of the General Contractor's and subcontractors' ongoing operations (ISO endorsement CG 20 26, Additional Insured – Designated Person or Organization, or equivalent).
- f. Tenant shall be an additional insured for liability arising out of ongoing and completed operations by or on behalf of the General Contractor with respect to the construction of the improvements.
- g. The General Contractor shall maintain completed operations Insurance with Tenant endorsed as an additional insured for completed operations for at least three (3) years after completion of the construction.
- h. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- i. 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 Insurance including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).
- j. 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.
- k. 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, additional insureds.
- l. The policy shall cover inter-insured suits between the contractor and the additional insureds and include a "separation of insureds" or "severability" clause which treats each insured separately.
- m. Required Evidence of Insurance:
 - i. Additional insured endorsements or policy language granting additional insured status;
 - ii. Endorsement or policy language indicating that the insurance is primary and non-contributory;
 - iii. Subrogation waiver endorsement; and
 - iv. Certificate of Insurance.

4. Automobile Liability Insurance

- a. Minimum Limits:
 - i. Total Construction Cost of Improvements under \$1,000,000: \$1,000,000 combined single limit per accident.

- ii. Total Construction Cost of Improvements \$1,000,000 or more: \$2,000,000 combined single limit per accident.
- b. Insurance shall apply to all owned, hired and non-owned vehicles.
- c. Required Evidence of Insurance: Certificate of Insurance.

5. Contractors Pollution Liability Insurance

- a. Minimum Limits:
 - i. Total Construction Cost of Improvements Under \$5,000,000: \$1,000,000 per Pollution Incident; \$1,000,000 Aggregate;
 - ii. Total Construction Cost of Improvements \$5,000,000 and Over: \$2,000,000 per pollution Incident; \$2,000,000 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. The General Contractor is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether the General Contractor has a claim against the insurance or is named as a party in any action involving the County.
- c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of Work.
- d. Insurance shall be maintained for the entire period of the construction plus the additional periods as specified below:
 - i. Total Construction Cost of Improvements under \$1,000,000: one (1) year after completion of construction.
 - ii. Total Construction Cost of Improvements between \$1,000,000 - \$4,999,999: two (2) years after completion of construction.
 - iii. Total Construction Cost of Improvements \$5,000,000 and Over: three (3) years after completion of construction.
- e. If the insurance is on a Claims-Made basis, the continuation Insurance 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.
- f. County of Sonoma, its Officers, Agents and Employees and Tenant shall be additional insureds for liability arising out of operations by or on behalf of the General Contractor.
- 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 Insurance:
 - i. Additional insured endorsement or policy language granting additional insured status;
 - ii. Endorsement or policy language indicating that the insurance is primary and non-contributory; and

iii. Certificate of Insurance.

6. Professional Liability Insurance *(Required if the General Contractor or its employees engage in design or professional activities (architecture, engineering or surveying) which are not subcontracted out).*

- a. Minimum Limit: \$1,000,000 per claim.
- b. The General Contractor shall disclose any deductible or self-insured retention in excess of \$25,000.
- c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- d. Insurance applicable to the work related to the design and construction of the improvements on the Premises shall be continued for two (2) years after completion of the work. Such continuation Insurance 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.
- e. Required Evidence of Insurance: Certificate of Insurance

7. 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.

8. Documentation

- a. The Certificate of Insurance shall include the following reference: 665 Russell Avenue Santa Rosa, California.
- b. Tenant shall require Contractor to maintain current Evidence of Insurance on file with County for the required period of insurance. Any requirement to maintain insurance after Final Completion of the Work, including providing Certificates evidencing required Insurance(s), shall survive the Contract.
- c. Required Evidence of Insurance shall be submitted to the County of Sonoma, its officers, agents and employees, Attn: Manager, Real Estate Division, 2300 County Center Drive, A200, 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. Tenant shall require the General Contractor to 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.

9. Policy Obligations

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

10. Material Breach

If Tenant or any of its contractors or subcontractors fails to maintain Insurance which is required by this Lease, it shall be deemed a material breach of this Lease. County, at its sole option, may terminate the Lease and obtain damages from Tenant resulting from such breach. Furthermore, County may purchase the required Insurance, and the cost of same shall be payable by Tenant to County within thirty (30) days of County's notice of its action to Tenant.

II. Subcontractors – Required Insurance

With respect to their portion of the work, subcontractors of all tiers and consultants shall maintain the same insurance required to be maintained by contractor, with minimum limits as follows:

1. General Liability Limits for Framing, Mechanical, and Electrical Subcontractors:
 - a. Total Construction Cost of Improvements under \$1,000,000: \$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.
 - b. Total Construction Cost of Improvements \$1,000,000 and over: \$2,000,000 per Occurrence; \$4,000,000 General Aggregate; \$4,000,000 Products/Completed Operations Aggregate. The General Aggregate shall apply separately to each Project.
2. General Liability Limits for all Subcontractors other than Framing, Mechanical, and Electrical Subcontractors: \$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.
3. Automobile Liability Limit: \$1,000,000 combined single limit per accident.
4. Professional Liability Insurance Limit: \$1,000,000 per claim. *(Required for any architect, engineer, surveyor or other licensed professional engaged by Contractor to perform portions of the Work)*
5. Contractors Pollution Liability Insurance Limit: \$1,000,000 per pollution incident. *(Required for subcontractors whose work has the potential for environmental pollution.)*

EXHIBIT F
FORM OF CONTRACT BOND - PAYMENT

Contract Bond – Payment (To be attached upon execution of Construction Contract)

KNOW ALL MEN BY THESE PRESENTS: That we,
_____ of _____, as Principal,
and _____, incorporated under the laws of the State of California
and authorized to transact surety business in the State of California, as Surety, are held and
firmly bound unto as Obligee, in the sum of _____ Dollars
(\$ _____), for the payment whereof, well and truly to be made, said Principal and
Surety bind themselves, their heirs, administrators, successors and assigns, jointly and
severally, firmly by these presents.

The Condition of the foregoing obligation is such that, Whereas the above bounden Principal
has entered into a contract with the Obligee to do and perform the following work, to wit:

[CONSTRUCTION OF _____ - _____PROPERTY]

All alterations, extensions of time, extra and additional work, and other changes authorized
by the specifications or any part of the contract may be made without securing the consent of
the surety or sureties on the contract bonds. Surety waives any requirement of notice of
any such alterations, extensions of time, extra and additional work or any other changes.

NOW, THEREFORE if the above bounden Principal, his or its heirs, executors, administrators,
successors or assigns; or subcontractors shall fail to pay any of the persons named in Civil
Code Section 3158, or amounts due under the Unemployment Insurance Code with respect
to work or labor performed by any such claimant, or any amounts required to be deducted,
withheld, and paid over to the Franchise Tax Board from the wages of employees of the
Contractor and his sub-contractors pursuant to Section 18663 of the Revenue and Taxation
Code, with respect to such work and labor, the Surety or sureties herein will pay for the
same in an amount not exceeding the sum specified in this bond, otherwise the above
obligation shall be void. In case suit is brought upon this bond, the said surety will pay a
reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any and all persons, companies or corporations entitled
to file claims under Section 3158 of the Civil Code of the State of California, so as to give a
right of action to them or their assigns in any suit brought upon this bond.

Signed and Sealed this _____ day of _____, 20__

By: _____

By: _____

EXHIBIT F-1
FORM OF CONTRACT BOND – FAITHFUL PERFORMANCE
(To be attached upon execution of Construction Contract)

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____, as Principal, and _____, incorporated under the laws of the State of California and authorized to transact surety business in the State of California, are held and firmly bound unto

in the sum of _____, for the payment whereof, well and truly to be made, said Principal and Surety bind themselves, their heirs, administrators, successors and assigns, jointly and severally, firmly by these presents.

The Condition of the foregoing obligation is such that, Whereas the above bounden Principal has entered into a contract with _____ to do and perform the following work, to wit:

[CONSTRUCTION OF _____]

All alterations, extensions of time, extra and additional work, and other changes authorized by the specifications or any part of the contract may be made without securing the consent of the surety or sureties on the contract bonds. Surety waives any requirement of notice of any such alterations, extensions of time, extra and additional work or any other changes.

Now, Therefore, if the above bounden Principal shall well and truly perform the contract, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and Sealed this _____ day of _____, 20____.

By: _____

By: _____

EXHIBIT G

COMMUNITY HOUSING SONOMA COUNTY
Pilot Project to Safely Shelter Homeless People
Veterans Village at the County
Responses to Item 2. Project Overview
March 14, 2017

- a. **Narrative Of Development:** Community Housing Sonoma County is very pleased to propose Veterans Village at the County, which will consist of 12 tiny homes—each a full single-room occupancy unit tailored to meet the needs of formerly homeless Veterans in Sonoma County. Four units are grouped around a common deck with individual porches, for a total of three groupings of four units each. Each unit is a permanent one, which meets UCC, is totally accessible, and yet is just 250 square feet. As specialists in supportive housing, whenever possible we design units to be completely accessible, allowing people to age in place. In addition, many homeless Veterans are from the Vietnam era and often have mobility challenges, so site and unit accessibility gives us greater flexibility in placing them in housing. Each unit is furnished, has its own "front porch" and shares a common deck and laundry room with three other units. This form provides the feel and sense of one's own home along with a neighborly common space suitable for gathering and socializing, including a portable barbeque. All these design objectives and solutions are tailored to the needs of formerly homeless Veterans who may struggle with one or more disabling conditions. Although these units will only reside on the County site for the two-year period of the Pilot Project, their ultimate relocation to Community Housing Sonoma County's Hearn Veterans Village will enable Veterans to age in place through the use of 100% accessible site and unit features.
- b. **Sketches and architectural diagrams:** Please see the attached colored sketches including a site plan, a typical unit plan and unit primary elevations. See attached sketches at end of Item 2.
- c. **Resident Population:** Unaccompanied adult Veterans with HUD VASH vouchers will be referred to Veterans Village at the County. These Veterans are first referred to the Santa Rosa HUD VASH program through various ways; i.e. via outreach efforts by VA staff, including weekly participation in Vet Connect clinics; referrals from outside organizations; and internal VA referrals via mental health or primary care. Veterans are referred from the local HOST (Homeless Outreach Service Teams), funded by the County of Sonoma, and run by our local Catholic Charities

homeless program. Veterans may also self-refer. Community providers are educated regarding the eligibility criteria for HUD VASH.

- d. **Outreach/Tenanting Plans:** Interested Veterans complete a standard "Expression of Interest" (EOI), which gathers information about length of time homeless, income, health concerns, including history of substance use disorders, mental health diagnosis and history of hospitalizations, and primary health issues. The EOI also asks whether the Veteran is a registered sex offender (PC 290), which is the only exclusionary criterion in HUD VASH.

Tenant Eligibility Criteria: The HUD VASH Coordinator screens Veterans who have completed the EOI, and ensures they are eligible; i.e. eligible for VA health care (are already registered, or can be registered, via verification of DD214); homeless status, disability, and low-income status. Those Veterans who have indicated chronic homelessness, (at least 1 year homeless, or 4 episodes of homelessness in the past 3 years) on their EOI, and/or high vulnerabilities are prioritized. High vulnerabilities include chronic medical concerns such as cancer, COPD, Diabetes, Heart Disease, and HIV or Hepatitis C, and mental health issues. Other priorities include age (over the age of 60), female Veterans, and OEF/OIF Veterans.

Other Eligibility Criteria: There are no other gender or age eligibility criteria other than those that factor into prioritizing Veterans with high vulnerabilities; i.e. the HUD VASH priority for those Veterans who are aged 60 years or older, female Veterans who are at risk due to their homelessness, and OEF/OIF Veterans who are homeless.

Marketing/Outreach: The VA staff from the HUD VASH/homeless program is deeply involved in ongoing outreach efforts to locate and prioritize those Veterans who have been homeless for the longest amount of time, and who have the highest vulnerabilities. VA staff is present at the weekly Vet Connect clinics that are provided to all Veterans, on a walk-in basis, to connect with the services they need. VA staff receives referrals from emergency shelters, jails, hospitals, community treatment programs and mental health crisis centers. VA staff attends the Thursday Vet Connect in the west end of Sonoma County, near the Russian River, where services are few, and homeless Veterans are isolated, due to minimal transportation services.

The Coordinated Outreach/Intake system in Sonoma County is not yet fully operational. Homeless families are currently served in the Coordinated Intake system, and efforts are underway to fully fund Coordinated Intake for all homeless individuals in Sonoma County.

Currently, there is robust Coordinated Outreach through the HOST program (Homeless Outreach Services Team) operated by Catholic Charities, and the Santa Rosa VA HUD VASH program works closely with HOST regarding referrals to HUD VASH. HOST staff currently utilize the VI SPDAT tool, which is an evidence based vulnerability screening tool used to prioritize services for those most in need. The VA will be a direct referral from Coordinated Intake, once it is established and fully operational, and will prioritize those Veterans who score the highest on the Vulnerability screening.

Currently, the HUD VASH Coordinator screens Veterans utilizing a grid that scores a 1 – 5 on current homeless situation, ability to utilize and connect with resources, income, medical conditions, mental health, and substance use, as well as family support. Those Veterans with the highest vulnerabilities are admitted to HUD VASH, and provided a voucher that will provide a subsidy for housing.

- e. **Housing Units:** Each unit contains a bedroom, a closet, a sink area and a separate toilet and shower room. Because of the tiny house square footage (250 square feet) the kitchenette sink just beside the toilet/shower room can double for a lavatory, thereby saving space, cost, and site area. Each unit has its own ridge line echoing the archetype of one's "own home" to promote pride and care in the home, which, of course, also feeds the occupant's self esteem--a needed part of recovery from the wounds of war and of homelessness. The bed is a full-size Murphy style, which can fold up to the wall greatly increasing space options.

- f. **Communal Facilities and Common Areas:** There is an approximately 500 square foot deck at each grouping of four houses, the center of which is common semi-private space for use by occupants of the 4 houses. Beside each deck is a modest shed housing a shared washer-dryer.

Four-foot demising walls on the common deck define the "front porch" areas of each home (at almost no additional cost), further encouraging time in the common space of each grouping and creating semi-private space for single or visiting use for each individual home.

The sequence of space types from public at the sidewalk to semi-private shared on the decks to semi-private individual at the "front porch" spaces to private inside the homes is a long-regarded design feature known to encourage the development of community and a bonding of the residents with their units. This progression of spaces that are gradually more exposed is beneficial both to the physical and emotional healing

work necessary—and encouraged at Veterans Village at the County—as Veterans heal from homelessness and from war.

- g. Building Materials:** The proposed tiny homes are manufactured modular homes. They are intended as permanent housing, thus the materials are the same as site-built, light-construction materials. These features include stud wall framing, engineered trusses, the very durable painted Hardie cement board and batten siding, composition shingles, and dual glazed vinyl windows, high R-value insulation of walls, ceilings, and floors for energy conservation. Interior materials will be standard as well, including vinyl flooring and sheetrock walls. The compact but fully accessible shower room includes an accessible toilet and a handicap shower with bench.
- h. Setbacks:** The proposed setback of buildings from the rear fence is 10 feet for the laundry sheds, and approximately 15 feet for the units. The side setbacks are 5 feet. Therefore the front setback is approximately 11 feet. There is modest landscaping and handicap accessible ramps up to each deck in the front setback area.
- i. Parking:** Two handicap accessible spaces are indicated among the existing diagonal spaces, near each of the three ramps, for a total of 6 dedicated handicap spaces to the Village.
- j. Required Site Improvements:**

 - 1) Water will be tapped from the adjacent water main in Fiscal Drive. No water impact or connection fees are assumed per responses to applicant questions.
 - 2) Sewage will be by new sewer line from the manhole on Paulin Drive opposite the Day Care Center. No sewer demand or connection fees are assumed per responses to applicant questions.
 - 3) Because of the short 2-year tenure at the site and the distance and cost to connect to PG&E, it has proved more economical to be self-supporting rather than connect to PG&E. Gas is from a new 500-gallon propane tank and the electricity is from battery storage, charged by solar panels on each house roof and a propane-powered generator for extended low isolation seasonal periods—typically part of wintertime.
 - 4) If required at the end of the Pilot Project, the new underground sewer and water lines to the site will be abandoned per code. The

propane tank will be returned to the gas supplier and the underground gas distribution lines removed or abandoned as required. The solar panels and other reusable parts of the electrical system will go with the units to the long-term CHSC site on West Hearn Avenue.

k. **Landscaping** Plantings that provide grace and beauty yet can easily be removed at the end of the Pilot Project are achieved through use of galvanized steel watering troughs on wheels. Planting will include fast growing flowering vines placed so as to beautify the entry trellises of each common deck. Watering is planned to be the responsibility of a designated "landscape steward" at each house group—a responsibility seen as economical but also therapeutic for residents—taking a hand in the appearance of their house group.

l. **Process of identifying and responding to community/neighborhood considerations.** CHSC will follow the precedent established by the Safe Parking Program developed adjacent to the Sonoma County Permit and Resources Management Department located a block from the Veterans Village site.

The will include a letter to all residents within 300 feet of the site describing project development and the general program. Residents will be invited to submit written comments with any ideas or concerns about the project.

In addition, as learned through the Safe Parking Program, County employees are the individuals most impacted by the Veterans Village at the County program. County employees will likewise receive a letter describing project development and the general program.

Both neighbors and employees will be invited to a community meeting to learn more about the program, ask questions/voice concerns, and meet the project and program staff who will be responsible for construction phase and program operations.

As a new measure, when periodic tenant assessments are conducted, CHSC plans to also send assessment forms to neighbors and County employees to solicit feedback about the program overtime. This will provide an opportunity to gain valuable information about operations, and provide opportunity for program adjustments if warranted.

Additionally, the 12 Veteran tenants residing at the County site will establish a tenant council. CHSC will encourage nearby neighbors and County employees to participate in this process.

m. Services to be provided: The Santa Rosa HUD VASH program has been in existence since 2009. The HUD VASH team consists of one Nurse Practitioner, who specializes in mental health, a Registered Nurse, a Peer Support Specialist, a Substance Use Disorder Social Worker, and licensed, Clinical Social Workers who are designated to provide comprehensive services to the Veterans who will live at Veterans Village at the County. Each staff member of the HUD VASH team has been providing services to Veterans for five years or more, and has had multiple trainings and competencies regarding services to Veterans. HUD VASH staff will provide comprehensive case management services to Veterans at Veterans Village at the County.

VA staff is required to complete 18 Continuing Education Units a year, as well as 3 – 4 other mandatory trainings regarding Veteran cultural competency, including recognizing and treating Traumatic Brain Injury, Trauma Informed Care, Cognitive Behavioral Therapy, as well as others.

Staff will employ, and is trained in:

- Critical Time Intervention
- Peer Support
- Trauma-Informed Care
- Motivational Interviewing
- Voluntary moving-on strategies

Staff will utilize Critical Time Intervention to enhance stability and prevent Veterans from re-entering homelessness. This evidence-based strategy assists vulnerable people by strengthening their network of support in the community. At the moment Veterans obtain their HUD VASH vouchers, and enter Veterans Village at the County, they will have met with their case manager and developed a Housing/Service plan that outlines their goals, and identifies crucial support systems in the community.

The Santa Rosa HUD VASH team includes a Peer Support Specialist. This staff person is a Veteran, and a graduate of the HUD VASH program. He has experienced both chronic homelessness, and behavioral health issues. He serves as a navigator to the system at large, as a mentor, modeling skills in recovery, and community integration for Veterans at

Veterans Village at the County. Dr. Jennifer Boyd administers The VA Peer Support Program through the Mental Health Services program within the San Francisco Medical Center. There are approximately 6 – 7 Peer Counselors in this program, and they provide peer support and mentoring to other Veterans experiencing mental health challenges and homelessness.

Trauma-Informed Care is a strengths-based approach, based on an understanding, acknowledgement, and responsiveness to the impact of trauma, including Military Sexual Trauma, and Post Traumatic Stress Disorder. Physical, psychological and emotional safety is emphasized, and re-builds a sense of control and empowerment for those who have been traumatized.

All HUD VASH staff is trained in, and utilizes Motivational Interviewing when addressing increasing and enhancing quality of life issues for Veteran clients. Veterans are asked about goals that may address health care and management, and techniques assist in identifying where Veterans are, at any given time, with these goals, and where they hope to be within the next year.

Voluntary moving-on strategies will be employed when/if Veterans may be reaching achievement of their goals, may have become employed, and have become over-income, or may no longer wish to be involved with case management, and want to explore other housing options.

Privacy and confidentiality of Veterans: All information regarding Veterans is protected by HIPPA; information regarding Veterans can only be disclosed via a written Release of Information (ROI).

Safety: Policies in regards to safety and security of staff and tenants specify rules in regards to behaviors; i.e. verbal and physical threats and abuse are not tolerated; and may be grounds for loss of tenancy. Community meetings will be a venue to discuss concerns, and problem resolution encouraged and assisted.

Housing and Services Plan: Veterans will participate in the development of their own Housing and Service Plans, which will ensure that services will be flexible and responsive to individual tenant needs, and be Veteran specific and appropriate. Each Veteran has a through psychosocial assessment, which gathers information regarding primary health issues, substance use history, mental health diagnosis and treatment, including past and current medication regiments; criminal justice involvement, employment history, childhood and adolescent/family history and

dynamics, relevant cultural issues; military history, and income/benefits. The Housing and Service plan asks the Veteran to identify goals regarding housing stability, health engagement, employment and training, meaningful activities, income, and other quality of life interests that the Veteran identifies.

Specific Supportive Services: VA-eligible Veterans who are Chronically Homeless Veterans, and/or Disabled Homeless Veterans will receive the following services:

Case Management: includes psycho-social assessment, and an individualized service plan for each Veteran. The Service Plan includes 3 – 4 annual goals, with measurable objectives attached. The Service Plan specifies what the Veteran will engage in to realize these goals; what the service provider will do to support these goals, and the time frame for each goal. Service plans can be changed/revised during the course of the year. Service goals may include the following:

Benefits counseling and advocacy: Veterans will be assessed in regards to eligibility for benefits, including, but not limited to; vocational training, VA compensation and/or pension; Social Security disability or retirement; Food Stamps, General Assistance, Unemployment benefits, Medicare and Medi-cal.

Mental Health Care: Veterans will be assessed for mental health issues; and may receive mental health support on-site, via the HUD VASH social worker, and/or the Mental Health Nurse Practitioner. The NP can evaluate for appropriate medication. Per Veteran requests, they may be referred to mental health services at the Santa Rosa VA for behavioral health groups, medication evaluation, crisis management, or mood disorder stabilization groups. They will also be referred, if appropriate, and requested, to community and peer wellness programs, such as The Empowerment Center, and Interlinks; as well as any other VA or community supports in regards to recovery support. Should Veterans not have access to specialized mental health care at the VA, assistance with accessing Veterans Choice, for non-VA care, will be available.

Life Skills Groups will be available at the VA Santa Rosa Clinic and facilitated by Social work staff, and the Peer Support Specialist. This would include engaging in meaningful activities, budgeting and money management; and problem resolution.

Physical Health Care: Veterans will be assisted in accessing primary health care at the Santa Rosa VA Clinic. Should the Veteran decline

healthcare at the Clinic, and the Veteran is eligible via Medi-cal for care in the community, referrals will be made to Vista clinic, the Brookwood Clinic, or other Southwest Community Clinics. Part of the case management goals will be to assist and monitor compliance with primary care goals, if desired by the Veteran.

Substance Use Disorders: HUD VASH recognizes that Housing First is the model that specifies the underlying principles of our housing services. There is no criteria for being clean and sober in order to access housing. However, it is recognized that addressing substance use in order to best maintain housing, and improve quality of life, is an ongoing agenda with the program. There will be a Substance Use Disorder specialist available for any Veteran who wishes to engage in harm reduction or recovery, and for any Veteran whose housing may be at risk due to substance use. Recovery groups that employ Motivational Interviewing will be available as well as referrals to AA/NA; recovery support groups at the VA, and elsewhere in the community. Peer support will be available on site, as well.

Off-site services could include linkages and referrals to the following: (Bus transportation in the county area remains free; Para-transit available for those who cannot access public transportation due to their disability. VA staff will provide transportation to these services when public transportation is not available, and are provided government cars to do so.)

- Education services; community college, etc.
- Employment services; ongoing, when needed: not offered by the VA; referrals to EDD, North Bay Veterans Resource Center, Goodwill. Relationships already established for these referrals.
- Life Skills training; when needed, and on-going; via COTS, Restore at Vet Connect; provided on site as well.
- Rep Payee Services; if needed, referral to Tsunami Enterprises.
- Peer Support and advocacy; provided on site; when needed.
- Legal Assistance; off site; legal clinics available once weekly at the Santa Rosa VA clinic; and with Disability and Legal Services in Santa Rosa.
- Medication management; offered on site by HUD VASH nursing staff.
- Attendant Care: referrals to Medi-cal, and IHSS when needed for those who need assistance with maintaining independent living.
- Adult Day Care; when needed, and appropriate.
- Social and recreational activities; ongoing assessment and intervention; off site and on.

Supportive Services Coordination: The VA HUD VASH program will be providing on-site case management, support groups, crisis management,

and other activities to the Veterans residing at Veterans Village at the County. Referrals to VA services at the Santa Rosa Clinic for primary medical care will be expected, and Veterans will be able to access the clinic via public transportation, which is free to Veterans; or will be transported by HUD VASH staff. Other services listed above in **Specific Supportive Services** will be accessed by public transportation, or transport by HUD VASH staff.

HUD VASH staff has access to the Medical teams at the VA Clinics, as well as mental health services, and can directly link and refer. North Bay Veterans Resource Center (VVC) manages the SSVF program in Sonoma County, and is already a partner agency with HUD VASH. HUD VASH staff assist in completing the SSVF applications, provide necessary documents for eligibility, and provide the HUD Inspection documents prior to lease up. SSVF provides the security deposit for the HUD VASH tenant. HUD VASH staff routinely participates in National and Local Homeless 'Calls' with the VA Homeless Coordinator, and have done so for 5 years. The 'Calls' involve trainings regarding many issues affecting staffing and services for homeless veterans; including interventions around hoarding, landlord recruitment, harm reduction, tenant engagement, safety in the community, and other relevant issues.

HUD VASH has used SSVF for the past 4 years. Program staff refers to North Bay Veterans Resource Center for employment support services funded by HVRP, and have done so for 6 years.

VA staff/HUD VASH staff has contracted with Interfaith Shelter Network for both HUD VASH services since 2012, and GPD programs (5 years).

HUD VASH staff also has a long-standing partnership (10 years) with North Bay Veterans Resource Center for linkages and referrals for training and employment/work readiness programs.

HUD VASH staff has worked with the local Homeless Coordinator for 5 years.

HUD VASH staff has had a working relationship, and active referrals to the Veterans Service Office (VSO) for 10 years. Veterans at Veterans Village at the County will receive coordinated benefit education and advocacy, discharge upgrade assistance, and other services with the local VSO, which is located on Westwind Avenue in Santa Rosa. The Veteran Service Officer is Chris Bingham. The program also coordinates benefit assistance with other local Veterans Service organizations, such as Vietnam Veterans of America, Post 223, and the Santa Rosa VFW Post.

Veterans can also be referred to the weekly Legal Clinic that is held at the Santa Rosa VA Clinic each Wednesday, from 1 – 4 pm, and is staffed by volunteer attorneys from the community.

Each Veteran at Veterans Village at the County will receive at least one visit from VA staff per week, which could be anywhere from 30 minutes to 90 minutes. This is the minimum support a Veteran would receive.

Tenant Engagement: Service engagement outreach strategy: Veterans are informed about the case management component with HUD VASH at the time of application. During all engagement activity, that includes screening, orientation, briefing with the Housing Authority, introduction to HUD VASH service team; service provision is discussed.

Immediately upon leasing up, a Veteran Advisory Board will be formed; with Veteran tenants engaged from the beginning. Input will be encouraged regarding the types of groups and support offered, i.e. in-services from other programs and agencies; community projects, good neighbor engagement, roles of Advisory Board tenants, roles of members; etc. Tenants will decide agenda and format for meeting; ground rules, etc. Support staff will engage with tenants routinely, encouraging involvement.

Peer Support, along with HUD VASH service staff, will be instrumental in engaging tenants of Veterans Village at the County in all aspects of service planning and delivery. Veterans will be involved in designing their service goals prior to lease up, with the understanding that goals and objectives should be meaningful to them, and can be revised at any time. Service staff, and the peer Specialist will continually engage in Motivational Interviewing; evaluating and re-assessing where individual Veterans are in terms of identifying areas where quality of life can be enhanced, where Veterans might be at risk, and linking and referring to appropriate services.

Tenant Satisfaction surveys are a valuable assessment tool. Annual questionnaires/surveys will be done; with specific questions in assessing health, well being, feelings of inclusion, safety, satisfaction with residence, living quarters, types of support needed, gaps in services, and areas for improvement.

The HUD VASH program is nationally developed, but functions on the local level as a partnership between the VA and the Santa Rosa Housing Authority. Case management is part of that partnership because the

intent is to support Veterans in maintaining housing and stability, and prevent a return to homelessness. However, the Veteran him/herself is the authors of the Service Plan, and case management is provided to support the goals and objectives of each Veteran. In the 6 years that HUD VASH has been in existence in Santa Rosa, not a single Veteran has been discharged for failure to participate in case management. All efforts are made to ensure that case management services are designed to meet the needs of the Veterans.

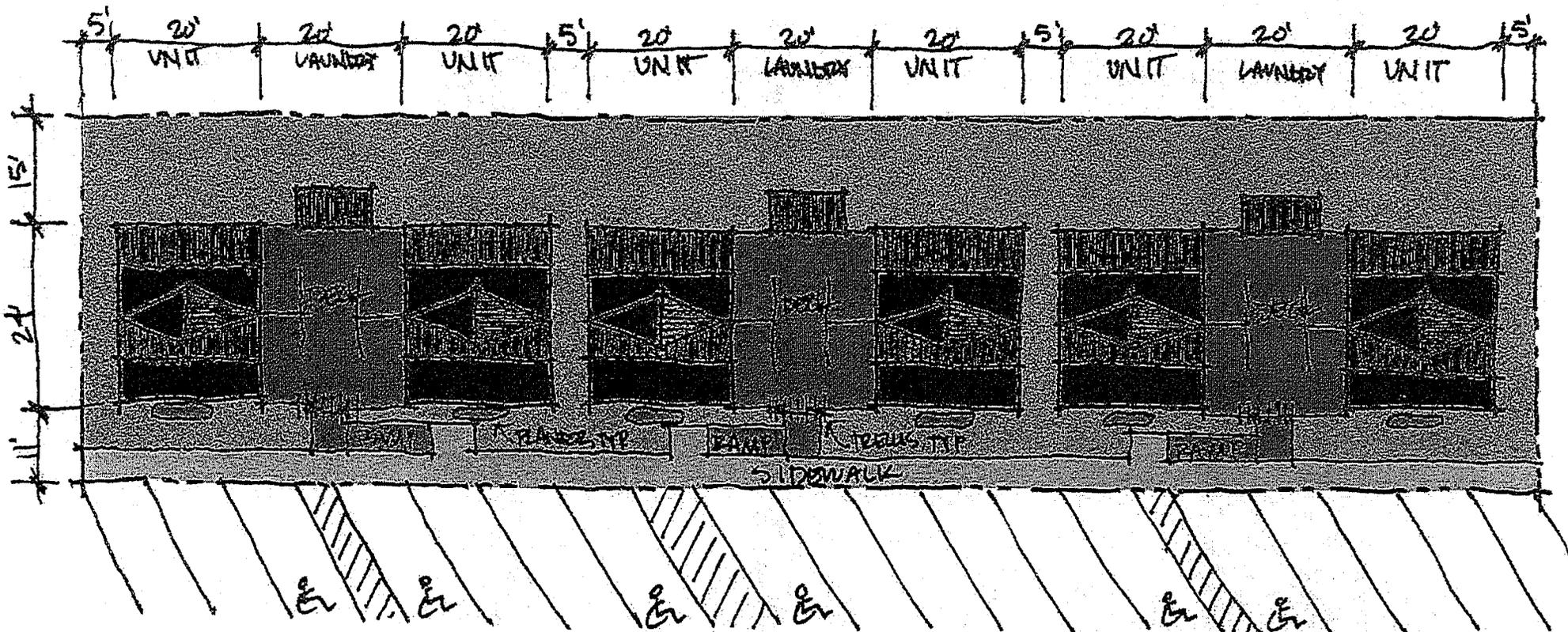
n. **Proposed Services for Special Needs:** See "m" above.

o. **Exit Strategy Overview:** See Item 3 "Exit Strategy" below.

p. **Evaluation Methods:** See "Evaluation Methods" at end of Item 2 below.

q. **Anticipated Timeline:**

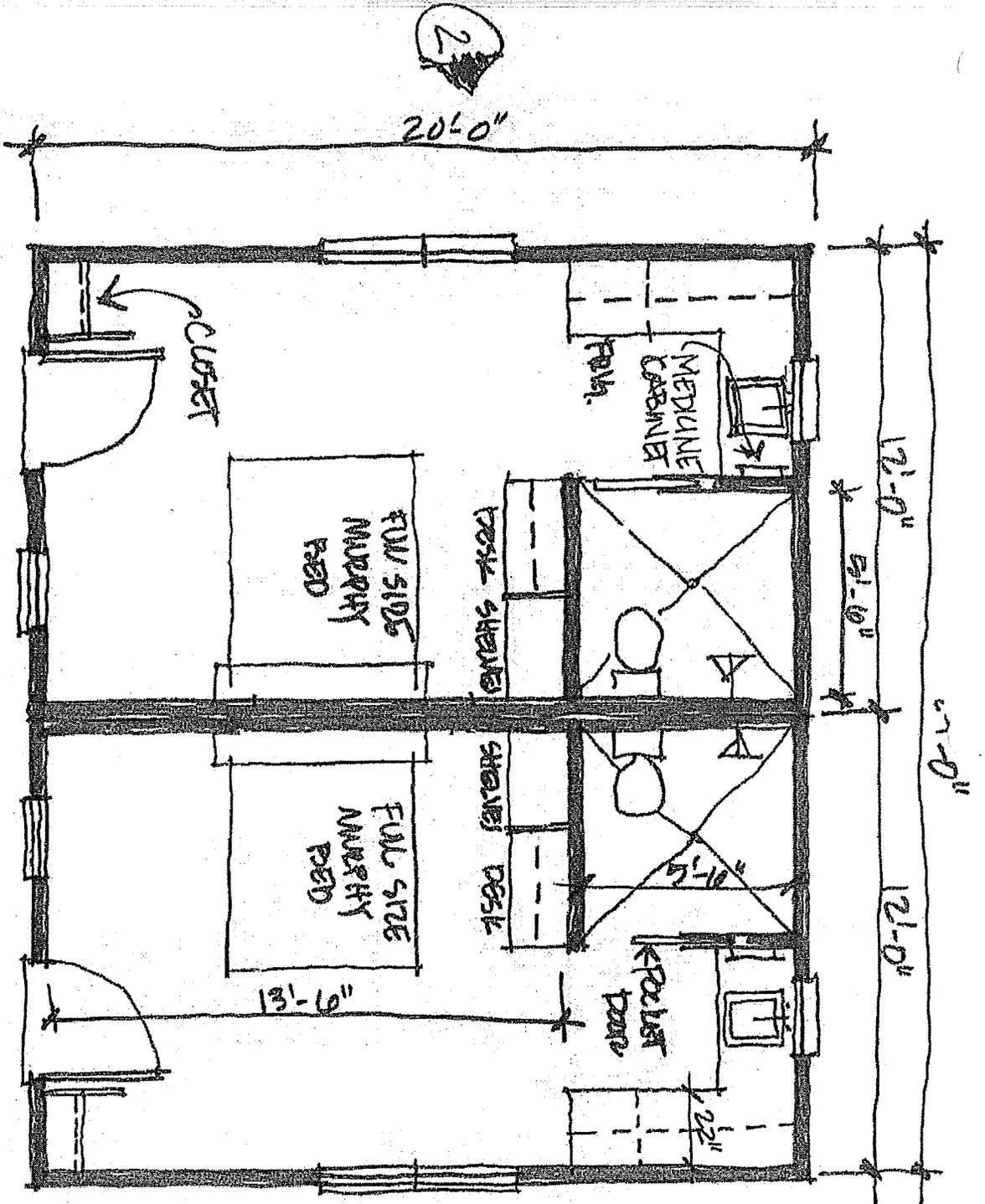
ACTIVITY	TARGET COMPLETION DATE
Veterans Village Proposal Review	March 2016
Supervisors Selection of Developer	April 2016
Execution of Pilot Project Development Agreement	April 2016
Submit SCCDC CHF Application	April 2016
CFH Loan Approval	June 2016
Close CFH Loan	August 2016
Complete Working Drawings	August 2016
Obtain Building Permits	September 2016
Execute Construction Sub-Contracts	October 2016
Begin Construction	October 2016
Complete Construction	December 2016
Initial Occupancy	December 2016
100% Occupancy	January 2017



SITE PLAN

MARCH 14, 2016

SCALE: 1" = 20'

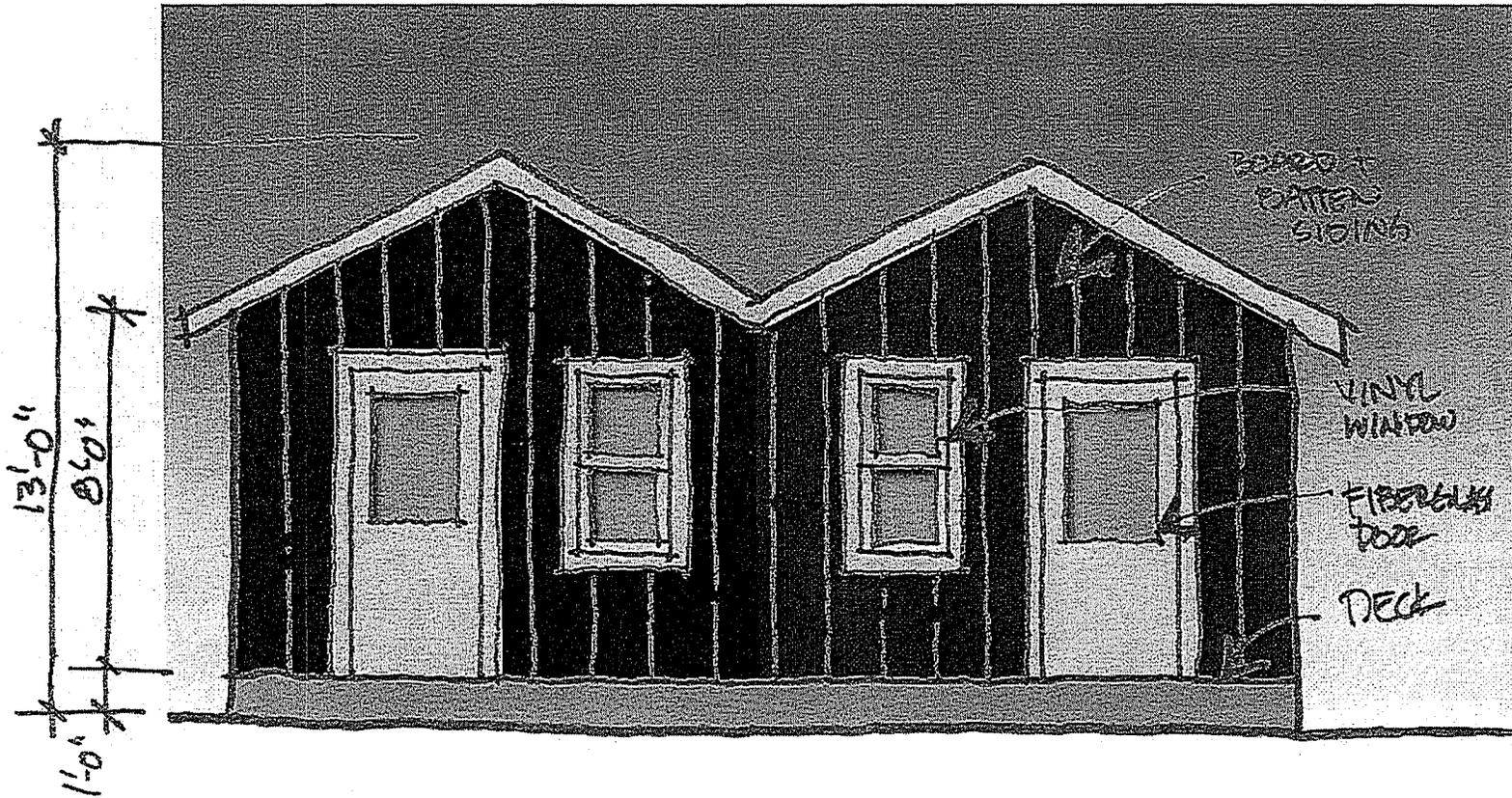


FLOOR PLAN

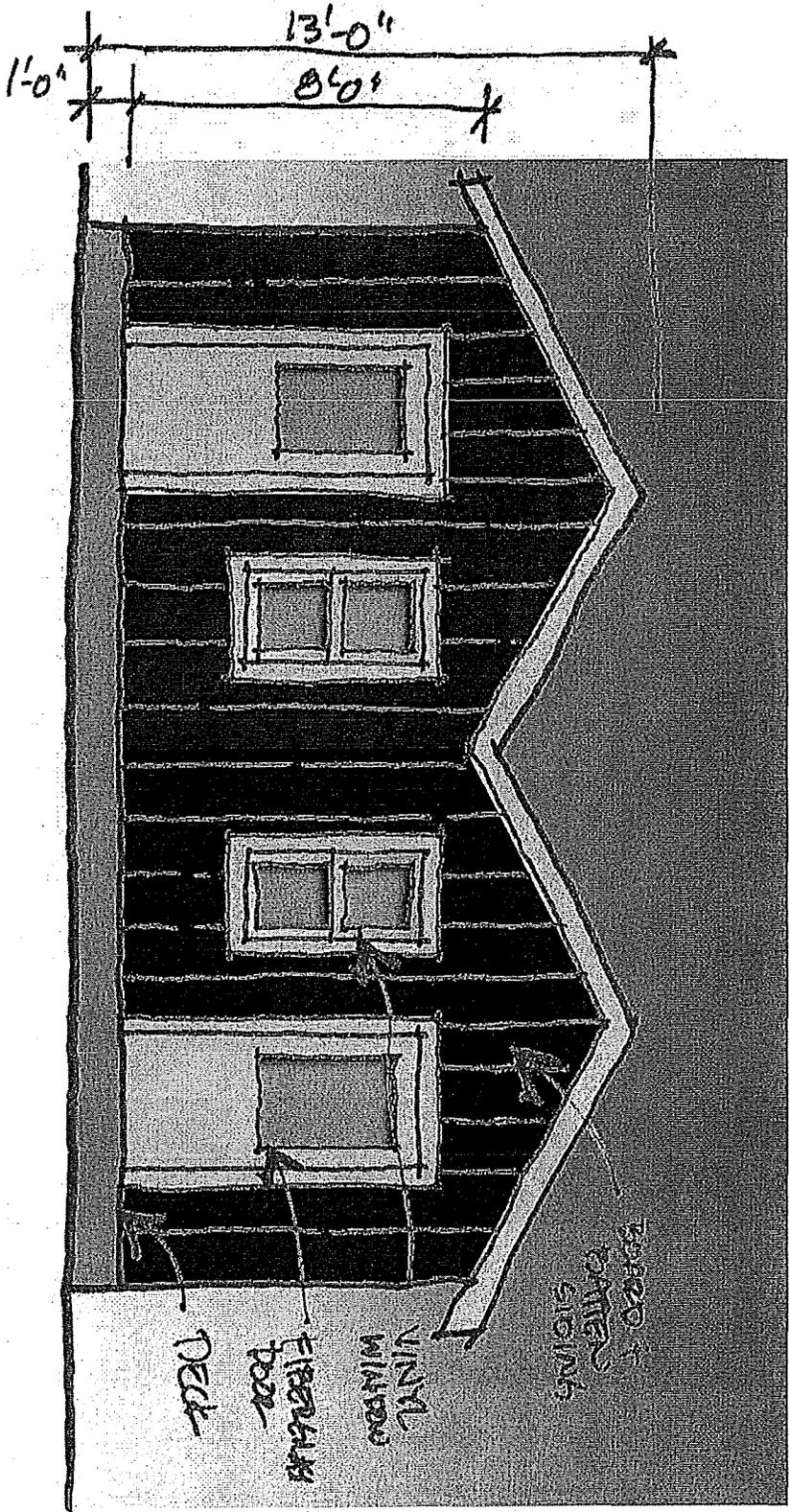
MARCH 14, 2016

SCALE: 1/4" = 1'-0"





ELEVATION - 1
MARCH 14, 2016
SCALE: 1/4" = 1'-0"

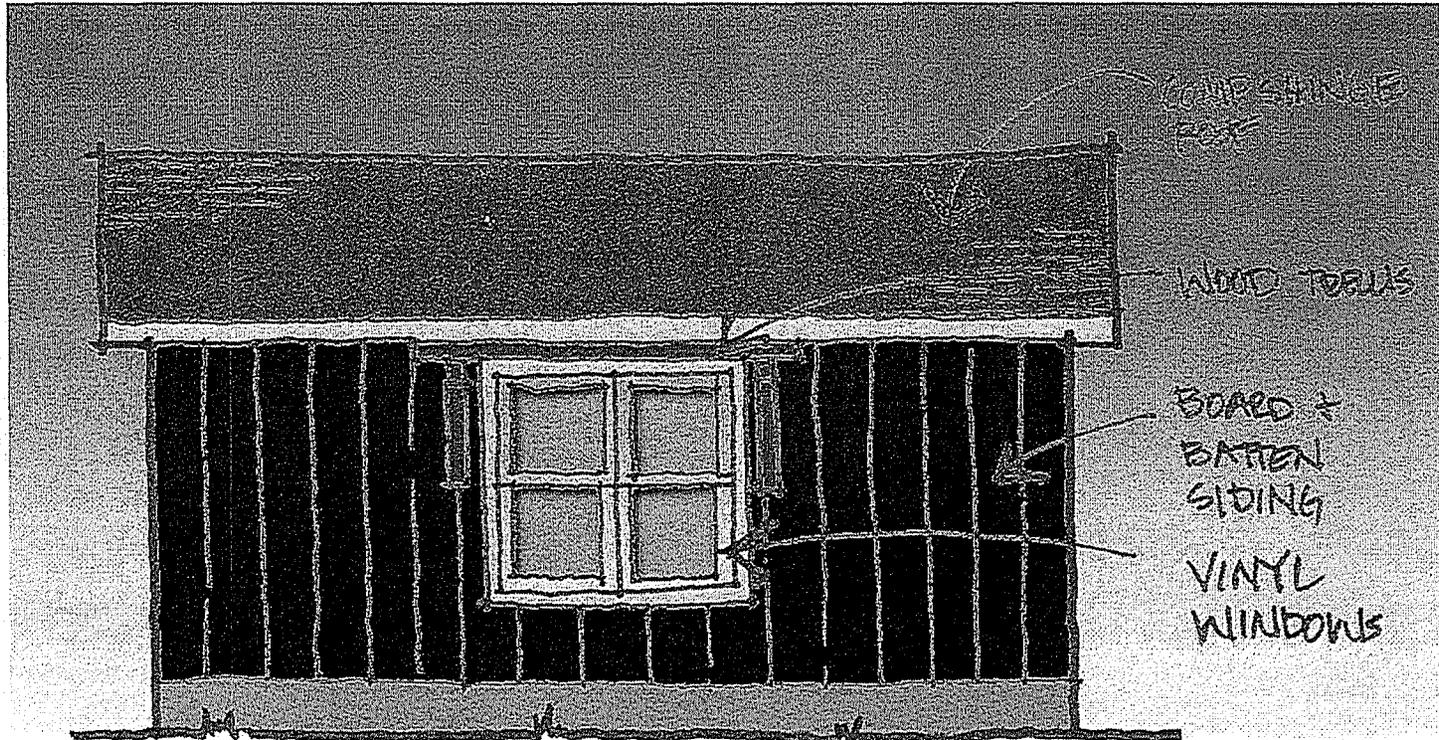


ELEVATION - 1

MARCH 14, 2016

SCALE: 1/4" = 1'-0"





ELEVATION - 2

MARCH 14, 2016

SCALE: 1/4" = 1'-0"



Sonoma County Community Development Commission
Sonoma County Housing Authority
1440 Guerneville Road, Santa Rosa, CA 95403-4107

Request for Proposals
Pilot Project to Safely Shelter Homeless People
Sonoma County, California

Members of the
Commission

Susan Gorin
Chair

Efren Carrillo
Vice Chair

David Rabbitt
Shirlee Zane
James Gore

Kathleen H. Kane
Executive Director

The Sonoma County Community Development Commission (Commission) is soliciting proposals from qualified developers for a **Pilot Project using 8-12 small, non-traditional residential structures to safely shelter homeless people on the vacant lot located adjacent to the Supervised Adult Crew site at the County Administration Center in Santa Rosa, CA for a period of two years.** Qualified developers will have demonstrated experience with successful, high-quality projects using small alternative structures for either temporary or permanent housing. This Request for Proposals (RFP) contains background information about the County property and the general parameters of the envisioned Pilot Project.

A. History and Purpose

On August 25, 2015, the Sonoma County Board of Supervisors convened a study session to discuss the potential housing strategies to end homelessness in Sonoma County outlined in *Building HOMES: A Policy Maker's Toolbox for Ending Homelessness* (<http://sonoma-county-continuum-of-care.wikispaces.com/Sonoma+County's+10-Year+Homeless+Action+Plan>). The *Building HOMES* report outlines "tools" to support the creation of the 2,200 homeless-dedicated homes needed to properly shelter the estimated 3,000 homeless people residing in Sonoma County.

A growing number of communities are exploring "tiny homes" and other alternate structure types as viable options to shelter homeless people. As noted in *Building HOMES*, there is no one definition of a "tiny home", and there are unanswered questions about how these and other alternative structure types would be permitted and regulated, and whether they are a cost effective alternative to single-room occupancy or other types of small, convention rental units. The Pilot Project goal is to demonstrate if this approach can comprise one component of a broader effort to end homelessness in a manner that is cost effective, sustainable, and replicable on other public or private properties.

B. Pilot Project Objectives

The Pilot Project will explore the following questions:

- Can the project be sustained and replicated on private or non-County public property?
- Is there a particular sub-population that should be targeted?
- What type of land use and/or regulatory changes are needed to support this model?
- What type of private support can this model attract?
- Is community support any different for this type of affordable housing model?
- Is the model best used as interim or permanent housing solution?
- Can the project have a measurable impact to improve circumstances for homeless persons?



Telephone (707) 565-7500
FAX (707) 565-7583 • TDD (707) 565-7555



C. County Property Details

The County will make the vacant gravel lot located near the Supervised Adult Crew (SAC) at the County Administration Center available for this project. (See attached Site Location Map.)

Property specifics are as follows:

NE Corner Fiscal Dr & Paulin Ave	10,000 sq. ft. (50' x 200')	Water Available	Sewer main located 350 ft from site
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The County will allow use of the site at no charge. Any improvements needed to enable the property to be used for the Pilot Project will be covered by the project developer and/or negotiated through this RFP process, as the site preparation needs and associated infrastructure costs will vary based on the specifics of each proposal. The County may require the developer to undo any site improvements at the end of the Pilot Project if they would impede the County’s future use of the property for other purposes.

D. Pilot Project Parameters and Options

The Pilot Project is essentially a small-scale, short-term trial that will help the County learn how a larger-scale project using small, alternative structure types for housing might work in practice. Two options are provided in order to offer maximum flexibility for respondents. Developers may submit proposals based on either one of two options or a combination of both. In keeping with the *Building HOMES* focus on permanent housing using a Housing First model, Type A and combination proposals will be considered as a higher priority than Type B proposals.

1. *Type A*

The Pilot Project structures will be suitable for use as permanent housing after the end of the pilot period.

2. *Type B*

The Pilot Project structures may be suitable for continued use on an interim or temporary basis in an organized camp or CA Department of Housing and Community Development (HCD)-approved special occupancy park after the pilot period has ended.

E. Alternative Structure Types

As noted in *Building HOMES*, there are many types of alternative structures that could be used to provide housing for people who are homeless. These might include stick-built structures, trailerable structures, structures built with alternate building materials, small yurts, Conestoga huts, shipping containers, recreational vehicles and others. These structures can range in size from 70 to 350 or more square feet, depending on their type and intended term of occupancy. Some can be installed on trailers and remain mobile when licensed as recreational vehicles by the State. Other types may be installed on platforms, blocks or permanent foundations. The different types may contain varying levels of utility hookups: small self-contained homes must include kitchens and sanitary facilities, while communal living arrangements may provide only private sleeping areas, with external shared structures used for food preparation, cooking, showers, and/or toilets. All of these types might be arranged as “villages” that also provide an array of communal facilities and services. A decision regarding the structure type(s) and any communal facilities to be used for the Pilot Project will be made after reviewing proposals received through this RFP.

F. Operational Model

Villages or other groupings of small residential structures can use different operational models, including interim, transitional, and permanent housing. The smallest homes are more suited as temporary, interim measures, while larger homes can offer permanent affordable housing solutions. Given the temporary nature and limited-term use of County property, a transitional or interim operational model will be used for the Pilot Project even if not intended following the end of the pilot period. The developer will be responsible for providing effective operational oversight of the project for the 2-year term.

G. Affordability, Services, and Continuity of Housing

The Pilot Project homes are required to be affordable to households with incomes at or below 30 percent of area median income (AMI). The optimal Pilot Project will lead to permanent housing placements. Connecting the residents to needed services and personal growth opportunities will enhance the potential to achieve this result.

H. Consistency with General Plan and Applicable Codes

For all proposals, compliance with the County General Plan and all applicable codes will be required. The Code requirements, by type, are as set forth below.

1. Type A (Structures intended for permanent use)

- All structures must meet the U.S. Department of Housing and Urban Development (HUD), the California Building Code (CBC) or American National Standards Institute (ANSI) standard, as applicable.
- Structures shall be placed on appropriate foundations, and shall not be smaller than 150 square feet for individual sleeping pods that share a communal kitchen facility and/or bathroom facility, or smaller than 220 square feet for individual self-contained units (Efficiency Dwelling Units, CBC 1208.4).
- Structures may be site built or factory built.
- Public water must be available to each structure that contains toilet, sink, and/or shower, and to the communal facility, if any.
- Wastewater handling must be provided via connection to sewer line or use of holding tank and pumping.
- Appropriate set-backs from property line (aka defined circumference of project area) must be observed.
- Rear and side yards of project area may be enclosed by privacy fencing.

2. *Type B (Structures intended for use in an organized camp or HCD Special Occupancy Park)*
- “Tiny Homes,” Park Model homes, Recreational Vehicles and other alternative housing built on wheels must comply with ANSI standards (see attached PRMD Technical Bulletin).
 - Structures may be served by communal sanitary and kitchen facilities.
 - Public water must be available to each structure that contains toilet, sink, and/or shower, and to the communal facility, if any.
 - Wastewater handling must be provided via connection to sewer line or use of holding tank and pumping.
 - Appropriate set-backs from property line (aka defined circumference of project area) must be observed
 - Rear and side yards of project area may be enclosed by privacy fencing.

Based on use of these criteria for a pilot program for temporary shelter for the homeless, this use is a governmental use of government property consistent with the County General Plan. County and Commission staff, and the selected developer, will work collaboratively with the City of Santa Rosa as the Pilot Project progresses.

I. Public Engagement

Public engagement is a critical component of implementing any project to create homeless-dedicated homes. In addition to gaining acceptance from the broader public, there will likely be other stakeholders with varying interests, including homeless individuals, neighbors, homeless advocates, housing providers, philanthropists, and others who may have feedback to contribute. Public engagement is also an educational tool and a useful component of pilot projects, in general. The selected project developer will be expected to work with Commission and County staff to implement a public engagement process for the Pilot Project to Safely Shelter Homeless People.

J. Evaluation Methods

A pilot project presents an opportunity to learn what works well and what doesn't prior to full-scale implementation. To this end, proposals should include a discussion of the means that will be used for soliciting feedback, including tracking project activities and outcomes and recording any adjustments that should be made. The program should include feedback from program participants as well as local community members and service providers.

PROPOSAL SUBMISSION REQUIREMENTS

A. Form

1. Two hard copies of the signed proposal must be submitted as follows.
 - Proposals must be enclosed in a sealed envelope or package and clearly marked: **Pilot Project to Safely Shelter Homeless People.**
 - Proposals should be submitted to: Sonoma County Community Development Commission, Attn: John Haig, 1440 Guerneville Road, Santa Rosa, CA 95403.
2. An electronic form of the proposal must also be submitted via one of two options: through the Sonoma County Purchasing Division's Supplier Portal or directly to the Commission.
 - The link to the Supplier Portal is:
<https://esupplier.sonomacounty.ca.gov/psp/FNPRD/SUPPLIER/ERP/h/?tab=DEFAULT>.
 - The address for submitting directly to the Commission is: John.Haig@sonoma-county.org.

B. Due Date

Written and electronic proposals both must be received by the Commission in its office at 1440 Guerneville Road, Santa Rosa, no later than 5:00 p.m., February 26, 2016. The due date is subject to change. If the due date is changed, all known recipients of the original RFP will be notified of the new date, and any such changes will also be posted on the Sonoma County Purchasing Division's Supplier Portal, as well as the Commission's website.

C. Format and Contents

For ease of review and to facilitate evaluation, the Proposal for this project should be organized and presented in the following order:

1. *Signed Cover Sheet (Form Attached)*

2. *Project Overview*

The proposal should include a narrative description of the development being proposed, as well as a preliminary conceptual plan that should include the following:

- Sketches, photos, and/or illustrations
- Architectural diagrams, if any
- Descriptive narrative, including the proposed resident population to be targeted and outreach/tenanting plans
- Number, type, size, and configuration of housing units
- Communal facilities and resident common areas
- Building materials (stucco, siding, tile, etc.)
- Setbacks (front, side, back)
- Parking (e.g., number, location)

- Required site improvements, if any, and how the property will be returned to its original state at the end of the Pilot Project if any site improvements would impede the County's future use of the property for other purposes
- Landscaping
- Process for identifying and responding to community/neighborhood considerations
- Services to be provided and the ways in which they will help connect the residents to growth opportunities and permanent housing options
- Appropriate services for any special needs residents, if proposed
- Exit strategy to avoid displacement into homelessness on completion of 2-year pilot period
- Evaluation methods to be used for tracking project activities and outcomes, soliciting feedback, and recording any adjustments that should be made.
- Anticipated timeline for development, an estimation of project cost, and a description of proposed funding sources and financing structure.

3. Financing Plan

The proposal should include all sources and amounts of funding anticipated to be used to develop and operate the Pilot Project over the 2-year term, including any local funding requests from the Commission/County. Requests for Commission or County funding should be supported by a description of efforts made to first obtain all required funding from other public or private sources.

4. Exit Plan

To avoid displacing project residents back into homelessness at the conclusion of the Pilot Project period, all proposals must include an "exit plan", which details the methods and resources that will be used to transition residents to other housing options following the completion of the pilot project.

5. Organizational Information

Provide specific information concerning your organization, including the legal name, address and telephone number of your company and the type of entity (sole proprietorship, partnership, or corporation and whether public, non-profit or private). Include the name and telephone number of the person(s) in your company authorized to execute any proposed agreement, and designate a person to be the point of contact for the Commission for this process.

Debarment or Other Disqualification: Disclose any debarment or other disqualification as a vendor for any federal, state or local entities. Describe the nature of the debarment/disqualification, including where and how to find complete information on any such debarment or disqualification.

6. Qualifications

Include resume(s) of key personnel showing relevant professional qualifications. Include references or letter of recommendations that address these qualifications.

Provide specific information concerning the organization's experience in the development of similar projects. If available, provide examples of your development of projects in partnership with public agencies.

D. Respondent Questions and Pre-Submission Meeting

Respondents are invited to attend a pre-submission conference scheduled on January 20, 2016 at 2 p.m. The conference will be held at the Sonoma County Community Development Commission office, 1440 Guerneville Road, Santa Rosa, CA. 95403. Although the conference is optional, attendance is highly encouraged and may factor into the proposal evaluation process.

If respondents have any additional questions following the conference, they must be submitted in writing before January 29, 2016 by 5 p.m., in order for staff to prepare written responses. Written questions and answers will be shared with all potential responders through a version update to the Sonoma County Purchasing Division's Supplier Portal and an email notification from both the Purchasing Division and the Commission. Please e-mail questions to: John Haig, John.Haig@sonoma-county.org.

E. Reservation of Rights

The issuance of this RFP does not constitute an agreement by the Commission that any contract will actually be entered into by the Commission. The Commission expressly reserves the right at any time to:

- a. Waive or correct any defect or informality in any response, submittal, or submittal procedure.
- b. Reject any or all submittals.
- c. Re-issue an RFP or change deadline dates.
- d. Modify all or any portion of the selection procedures, prior to the submission deadline, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this RFP, or the requirements for contents or format of the submittals.

All submittals shall be deemed public records. In the event that a respondent desires to claim portions of its submittal exempt from disclosure, it is incumbent upon the respondent to clearly identify those portions with the word "confidential" printed on the lower right-hand corner of the page. The Commission will consider a respondent's request for exemption from disclosure; however, the Commission will make a decision based upon applicable laws. Assertions by a respondent that the entire submittal or large portions are exempt from disclosure will not be honored. All responses to this RFP shall become the property of the Commission and will be retained or disposed of accordingly.

The Commission shall not be liable for any pre-contractual expenses incurred by any respondent. The Commission shall be held harmless and free from any and all liability, claims,

or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP.

All data and information furnished by Commission or referred to in this RFP are furnished for the respondent's convenience. The Commission does not guarantee that such data and information are accurate and assumes no responsibility whatsoever as to its accuracy or interpretation. Respondents shall satisfy themselves as to the accuracy or interpretation of all such information and data.

By submitting a proposal in response to this RFP, the respondent waives all rights to seek any legal remedies regarding any aspect of this RFP, the Commission's selection of a consultant, and the Commission's rejection of any and all submittals.

The Commission also reserves the right to negotiate any price or provisions and accept any part, or all parts of any or all submittals, whichever is in the best interest of the Commission.

The Commission may, during the evaluation process, request from any respondent additional information which the Commission deems necessary to determine the respondent's ability to perform the required services. If such information is requested, the respondent shall be permitted three (3) working days to submit this information.

All respondents submit their statements to the Commission with the understanding that the final approval of any agreement is contingent upon and subject to review and final approval by the Board of Commissioners.

For additional information on this RFP, please contact John Haig, Deputy Director for Community Development, at John.Haig@sonoma-county.org.

F. Criteria

All proposals received by the specified deadline will be reviewed by the Commission for content, including but not limited to responsiveness to the requirements of this RFP, consistency of the proposed conceptual project to the General Plan, references, related experience, viability of preliminary financial plan, and the respondent's professional qualifications, using the following general criteria (note that there is no value or ranking implied in the order of this list):

- a. Demonstrated ability to design and construct the project as described.
- b. Compliance with applicable General Plan policies and Development Code guidelines.
- c. A community outreach strategy that assures that the community has an opportunity to participate in and comment on the design and features of the project.
- d. Submission of preliminary site planning and design documents that are compatible with chosen site.
- e. Extent to which proposal will provide ongoing permanent housing or lead to permanent housing placements.
- f. Extent to which proposal will connect residents to needed services and personal growth

opportunities.

- g. Extent to which pilot project residents will not be displaced back into homelessness at the end of the two-year pilot period.
- h. The viability of the preliminary financing plan and the financial condition of the respondent, the amount financing or in-kind resources leveraged from other public and private sources, and the level of local subsidy requested for the project.
- i. A demonstrated history of completing similar projects in other areas, or documented partnership with an entity who has such experience;
- j. Completeness and quality of proposal.
- k. Quality of references.
- l. Any other factors the evaluation committee deems relevant.
- m. Status as a local business, as evidenced by completion of the Declaration of Local Business for Services (Sample form attached).

G. Schedule

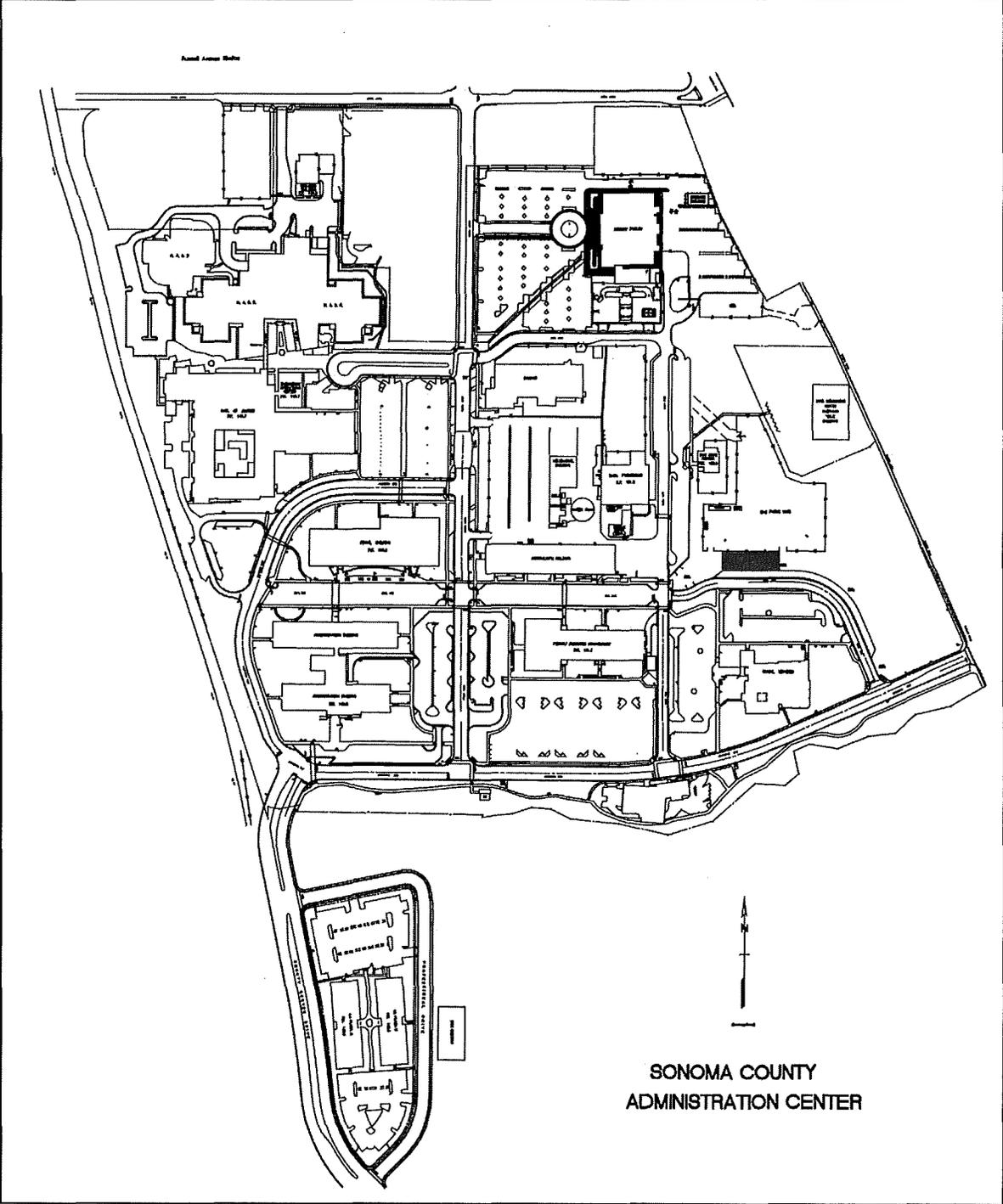
(Note: Dates are subject to change.)

Release of Request for Proposals (RFP)	January 6, 2016
Pre-Submission Conference	January 20, 2016, 2:00 p.m.
Written Questions Submitted to Staff	January 29, 2016, 5:00 p.m.
Responses to Written Questions to Developers	February 12, 2016
Deadline for Proposal Submissions	February 26, 2016, 5:00 p.m.
Proposal Review	February 29 – March 14, 2016
Interview Finalists	Week of March 14, 2016
Recommendation to the Board of Supervisors for Developer Selection	March 29, 2016
Execution of Pilot Project Development Agreement	April 2016

ATTACHMENTS

- 1. Site Location Map
- 2. PRMD Technical Bulletin: Special Occupancy Parks and Organized Camps
<http://www.sonoma-county.org/prmd/docs/techbulletin/b-40.pdf>
- 3. Cover Sheet
- 4. Declaration of Local Business for Services

ATTACHMENT 1



Attachment 2



TECHNICAL BULLETIN

PERMIT AND RESOURCE MANAGEMENT DEPARTMENT

B-40

2550 Ventura Avenue, Santa Rosa, CA 95403
(707) 565-1900 FAX (707) 565-1103

Special Occupancy Parks v. Organized Camps

INTRODUCTION

The purpose of this technical bulletin is to clarify the different types of campgrounds in Sonoma County and identify which jurisdiction (PRMD or HCD) has building permit authority.

GENERAL

Campgrounds fall into two classifications, Organized Camps or Special Occupancy Parks. An Organized Camp is defined in Section 18897 of the Health and Safety Code and is roughly defined as a site with programs and facilities to provide for a group living experience. Classic examples of Organized Camps are Boy or Girl Scout camps, Camp Newman, Christian Youth Organization and Redwood Alliance. Most, but not all, Organized Camps have an annual operational permit issued by Sonoma County Environmental Health.

PRMD is the permit authority for all structures within Organized Camps, which are codified in Section 440 of the CBC. PRMD's Technical Bulletin B-32 specifically addresses permit requirements for sleeping cabins in Organized Camps.

A Special Occupancy Park is defined in Section 18862.43 of the Health and Safety Code and is roughly defined as a recreational vehicle park, temporary recreational vehicle park, incidental camping area, or tent camping. It is common to see sleeping cabins, tents and yurts in both types of campgrounds. Recreational vehicles are found only in Special Occupancy Parks. All Special Occupancy Parks have an annual operational permit issued by HCD.

Special Occupancy Parks are similar to Mobile Home Parks. They operate under a permit issued by HCD and each park is listed on HCD's website under the camp name. Sleeping cabins, campsites, RV parking sites, campsite restrooms, and laundry facilities fall under HCD's jurisdiction for building permits. Other structures, such as single family residences, commercial stores and kiosks, fall under PRMD's building permit jurisdiction. HCD's website for researching Special Occupancy Parks is located at:

<https://ssw1.hcd.ca.gov/ParksListing/faces/parkslist/mp.jsp>

TECHNICAL DETAILS

Building permits shall be issue per the following matrix:

	Organized Camp	Special Occupancy Park
Building permit	PRMD	HCD (PRMD for other buildings)
Septic permit	PRMD	PRMD
Grading permit	PRMD	HCD (PRMD for other buildings)
Land use	PRMD	PRMD
Fire	County Fire	County Fire
Annual Operational Permit	County EH	HCD

S:\PLAN_CHECK\Technical Bulletins\B-40 Special Occupancy Parks v. Organized Camps.doc

Effective date: 03/25/2014

Attachment 3

Sonoma County Community Development Commission

**Pilot Project to Safely Shelter Homeless People
Request for Preliminary Proposals (RFP)**

Cover Sheet

Proposer Name: _____

Mailing Address: _____

E-Mail Address: _____

Telephone Number: _____

Primary Contact Person: _____

The Proposer certifies that all documents listed below are valid as of the date of this proposal and that current, dated copies have been submitted with this proposal. All items must be included in the response to the Request for Preliminary Proposals in order to meet minimum qualifications. Please organize proposal materials in the order listed below.

Signature: _____ Date _____

Check items included in the proposal (one electronic copy, and two hard copies, including one signed original):

- 1. Signed Proposal Coversheet (this page)
- 2. Project Overview
- 3. Financing Plan
- 4. Exit Plan
- 5. Organizational Information
- 6. Qualifications

Attachment 4



COUNTY OF SONOMA

GENERAL SERVICES PURCHASING DIVISION

2300 COUNTY CENTER DRIVE, SUITE A208
SANTA ROSA, CALIFORNIA 95403
(707) 565-2433 Fax: (707) 565-6107

DECLARATION OF LOCAL BUSINESS FOR SERVICES

Sonoma County gives local businesses a preference in formal solicitations of services as set forth in the County of Sonoma Local Preference Policy for Services. Sonoma County's Local Preference Policy for Services can be reviewed at <http://sonomacounty.ca.gov/General-Services/Purchasing/Doing-Business-with-the-County/Local-Preference-Policy-for-Services/>

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

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

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

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

1. Legal name of business: _____
2. Physical address of the principal place of business:

3. Business license issued by incorporated city within the County:
License Number _____ Issued by: _____

Authorized Signature: _____ Date: _____

Printed Name & Title: _____



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: Sonoma County Board of Supervisors

Board Agenda Date: May 23, 2017

Vote Requirement: Majority

Department or Agency Name(s): General Services

Staff Name and Phone Number:

Caroline Judy: 707-565-2550
Marc McDonald: 707-565-3468

Supervisorial District(s):

2nd

Title: Approval of Easements for Sonoma County Water Agency to install and maintain cathodic protection station on county property at Petaluma Veterans Building

Recommended Actions:

In support of the Sonoma County Water Agency project to upgrade pipelines to ensure Sonoma and Marin communities uninterrupted access to safe, clean drinking water, the Director of General Services requests Board authority to execute a temporary construction easement to allow the Sonoma County Water Agency access to County property at the Petaluma Veterans Building to install pipeline corrosion equipment on the property and to execute a permanent easement to facilitate maintenance of the equipment.

Executive Summary:

The Petaluma Aqueduct is one of the seven aqueducts that the Sonoma County Water Agency (Water Agency) relies on to transport water from the Russian River to residents in portions of Sonoma and Marin Counties. Over time, most buried pipelines will experience corrosion that can compromise the lifespan and integrity of the aqueduct. Fifty years ago when the Petaluma Aqueduct was constructed, cathodic protection was put into place to limit the amount of corrosion that would occur. The cathodic protection system is nearing the end of its useful life and needs to be upgraded in order for the pipeline to be adequately protected from corrosion. On March 21, 2017, your Board authorized the Water Agency's General Manager to acquire real property rights for the Petaluma Aqueduct Cathodic Protection Upgrade Project. In furtherance of the authority provided the General Manager this item will authorize the General Services Director to enter into two agreements to: 1. To provide the Water Agency a temporary easement for the purpose of installation of cathodic protection equipment at the site; and, 2. To provide the Water Agency a permanent easement of approximately 15 feet by 15 feet on County property as the site for equipment in support of a the upgraded cathodic protection system.

Discussion:

The County of Sonoma (County) owns certain real property (Assessor's Parcel Number 008-471-037) located at 1120 Petaluma Boulevard South, Petaluma and commonly known as the Petaluma Veterans 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 Sonoma County Water Agency requests from the County a permanent easement for the purpose of maintaining water pipeline corrosion protection equipment that will be installed on the property. The Agency also requests from the County a temporary easement on the property to facilitate installation of pipeline corrosion protection equipment for the Petaluma Aqueduct Pipeline.

The Sonoma County Water Agency owns and operates the Petaluma Aqueduct Pipeline (Pipeline). The Pipeline is the primary source of potable water for the cities of Rohnert Park, Cotati and Petaluma, as well as northern Marin County. The Cathodic Protection Upgrade Project (Project) is a cathodic protection upgrade project for the existing Petaluma Aqueduct Pipeline. The Project will replace the existing cathodic protection improvements, which are at the end of their expected service life, with new/upgraded cathodic protection improvements. The new/upgraded cathodic protection improvements will significantly extend the service life of the existing pipeline.

Major factors in the evaluation of potential sites for installation of the upgraded cathodic protection stations included availability of power; ease of access for installation of the stations; and, ease of vehicle and equipment access to facilitate long-term maintenance. Based on these and other criteria the northerly edge of the Petaluma Veterans Memorial Building property was identified as a suitable site for installation of an upgraded station. The 763 square foot temporary easement will be used as the construction site. Equipment used to construct the station will include a drilling rig and excavation equipment. After the station is completed, the temporary easement will expire and the 216 square foot permanent easement will take effect. The water agency will access station on the temporary easement to conduct routine maintenance of the equipment.

Veterans at the Petaluma Veterans Hall have been informed of this project by General Services staff. The Veterans have expressed no objections to the project.

The Water Agency appraised the value of the permanent easement and temporary construction easement at five thousand dollars (\$5,000). General Services staff has reviewed the estimate of value provided by the Water Agency and considers the amount to be fair and reasonable.

Proposed Action

Upon a finding by the Board 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 of Supervisors may, by one action, approve the conveyance of an easement to a public entity. (California Government Code Section 25525.6).

Staff recommends the Board find that the conveyance of the temporary and the permanent easements to the Sonoma County Water Authority is in the public interest and will not interfere with the County's use of the property. The proposed action to provide the Sonoma County Water Agency certain easements on County property to deliver potable water to the public in both Sonoma and Marin Counties 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

easements 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.

Prior Board Actions:

03/21/2017 - Authorize General Manager of the Water Agency to execute Easement Agreements and Purchase Agreements for Petaluma Aqueduct Cathodic Protection Upgrade Project.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

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	\$5,000		
Use of Fund Balance			
Contingencies			
Total Sources	\$5,000		

Narrative Explanation of Fiscal Impacts:

On March 21, 2017, your Board authorized the Water Agency’s General Manager to acquire real property rights for the Petaluma Aqueduct Cathodic Protection Upgrade Project. The easements described are among the real property rights the Water Agency General Manager has been authorized to acquire. The Sonoma County Water Agency will pay the County \$5,000 as consideration for the easement rights. Payments from the Sonoma County Water Agency are reflected as Funding Sources.

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: Temporary Construction Easement Agreement Attachment 2: Easement and Agreement with Exhibit Attachment 3: Purchase Agreement with Exhibit
Related Items "On File" with the Clerk of the Board:
None

**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

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Agreement, made and entered into on _____, 20__, 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 called the "Licensee"), and **County of Sonoma**, a political subdivision of the State of California, (hereinafter called the "Licensor").

RECITALS

WHEREAS, Licensor 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 1530, beginning at Page 302, Official Records of Sonoma County, (hereafter referred to as the Licensor's Property); and

WHEREAS, Licensee wishes to obtain a license to access and construct improvements relating to Licensee's Petaluma Aqueduct Corrosion Protection Project (Project).

NOW, THEREFORE, in consideration of the Premises and of the agreements of the respective parties herein set forth, it is mutually agreed as follows:

AGREEMENT

1. License. Licensor hereby grants Licensee a license, subject to all the terms and conditions of this Agreement, to use that portion of real property described in Section 2 below. For purposes of use of this license, Licensee includes Sonoma County Water Agency employees, agents, and contractors.

2. Premises. Licensee is hereby permitted to use the real property described in Exhibit "A" and shown for reference in Exhibit "A-1" attached hereto and made a part hereof (hereinafter, the "Premises").

3. Term. The initial term of this Agreement ("Initial Term") shall be 365 days, commencing on the date of the Project's Notice to Commence, and expiring at midnight 365 days after the Notice to Commence, unless earlier terminated in accordance with Section 6 below or upon filing of the Project's Notice of Completion generally in the form attached hereto as Exhibit B.

4. Use. Licensee shall be able to use the Premises for purposes of Project access and construction purposes over and across said premises.

5. Indemnification. Licensee shall indemnify and defend (with counsel reasonable acceptable to Licensor) and hold Licensor harmless from and against any and all claims, damages, costs, liabilities, losses, and expenses (including reasonable attorneys' fees) arising out of any entry by Licensee or its agents or contractors; provided, however, that Licensee shall have no obligation hereunder to the extent the claim, liability, or expense arises from the negligence or willful misconduct of Licensor

6. Termination by Licensee. Licensee may terminate this Agreement for any reason whatsoever upon thirty (30) days prior written notice to Licensor.

7. Notice. Any notice required or permitted to be given under this Agreement shall be in writing. Delivery of such written notice shall be conclusively taken as sufficiently given forty-eight (48) hours after deposit in the United States Mail, registered or certified, return receipt requested, with the postage thereon fully prepaid, addressed as follows:

If to Licensee: Sonoma County Water Agency
Attention: General Manager
404 Aviation Boulevard
Santa Rosa, California 95403

If to Licensor: County of Sonoma Department of General Services
Attention: Real Estate Manager
2300 County Center Drive, A200
Santa Rosa, CA 95403

Either party may at any time change its address for notices by giving written notice of such change to the other party in the manner provided in this Section 7.

8. No Continuing Waiver. The waiver by Licensee of any breach of any of the provisions of this Agreement shall not constitute a continuing waiver of any subsequent breach of the same, or of any other provision of this Agreement.

9. Signatures of Grantor. Licensor represents and warrants that (a) Licensor is the sole legal and lawful owners of the Property, (b) Licensor has the requisite authority to execute this Agreement on behalf of the interest they represent herein, and to grant the Agreement conveyed herein to the Licensee, and (c) no other party has any legal or equitable claim to or interest in the Property.

10. Subordination Agreement. Licensor warrants that Licensor is the owner in fee simple of the Property, and that on the date it executed this Agreement the Licensor's Property was not subject to any deeds of trust or other encumbrance.

11. General Provisions.

11.1 Time of Essence. Time is and shall be of the essence of this Agreement and of each and every provision contained in this Agreement.

11.2 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.

11.3 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.

11.4 Amount Due Payable in U.S. Money. All sums payable under this Agreement must be paid in lawful money of the United States of America.

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

11.6 Construction of Agreement; Severability. To the extent allowed by law, the provisions in this Agreement shall be construed and given effect in a manner that avoids any violation of statute, regulation, or law. Licensee and Licensor agree that in the event any provision in this Agreement is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such provision shall in no way affect any other provision in this Agreement. Licensor and Licensee 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. Licensor and Licensee further acknowledge that

they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

11.7 Relationship. The parties intend by this Agreement to establish the relationship of Licensor and Licensee only, and do not intend to create a partnership, joint venture, joint enterprise, or any business relationship other than that of Licensor and Licensee.

11.8 Captions. The captions in this Agreement are for convenience only and are not a part of this Agreement. The captions do not in any way limit or amplify the provisions hereof, and shall have no effect upon the construction or interpretation of any part hereof.

11.9 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 License Agreement.

11.10 Notification of Successors or Assigns. In the event Licensor sells, conveys, or assigns any property interests encumbered by this Agreement, Licensor shall notify the successor or assignee of the rights and obligations of both parties as included herein.

LICENSOR HAS CAREFULLY READ AND CONSIDERED THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND HEREBY AGREES THAT LICENSOR SHALL BE BOUND BY ALL SAID TERMS AND CONDITIONS.

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

Licensor: **County of Sonoma**, a political subdivision of the State of California

By: _____
David Rabbitt
Chair, Board of Supervisors

Licensee: **Sonoma County Water Agency**, a body corporate and politic of the State of California

By: _____
David Rabbitt
Chair, Board of Directors

By Agenda Item No. _____ of the Board of Directors of the Sonoma County Water Agency and the Board of Supervisors of the County of Sonoma, dated _____, the _____ is authorized to sign this Agreement.

REVIEWED AS TO SUBSTANCE:
FOR LICENSEE:

General Manager

APPROVED AS TO FORM
FOR LICENSEE:

Deputy County Counsel

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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

Petaluma Aqueduct Cathodic Upgrade Project
(C.P. Station No. 8)

License Area
Lands of County of Sonoma (Petaluma Veterans Hall)

Real property situated in the City of Petaluma, County of Sonoma, State of California, described as follows:

A portion of the lands of the County of Sonoma as described by that certain deed recorded in Book 1530 of Official Records, beginning at page 302, Sonoma County Records, as shown upon that certain Parcel Map No. 259, filed in Book 474 of Maps at Pages 46 and 47, Sonoma County Records, being more particularly described as follows:

Commencing for reference at the northeast corner of Lot 2 as shown upon said Parcel Map; Thence westerly for reference, along the northern boundary of said Lot 2, South 89°42'30" West, 66.92 feet to the beginning of a tangent curve concaved northerly, and having a radius of 860.00 feet; Thence continuing for reference westerly along the arc of said curve, deflecting to the right through a central angle (delta) of 0°36'47", for an arc distance (length) of 9.20 feet to the Point of Beginning of the portion of said Lands of the County of Sonoma herein described; Thence from said Point of Beginning, continuing westerly along the arc of said curve, deflecting to the right through a central angle (delta) of 01°29'31", an arc distance (length) of 22.40 feet; Thence departing from northerly Boundary, South 28°16'13" West, 49.55 feet; thence North 89°32'38" East, 22.71 feet; thence North 28°16'13" East, 48.87 feet to the Point of Beginning.

Excepting from, that portion of the hereinabove described portion of Lot 2, described as follows:

Commencing for reference at the northeast corner of Lot 2 as shown upon said Parcel Map; Thence westerly for reference along the northern boundary of said Lot 2, South 89°42'30" West, 66.92 feet to the beginning of a tangent curve concaved northerly, and having a radius of 860.00 feet; Thence continuing for reference, westerly along the arc of said curve, deflecting to the right through a central angle (delta) of 01°06'21", for an arc distance (length) of 16.60 feet to the Point of Beginning of the portion of the Lands of the County of Sonoma herein described; Thence from said Point of Beginning, continuing westerly along the arc of said curve, deflecting to the right through a central angle (delta) of 0°59'58", for an arc distance (length) of 15.00 feet; Thence departing from said northern boundary, South 01°18'49" West, 14.44 feet; Thence

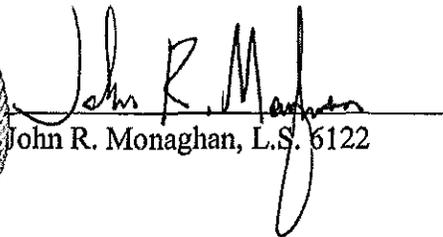
South 88°41'11" East, 15.00 feet; thence North 01°18'49" East, 14.44 feet to the Point of Beginning.

The hereinabove described portion of the said Lands of the County of Sonoma contains 763 square feet (0.018 acres), more or less, and being a portion of A.P.N. 008-471-037.

Bearings called for by this Legal Description are based upon said Parcel Map No. 259.

This Legal Description and its accompanying plat were prepared by me or under my direction in October 2012.




John R. Monaghan, L.S. 6122

10.2.12
Date

EXHIBIT "A-1"

PLAT TO ACCOMPANY LEGAL DESCRIPTION

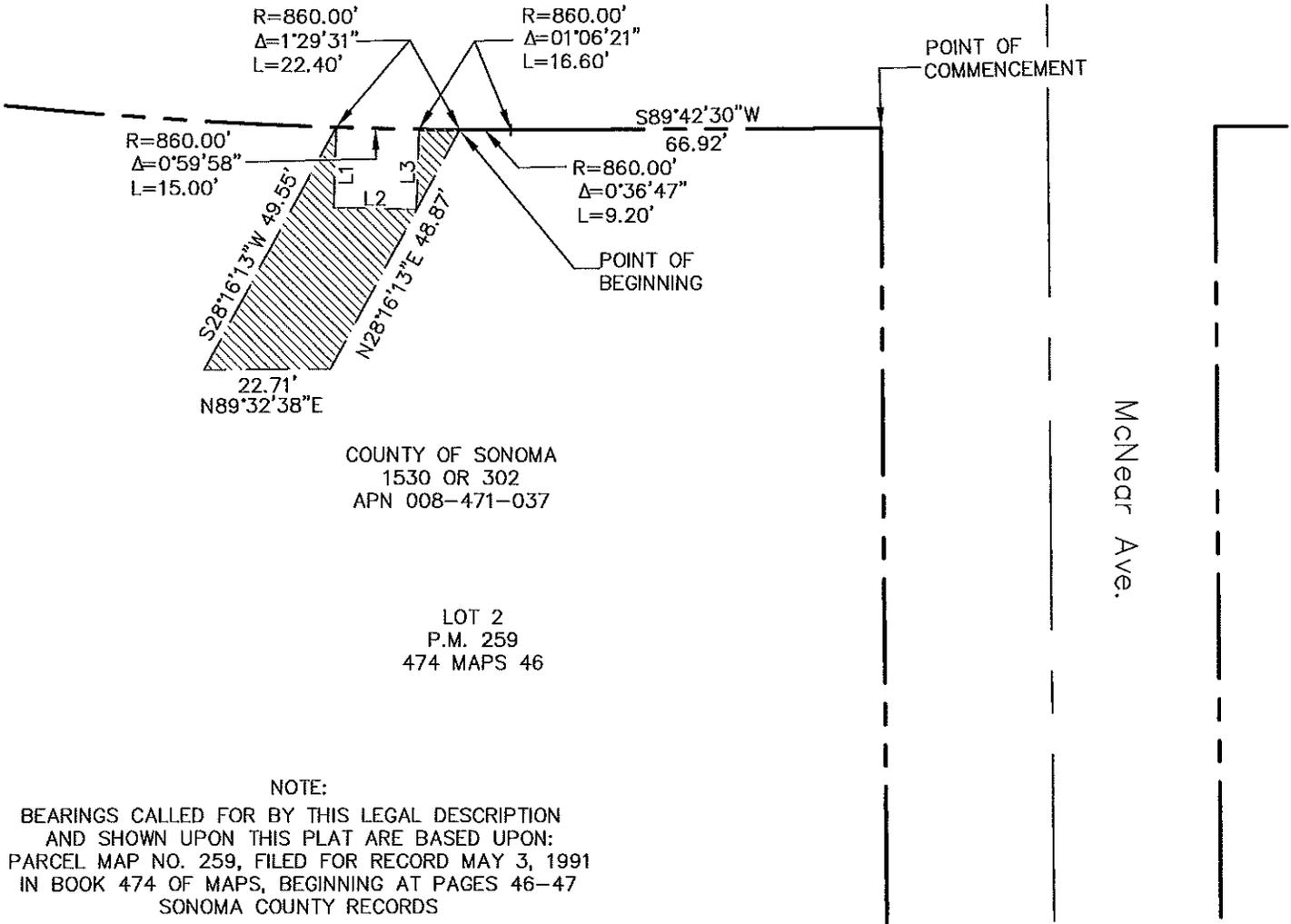


KEY

LICENSE AREA
216 SQ. FT. (0.005 AC.)±

Petaluma Blvd. South

LINE	BEARING	DIST.
L1	S01°18'49"W	14.44'
L2	S88°41'11"E	15.00'
L3	N01°18'49"E	14.44'



NOTE:

BEARINGS CALLED FOR BY THIS LEGAL DESCRIPTION
AND SHOWN UPON THIS PLAT ARE BASED UPON:
PARCEL MAP NO. 259, FILED FOR RECORD MAY 3, 1991
IN BOOK 474 OF MAPS, BEGINNING AT PAGES 46-47
SONOMA COUNTY RECORDS

\\SD-Data\Survey\Land Projects\AQUEDUCT-PetalumaCatholicUpgrade\dwg\McNEAR_AVE.dwg



Petaluma Aqueduct Cathodic Upgrade

License Area

Lands of the County of Sonoma, 1530 OR 302

SCALE
1"=30'

SHEET
1 OF 1

Exhibit "B"

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the undersigned Sonoma County Water Agency located at 404 Aviation Boulevard, Santa Rosa, California, caused certain work to be performed on property owned by the Sonoma County Water Agency, which work is generally described as follows:

Contract No. _____ for the Petaluma Aqueduct Cathodic Protection Upgrade Project (Project) consisting of construction of an Anode Well.

The Project is located Petaluma Boulevard South between McNear Street and Mountain View Avenue on easements owned by Sonoma County Water Agency within the incorporated City of Petaluma, Sonoma County, California.

That the contract for the performance of such work was awarded to _____; that said work was complete on _____, 20____, and was accepted by the Board of Directors on _____, 20____; that said _____ is the contractor and _____ is the surety on the contractor's bonds.

STATE OF CALIFORNIA)
COUNTY OF SONOMA)

Verification

I, Grant Davis, am General Manager of the Sonoma County Water Agency and am authorized to make this verification on behalf of Sonoma County Water Agency. I have read the foregoing Notice of Completion and know the contents thereof. I am informed and believe, and thereon state, that the matters stated therein are true.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at Santa Rosa, California this _____ day of _____, 20____.

By: _____
Grant Davis
General Manager

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed Temporary Construction Easement Agreement dated _____, from **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, and the terms specified therein are 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: _____

Grant Davis
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

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 1530, beginning at Page 302, Official Records of Sonoma County, (hereafter referred to as the "Grantor's Property").

WHEREAS, Water Agency owns and operates a water transmission pipeline located within the public right of way identified as Petaluma Boulevard South.

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 Access Agreement, for the purposes of construction, maintenance, operation, inspection, repair, alteration, enlargement, and reconstruction of one or more water transmission pipelines, and all necessary appurtenances thereto located within the Easement Area.

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 construction, maintenance, operation, inspection, repair, alteration, enlargement, and reconstruction of one or more water transmission pipelines, and all necessary appurtenances thereto within the Easement Area. 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: _____
David Rabbitt
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: _____
David Rabbitt
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 ACKNOWLEDGEMENT

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.

Signature _____
Signature of Notary Public

Place Notary Seal Above

EXHIBIT "A"
Legal Description

Petaluma Aqueduct Cathodic Upgrade Project
(C.P. Station No. 8)

Easement Area
Lands of the County of Sonoma (Petaluma Veterans Hall)

Real property situated in the City of Petaluma, County of Sonoma, State of California, described as follows:

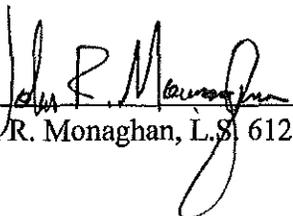
A portion of the lands of the County of Sonoma as described by that certain deed recorded in Book 1530 of Official Records, beginning at page 302, Sonoma County Records, as shown upon that certain Parcel Map No. 259, filed in Book 474 of Maps at Pages 46 and 47, Sonoma County Records, being more particularly described as follows:

Commencing for reference at the northeast corner of Lot 2 as shown upon said Parcel Map; Thence westerly for reference along the northern boundary of said Lot 2, South 89°42'30" West, 66.92 feet to the beginning of a tangent curve concaved northerly, and having a radius of 860.00 feet; Thence continuing for reference, westerly along the arc of said curve, deflecting to the right through a central angle (delta) of 01°06'21", for an arc distance (length) of 16.60 feet to the Point of Beginning of the portion of the Lands of the County of Sonoma herein described; Thence from said Point of Beginning, continuing westerly along the arc of said curve, deflecting to the right through a central angle (delta) of 0°59'58", for an arc distance (length) of 15.00 feet; Thence departing from said northern boundary, South 01°18'49" West, 14.44 feet; Thence South 88°41'11" East, 15.00 feet; thence North 01°18'49" East, 14.44 feet to the Point of Beginning, containing 216 square feet (0.005 acres), more or less, and being a portion of Sonoma County Assessor's Parcel (A.P.N.) 008-471-037.

Bearings called for by this Legal Description are based upon said Parcel Map No. 259.

This Legal Description and its accompanying plat were prepared by me or under my direction in October 2012.




John R. Monaghan, L.S. 6122

10.2.12
Date

EXHIBIT "A-1"

PLAT TO ACCOMPANY LEGAL DESCRIPTION

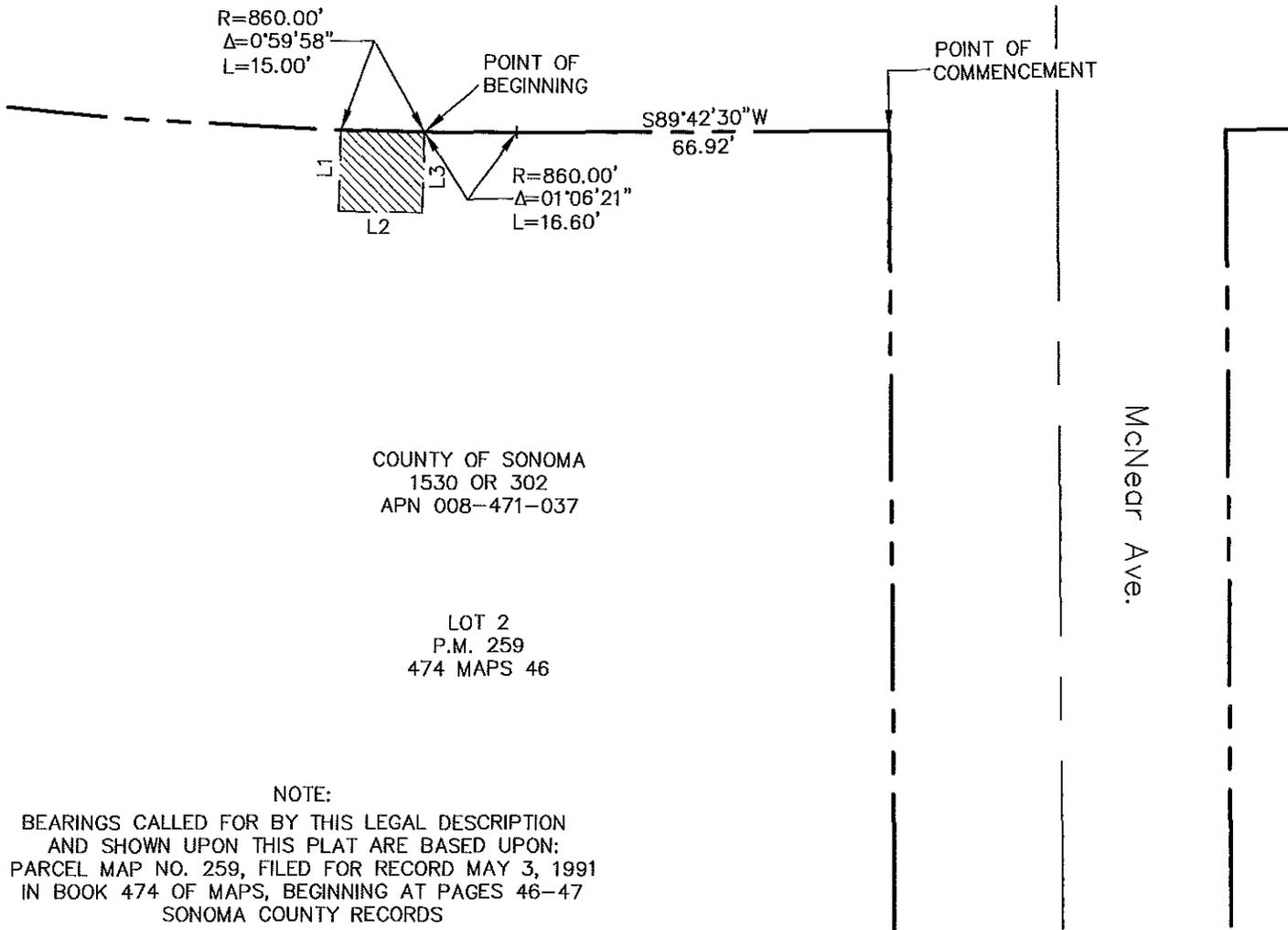
KEY

 EASEMENT AREA
216 SQ. FT. (0.005 AC.)±



Petaluma Blvd. South

LINE	BEARING	DIST.
L1	S01°18'49"W	14.44'
L2	S88°41'11"E	15.00'
L3	N01°18'49"E	14.44'



COUNTY OF SONOMA
1530 OR 302
APN 008-471-037

LOT 2
P.M. 259
474 MAPS 46

NOTE:

BEARINGS CALLED FOR BY THIS LEGAL DESCRIPTION
AND SHOWN UPON THIS PLAT ARE BASED UPON:
PARCEL MAP NO. 259, FILED FOR RECORD MAY 3, 1991
IN BOOK 474 OF MAPS, BEGINNING AT PAGES 46-47
SONOMA COUNTY RECORDS



Petaluma Aqueduct Cathodic Upgrade

Easement Area

Lands of the County of Sonoma, 1530 OR 302

SCALE
1"=30'

SHEET
1 OF 1

\\SD-Data\Survey\Land Projects\AQUEDUCT-PetalumaCathodicUpgrade\dwg\McNEAR_AVE.dwg

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: _____

Grant Davis
General Manager

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 a Temporary Construction Easement Agreement in the form attached hereto, marked Exhibit "B", and made a part hereof by this reference, conveying to Agency a temporary construction easement referred to in said Exhibit "B". 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 **Five Thousand Dollars (\$5,000)**. 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.

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 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 Directors Clerk, Board of Directors

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

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 1530, beginning at Page 302, Official Records of Sonoma County, (hereafter referred to as the "Grantor's Property").

WHEREAS, Water Agency owns and operates a water transmission pipeline located within the public right of way identified as Petaluma Boulevard South.

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 Access Agreement, for the purposes of construction, maintenance, operation, inspection, repair, alteration, enlargement, and reconstruction of one or more water transmission pipelines, and all necessary appurtenances thereto located within the Easement Area.

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 construction, maintenance, operation, inspection, repair, alteration, enlargement, and reconstruction of one or more water transmission pipelines, and all necessary appurtenances thereto within the Easement Area. 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: _____
David Rabbitt
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: _____
David Rabbitt
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 ACKNOWLEDGEMENT

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

Petaluma Aqueduct Cathodic Upgrade Project
(C.P. Station No. 8)

Easement Area
Lands of the County of Sonoma (Petaluma Veterans Hall)

Real property situated in the City of Petaluma, County of Sonoma, State of California, described as follows:

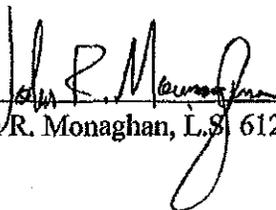
A portion of the lands of the County of Sonoma as described by that certain deed recorded in Book 1530 of Official Records, beginning at page 302, Sonoma County Records, as shown upon that certain Parcel Map No. 259, filed in Book 474 of Maps at Pages 46 and 47, Sonoma County Records, being more particularly described as follows:

Commencing for reference at the northeast corner of Lot 2 as shown upon said Parcel Map; Thence westerly for reference along the northern boundary of said Lot 2, South 89°42'30" West, 66.92 feet to the beginning of a tangent curve concaved northerly, and having a radius of 860.00 feet; Thence continuing for reference, westerly along the arc of said curve, deflecting to the right through a central angle (delta) of 01°06'21", for an arc distance (length) of 16.60 feet to the Point of Beginning of the portion of the Lands of the County of Sonoma herein described; Thence from said Point of Beginning, continuing westerly along the arc of said curve, deflecting to the right through a central angle (delta) of 0°59'58", for an arc distance (length) of 15.00 feet; Thence departing from said northern boundary, South 01°18'49" West, 14.44 feet; Thence South 88°41'11" East, 15.00 feet; thence North 01°18'49" East, 14.44 feet to the Point of Beginning, containing 216 square feet (0.005 acres), more or less, and being a portion of Sonoma County Assessor's Parcel (A.P.N.) 008-471-037.

Bearings called for by this Legal Description are based upon said Parcel Map No. 259.

This Legal Description and its accompanying plat were prepared by me or under my direction in October 2012.




John R. Monaghan, L.S. 6122

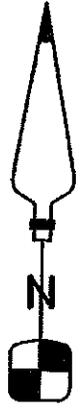
10.2.12
Date

EXHIBIT "A-1"

PLAT TO ACCOMPANY LEGAL DESCRIPTION

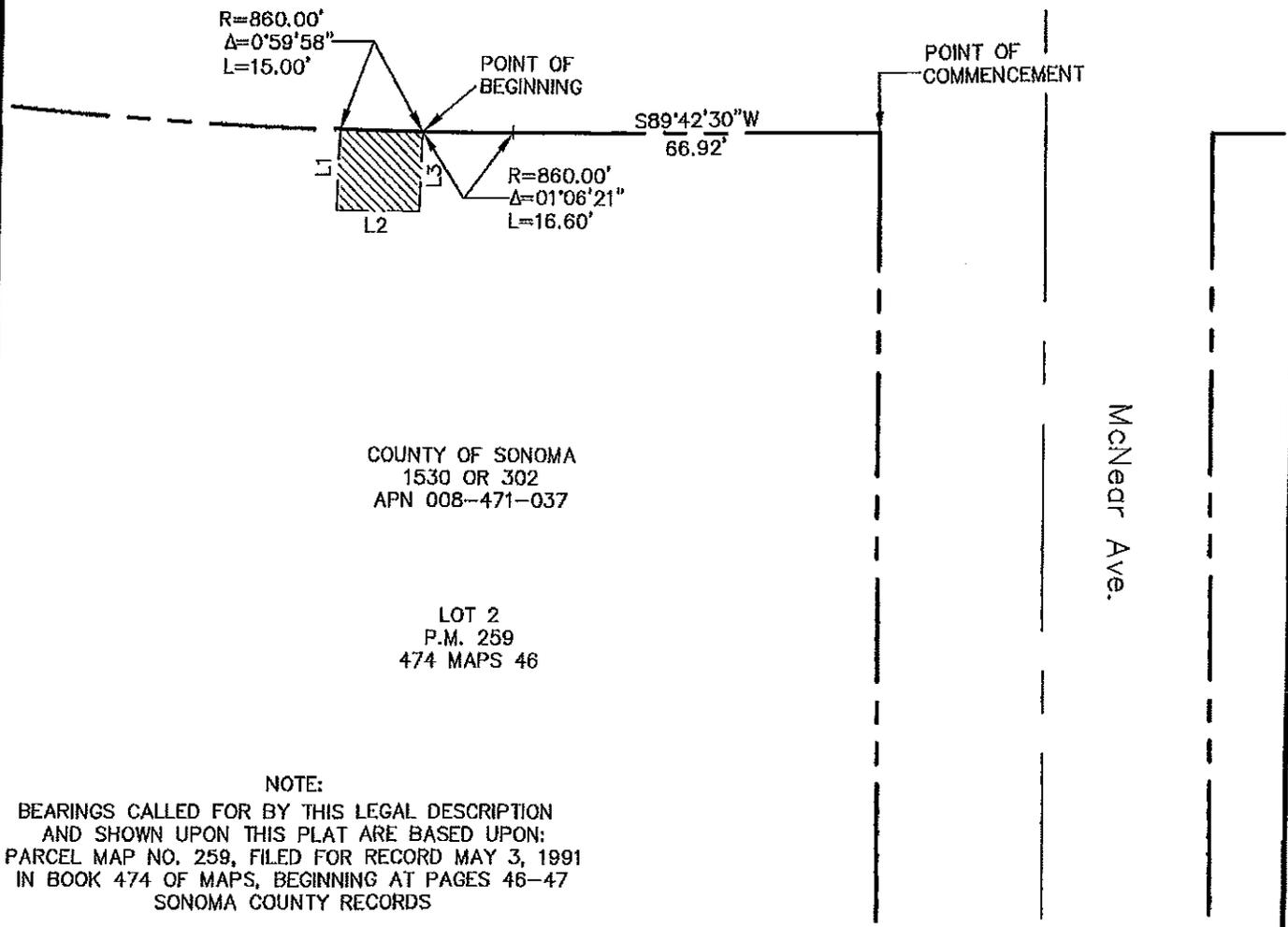
KEY

 EASEMENT AREA
216 SQ. FT. (0.005 AC.)±



Petaluma Blvd. South

LINE	BEARING	DIST.
L1	S01°18'49"W	14.44'
L2	S88°41'11"E	15.00'
L3	N01°18'49"E	14.44'



NOTE:

BEARINGS CALLED FOR BY THIS LEGAL DESCRIPTION
AND SHOWN UPON THIS PLAT ARE BASED UPON:
PARCEL MAP NO. 259, FILED FOR RECORD MAY 3, 1991
IN BOOK 474 OF MAPS, BEGINNING AT PAGES 46-47
SONOMA COUNTY RECORDS



Petaluma Aqueduct Cathodic Upgrade

Easement Area

Lands of the County of Sonoma, 1530 OR 302

SCALE
1"=30'

SHEET
1 OF 1

A-7

\\SD-Data\Survey\Land Projects\AQUEDUCT-PetalumaCathodicUpgrade.dwg\McNEAR AVE.dwg

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: _____

Grant Davis
General Manager

EXHIBIT "B"

**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

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Agreement, made and entered into on _____, 20__, 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 called the "Licensee"), and **County of Sonoma**, a political subdivision of the State of California, (hereinafter called the "Licensor").

RECITALS

WHEREAS, Licensor 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 1530, beginning at Page 302, Official Records of Sonoma County, (hereafter referred to as the Licensor's Property); and

WHEREAS, Licensee wishes to obtain a license to access and construct improvements relating to Licensee's Petaluma Aqueduct Corrosion Protection Project (Project).

NOW, THEREFORE, in consideration of the Premises and of the agreements of the respective parties herein set forth, it is mutually agreed as follows:

AGREEMENT

1. License. Licensor hereby grants Licensee a license, subject to all the terms and conditions of this Agreement, to use that portion of real property described in Section 2 below. For purposes of use of this license, Licensee includes Sonoma County Water Agency employees, agents, and contractors.

2. Premises. Licensee is hereby permitted to use the real property described in Exhibit "A" and shown for reference in Exhibit "A-1" attached hereto and made a part hereof (hereinafter, the "Premises").

3. Term. The initial term of this Agreement ("Initial Term") shall be 365 days, commencing on the date of the Project's Notice to Commence, and expiring at midnight 365 days after the Notice to Commence, unless earlier terminated in accordance with Section 6 below or upon filing of the Project's Notice of Completion generally in the form attached hereto as Exhibit B.

4. Use. Licensee shall be able to use the Premises for purposes of Project access and construction purposes over and across said premises.

5. Indemnification. Licensee shall indemnify and defend (with counsel reasonable acceptable to Licensor) and hold Licensor harmless from and against any and all claims, damages, costs, liabilities, losses, and expenses (including reasonable attorneys' fees) arising out of any entry by Licensee or its agents or contractors; provided, however, that Licensee shall have no obligation hereunder to the extent the claim, liability, or expense arises from the negligence or willful misconduct of Licensor

6. Termination by Licensee. Licensee may terminate this Agreement for any reason whatsoever upon thirty (30) days prior written notice to Licensor.

7. Notice. Any notice required or permitted to be given under this Agreement shall be in writing. Delivery of such written notice shall be conclusively taken as sufficiently given forty-eight (48) hours after deposit in the United States Mail, registered or certified, return receipt requested, with the postage thereon fully prepaid, addressed as follows:

If to Licensee: Sonoma County Water Agency
Attention: General Manager
404 Aviation Boulevard
Santa Rosa, California 95403

If to Licensor: County of Sonoma Department of General Services
Attention: Real Estate Manager
2300 County Center Drive, A200
Santa Rosa, CA 95403

Either party may at any time change its address for notices by giving written notice of such change to the other party in the manner provided in this Section 7.

8. No Continuing Waiver. The waiver by Licensee of any breach of any of the provisions of this Agreement shall not constitute a continuing waiver of any subsequent breach of the same, or of any other provision of this Agreement.

9. Signatures of Grantor. Licensor represents and warrants that (a) Licensor is the sole legal and lawful owners of the Property, (b) Licensor has the requisite authority to execute this Agreement on behalf of the interest they represent herein, and to grant the Agreement conveyed herein to the Licensee, and (c) no other party has any legal or equitable claim to or interest in the Property.

10. Subordination Agreement. Licensor warrants that Licensor is the owner in fee simple of the Property, and that on the date it executed this Agreement the Licensor's Property was not subject to any deeds of trust or other encumbrance.

11. General Provisions.

11.1 Time of Essence. Time is and shall be of the essence of this Agreement and of each and every provision contained in this Agreement.

11.2 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.

11.3 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.

11.4 Amount Due Payable in U.S. Money. All sums payable under this Agreement must be paid in lawful money of the United States of America.

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

11.6 Construction of Agreement; Severability. To the extent allowed by law, the provisions in this Agreement shall be construed and given effect in a manner that avoids any violation of statute, regulation, or law. Licensee and Licensor agree that in the event any provision in this Agreement is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such provision shall in no way affect any other provision in this Agreement. Licensor and Licensee 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. Licensor and Licensee further acknowledge that

they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

11.7 Relationship. The parties intend by this Agreement to establish the relationship of Licensor and Licensee only, and do not intend to create a partnership, joint venture, joint enterprise, or any business relationship other than that of Licensor and Licensee.

11.8 Captions. The captions in this Agreement are for convenience only and are not a part of this Agreement. The captions do not in any way limit or amplify the provisions hereof, and shall have no effect upon the construction or interpretation of any part hereof.

11.9 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 License Agreement.

11.10 Notification of Successors or Assigns. In the event Licensor sells, conveys, or assigns any property interests encumbered by this Agreement, Licensor shall notify the successor or assignee of the rights and obligations of both parties as included herein.

LICENSOR HAS CAREFULLY READ AND CONSIDERED THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND HEREBY AGREES THAT LICENSOR SHALL BE BOUND BY ALL SAID TERMS AND CONDITIONS.

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

Licensor: **County of Sonoma**, a political subdivision of the State of California

By: _____
David Rabbitt
Chair, Board of Supervisors

Licensee: **Sonoma County Water Agency**, a body corporate and politic of the State of California

By: _____
David Rabbitt
Chair, Board of Directors

By Agenda Item No. _____ of the Board of Directors of the Sonoma County Water Agency and the Board of Supervisors of the County of Sonoma, dated _____, the _____ is authorized to sign this Agreement.

REVIEWED AS TO SUBSTANCE:
FOR LICENSEE:

General Manager

APPROVED AS TO FORM
FOR LICENSEE:

Deputy County Counsel

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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.

Signature _____
Signature of Notary Public

Place Notary Seal Above

EXHIBIT "A"
Legal Description

Petaluma Aqueduct Cathodic Upgrade Project
(C.P. Station No. 8)

License Area
Lands of County of Sonoma (Petaluma Veterans Hall)

Real property situated in the City of Petaluma, County of Sonoma, State of California, described as follows:

A portion of the lands of the County of Sonoma as described by that certain deed recorded in Book 1530 of Official Records, beginning at page 302, Sonoma County Records, as shown upon that certain Parcel Map No. 259, filed in Book 474 of Maps at Pages 46 and 47, Sonoma County Records, being more particularly described as follows:

Commencing for reference at the northeast corner of Lot 2 as shown upon said Parcel Map; Thence westerly for reference, along the northern boundary of said Lot 2, South $89^{\circ}42'30''$ West, 66.92 feet to the beginning of a tangent curve concaved northerly, and having a radius of 860.00 feet; Thence continuing for reference westerly along the arc of said curve, deflecting to the right through a central angle (delta) of $0^{\circ}36'47''$, for an arc distance (length) of 9.20 feet to the Point of Beginning of the portion of said Lands of the County of Sonoma herein described; Thence from said Point of Beginning, continuing westerly along the arc of said curve, deflecting to the right through a central angle (delta) of $01^{\circ}29'31''$, an arc distance (length) of 22.40 feet; Thence departing from northerly Boundary, South $28^{\circ}16'13''$ West, 49.55 feet; thence North $89^{\circ}32'38''$ East, 22.71 feet; thence North $28^{\circ}16'13''$ East, 48.87 feet to the Point of Beginning.

Excepting from, that portion of the hereinabove described portion of Lot 2, described as follows:

Commencing for reference at the northeast corner of Lot 2 as shown upon said Parcel Map; Thence westerly for reference along the northern boundary of said Lot 2, South $89^{\circ}42'30''$ West, 66.92 feet to the beginning of a tangent curve concaved northerly, and having a radius of 860.00 feet; Thence continuing for reference, westerly along the arc of said curve, deflecting to the right through a central angle (delta) of $01^{\circ}06'21''$, for an arc distance (length) of 16.60 feet to the Point of Beginning of the portion of the Lands of the County of Sonoma herein described; Thence from said Point of Beginning, continuing westerly along the arc of said curve, deflecting to the right through a central angle (delta) of $0^{\circ}59'58''$, for an arc distance (length) of 15.00 feet; Thence departing from said northern boundary, South $01^{\circ}18'49''$ West, 14.44 feet; Thence

South 88°41'11" East, 15.00 feet; thence North 01°18'49" East, 14.44 feet to the Point of Beginning.

The hereinabove described portion of the said Lands of the County of Sonoma contains 763 square feet (0.018 acres), more or less, and being a portion of A.P.N. 008-471-037.

Bearings called for by this Legal Description are based upon said Parcel Map No. 259.

This Legal Description and its accompanying plat were prepared by me or under my direction in October 2012.



John R. Monaghan
John R. Monaghan, L.S. 6122

10.2.12
Date

EXHIBIT "A-1"

PLAT TO ACCOMPANY LEGAL DESCRIPTION

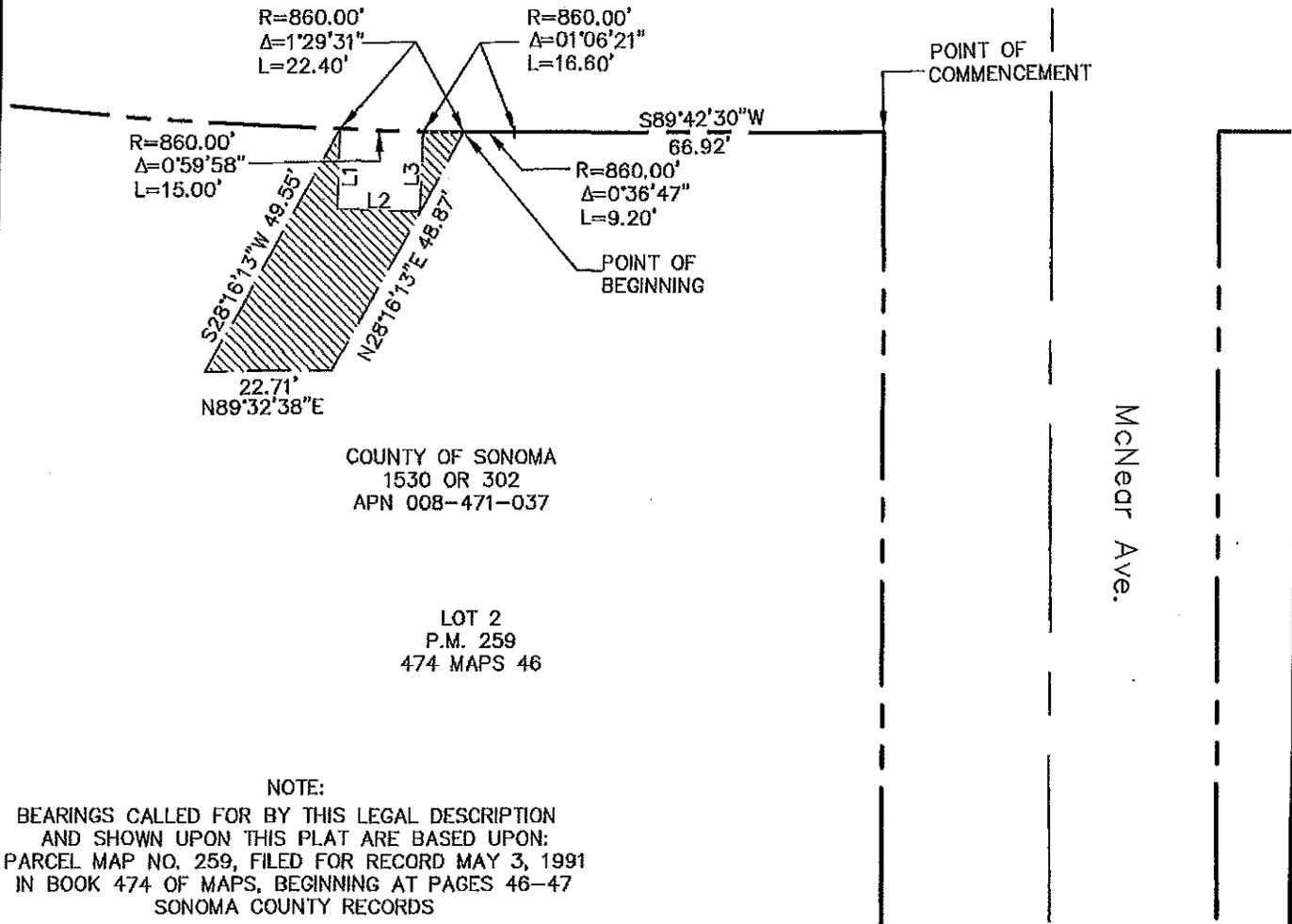


KEY

LICENSE AREA
216 SQ. FT. (0.005 AC.)±

Petaluma Blvd. South

LINE	BEARING	DIST.
L1	S01°18'49"W	14.44'
L2	S88°41'11"E	15.00'
L3	N01°18'49"E	14.44'



\\SD-Data\Survey\Land Projects\AQUEDUCT-PetalumaCathodicUpgrade.dwg\McNEAR AVE.dwg



Petaluma Aqueduct Cathodic Upgrade
License Area
Lands of the County of Sonoma, 1530 OR 302

SCALE 1"=30'
SHEET 1 OF 1

Exhibit "B"

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the undersigned Sonoma County Water Agency located at 404 Aviation Boulevard, Santa Rosa, California, caused certain work to be performed on property owned by the Sonoma County Water Agency, which work is generally described as follows:

Contract No. _____ for the Petaluma Aqueduct Cathodic Protection Upgrade Project (Project) consisting of construction of an Anode Well.

The Project is located Petaluma Boulevard South between McNear Street and Mountain View Avenue on easements owned by Sonoma County Water Agency within the incorporated City of Petaluma, Sonoma County, California.

That the contract for the performance of such work was awarded to _____; that said work was complete on _____, 20____, and was accepted by the Board of Directors on _____, 20____; that said _____ is the contractor and _____ is the surety on the contractor's bonds.

STATE OF CALIFORNIA)
COUNTY OF SONOMA)

Verification

I, Grant Davis, am General Manager of the Sonoma County Water Agency and am authorized to make this verification on behalf of Sonoma County Water Agency. I have read the foregoing Notice of Completion and know the contents thereof. I am informed and believe, and thereon state, that the matters stated therein are true.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at Santa Rosa, California this _____ day of _____, 20_____.

By: _____
Grant Davis
General Manager

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed Temporary Construction Easement Agreement dated _____, from **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, and the terms specified therein are 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: _____

Grant Davis
General Manager



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 of Sonoma County

Board Agenda Date: May 23, 2017

Vote Requirement: Majority

Department or Agency Name(s): Department of Health Services

Staff Name and Phone Number:

Barbie Robinson, 565-7876

Supervisorial District(s):

Title: Medi-Cal Managed Care Rate Range Intergovernmental Transfer

Recommended Actions:

Authorize the Director of Health Services to execute agreements necessary to complete an Intergovernmental Transfer and place funds in the Sustainability Reserve to fund one-time costs consistent with Partnership HealthPlan of California's identified priorities such as those associated with moving Behavioral Health programs from their current location at the Chanate complex to the new Behavioral Health campus at the Lakes. Specifically authorizing:

- A. Execute an Intergovernmental Transfer Agreement with the California Department of Health Care Services to transfer \$9,449,586 (\$4,476,179 for Rate Year 15-16 and \$4,973,407 for Rate Year 16-17) from the Sonoma County Department of Health Services to the California Department of Health Care Services to support enhanced health services with term of July 1, 2015 through June 30, 2019.
- B. Execute an Intergovernmental Transfer Assessment Fee Agreement with the California Department of Health Care Services to transfer \$1,889,917 (\$895,236 for Rate Year 15-16 and \$994,681 for Rate Year 16-17) from the Sonoma County Department of Health Services to the California Department of Health Care Services to support enhanced health services.
- C. Execute the Seventh Amendment to the Partnership HealthPlan of California Health Plan Provider Agreement to provide Intergovernmental Transfer payments of approximately \$19,490,637 (\$9,177,554 for Rate Year 15-16 and \$10,313,083 for Rate Year 16-17) to the Sonoma County Department of Health Services to maintain and enhance health services with a term of July 1, 2015 through September 30, 2019.
- D. Execute a Memorandum of Understanding with Partnership HealthPlan of California, in conformance with the Intergovernmental Transfer Agreement executed with the California Department of Health Care Services in the amount of approximately \$8,151,134 (\$3,806,140 for Rate Year 15-16 and \$4,344,994 for Rate Year 16-17), subject to County Counsel review, that sets forth use of Intergovernmental Transfer revenue by the Department of Health Services as part of the Partnership HealthPlan of California system of care.

Executive Summary:

This request for Board approval to participate in the Medi-Cal Managed Care Rate Range Intergovernmental Transfer (IGT) represents the seventh and final year that funding will be available through the Medi-Cal Managed Care IGT to secure additional federal revenue to deliver expanded services to the Managed Medi-Cal population. The County has participated in this program since FY 11-12, and has thus far received an additional \$22.6 million in funding to support a core set of programs consistent with the Department's annual goals. Some of the programs supported by IGT to expand services to the Medi-Cal population include the Mobile Response Team that works with law enforcement in responding to individuals experiencing a behavioral health crisis, the Drug Free Babies program which provides perinatal behavioral health services, immunization and other preventive care services, and oral health programming to name a few.

Pursuant to changes included in the federal Medicaid Managed Care regulations released on April 25, 2016, effective FY 17-18 the Medi-Cal Managed Care Rate Range IGT program will end. As a result of the changes to the Medicaid Managed Care regulations and the State's decision to address the final two IGT rate years in FY 17-18, this agenda item addresses the Department's participation in Rate Year 15-16 and Rate Year 16-17. For both rate years, the Department's Intergovernmental Transfer to the California Department of Health Care Services will total approximately \$9.4 million, with resulting total net revenue to the Department of approximately \$8.1 million in FY 17-18.

Discussion:

Intergovernmental Transfer (IGT) is a process where Sonoma County as a tax authority participating in Medi-Cal Managed Care enters into an agreement with the California Department of Health Care Services (the "State") and the Medi-Cal Managed Care plan to increase federal revenue. A flowchart providing an overview of the IGT process is included as Attachment 1.

Rate Years 15-16 and 16-17 IGT Revenue:

As noted above, the Department will receive payment for the final two IGT rate years in FY 17-18. For Rate Year 15-16, the Department will make an initial IGT payment of approximately \$4,476,179 to the State during the first quarter of FY 17-18. The State will draw down federal match and, after retention of an administrative fee, transfer funds to Partnership as enhanced payment for services. Partnership will then transfer funds totaling approximately \$9,177,554 to the Department, resulting in net revenue of approximately \$3,806,140. The State estimates the Rate Year 15-16 IGT payment will be received by the Department in September 2017.

For Rate Year 16-17, the Department will make an initial IGT payment of approximately \$4,973,407 to the State during the second quarter of FY 17-18. The State will draw down federal match and, after retention of an administrative fee, transfer funds to Partnership as enhanced payment for services. Partnership will then transfer funds totaling approximately \$10,313,083 to the Department, resulting in net revenue of approximately \$4,344,994. The State projects the Rate Year 16-17 payment will be received by the Department in the last quarter of 2017. For both rate years, the Department will pay the State approximately \$9.4 million, with resulting total net revenue to the Department of approximately \$8.1.

Each year, IGT revenues fluctuate based on various factors including: 1) the variance between what the State pays Partnership to deliver services to members in the given rate year and the maximum allowable under federal regulation; 2) the mix of Medi-Cal beneficiaries; and 3) the number of eligible Sonoma

County providers participating in the IGT. As indicated in Table 1 below, the Department has received a total of \$22.8 million in net IGT revenue through FY 16-17. For the final two rate years, the Department projects it will receive approximately \$8.1 million of net IGT revenue in FY 17-18, for a total of \$30.9 million through FY 17-18.

	IGT Rate Year (Calculation Year)	IGT Budget Year (Payment Year)	Net IGT Funding
Year 1 IGT	RY 09-10	FY 11-12	\$2.8 Million
Year 2 IGT	RY 10-11	FY 12-13	\$4.5 Million
Year 3 IGT	RY 11-12	FY 13-14	\$5.4 Million
Year 4 IGT	RY 12-13	FY 14-15	\$1.5 Million
Year 5 IGT	RY 13-14	FY 15-16	\$4.2 Million
Year 6 IGT	RY 14-15	FY 16-17	\$4.4 Million
Year 7 IGT	RY 15-16	FY 17-18	\$3.8 Million
	RY 16-17	FY 17-18	\$4.3 Million
Total			\$30.9 Million

FY 17-18 Proposed IGT Expenditures

Since its inception in FY 11-12, IGT revenues have funded a core set of programs consistent with the Department’s annual goals and Partnership’s stated funding priorities. IGT funded services included perinatal behavioral health services, Mobile Support Team, Crisis Assessment Prevention Education Program, clinic integration services, oral health and care coordination, access to care and disease prevention services.

As a result of the discontinuance of the IGT program in FY 17-18, the Department’s proposed FY 17-18 budget does not include any IGT funded services and the impacts associated with the loss in revenue are discussed in the budget. Consistent with guidance from Partnership, the Department will place FY 17-18 IGT revenue into the IGT Sustainability Reserve and utilize said funds for one-time costs consistent with Partnership’s identified priorities. An example of qualifying one-time costs are those associated with moving Behavioral Health programs from their location at the Chanate complex to the new Behavioral Health campus at the Lakes.

As a result of the short time frame established by the State and the Center for Medicare and Medicaid Services for approving the IGT contracts, Partnership has not yet distributed a memorandum of understanding (MOU) to IGT participating entities. In prior years the MOU set forth how the proposed IGT funds would be used and was approved by the Board with the State IGT contracts. Attached is a template MOU that sets forth the Department’s intent to place all IGT revenues received in FY 17-18 into the Sustainability Reserve. In the prior six years the Department has entered into an MOU with Partnership, the MOU has been consistent in terms of form and content. Upon receipt from Partnership, the Department requests delegated authority to execute an MOU with Partnership that is consistent with the attached MOU, subject to County Counsel approval.

Prior Board Actions:

The Board approved Intergovernmental Transfers with the California Department of Health Care Services on June 21, 2016, June 9, 2015, June 24, 2014, March 19, 2013, March 26, 2012, and May 24, 2011.

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

Through participation in the IGT, the County will provide health services for Medi-Cal beneficiaries.

Fiscal Summary

Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses	0	0	0
Additional Appropriation Requested	0	\$11,339,503	0
Total Expenditures		\$11,339,503	0

Funding Sources

General Fund/WA GF	0	0	0
State/Federal	0	\$19,490,637	0
Fees/Other	0	0	0
Use of Fund Balance	0	0	0
Contingencies	0	0	0
Total Sources	0	\$19,490,637	0

Narrative Explanation of Fiscal Impacts:

The Department will include \$11,339,503 in the FY 17-18 budget for the Intergovernmental Transfer agreements through the FY 17-18 supplemental budget process (see table below for breakdown). The Department has sufficient Fund Balance for the State agreement expenditures, which are returned by the State almost immediately to restore Fund Balance.

	Rate Year 15-16	Rate Year 16-17	Total
State IGT Agreement	\$4,476,179	\$4,973,407	\$9,449,586
State Assessment Fee Agreement	\$895,236	\$994,681	\$1,889,917

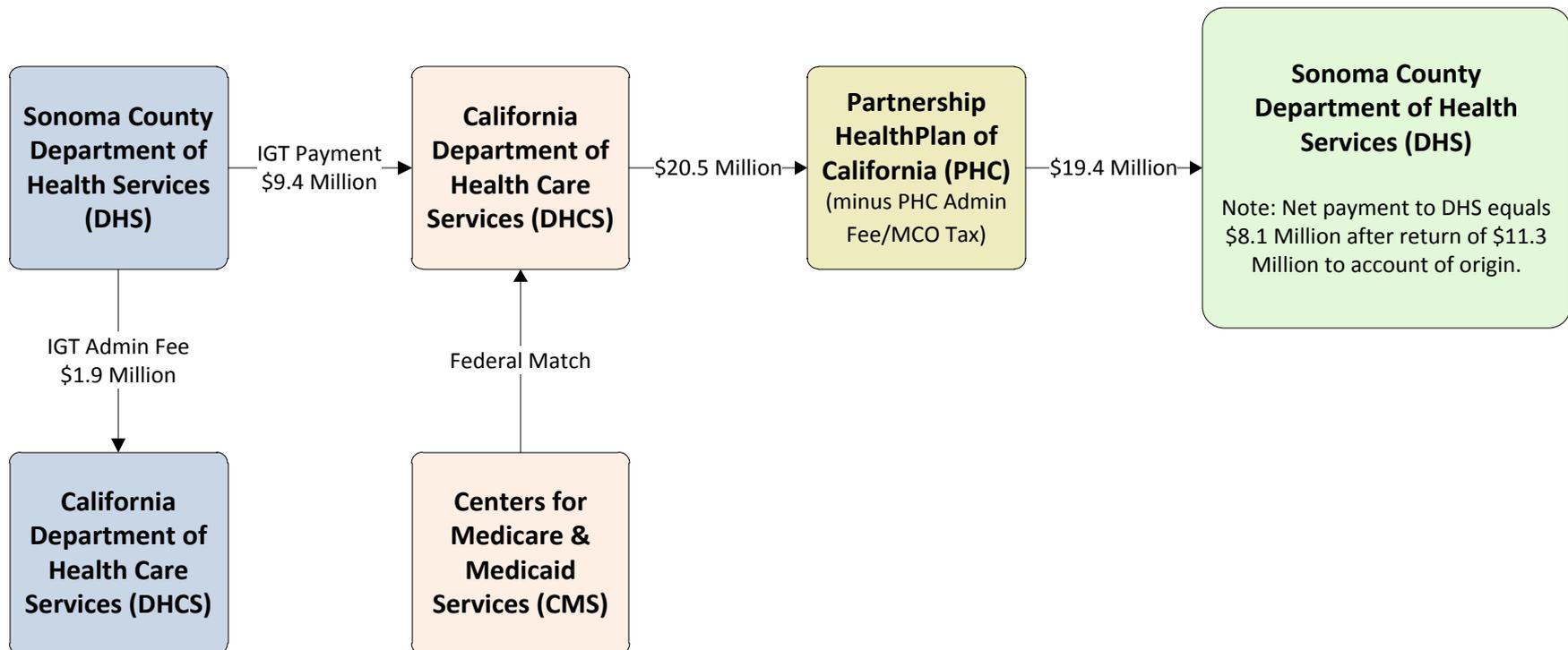
Revenue from the Health Plan Provider Agreement of approximately \$19,490,637 (\$9,177,554 for Rate Year 15-16 and \$10,313,083 for Rate Year 16-17) will result in net revenue of \$8,151,134 (\$3,806,140 for Rate Year 15-16 and \$4,344,994 for Rate Year 16-17). The Department has not budgeted expenditures for the net revenue.

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:			
1) IGT Flowchart, 2) Seven-Year Summary of IGT Funded Services and Programs, 3) DHCS Intergovernmental Agreement Regarding Transfer of Public Funds, 4) DHCS Intergovernmental Transfer Assessment Fee Agreement, 5) Seventh Amendment to the Health Plan Provider Agreement with Partnership, 6) IGT Revenue and Expenditure Summary, 7) Draft Memorandum of Understanding with Partnership			
Related Items “On File” with the Clerk of the Board:			
None			

Sonoma County Department of Health Services

Attachment 1

FY 17-18 Intergovernmental Transfer Flowchart (Rate Years 15-16/16-17)



**Seven-Year Summary of IGT Funded Services and Programs
Attachment 2**

Description	FY 11-12 RY 09-10	FY 12-13 RY 10-11	FY 13-14 RY 11-12	FY 14-15 RY 12-13	FY 15-16 RY 13-14	FY 16-17 RY 14-15	FY 17-18 RY 15-16/16-17 (Projected) (See Note 2)
Behavioral Health							
Mobile Support Team	27,503	370,002	440,000	440,000	501,500	436,773	-
CAPE	-	-	280,000	280,000	318,500	277,947	-
Clinic Integration Services	-	-	1,060,389	845,437	869,397	758,792	-
Medi-Cal Outpatient - DAAC	76,800	67,800	76,800	76,800	92,040	307,977	-
SUDS Residential Services	58,241	-	75,755	-	-	-	-
Perinatal ACE's	19,062	229,826	182,416	231,836	381,971	104,983	-
Facilities	-	-	-	-	-	-	171,766
Subtotal Behavioral Health	181,607	667,628	2,115,360	1,874,073	2,163,408	1,886,472	171,766
Public Health							
Chronic Disease Prevention & Community Health Promotion	-	-	60,584	56,101	68,000	59,560	-
Perinatal ACE's-MCH	98,502	135,681	135,681	123,400	139,900	122,495	-
Perinatal ACE's-First 5	101,280	215,399	190,567	-	-	-	-
MCH Field Nursing	32,530	171,061	171,061	183,342	322,342	281,264	-
Subtotal Public Health	232,312	522,141	557,893	362,843	530,242	463,319	-
Health Policy, Planning & Evaluation							
Systems Improvement	149,472	587,838	562,397	868,291	-	-	-
Health Action	88,450	185,215	448,377	157,171	183,425	160,241	-
Oral Health	-	314,598	122,278	340,901	854,513	727,705	-
CAA - Alliance contract	-	45,047	-	-	-	-	-
CAA - RCHC contract	-	100,000	-	-	-	-	-
Chronic Disease Prevention & Community Health Promotion	-	43,466	478,157	264,433	332,655	290,509	-
Specialist Services	-	3,632	400,000	-	-	-	-
Nightingale Program	-	-	-	-	68,000	77,361	-
ACA Implementation	-	-	780,474	-	-	-	-
Subtotal HPPE	237,922	1,279,796	2,791,684	1,630,795	1,438,593	1,255,816	-
Administration							
Administration	118,990	346,621	500,000	500,000	(See Note 1)	(See Note 1)	-
Systems Improvement	-	-	60,000	-	-	-	-
ACA Implementation	-	-	152,717	-	-	-	-
Subtotal Administration	118,990	346,621	712,717	500,000	-	-	-
Total Expenditures	770,830	2,816,186	6,177,654	4,367,711	4,132,243	3,605,607	171,766

1. Per instructions from Partnership HealthPlan \$500k in Admin budget allocated to individual service areas.
2. All funds to Sustainability Reserve.

**INTERGOVERNMENTAL AGREEMENT REGARDING
TRANSFER OF PUBLIC FUNDS**

This Agreement is entered into between the CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES (“DHCS”) and the County of Sonoma (GOVERNMENTAL FUNDING ENTITY) with respect to the matters set forth below.

RECITALS

A. This Agreement is made pursuant to the authority of Welfare & Institutions Code, sections 14164 and 14301.4.

B. The Partnership HealthPlan of California (HEALTH PLAN) is a County Organized Health System formed pursuant to Welfare and Institutions Code section 14087.54 and County Code Chapter 7.58, County Code Chapter 2.45, County Code Chapter 2, Title 2, and County Code Chapter 34. HEALTH PLAN is a party to a Medi-Cal managed care contract with DHCS, entered into pursuant to Welfare and Institutions Code section 14087.3, under which HEALTH PLAN arranges and pays for the provision of covered Medi-Cal health care services to eligible Medi-Cal members residing in the County.

THEREFORE, the parties agree as follows:

AGREEMENT

1. Transfer of Public Funds

1.1 The GOVERNMENT FUNDING ENTITY shall transfer funds to DHCS pursuant to sections 14164 and 14301.4 of the Welfare and Institutions Code, up to a maximum total amount of four million, four hundred seventy-six thousand, one hundred seventy-nine dollars (\$4,476,179), for the period of July 1, 2015 through June 30, 2016, and a maximum total amount of four million, nine hundred seventy-three thousand, four hundred seven dollars (\$4,973,407), for the period of July 1, 2016 through June 30, 2017, to be used solely as a portion of the nonfederal share of actuarially sound Medi-Cal

managed care capitation rate increases for HEALTH PLAN for the periods of July 1, 2015 through June 30, 2016, and July 1, 2016 through June 30, 2017 as described in section 2.2 below. The funds shall be transferred in accordance with a mutually agreed upon schedule between the GOVERNMENTAL FUNDING ENTITY and DHCS, in the amounts specified therein.

1.2 The GOVERNMENTAL FUNDING ENTITY shall certify that the funds transferred qualify for federal financial participation pursuant to 42 C.F.R. part 433 subpart B, and are not derived from impermissible sources such as recycled Medicaid payments, federal money excluded from use as State match, impermissible taxes, and non-bona fide provider-related donations. For transferring units of government that are also direct service providers, impermissible sources do not include patient care or other revenue received from programs such as Medicare or Medicaid to the extent that the program revenue is not obligated to the State as the source of funding.

2. Acceptance and Use of Transferred Funds by DHCS

2.1 DHCS shall exercise its authority under section 14164 of the Welfare and Institutions Code to accept funds transferred by the GOVERNMENTAL FUNDING ENTITY pursuant to this Agreement as intergovernmental transfers (“IGTs”), to use for the purpose set forth in section 2.2 below.

2.2 The funds transferred by the GOVERNMENTAL FUNDING ENTITY pursuant to this Agreement shall be used to fund a portion of the nonfederal share of increases in Medi-Cal managed care actuarially sound capitation rates described in paragraph (4) of subdivision (b) of section 14301.4 of the Welfare and Institutions Code and shall be paid, together with the related federal financial participation, by DHCS to HEALTH PLAN as part of HEALTH PLAN’S capitation rates for the periods of July 1, 2015 through June 30, 2016 and July 1, 2016 through June 30, 2017. The rate increases paid under section 2.2 shall be used for payments related to Medi-Cal services rendered to Medi-Cal

beneficiaries. The rate increases paid under this section 2.2 shall be in addition to, and shall not replace or supplant, all other amounts paid or payable by DHCS or other State agencies to HEALTH PLAN.

2.3 DHCS shall seek federal financial participation for the rate increases specified in section 2.2 to the full extent permitted by federal law.

2.4 The parties acknowledge the State DHCS will obtain any necessary approvals from the Centers for Medicare and Medicaid Services prior to the payment of any rate increase pursuant to section 2.2.

2.5 The parties agree that none of these funds, either GOVERNMENTAL FUNDING ENTITY or federal matching funds will be recycled back to the GOVERNMENTAL FUNDING ENTITY'S general fund, the State, or any other intermediary organization. Payments made by the HEALTH PLAN to providers under the terms of this Agreement and their provider agreement constitute patient care revenues.

2.6 Within One Hundred Twenty (120) calendar days of the execution of this Agreement, DHCS shall advise the GOVERNMENTAL FUNDING ENTITY and HEALTH PLAN of the amount of the Medi-Cal managed care capitation rate increases that DHCS paid to HEALTH PLAN during the applicable rate year involving any funding under the terms of this Agreement.

2.7 If any portion of the funds transferred by the GOVERNMENTAL FUNDING ENTITY pursuant to this Agreement is not expended for the specified rate increases under Section 2.2, DHCS shall return the unexpended funds to the GOVERNMENTAL FUNDING ENTITY.

3. Amendments

3.1 No amendment or modification to this Agreement shall be binding on either party unless made in writing and executed by both parties.

3.2 The parties shall negotiate in good faith to amend this Agreement as necessary and appropriate to implement the requirements set forth in section 2 of this Agreement.

4. Notices. Any and all notices required, permitted or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by United States first class, certified or registered mail with postage prepaid, addressed to the other party at the address set forth below:

To the GOVERNMENTAL FUNDING ENTITY:

Barbie Robinson, MPP, JD
Director
Sonoma County Department of Health Services
3313 Chanate Road
Santa Rosa, CA 95404
Barbie.Robinson@Sonoma-County.org

With copies to:

Rod Stroud
Interim Assistant Director
Sonoma County Department of Health Services
3313 Chanate Road
Santa Rosa, CA 95404
Rod.Stroud@Sonoma-County.org

And

Carolyn Stewart
Senior Director of Financial Analysis
Partnership HealthPlan of California
4665 Business Center Drive
Fairfield, CA 94534
cstewart@partnership.org

To DHCS:

Sandra Dixon
California Department of Health Care Services

Capitated Rates Development Division
1501 Capitol Ave., Suite 71-4002
MS 4413
Sacramento, CA 95814
Sandra.Dixon@dhcs.ca.gov

5. Other Provisions

5.1 This Agreement contains the entire Agreement between the parties with respect to the Medi-Cal rate increases for HEALTH PLAN described in section 2.2 that are funded by the GOVERNMENTAL FUNDING ENTITY and supersedes any previous or contemporaneous oral or written proposals, statements, discussions, negotiations or other agreements between the GOVERNMENTAL FUNDING ENTITY and DHCS. This Agreement is not, however, intended to be the sole agreement between the parties on matters relating to the funding and administration of the Medi-Cal program. One or more other agreements already exist between the parties regarding such other matters, and other agreements may be entered into in the future. This Agreement shall not modify the terms of any other agreement between the parties.

5.2 The nonenforcement or other waiver of any provision of this Agreement shall not be construed as a continuing waiver or as a waiver of any other provision of this Agreement.

5.3 Section 2 of this Agreement shall survive the expiration or termination of this Agreement.

5.4 Nothing in this Agreement is intended to confer any rights or remedies on any third party, including, without limitation, any provider(s) or groups of providers, or any right to medical services for any individual(s) or groups of individuals; accordingly, there shall be no third party beneficiary of this Agreement.

5.5 Time is of the essence in this Agreement.

5.6 Each party hereby represents that the person(s) executing this Agreement on its behalf is duly authorized to do so.

6. State Authority. Except as expressly provided herein, nothing in this Agreement shall be construed to limit, restrict, or modify the DHCS' powers, authorities, and duties under federal and state law and regulations.

7. Approval. This Agreement is of no force and effect until signed by the parties.

8. Term. This Agreement shall be effective as of July 1, 2015 and shall expire as of June 30, 2019 unless terminated earlier by mutual agreement of the parties.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, on the date of the last signature below.

THE COUNTY OF SONOMA

By: _____ Date: _____

Barbie Robinson, MPP, JD, Director, Sonoma County Department of Health Services

THE STATE OF CALIFORNIA, DEPARTMENT OF HEALTH CARE SERVICES:

By: _____ Date: _____

Jennifer Lopez, Acting Division Chief, Capitated Rates Development Division

INTERGOVERNMENTAL TRANSFER ASSESSMENT FEE

This Agreement is entered into between the CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES (“State DHCS”) and the County of Sonoma (GOVERNMENTAL FUNDING ENTITY) with respect to the matters set forth below.

RECITALS

A. This Agreement is made pursuant to the authority of Welfare & Institutions Code, section 14301.4.

THEREFORE, the parties agree as follows:

AGREEMENT

1. Transfer of Public Funds

1.1 GOVERNMENTAL FUNDING ENTITY shall make Intergovernmental Transfer(s) (“IGTs”) to State DHCS pursuant to section 14164 of the Welfare and Institutions Code and paragraph 1.1 of the Intergovernmental Agreement(s) Regarding the Transfer of Public Funds contract number 16-93692, to be used as a portion of the non-federal share of actuarially sound Medi-Cal managed care rate range capitation increases (“non-federal share IGT”) to HEALTH PLAN (Partnership HealthPlan of California) for the periods of July 1, 2015 to June 30, 2016 and July 1, 2016 to June 30, 2017.

1.2 The parties acknowledge that State DHCS will obtain any necessary approvals from the Centers for Medicare and Medicaid Services (“CMS”) pertaining to the acceptance of non-federal share IGTs and the payment of non-federal share IGT related rate range capitation increases to HEALTH PLAN.

2. Intergovernmental Transfer Assessment Fee

2.1 The State DHCS shall, upon acceptance of non-federal share IGTs pursuant to the Intergovernmental Agreement(s) Regarding the Transfer of Public Funds, and as described in paragraph 1 of this Agreement, exercise its authority under section 14301.4 of the Welfare and Institutions Code to assess a 20-percent assessment fee on the entire amount of the non-federal share IGTs to reimburse State DHCS for the administrative costs of operating the IGT program pursuant to this section and for the support of the Medi-Cal program.

2.2 The funds subject to the 20-percent assessment fee shall be limited to non-federal share IGTs made by the transferring entity, GOVERNMENTAL FUNDING ENTITY, pursuant to the Intergovernmental Agreement(s) Regarding the Transfer of Public Funds, and as described in paragraph 1 of this Agreement.

2.3 The 20-percent fee will be assessed on the entire amount of the non-federal share IGTs pursuant to the Intergovernmental Agreement(s) Regarding the Transfer of Public Funds, and as described in paragraph 1 of this Agreement, and will be made in addition to, and transferred separately from, the transfer of funds pursuant to the Intergovernmental Agreement(s) Regarding the Transfer of Public Funds.

2.4 The 20-percent assessment fee pursuant to this Agreement is non-refundable and shall be wired to State DHCS separately from, and simultaneous to, the non-federal share IGTs pursuant to the Intergovernmental Agreement(s) Regarding the Transfer of Public Funds, and as described in paragraph 1 of this Agreement. However, if any portion of the non-federal share IGTs is not expended for the specified rate increases stated in paragraph 2.2 of the Intergovernmental Agreement(s) Regarding the Transfer of Public Funds, DHCS shall return a proportionate amount of the 20-percent assessment fee to the GOVERNMENTAL FUNDING ENTITY.

3. Other Provisions

3.1 This Agreement contains the entire Agreement between the parties with respect to the 20-percent assessment fee on non-federal share IGTs pursuant to the Intergovernmental Agreement(s) Regarding the Transfer of Public Funds, and as described in paragraph 1, and supersedes any previous or contemporaneous oral or written proposals, statements, discussions, negotiations or other agreements between the GOVERNMENTAL FUNDING ENTITY and State DHCS. This Agreement is not, however, intended to be the sole agreement between the parties on matters relating to the funding and administration of the Medi-Cal program. One or more other agreements may exist between the parties regarding such other matters, and other agreements may be entered into in the future. This Agreement shall not modify the terms of any other agreement between the parties.

3.2 Time is of the essence in this Agreement.

3.3 Each party hereby represents that the person(s) executing this Agreement on its behalf is duly authorized to do so.

4. State Authority. Except as expressly provided herein, nothing in this Agreement shall be construed to limit, restrict, or modify State DHCS' powers, authorities, and duties under federal and state law and regulations.

5. Approval. This Agreement is of no force and effect until signed by the parties.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, on the date of the last signature below.

COUNTY OF SONOMA:

By: _____ Date: _____

Barbie Robinson, MPP, JD, Director, Sonoma County Department of Health Services

THE STATE OF CALIFORNIA, DEPARTMENT OF HEALTH CARE SERVICES:

By: _____ Date: _____

Jennifer Lopez, Acting Division Chief, Capitated Rates Development Division

HEALTH PLAN-PROVIDER AGREEMENT
PARTNERSHIP HEALTHPLAN OF CALIFORNIA & COUNTY OF SONOMA
AMENDMENT 7

This Amendment is made this 12th day of April, 2017, by and between PARTNERSHIP HEALTHPLAN OF CALIFORNIA, a County Organized Health System hereinafter referred to as "PLAN", and County of Sonoma, hereinafter referred to as "PROVIDER".

RECITALS:

WHEREAS, PLAN and PROVIDER have previously entered into an Agreement effective May 1, 2010;

WHEREAS, Section 9.2 of such Agreement provides for amending such Agreement;

WHEREAS, PLAN has been created by its Boards of Supervisors to negotiate exclusive contracts with the California Department of Health Care Services and to arrange for the provision of health care services to qualifying individuals in Sonoma County and PLAN is a public entity, created pursuant to Welfare and Institutions Code 14087.54 and County Code Chapters 7.2, County Code Chapters 34, County Code Chapters 2.40, County Code Chapters 2.0, 8.69, and County Code Chapters 2.0.

WHEREAS, PROVIDER is a department of Sonoma County and provides health care services and arranges for the provision of professional health care services, supplies products or related services and contracts with the PLAN to provide these services to Medi-Cal beneficiaries.

WHEREAS, PLAN and PROVIDER desire to amend the Agreement to provide for Medi-Cal managed care capitation rate increases to PLAN as a result of intergovernmental transfers ("IGTs") from County of Sonoma ("GOVERNMENTAL FUNDING ENTITY") to the California Department of Health Care Services ("State DHCS") to maintain the availability of Medi-Cal health care services to Medi-Cal beneficiaries.

NOW, THEREFORE, PLAN and PROVIDER hereby agree as follows:

Exhibit D of the Agreement is added to amend the Agreement as follows:

IGT MEDI-CAL MANAGED CARE CAPITATION RATE RANGE INCREASES

1. IGT Capitation Rate Range Increases to PLAN

A. Payment

Should PLAN receive any Medi-Cal managed care capitation rate increases from State DHCS where the nonfederal share is funded by the GOVERNMENTAL FUNDING ENTITY specifically pursuant to the provisions of the Intergovernmental Agreement Regarding Transfer of Public Funds, #16-93692, (“Intergovernmental Agreement”) effective for the periods of July 1, 2015 through June 30, 2016 and July 1, 2016 through June 30, 2017 for Intergovernmental Transfer Medi-Cal Managed Care Rate Range Increases (“IGT MMCRRIs”), PLAN shall pay to PROVIDER the amount of the IGT MMCRRIs received from State DHCS, in accordance with paragraph 1.E below regarding the form and timing of Local Medi-Cal Managed Care Rate Range (“LMMCRR”) IGT Payments. LMMCRR IGT Payments paid to PROVIDER shall not replace or supplant any other amounts paid or payable to PROVIDER by PLAN.

B. Health Plan Retention

(1) Medi-Cal Managed Care Seller’s Tax

(a) The PLAN shall be responsible for any Medi-Cal Managed Care Seller’s (“MMCS”) tax due pursuant to the Revenue and Taxation Code Section 6175 relating to any IGT MMCRRIs through June 30, 2016. If the PLAN receives any capitation rate increases for MMCS taxes based on the IGT MMCRRIs, PLAN may retain an amount equal to the amount of such MMCS tax that PLAN is required to pay to the State Board of Equalization, and shall pay, as part of the LMMCRR IGT Payments, the remaining amount of the capitation rate increase to PROVIDER.

(b) This paragraph does not apply to any service months on or after July 1, 2016.

(2) The PLAN shall retain a three percent (3%) administrative fee based on the total amount of the IGT MMCRRIs received from DHCS for PLAN’s cost to administer this program. Each provider’s share of the three percent (3%) fee shall be calculated based on the provider’s proportionate share of the LMMCRR IGT payment made by PLAN in the PROVIDER’S County.

(3) PLAN will not retain any other portion of the IGT MMCRRIs received from the State DHCS other than those mentioned above.

C. Conditions for Receiving Local Medi-Cal Managed Care Rate Range IGT Payments

As a condition for receiving LMMCRR IGT Payments, PROVIDER shall, as of the date the particular LMMCRR IGT Payment is due:

(1) remain a participating provider in the PLAN and not issue a notice of termination of the Agreement;

(2) provide to PLAN an MOU that describes a mutually acceptable set of additional health services and programs to be provided to Medi-Cal enrollees by PROVIDER with Local Medi-Cal Managed Care Rate Range (“LMMCRR”) IGT Payments retained by PROVIDER pursuant to F. (1)(b) of this Agreement. The additional health services shall be provided to PLAN members according to PLAN Board policy and identified priorities.

D. Schedule and Notice of Transfer of Non-Federal Funds

PROVIDER shall provide PLAN with a copy of the schedule regarding the transfer of funds to State DHCS, referred to in the Intergovernmental Agreement, within fifteen (15) calendar days of the PROVIDER establishing such schedule with the State DHCS. Additionally, PROVIDER shall notify PLAN, in writing, no less than seven (7) calendar days prior to any changes to an existing schedule including, but not limited to, changes in the amounts specified therein.

E. Form and Timing of Payments

PLAN agrees to pay LMMCRR IGT Payments to PROVIDER in the following form and according to the following schedule:

(1) PLAN agrees to pay the LMMCRR IGT Payments to PROVIDER using the same mechanism through which compensation and payments are normally paid to PROVIDER (e.g., electronic transfer).

(2) PLAN will pay the LMMCRR IGT Payments to PROVIDER no later than thirty (30) calendar days after receipt of the IGT MMCRRIs from State DHCS.

F. Consideration

(1) As consideration for the LMMCRR IGT Payments, PROVIDER shall use the LMMCRR IGT Payments for the following purposes and shall treat the LMMCRR IGT Payments in the following manner:

(a) The LMMCRR IGT Payments shall represent compensation for Medi-Cal services rendered to Medi-Cal PLAN members by PROVIDER during the State fiscal year to which the LMMCRR IGT Payments apply.

(b) To the extent that total payments received by PROVIDER for any State fiscal year under this Amendment exceed the cost of Medi-Cal services provided to Medi-Cal beneficiaries by PROVIDER during that fiscal year, any remaining LMMCRR IGT Payment amounts shall be retained by PROVIDER to be expended for health care services. Retained LMMCRR IGT Payment amounts may be used by the PROVIDER in either the State fiscal year for which the payments are received or subsequent State fiscal years.

(2) For purposes of subsection (1) (b) above, if the retained LMMCRR IGT Payments, if any, are not used by PROVIDER in the State fiscal year received, retention of funds by PROVIDER will be established by demonstrating that the retained earnings account of PROVIDER at the end of any State fiscal year in which it received payments based on LMMCRR IGT Payments funded pursuant to the Intergovernmental Agreement, has increased over the unspent portion of the prior State fiscal year's balance by the amount of LMMCRR IGT Payments received, but not used. These retained PROVIDER funds may be commingled with other GOVERNMENTAL FUNDING ENTITY funds for cash management purposes provided that such funds are appropriately tracked and only the depositing facility is authorized to expend them.

(3) Both parties agree that none of these funds, either from the GOVERNMENTAL FUNDING ENTITY or federal matching funds will be recycled back to the GOVERNMENTAL FUNDING ENTITY'S general fund, the State, or any other intermediary organization. Payments made by the health plan to providers under the terms of this Amendment constitute patient care revenues.

G. PLAN's Oversight Responsibilities

PLAN's oversight responsibilities regarding PROVIDER's use of the LMMCRR IGT Payments shall be limited as described in this paragraph. PLAN shall request, within thirty (30) calendar days after the end of each State fiscal year in which LMMCRR IGT Payments were transferred to PROVIDER, a written confirmation that states whether and how PROVIDER complied with the provisions set forth in Paragraph 1.F above. In each instance, PROVIDER shall provide PLAN with written confirmation of compliance within thirty (30) calendar days of PLAN's request.

H. Cooperation Among Parties

Should disputes or disagreements arise regarding the ultimate computation or appropriateness of any aspect of the LMMCRR IGT Payments, PROVIDER and PLAN agree to work together in all respects to support and preserve the LMMCRR IGT Payments to the full extent possible on behalf of the safety net in Sonoma County.

I. Reconciliation

Within one hundred twenty (120) calendar days after the end of each of PLAN's fiscal years in which LMMCRR IGT Payments were made to PROVIDER, PLAN shall perform a reconciliation of the LMMCRR IGT Payments transmitted to the PROVIDER during the preceding fiscal year to ensure that the supporting amount of IGT MMCRRIs were received by PLAN from State DHCS. PROVIDER agrees to return to PLAN any overpayment of LMMCRR IGT Payments made in error to PROVIDER within thirty (30) calendar days after receipt from PLAN of a written notice of the overpayment error, unless PROVIDER submits a written objection to PLAN. Any such objection shall be resolved in accordance with the dispute resolution processes set forth in Section 10.3 of the Agreement. The reconciliation processes established under this paragraph are distinct from the indemnification provisions set forth in

Section J below. PLAN agrees to transmit to the PROVIDER any underpayment of LMMCRR IGT Payments within thirty (30) calendar days of PLAN's identification of such underpayment.

J. Indemnification

PROVIDER shall indemnify PLAN in the event DHCS or any other federal or state agency recoups, offsets, or otherwise withholds any monies from or fails to provide any monies to PLAN, or PLAN is denied any monies to which it otherwise would have been entitled, as a direct result of the LMMCRR IGT arising from the Intergovernmental Agreement. Recovery by PLAN pursuant to this section shall include, but not be limited to, reduction in future LMMCRR IGTs paid to PROVIDER in an amount equal to the amount of MLCRRI payments withheld or recovered from PLAN, or by reduction of any other amounts owed by PLAN to PROVIDER.

2. Term

The term of this Amendment shall commence on July 1, 2015 and shall terminate on September 30, 2019.

All other terms and provisions of said Agreement shall remain in full force and effect so that all rights, duties and obligations, and liabilities of the parties hereto otherwise remain unchanged; provided, however, if there is any conflict between the terms of this Amendment and the Agreement, then the terms of this Amendment shall govern.

SIGNATURES

HEALTH PLAN: _____ Date: _____

By: Elizabeth Gibboney, CEO, Partnership HealthPlan of California

PROVIDER: _____ Date: _____

By: Barbie Robinson, MPP, JD, Director, Sonoma County Department of Health Services

**IGT Revenue and Expenditure Summary
Attachment 6**

	FY 11-12 (Year 1) (RY 09-10)	FY 12-13 (Year 2) (RY 10-11)	FY 13-14 (Year 3) (RY 11-12)	FY 14-15 (Year 4) (RY 12-13)	FY 15-16 (Year 5) (RY 13-14)	FY 16-17 (Year 6) (RY 14-15)	FY 17-18 (Year 7) (RY 15-16) Proposed	FY 17-18 (Year 8) (RY 16-17) Proposed	Total
A. Rollover (from prior fiscal year)									
Rollover Total		\$ 2,079,355	\$ 3,783,555	\$ 3,036,242	\$ 207,058	\$ 503,210	\$ 905,582	\$ 4,549,956	
B. Revenue									
IGT Revenue	\$ 2,828,024	\$ 4,467,538	\$ 5,386,041	\$ 1,513,903	\$ 4,221,678	\$ 4,004,303	\$ 3,806,140	\$ 4,344,995	\$ 30,572,622
Interest	\$ 22,161	\$ 52,848	\$ 44,300	\$ 24,624	\$ 22,868	\$ 3,676	\$ 10,000	\$ 10,000	\$ 190,477
Revenue Total	\$ 2,850,185	\$ 4,520,386	\$ 5,430,341	\$ 1,538,527	\$ 4,244,546	\$ 4,007,979	\$ 3,816,140	\$ 4,354,995	\$ 30,763,099
C. Available Funds (Rollover + Revenue)									
Available Funds Total	\$ 2,850,185	\$ 6,599,741	\$ 9,213,896	\$ 4,574,769	\$ 4,451,604	\$ 4,511,189	\$ 4,721,722	\$ 8,904,951	
D. Expenditures									
Expenditures Total	\$ 770,830	\$ 2,816,186	\$ 6,177,654	\$ 4,367,711	\$ 3,948,394	\$ 3,605,607	\$ 171,766	\$ -	\$ 21,858,148
E. Rollover (to next fiscal year)									
Rollover Total	\$ 2,079,355	\$ 3,783,555	\$ 3,036,242	\$ 207,058	\$ 503,210	\$ 905,582	\$ 4,549,956	\$ 8,904,951	

Memorandum of Understanding
For Use of Plan Years 2015/2016 & 2016/2017 IGT Funds
Between
County of Sonoma
And
Partnership HealthPlan of California

Partnership Health Plan of California (PHC) and the County of Sonoma, a political subdivision of the State of California, through its County Health Services Department (County) have participated in a Medi-Cal Managed Care Intergovernmental Transfer (IGT) for plan years 2015-2016 and 2016-2017 for expenditure in Fiscal Year 2017-2018. As a result of the IGT, County will receive approximately \$19,490,637 in Local Medi-Cal Managed Care Rate Range ("LMMCRR") payments. After payment of the State Administrative fee, the total new funds provided to the County will be approximately \$8,151,135.

Both organizations share a common goal of ensuring that the LMMCRRs are utilized in compliance with State and Federal regulations as well as the PHC Board policy regarding Medi-Cal Managed Care IGTs. In addition to supplementing the rates paid to County for services provided during the plan years 2015-2016 and 2016-2017, the LMMCRR funds will be expended for health services in accordance with the Plan/Provider Agreement Amendment. These include projects that promote the well-being of Medi-Cal beneficiaries by supporting the local safety net through improved behavioral health services, including substance abuse treatment and prevention, care coordination/case management services, oral health, and/or improving access to specialty and primary care.

To achieve this goal, the organizations enter into this Memorandum of Understanding, which outlines their basic roles and responsibilities.

1. County will be responsible for the following activities:
 - A. Project Overview. The IGT LMMCRRs for plan years 2015-2016 and 2016-2017 will support several existing programs in addition to providing the initial funding for the following focus areas: behavioral health services, care coordination, case management services, oral health, and services that promote access to specialty care.
 - B. Project Summary. Please see Attachment A that provides a general description of each project or program funded with IGT LMMCRRs.
 - C. Reporting Requirements.
 - a. Interim Report. Six (6) months after receipt of the LMMCRRs, County will submit a report to PHC describing progress undertaken to date on each project or service in this MOU. The description will provide details on the steps taken to implement the project or service, describe how the program is serving PHC members, and identify the steps that will be taken toward further

implementation. In addition information regarding any unexpected issues that have arisen in the course of implementation will be included in the description.

- b. Final Report. Twelve (12) months after receipt of the LMMCRRs, the County Health Department will submit a final report describing the status of each project or service in the MOU. This will include information about whether the project was fully completed, partially completed, or not undertaken at all. An explanation will be included addressing whether the project or service will be an ongoing or whether it was a one-time undertaking. The final report will include a statement from the County Health Services Department that none of the LMMCRRs were recycled back to the State or to the County General Fund and the funds were expended in accordance with the Plan/Provider Agreement Amendment.

2. PHC will be responsible for the following activities:

- a. PHC IGT Oversight Responsibilities. PHC will request from the County Health Services Department an interim and final report as described under Section LC above. PHC staff will review and evaluate each report and provide a copy to the PHC Board for review. PHC will ensure that final report includes a statement that none of the LMMCRR funds were recycled back to the State or to the County General Fund and that LMMCRRs were expended in accordance with the Plan/Provider Agreement Amendment.

This MOU will cover a twelve (12) month period. It will begin on the date the payment of LMMCRR funds is issued by PHC to the Sonoma County Health Services Department and will conclude three hundred and sixty five days (365) from that date.

Date

Date

Barbie Robinson, MPP, JD
Director
Sonoma County, Department of Health
Services

Elizabeth Gibboney
Chief Executive Office
Partnership HealthPlan of California

**Sonoma County Department of Health Services
Summary of Rate Years 2015-2016 and 2016-2017 IGT Projects**

ATTACHMENT A

Rate Years 15-16 and 16-17 Net IGT Revenue (\$9,449,586)

I. IGT Sustainability Reserve (\$9,449,586)

The County's contribution to the IGT Sustainability Reserve is \$9,449,586.



County of Sonoma Agenda Item Summary Report

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

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

To: Sonoma County of Board of Supervisors

Board Agenda Date: May 23, 2017

Vote Requirement: 4/5

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

Staff Name and Phone Number:

Reg Cullen 565-2502

Supervisorial District(s):

Fourth

Title: An Ordinance No. 3836R Permit and Permit Extensions to Sonoma County Regional Parks; ROI17-0004

Recommended Actions:

Adopt a resolution issuing a roiling permit (Ordinance No. 3836R) and necessary permit extensions to Sonoma County Regional Parks for annual beach grooming and installation and removal of a summer flashboard dam at Healdsburg Veterans Memorial Beach.

Executive Summary:

Sonoma County requires that an application for a permit, known as a roiling permit, be filed with the Board of Supervisors prior to work or operations in a river, stream, or channel which may decrease the clarity of these waterways. This requirement is to help ensure water quality and environmental protection. The recommended resolution will issue a roiling permit to the Sonoma County Regional Parks for beach grooming and summer flashboard dam installation at Healdsburg Veterans Memorial Beach between 1 June and 15 September 2017. Permit and permit extensions for work within a channel or stream must be approved by the Board of Supervisors.

Discussion:

Healdsburg Veterans Memorial Beach requires annual grooming and maintenance activities to be opened for public use; the manner in which Sonoma County Regional Parks Department prepares and operates the beach has been consistent with previous years. Healdsburg Veterans Memorial Beach provides an annual summer recreational swimming area on the Russian River.

Section VIII of Ordinance No. 3836R requires that an application for a permit be filed with the Board of Supervisors prior to the performance of certain prescribed work or operations in a river, stream, or channel which may decrease the clarity of these waterways.

Concurrent Resolution No. 88-1220 of the Board of Supervisors requires that applications for permits describe the work or operations to be done, the purpose of the work or operations, the manner in which the work or operations will be carried out, and the time within which the work or operations will be

completed. Pursuant to the Resolution, applications must be accompanied by a copy of the agreement required by Section 1601 et seq. of the California Fish and Wildlife Code and water discharge permits applicable to the work or operations, if any, pursuant to the Porter-Cologne Water Quality Control Act. Applications by public agencies must also be accompanied by evidence of compliance with the California Environmental Quality Act.

The application submitted by Sonoma County Regional Parks complies with the requirements of the 3836R Ordinance. The applicant proposes to groom the beach and install and remove a flashboard dam at Healdsburg Veterans Memorial Beach for summer seasonal use and further represents that no significant residual impacts affecting water clarity of the Russian River will result.

The work is proposed to commence no earlier than 1 June 2017 and is scheduled to be completed by 15 September 2017. It should be noted that the work described in the application has been performed in accordance with permit requirements in past years. As described in the application and as demonstrated in practice in previous permitting periods, the work will likely require greater than 30 days to complete. To accomplish this, the permit may be extended for additional 30-day periods if such permit extensions are approved by the Board of Supervisors as requested in this agenda item. The Director of the Permit and Resource Management Department shall confirm the need for each permit extension immediately prior to the expiration of the current permit period to ensure that the work is not yet completed and an additional 30-day period extension is necessary. Three 30-day extensions may be required.

The 3836R permit and 30-day extensions require a 4/5 approval vote by the Board according to the requirements of the 1988 ballot measure creating the 3836R Ordinance.

Prior Board Actions:

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

This permit allows Sonoma County Regional Parks to properly prepare Healdsburg Veteran’s Memorial Beach on the Russian River for safe public summer recreation.

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:			
The permit costs are covered by fees.			
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:			
A) Draft Board of Supervisors Resolution B) Application C) Map			
Related Items "On File" with the Clerk of the Board:			
Application Packet			



County of Sonoma
State of California

Date: May 23, 2017

Item Number: _____
Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Issuing A Permit and Permit Extensions Pursuant to Section VIII of Ordinance No. 3836R Of The County Of Sonoma To Sonoma County Regional Parks For Annual Beach Grooming And Installation And Removal Of A Summer Dam At Healdsburg Veterans Memorial Beach

Whereas, Section VIII of Ordinance No. 3836R requires that an application for a permit be filed with the Board of Supervisors prior to the performance of certain prescribed work or operations in a river, stream, or channel which may decrease the clarity of a river or stream; and

Whereas, an application was filed by Sonoma County Regional Parks for an Ordinance No. 3836 permit for beach grooming and installation and removal of a summer dam on the Russian River, at the Permit and Resource Management Department in the manner prescribed by Resolution No. 88-1220 as amended by Resolution No 89-0746 of the Board of Supervisors; and

Whereas, the Board of Supervisors has reviewed said application; and

Whereas, the work requires greater than 30 days to complete, as described in the application and as demonstrated in past years; and

Whereas, the requirements of section VIII of the Sonoma County Code include a restriction to perform permitted activities within a period of 30 days, except that additional 30-day permit periods may be granted by the Board of Supervisors, and a requirement that all approval votes be by a 4/5th majority of the Board of Supervisors.

Now, Therefore, Be It Resolved

1. That the Board of Supervisors finds and determines that the work and operations described on said application is necessary and that the work and operations will be performed in a manner which will not unreasonably decrease the clarity of the waters of the rivers or streams of the County of Sonoma;

Resolution #

Date:

Page 2

2. That a permit is hereby granted to applicant to perform the work and operations described in the aforementioned application;
3. That permit extensions are hereby granted to the applicant to perform the work described herein for additional 30-day periods commencing on 1 June 2017 subject to the Director of PRMD confirming the need for the permit extension immediately prior to the expiration of the permit period;
4. That the work and operations shall be performed in the manner described in the application and in accordance with the terms and conditions of any applicable agreement required by Section 1601 et seq. of the California Fish and Wildlife Code, any applicable waste discharge permit issued pursuant to the Porter-Cologne Water Quality Control Act (commencing at Section 13000 of the California Water Code), and Chapter 26A of the Sonoma County Code and any plans adopted pursuant thereto;

Be It Further Resolved that the permit and permit extensions are hereby granted to the applicant pursuant to Section 25526.6 of the Government Code.

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

Roiling Permit Application

DRN-003

The Board of Supervisors approves all roiling permits under Section VIII of the Water Clarity Ordinance of the County of Sonoma, Ordinance No. 3836R (Chapter 23 of the Sonoma County Code).

A complete application must be submitted to the Permit and Resource Management Department a minimum of eight weeks before the start of project.

Applicant Owner Architect \ Engineer

County of Sonoma, Regional Parks

Name

2300 County Center Drive, Suite 120A

Mailing Address

Santa Rosa CA, 95403

City/Town

707-565-2041

State/Zip

707-579-8247

Phone

Fax

6/1/2017 Peripheral. Work in river approx 6/12/2017.

Work start date

Signature

Project Site Information

13839 Old Redwood Highway

Address(es)

Healdsburg, CA 95448

City/Town

088-170-042

Assessor's Parcel Number(s)

Russian River

River or Stream Name

6/30/2017 Install 9/15/2017 Dismantle

Estimated completion date

Date

Types of work (check one):

- To protect riparian property adjacent to a river or stream.
- To construct recreational dams.
- To perform construction work on riparian property, the nature of which may decrease the clarity of the waters of the river or stream.
- To construct temporary bridges, dikes, dams and settling ponds in connection with mining operations, or for agricultural uses.

Application Requirements:

- ✓ A. A detailed statement describing the work or operations to be done and the manner in which they will be carried out to avoid unreasonably decreasing the clarity of the river or stream, including any proposed monitoring or mitigation measures.
- ✓ B. A location/vicinity map (8 ½ in. X 11 in.) showing where the project is located in relation to nearby lots, streets, highways and/or major natural features (e.g., locator maps & road maps).
- ✓ C. A copy of the Fish and Game permit or waiver.
- ✓ D. A copy of the Army Corps of Engineers permit for this project, if required.
- ✓ E. A copy of the California Regional Water Quality Control Board water quality certification, if required.
- ✓ F. A copy of the last roiling permit, if any.
- ✓ G. A check payable to "PRMD" (see current fee schedule). This fee includes any requested extensions for the calendar year.
- ✓ H. A copy of the California Environmental Quality Act (CEQA) document.
- ✓ I. A copy of any approved County permit conditions (e.g. mining approval).

Sonoma County Permit and Resource Management Department

2550 Ventura Avenue ❖ Santa Rosa, CA ❖ 95403-2829 ❖ (707) 565-1900 ❖ Fax (707) 565-1103



HEALDSBURG VETERAN'S MEMORIAL BEACH – BEACH GROOMING
PROJECT LOCATION & VICINITY MAP



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: May 23, 2017

Vote Requirement: Majority

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

Staff Name and Phone Number:

Susan Klassen (707) 565-2231

Supervisorial District(s):

Countywide

Title: 2017 Certified Mileage of County Maintained Roads

Recommended Actions:

Resolution petitioning the California Department of Transportation in connection with the provisions of section 2121 of the Streets and Highways Code that the certified mileage of maintained roads in the County of Sonoma be in accordance with Exhibit "A," showing a total of 1,378.82 miles of maintained roads. Approval of this certification will support appropriate future allocations of the Highway Users Tax Fund to the County.

Executive Summary:

The Department of Transportation and Public Works, in compliance with Section 2121 of the Streets and Highways Code, annually submits the additions and deletions to the mileage of maintained county highways to the State of California, Department of Transportation. The certified mileage of County maintained roads is used in the formula for gas tax allocation to the County of Sonoma, as well as, in the calculation of local streets rehabilitation distribution for local Measure M.

Discussion:

The mileage is listed in the "Sonoma County Maintained Mileage Report Showing Road Additions, Road Deletions and Other Road Changes Occurring from May 2016 to May 2017," titled "Exhibit A."

The current maintained mileage is 1,378.82 miles.

SUMMARY OF GAINS AND LOSSES May 2016 to May 2017

Road Name	Mileage Loss/Gain	Reason for Loss/Gain
Airport Boulevard (# 8803A)	+0.02	Realigned and repostmiled
Asti Road (# 0902C)	-0.44	Annexation to City of Cloverdale

May 2016 County Mileage	1,379.24
County Mileage Losses	-0.44
County Mileage Gains	+0.02
TOTAL	1,378.82

Prior Board Actions:

The Board certifies the mileage of maintained roads to the State of California every year.

Strategic Plan Alignment Goal 4: Civic Services and Engagement

The annual certification of maintained roads keeps the public informed of the changes to the road network the County provides services to.

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 is no significant fiscal impact associated with the agenda item. The additions and deletions are completed throughout the year by staff as part of routine business.

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



County of Sonoma
State of California

Date: May 23, 2017

Item Number: _____
Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Petitioning The California State Department of Transportation In Connection With The
Provisions of Section 2121 Of The Streets And Highways Code, That The Certification Of
Maintained Roads In The County Of Sonoma Be In Accordance With Exhibit "A," Showing A
Total Of 1,378.82 Miles Of Maintained Roads.**

Whereas, Section 2121 of the California Streets and Highways Code provides that in May of each year the County shall submit to the California State Department of Transportation any additions to, or exclusions from, its mileage of maintained County roads, specifying the termini and mileage of each route added or excluded; and

Whereas, the County Department of Transportation and Public Works certified to the State Controller in May 2016 that the total mileage of maintained County roads in Sonoma County was 1,379.24 miles; and

Whereas, the County of Sonoma now finds that the total mileage of maintained roads is 1,378.82, such mileage being shown on Exhibit "A."

Now, Therefore, Be It Resolved, by this Board of Supervisors that the County of Sonoma, State of California, requests that the petition be granted and that the collected mileage of County maintained roads be certified to the State Controller.

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

Date	Road Name	Road ID	Previous Mileage	New Mileage	Action	Gain/Loss	System Mileage	
							Previous	Current
9/1/2015	Canyon 2 Road	80042	0.58	0.50	Realignment and Repostmiling	-0.08	1379.84	1379.76
9/1/2015	Mt Jackson Trail	80051	0.09	0.19	Realignment and Repostmiling	0.10	1379.76	1379.86
10/16/2015	Redwood Court	70146	0.08	0.03	Repostmiled	-0.05	1379.86	1379.81
10/20/2015	Ordinance Road	89050	0.38	0.31	Repostmiled	-0.07	1379.81	1379.74
12/1/2015	Clover Crest Drive	11002	0.18	0.29	Repostmiled	0.11	1379.74	1379.85
3/17/2016	Biwana Drive	78256	0.09	0.10	Repostmiled	0.01	1379.85	1379.86
3/17/2016	Faught Road	8807	2.67	2.55	Repostmiled	-0.12	1379.86	1379.74
4/14/2016	Pine Mountain Road	10009	6.07	5.78	Repostmiled	-0.29	1379.74	1379.45
4/28/2016	Lynch Road	57036	3.60	3.39	Records Correction	-0.21	1379.45	1379.24 Reported in May 2016
12/1/2016	Airport Blvd	8803A	2.33	2.35	Realignment and Repostmiling	0.02	1379.24	1379.26
4/12/2017	Asti Road	0902C	4.90	4.46	Annexation - City of Cloverdale	-0.44	1379.26	1378.82 Reported in May 2017



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: May 23, 2017

Vote Requirement: Majority

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

Staff Name and Phone Number:

Susan Klassen, 707-565-2231

Supervisorial District(s):

Countywide

Title: Provision of Countywide Paratransit Services in Accordance with the Americans with Disabilities Act and Demonstrated Demand for Services to eligible clients who are unable to use public fixed-route transit - Amendment No. 1 to FY 16/17 Agreement and new FY 17/18 Agreement

Recommended Actions:

- A. Authorize the Chair to execute Amendment No. 1 for the Agreement with the Volunteer Center of Sonoma County for expanded Americans with Disabilities Act Paratransit services for fiscal year 2016/17, increasing the contract amount by \$46,759 for a new not to exceed total of \$1,963,874 with no change to term ending June 30, 2017.
- B. Adopt a Resolution authorizing budgetary adjustments to the FY 2016-17 Final Budget for the Transportation and Public Works Department totaling \$46,759 to provide Transportation Development Act funds for services associated with Amendment No. 1.
- C. Approve and authorize Chair to execute an Agreement with Sonoma County Volunteer Center for Countywide Americans with Disabilities Act Paratransit Services for the period of July 1, 2017 through June 30, 2018, in an amount not to exceed \$2,207,262.

Executive Summary:

As a fixed-route transit operator, Sonoma County Transit is required to provide complementary Americans with Disabilities Act paratransit service within $\frac{3}{4}$ mile of all its routes during the same days and hours as its fixed-route service operates. To meet federal Americans with Disabilities Act requirements, all paratransit trip requests, made by eligible clients, must be provided regardless of trip purpose, cost or number of trips taken within any period of time.

Demand for Americans with Disabilities Act paratransit service has been steadily growing over the past seven years with the sharpest increases occurring over the past four years with a projected 43% increase in paratransit trips taken when comparing projected FY 2016-17 (55,780) with 2012-13 (39,111).

This action provides the County's Americans with Disabilities Act paratransit operator, The Volunteer Center of Sonoma County, additional funding to meet higher than anticipated ridership for FY 2016-17 and establishes a new expanded agreement for services for FY 2017-18

Discussion:

The Volunteer Center has provided Americans with Disabilities Act paratransit service, on an annual basis, for Sonoma County since 2002. Prior to that time, the Volunteer Center provided general public dial-a-ride service for both Sonoma County and the city of Santa Rosa.

Under the Americans with Disabilities Act, fixed-route transit operators are required to provide complementary paratransit service within $\frac{3}{4}$ of a mile of their fixed-route service during the same hours and days that fixed-route services are provided. All trip requests made by eligible passengers must be met regardless of their trip purpose. Operators are required to provide, at a minimum, all next-day requested trips.

The Americans with Disabilities Act requires transit operators to provide a sufficient level of paratransit service such that no eligible passenger is denied paratransit service due to capacity limitations. Transit operators that do not meet the required "no-denial" level of service jeopardize their federal funding eligibility and expose themselves to legal challenges by passengers whose trip requests are not met.

Within Sonoma County, there are approximately 4,000 individuals that have qualified and signed up for paratransit services. For many of these individuals, the services provided under this agreement are their sole access to on-going medical care, as well as, social activities, shopping and educational opportunities. It is projected that Sonoma County Paratransit will provide 59,125 passenger trips during fiscal year 2017-18. Additionally, while paratransit services provided under this agreement serve qualified individuals of all ages, increases in usage by seniors has been the primary demographic where increased demand for service is most evident. These services support the County's Year of the Senior Plan for establishing the infrastructure and resources for Sonoma County to become a leader in age-friendliness.

FY 16/17 Agreement Amendment No. 1

The first and second actions provides for amending the County's current agreement with the Volunteer Center of Sonoma County, the operator of Sonoma County Paratransit, for services provided during FY 2016/17 and increasing budget appropriations for both the additional expenditure and revenue. The recommended Amendment No. 1 increases the maximum cost by \$46,759 to \$1,963,874. This additional amount will provide for the operation of an additional 2,107 hours of service at the hourly rate established in the original agreement.

The additional service hours are necessary to address higher than anticipated ridership growth in FY 2016/17. It is estimated that 55,780 Americans with Disabilities Act paratransit trips will be provided during FY 2016/17, a 7.7% increase over FY 2015/16. It should be noted that this is a continuing trend as paratransit ridership has grown in excess of 43% over the past four years. Unlike Sonoma County Transit's fixed-route service, where excess capacity exists and ridership increases have a marginal impact on overall operating costs, each paratransit trip is unique with regard to pick-up and drop-off location and length of trip. Other contributors to cost include a large countywide service area and a span of service that ranges between 5:20am and 10:40pm on weekdays and 7:00am and 10:15pm on weekends.

Proposed FY 17/18 Agreement

The third action represents renewal of the County’s agreement with the Volunteer Center of Sonoma County. Under this agreement, the Volunteer Center will continue to serve as Sonoma County Transit’s Americans with Disabilities Act paratransit services provider through FY 2017/18. This agreement is updated annually to respond to changes in demand for paratransit services, to adjust paratransit service levels accordingly, and to maintain compliance with federal regulations.

Sonoma County Paratransit is operated with a fleet of 30 vehicles including: 20 minibuses, 4 accessible minivans, and 6 sedans. Four new vehicles were added and four old vehicles were retired during FY 2016/17. In FY 2017/18, eight new vehicles will replace eight retiring vehicles. Vehicles are retired in accordance with Federal guidelines with regard to miles and years in service. Replacement vehicle purchases are largely funded with Federal Transit Administration Section 5311 funds (88%) with match coming from local Transportation Development Act funds (12%).

The proposed FY 17/18 agreement with the Volunteer Center permits an approximate 6% increase in paid service hours over the total projected allowed in the Volunteer Center’s FY 2016/17 amended agreement. A total of 56,264 paid driver hours (wheelchair accessible fleets) is budgeted, in addition to, 4,500 volunteer driver hours (sedan fleet).

The proposed agreement also provides for a base subsidy of \$2,153,246 reflecting a 9.65% increase over FY 2016/17’s amended agreement maximum of \$1,963,874. This is largely attributed to increased service hours and higher labor costs anticipated for FY 2017/18. Sonoma County’s subsidy under this agreement compensates the Volunteer Center for its operating deficit. The operating deficit is the cost of services provided less passenger fares.

Should passenger trip demand increase beyond budget estimates, the proposed agreement allows the Transit Systems Manager to authorize up to an additional 2.5% (\$53,836) expenditure above the base subsidy to provide additional services, if necessary, to maintain the federally required “no-denial” level of service.

It should be noted that the Volunteer Center provides volunteer drivers to the County at no cost to support this service. Based on the Volunteer Center’s hourly rate, the annualized value of this service for FY 2017/18 is projected at \$110,925. Due to their scheduling flexibility, the Volunteer Center’s use of volunteer drivers has been a key contributor to achieving and maintaining a “no-denial” level of service. The ability to “right-size” the level of service each year due to changes in funding and/or passenger demand is a benefit of utilizing the Volunteer Center for this service.

Under Purchasing guidelines, Transit Division staff has defined this agreement as a “single source” as the Volunteer Center is the preferred vendor based on their non-profit status and that their use of volunteer drivers reduces the County’s overall operating costs and provides the back-up resources necessary to maintain the federally required no-denial level of Americans with Disabilities Act paratransit service.

Prior Board Actions:

5/24/16 – Board approved agreement with Volunteer Center for FY 2016/17 Americans with Disabilities Act Paratransit Services in an amount not to exceed \$1,917,115. 05/19/15: Board approved Agreement with Volunteer Center for FY 2015/16 Americans with Disabilities Act Paratransit Services in an amount not to exceed \$1,747,240.

Strategic Plan Alignment Goal 1: Safe, Healthy, and Caring			
Provision of countywide Americans with Disabilities Act paratransit service, aligned with the Sonoma County Transit route network, provides local and intercity paratransit options for disabled persons residing and visiting Sonoma County.			
Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses	1,917,115		
Additional Appropriation Requested	\$46,759		
Total Expenditures	1,963,874		
Funding Sources			
General Fund/WA GF			
State Transit Assistance	982,883		
Fees/Other			
Use of Fund Balance			
Transportation Development Act	980,991		
Total Sources	\$1,963,874		
Narrative Explanation of Fiscal Impacts:			
<p>Funding for the additional appropriations requested of \$46,759 for the FY 2016/17 amendment will be provided through Transportation Development Act funds derived from ¼ cent general sales tax and will not impact net cost.</p> <p>Funding for the FY 2017/18 agreement is included in the recommended FY 2017/18 Transit Division Budget and is consistent with Sonoma County Transit's FY 2017/18 Metropolitan Transportation Commission annual claim.</p>			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			

Attachments:
<ol style="list-style-type: none">1. Resolution2. FY 16/17 Agreement Amendment No. 13. FY 20117/18 Agreement
Related Items "On File" with the Clerk of the Board:



County of Sonoma
State of California

Date: May 23, 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 2016-2017 Final Budget For Transportation and Public Works, Transit Division Enterprise Fund, In The Amount of \$46,759.

Whereas, the Board of Supervisors has adopted a 2016-2017 Final Budget for the County of Sonoma, and

Whereas, the Government Code allows for adjustments to the Final Budget during the 2016-2017 Fiscal Year.

Now, Therefore, Be It Resolved that the County Auditor-Controller-Treasurer-Tax Collector (ACTTC) is hereby authorized and directed to make the following budgetary adjustments:

Financing Uses:

Enterprise Fund (41402): Transit – Article 8
34040200-51508: Article 8 – Paratransit Services \$46,759

Financing Sources:

Revenue: Transit – Article 8
34040200-40302: Transportation Development Act \$46,759

Supervisors:

Gorin: Rabbitt: Gore: Hopkins: Zane:

Ayes: Noes: Absent: Abstain:

So Ordered.

**ADA PARATRANSIT SERVICES
AMENDMENT NO. 1**

The following is an Agreement dated as of _____, 2017 by and between the County of Sonoma, hereinafter referred to as "COUNTY," and Volunteer Center of Sonoma County, hereinafter referred to as "CENTER."

WHEREAS, CENTER has an existing agreement approved by Board Action No. 35 with COUNTY to operate Sonoma County Paratransit (ADA Paratransit Service) during FY 2016-17, dated May 24, 2016 (the "AGREEMENT"); and

WHEREAS, the AGREEMENT provided a maximum level of funding for FY 2017-18 ADA paratransit services that under estimated the number of passenger trips required, due to higher than anticipated ridership demand.

WHEREAS, COUNTY is required to provide ADA paratransit service at a level that satisfies all demand, from eligible clients, without regard to trip purpose, cost or number of trips taken. And that service must be provided during the same hours and days, and within ¾ mile of the fixed-route services provided by Sonoma County Transit.

WHEREAS, COUNTY, to remain in compliance with the Americans with Disabilities Act by maintaining a zero-denial level of service, wishes to expand its FY 2016-17 agreement with CENTER to provide up to an additional \$46,759 in funding to provide up to an additional 2,107 hours of service during fiscal year 2016-17; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, COUNTY and CENTER hereto agree to Amendment No. 1 to the AGREEMENT as follows:

1. Section 4. Compensation and Payment Section shall be amended to read:

Center will be paid an amount based on its operating deficit not to exceed \$1,963,874. Operating deficit is defined as operating expense less the amount of fare and other non-TDA/STA/Measure M revenues. Operating expense is defined as the actual expenditure for the usual and customary expenses for the administration and operation of the service. Operating expense does not include any expense that is not eligible for reimbursement under the provisions of Section 99400(c) of the California Public Utilities Code.

2. Except as provided above, all provisions of AGREEMENT remain in full force and effect.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be executed by and through their respective officer's thereunto duly authorized on the date written below.

VOLUNTEER CENTER OF SONOMA COUNTY:

By: _____

Date : _____

COUNTY OF SONOMA:

Shirlee Zane,
Chair, Board of Supervisors

Date: _____

Approved as to form by County:

By: _____

Date: _____

Approved as to substance by County:

By : _____

Date: _____

Certificates of Insurance on File
with the Department:

By : _____

Date: _____

**2017-18 AGREEMENT
BETWEEN THE COUNTY OF SONOMA
AND VOLUNTEER CENTER OF SONOMA COUNTY
FOR ADA PARATRANSIT SERVICES**

The following is an Agreement, dated as of July 1, 2017 ("Effective Date"), made and entered into pursuant to the provisions of Section 99400(c) of the Public Utilities Code of the State of California, by and between the County of Sonoma, a political subdivision of the State of California, hereinafter referred to as "County," and Volunteer Center of Sonoma County, a nonprofit corporation, hereinafter referred to as "Center." For purposes of this Agreement, County and Center shall be jointly referred to as "Parties" or "the Parties" and singularly as "Party."

RECITALS

WHEREAS, Center and County wish to provide Countywide ADA paratransit services on behalf of the Sonoma County Transit system.

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

AGREEMENT

1. SERVICES TO BE PROVIDED: Center agrees to serve as the Americans with Disabilities Act (ADA) paratransit operator for County. Paratransit service operated under this Agreement shall be referred to as Sonoma County Paratransit, which will operate door-to-door demand responsive paratransit services to ADA eligible clients who are unable to use public fixed-route transit. This service is not meant to replace or compete with other public transportation services and will be coordinated with other providers as applicable.

Center will operate both a van and volunteer auto component which complement each other depending on demand and to obtain maximum operational efficiencies and effectiveness. The scope of services shall include:

- A. "Base Agreement" Service Levels: Center shall operate service during the same hours and days as Sonoma County Transit fixed-route service, except on holidays when no fixed-route service is provided (Easter, Thanksgiving Day, Christmas Day, New Year's Day, Memorial Day, Independence Day and Labor Day).

It is the goal to offer eligible clients pre-scheduled trips for up to seven days in advance with no trip denials. The budget anticipates the provision of approximately 60,764 hours of service (56,264 paid driver hours, 4,500 volunteer driver hours).

- B. Area Served: The area served shall cover, at a minimum, the inter-city and intra-city corridors currently served by Sonoma County Transit throughout the County. This includes inter-city routes between all nine cities and intra-city routes within Sebastopol, Rohnert Park, Cotati, Windsor, Healdsburg, Cloverdale, Sonoma Valley communities, and Monte Rio-Guerneville-Rio Nido. Demand responsive services shall serve patrons within 3/4 of a mile on each side of these corridors.
- C. Center shall comply with regional ADA eligibility requirements established by the Metropolitan Transportation Commission (MTC) as it pertains to the provision of ADA

paratransit services. Eligible clients must receive ADA certification from a qualified certifying agency prior to making their first trip request.

- D. Discrimination: No form of discrimination shall be practiced by Center in determining the granting of services to eligible patrons. The system shall operate without preference to the type of trip requested. County residents as well as out-of-County visitors shall be eligible for service as permitted by ADA eligibility provisions.
- E. Call Center Services: Center shall provide live telephone services weekdays from 8:00 a.m. to 5:00 p.m. and weekends from 9:00 a.m. to 5:00 p.m. A telephone answering system will record messages during off-hours. A service brochure shall be available to users, including reference to funding from County, County's fixed-route transit services and County's phone number for complaints and comments.
- F. Driver Training and Licensing: Center shall provide drivers with appropriate training to provide safe and courteous transportation. A copy of the training program and quarterly listing of drivers trained or retrained shall be provided to County. Paid drivers shall receive at least one hour of training per month and volunteer drivers must attend at least one training session per year to remain eligible as a driver. Center shall ensure that its full-time, paid drivers possess a valid Class B operator's license throughout the term of this Agreement. The preceding sentence notwithstanding, Center may hire and permit full-time, paid drivers with valid Class C licenses to operate vehicles requiring only a Class C license, provided that Center complies with each of the following requirements:
 - 1. Only those drivers in possession of valid Class B licenses are permitted to operate vehicles requiring a Class B license; and
 - 2. For a reasonable period of time following successful completion of a Class C-licensed drivers' "probationary" period with Center, Center shall provide reasonable assistance to enable said driver to obtain a valid Class B license.
- G. Trip Denial: It is the goal of this Agreement to provide a sufficient level of service such that all ADA trips requested are provided. In the event a requested trip is denied (for any reason whatsoever) it shall be documented per the form contained in Exhibit "A" and faxed to Sonoma County Transit on the same day, or next business day should such a denial occur on a weekend day. Center shall not limit the number of trips granted to any individual client.
- H. Complaints: Complaints lodged to either party will be faxed to the respective party as soon as possible, utilizing the Complaint Form (Exhibit "B"). Volunteer Wheels' publications shall include County's phone number (707) 585-7516 and indicate that complaints may be presented to County at this number.
- I. Waiting Lists and Reservations: The objective of this service is to provide demand responsive next-day services. Center shall focus on providing this type of response but may also offer subscription service up to 50% of the systems' capacity. Subscription services shall be defined as client reservations, on a regularly scheduled basis, taken for a period of up to seven (7) calendar days beyond the date of client's request for service.

Waiting lists are prohibited except for subscription services. If a trip cannot be fulfilled, it must be reported to County as a trip denial. Center shall, however, enforce a trip cancellation policy that requires scheduled clients to give adequate notice when cancellations are necessary, so that replacement trips can be scheduled.

Frequent client cancellations or unannounced cancellations may serve as grounds for eligibility suspension. Center shall inform County of any clients who fall under this category.

- J. Coordination: Center shall coordinate with and accept transfers from other surrounding paratransit and fixed-route providers to facilitate expanded client travel options. County will work with Center to facilitate communication between operators in an effort to maximize operational efficiency and passenger convenience.
- K. Record Keeping: Center shall keep proper program records and make them available for inspection. Records kept will include County's assessment of need, a service plan, and a description of actual services provided and results obtained. All operating costs must satisfy Transportation Development Act (TDA) eligibility requirements.
- L. Management: Center shall appoint a full-time Program Manager/Director to oversee, administer and maintain daily operations of Sonoma County Paratransit.
- M. Compliance: Center shall comply with all applicable federal, state, and local laws and regulations, including those associated with the TDA and State Transit Assistance (STA) programs as they pertain to the provision of public paratransit service.
- N. Safety Program: Center shall provide County with a written safety program that is provided to all volunteers and employees. The safety program shall include safety policies and practices, accident prevention and reporting, and other training materials. Center is required to ensure that all drivers are properly trained and certified (as applicable), participate in the Employer Pull Notice Program, and conduct driver safety training meetings (monthly for paid drivers, annually for volunteer drivers, at a minimum).
- O. Weekly Meetings: Center's Program Officer and Program Director will meet on a weekly basis to coordinate activities with County Transit Systems Manager, or designee.

2. DUTIES OF COUNTY:

- A. Serve as lead agency in the administration of this Agreement.
- B. Provide up to \$2,207,262 in TDA/STA/Measure M funds from County apportionment (\$2,153,426 "Base Agreement" plus up to a 2.5% contingency (\$53,836) for additional services allowed under Section 7.)
- C. Make payment in a timely manner as defined in this Agreement for all amounts due under this Agreement.
- D. Prepare and submit to funding agencies the appropriate performance reports.

- E. Assess the continuing need for the described service at least annually and evaluate the effectiveness and quality of services provided.
 - F. Monitor the performance of Center in meeting the terms of this Agreement.
 - G. Provide vehicle fuel, cleaning, and maintenance services to Center for all County-owned vehicles used in the provision of services under this Agreement at 355 West Robles Avenue, Santa Rosa (Sonoma County Bus Facility).
 - H. Permit use of storage space for paratransit vehicles at 355 West Robles Avenue, Santa Rosa (Sonoma County Bus Facility).
 - I. Maintain a client eligibility program.
 - J. Provide a computerized scheduling and dispatching system which shall be owned by County but maintained and operated by Center.
 - K. Meet with Center Program Manager on a weekly basis to coordinate activities.
 - L. Assist with acquisition of van fleet and provide temporary substitute vehicles if available.
3. FUNDING FOR AGREEMENT: The amount up to \$2,207,262 in County Article 8 TDA, STA, and local Measure M funds will be made available subject to MTC and Sonoma County Transportation Authority approval. Center's duties under this Agreement are contingent upon availability of said funds. No County General Fund monies will be made available under this Agreement.
 4. COMPENSATION AND PAYMENT: Center will be paid an amount based on its operating deficit not to exceed \$2,207,262. Operating deficit is defined as operating expense less the amount of fare and other non-TDA/STA/Measure M revenues. Operating expense is defined as the actual expenditure for the usual and customary expenses for the administration and operation of the service. Operating expense does not include any expense that is not eligible for reimbursement under the provisions of Section 99400(c) of the California Public Utilities Code.

This agreement provides a "base agreement" level of service providing up to a maximum expenditure of \$2,153,426 for which the following applies:

By the 15th day following the end of a calendar month, Center shall submit a Reimbursement Computation (Exhibit "C") to County for all services provided in the preceding month. A monthly management report containing the required elements contained in Exhibit "D", at a minimum, shall accompany the request for reimbursement followed by a staff meeting on Wednesday of the following week to review the management report and any concerns with the payment request. Monthly payments will be based on a fixed fee of \$48,198 per month and variable reimbursement at the rate of \$24.65 per driver-hour of service.

The monthly fixed fee is exclusive of the Center's annual liability insurance premium for ADA paratransit services. Center shall bill separately, by July 15, 2017, for the annual liability insurance costs associated with this agreement (estimated at \$188,000.)

Reimbursements for services provided under this agreement shall be paid by County within fourteen (14) days of Center's delivery of an acceptable monthly management report and request for reimbursement due on or before the 15th day following the end of a calendar month. Center recognizes that failure to file timely reports may delay payment.

All payments by County will be made in accordance with Sonoma County Board of Supervisors Resolution No. 62627, dated December 19, 1978.

Allowance for authorized additional services beyond the "Base Agreement" are defined in Section 7.

Payment of outstanding requests by Center may be withheld by County if required reports have not been submitted by Center in a complete and timely manner.

5. FARES: Passenger fares shall be collected at the rates set forth in Exhibit "E." Fares are based on criteria allowable under the Americans with Disabilities Act and are tied to Sonoma County Transit's fare structure for similar fixed-route services. Personal care attendants and eligible service animals ride free. Center shall accept County developed and issued passes in lieu of fare. County will reimburse Center on a monthly basis for all County passes accepted.
6. FAREBOX RECOVERY RATIO: Center and County are expected to satisfy the TDA requirement that at least 10% of the operating cost be obtained from farebox revenues to qualify for the funds. It shall be a goal to obtain a greater than 10% recovery ratio.

Should Center not meet the 10% farebox recovery goal, County may request steps be taken within a reasonable period of time to comply. If County, after an analysis of all services funded through P.U.C. 99400(c) under contract with County, determines that failure by Center to comply will result in a farebox recovery of less than 10% for all services under P.U.C. 99400(c), County may require that Center adjust level of services accordingly such that a 10% recovery ratio can be achieved. All fare revenues shall be applied against operating expenses.

7. ADDITIONAL SERVICES: Additional services beyond the "Base Agreement" levels indicated in Section 1A and 4 of this Agreement may be considered.

County's Transit Systems Manager may authorize additional services up to 2.5% of this Agreement's maximum compensation, not to exceed \$53,836, if additional services are necessary to assure that the federally required "no-denial" level of service is maintained if passenger demand increases beyond "base agreement" estimates. If additional services beyond 2.5% are necessary, a contract amendment will be prepared. It is understood that County is free to obtain additional services from sources other than Center if desired.

8. CHANGES IN SERVICE: Changes in service may be proposed by either Center or County. Such proposals will be reviewed by County to determine estimated cost and compatibility with County's overall public transit operations. The proposal will be put into effect only upon a statement in writing approved by representatives of both Parties. Changes that affect the amount of compensation will require an amendment to this Agreement unless it is considered additional services as defined within this Agreement.

9. EMERGENCY PROCEDURES: In the event of a local emergency that has been declared in accordance with the Sonoma County Code, upon the request of the Director of the Office of Emergency Services, Center shall make transportation and communication resources available to the degree possible for emergency assistance. Center shall follow instructions of the Director of the Office of Emergency Services and inform County Transportation and Public Works Department of actions being taken. Emergency uses of transportation may include evacuation, transportation of injured, and movement of people to food and shelter. Center shall be reimbursed in accordance with the normal Price Formula and Payment or, if the normal method does not cover the types of emergency services involved, then on the basis of fair, equitable, and prompt reimbursement of Center's actual costs. Reimbursement for such emergency services shall be over and above Maximum Obligation of this Agreement. Immediately after the emergency ceases, Center shall reinstitute normal transportation services. It is understood that operational funding provided in this Agreement cannot be expended to support emergency services.
10. CONFLICTING USE: Center shall not use any vehicle, equipment, personnel, or other facilities which are provided by County for performing services under this Agreement for any use whatsoever other than provided for in this Agreement, unless authorized by County Transit Systems Manager.
11. PERIOD OF SERVICE: Center shall provide the Volunteer Wheels Program from July 1, 2017, through June 30, 2018, unless terminated per the Termination provision of this Agreement.
12. REPORTS: Center will furnish County with the following reports:
 - A. A monthly management report will accompany the monthly payment request (Exhibit "D"). This report shall include Monthly Report - Summary Operating Data and a management review of performance indicating problems encountered and solutions considered, pertinent critiques and evaluation of system and service, training conducted, trends developing, staffing changes, budgetary concerns or other matters of importance. Performance measures shall be reviewed and a geographic presentation on where passenger ridership is occurring. This report will serve as basis for monthly meeting between Center and County staff.
 - B. Delivery of Trip Denial Forms (Exhibit "A") and Passenger Complaint Forms (Exhibit "A") as occurrences develop.
 - C. Center shall provide County copies of all incident and accident reports.
 - D. Any special report requests of County such as patronage by time of day, daily trip reports, log of trip cancellations along with reasons, or other sampling surveys.
 - E. Copies of Quarterly Staffing Report (Exhibit "F").
 - F. Driver trainer and driver certificates.
 - G. Provide quarterly drug and alcohol testing reports for the three-month period preceding September 30, December 31, March 31 and June 30. These reports are required, in addition to, an annual drug and alcohol testing report as detailed in Section 44.

13. INSURANCE: With respect to performance of work under this Agreement, Center shall maintain and shall require all its subcontractors to maintain insurance as described below:

A. Workers' Compensation Insurance. Workers' compensation insurance with statutory limits as required by the Labor Code of the State of California. Said policy shall be endorsed with the following specific language:

"This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the County of Sonoma, Department of Transportation and Public Works."

B. General Liability Insurance. Commercial general liability insurance covering bodily injury and property damage utilizing an occurrence policy form, in an amount no less than \$2,000,000 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:

1. "The County of Sonoma, its officers and employees, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."

2. "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."

3. "The insurance provided herein is primary coverage to the County of Sonoma with respect to any insurance or self-insurance programs maintained by County."

4. "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the County of Sonoma, Department of Transportation and Public Works."

C. Automobile Liability Insurance. Automobile liability insurance covering bodily injury and property damage in an amount no less than \$5,000,000 combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles. Said policy shall be endorsed with the following language:

"The County of Sonoma, its officers and employees, is named as additional insured for liability arising out of the ownership, maintenance, use, loading or unloading of an automobile in the performance of this agreement.

The insurance provided to County is primary and non-contributory with respect to any insurance or self-insurance program maintained by County.

This policy shall not be cancelled or materially changed without first giving thirty (30) days prior written notice to the County of Sonoma, Department of Transportation and Public Works."

D. Automotive Physical Damage Insurance. Comprehensive and Collision insurance

covering all transit vehicles provided by County under this agreement. Such coverage shall include a Loss Payable endorsement in favor of County. Center shall be responsible for payment of any deductible applicable to this insurance.

E. Documentation. The following documentation shall be submitted to County:

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 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 County's request.
4. After the Agreement has been signed, signed Certificates 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.

F. Policy Obligations. Center's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

G. Material Breach. If Center, for any reason, fails to maintain insurance coverage which 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 Center resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Center, County may deduct from sums due to Center any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to the County.

14. VEHICLES: County will provide Center with transit vehicles necessary to operate these services. Any vehicles purchased by County shall be owned by County but controlled by Center when provided by County. When not in use by Center, vehicles will be made available to County for maximum use of this resource.

Center shall be responsible for any physical damages to said vehicles while under its control. Within 24 hours, Center shall provide copies of all vehicle accident reports to County's maintenance contractor and County staff. Center shall be responsible for completing a Daily Bus Report (DBR) for each vehicle operated by Center under this agreement. Completed DBRs shall be returned to County's dispatch office at the completion of each work shift.

Center shall only use such vehicles for purposes defined in this Agreement. It is understood that failure of Center to operate County vehicles as defined in this Agreement may result in return of such vehicles to County. Return of vehicles to County shall be made in accordance with the provisions of a written demand presented by County.

15. ASSIGNMENT AND SUBCONTRACTING: None of the Parties hereto shall assign, sublet, or transfer any interest in this Agreement without written consent of the other, and no

assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented in writing. No subcontracting of service delivery is permitted.

16. STATUS OF CENTER: The Parties intend that Center, in performing the services hereunder specified, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. Center is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits County provides its employees.
17. MUTUAL INDEMNITY: Each party shall indemnify, defend, protect, hold harmless, and release the other, its officers, agents, and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any act, omission, or negligence of such indemnifying party. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation action, disability benefit acts, or other employee benefit acts.
18. BREACHES AND DISPUTES:
 - A. Disputes - Disputes arising in the performance of this Agreement that are not resolved by agreement of the Parties shall be decided in writing by County Transit Systems Manager. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy Center mails or otherwise furnishes a written appeal to County's Director of Transportation and Public Works. In connection with any such appeal, Center shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the County's Director of Transportation and Public Works shall be binding upon Center and Center shall abide by the decision.
 - B. Performance During Dispute - Unless otherwise directed by County, Center shall continue performance under this Agreement while matters in dispute are being resolved.
 - C. Claims for Damages - Should either Party to the Agreement suffer injury or damage to person or property because of any act or omission of the Party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other Party within a reasonable time after the first observance of such injury of damage.
 - D. Remedies - Unless this Agreement provides otherwise, all claims, counterclaims, disputes and other matters in question between County and Center arising out of or relating to this Agreement or its breach will be decided by arbitration if the Parties mutually agree, or in a court of competent jurisdiction within the State of California.
 - E. Rights and Remedies - The duties and obligations imposed by the Agreement documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by County shall constitute a waiver of any right or duty afforded any of them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

19. TERMINATION:

A. Termination for Convenience: At any time, and without cause, County or Center shall have the right to terminate this Agreement by giving one hundred and twenty (120) days written notice to the other party. In the event of termination, County shall pay Center for services rendered to the date of termination.

B. Termination for Default: If Center fails to perform services specified in this Agreement or comply with any provision of this Agreement, County may terminate this Agreement for cause or breach. Termination shall be effected by serving written notice of termination by County on Center, setting forth in detail the manners in which Center is in default. Center will only be paid the contract price for services and supplies delivered and accepted as performed in the manner set forth in this Agreement.

If it is later determined by County in its reasonable discretion that Center had an excusable reason for not performing, such as a strike, fire, or other events not the fault of or are beyond the control of Center, County, after setting up a new delivery of performance schedule, may allow Center to continue work or treat the termination as a termination for convenience.

C. Opportunity to Cure: In the case of a termination for breach or default, County, in its sole discretion, may allow Center a set period of time, depending on default, in which to cure the defect. In such case, the notice of termination will specify, in detail, the manner of default or breach, the actions required to cure said default or breach, and will state the time period in which cure is permitted and other appropriate conditions. If a satisfactory remedy is not reached within the time period, County shall have the right to terminate without further obligation to Center. Any such termination for default shall not in any way operate to preclude County from also pursuing all available remedies against Center and its sureties for said breach or default.

D. Waiver of Remedies for Any Breach: In the event that County elects to waive its remedies for any breach by Center of any covenant, term, or condition of this Agreement, such waiver by County shall not limit County's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.

20. 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 U.S. mail or courier service. Notices, bills and payments should be addressed as follows:

COUNTY: Sonoma County Transit
Attention: Transit Systems Manager
355 West Robles Avenue
Santa Rosa, CA 95407
Phone: (707) 585-7516
Fax:(707) 585-7713

CENTER: Volunteer Center
Attn: Executive Director
153 Stony Circle, Ste. 100
Santa Rosa, CA 95401
Phone: (707) 573-3377
Fax: (707) 579-2079

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

21. MERGER: This writing is intended both as the final expression of the Agreement between the Parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.
22. RIGHT TO MONITOR AND AUDIT: County, or its agents, and the regional governments shall have the right to monitor and audit all work performed under this Agreement. County will assess Center's performance on a quarterly basis per performance standards contained in Exhibit "H" of this Agreement.

County will notify Center in writing within thirty (30) days of any potential exception(s) discovered during such examination. Where such findings indicate that program requirements are not being met and funding agency participation in this program may be imperiled, such written notification will constitute County's intent to terminate this Agreement in the event that corrections are not accomplished by Center within sixty (60) days.

Center shall provide County within 120 days of the termination of this Agreement an unaudited statement of actual revenues and expenditures by budget item as defined in Exhibits "C" and "D."

Audits must comply with Transportation Development Act requirements and with Standards for Audit of Government Organizations, Programs, Activities, and Functions.

23. NO GOVERNMENT OBLIGATION TO THIRD PARTIES:
 - A. County and Center acknowledge and agree that, notwithstanding any concurrence by the federal government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the federal government, the federal government is not a party to this Agreement and shall not be subject to any obligations or liabilities to County, Center, or any other party (whether or not a party to that Agreement) pertaining to any matter resulting from the underlying Agreement.
 - B. Center agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by Federal Transit Administration (FTA). It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

24. NONDISCRIMINATION: The following requirements apply to the underlying Agreement:

A. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and federal transit law at 49 U.S.C. § 5332, Center agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, Center agrees to comply with applicable federal implementing regulations and other implementing requirements FTA may issue.

B. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying Agreement:

1. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and federal transit laws at 49 U.S.C. § 5332, Center agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the project. Center agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Center agrees to comply with any implementing requirements FTA may issue.

2. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, CENTER agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Center agrees to comply with any implementing requirements FTA may issue.

3. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, Center agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, Center agrees to comply with any implementing requirements FTA may issue.

C. Center also agrees to include these requirements in each subcontract financed in whole or in part with federal assistance provided by FTA, modified only if necessary to identify the affected Parties.

25. RETENTION OF RECORDS: County and Center agree to retain all documents relevant to this Agreement for four years from the termination of the Agreement or until all federal/state audits are complete for this fiscal year, whichever is later. Upon request, Center shall make available these records to County, state, or federal government personnel.

26. ACCESS TO RECORDS: The following access to records requirements apply to this Agreement:

A. Center agrees to provide County, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of Center which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. Center also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives access to Center's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

B. Where County is the FTA recipient or a subgrantee of the FTA recipient in accordance with 49 C.F.R. 633.17, Center agrees to provide County, the FTA Administrator or his authorized representatives access to Center's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

C. Where County enters into a negotiated agreement for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other nonprofit organization and is the FTA recipient or a subgrantee of the FTA recipient in accordance with 49 C.F.R. 19.48, Center agrees to provide County, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of Center which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions.

D. Where any purchaser which is the FTA recipient or a subgrantee of the FTA recipient in accordance with 49 U.S.C. 5325(a) enters into an agreement for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, Center shall make available records related to the agreement to County, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

E. Center agrees to permit any of the foregoing Parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

F. Center agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than three years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case Center agrees to maintain same until County, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

G. FTA does not require the inclusion of these requirements in subcontracts.

27. PRIVACY ACT: The following requirements apply to CENTER and its employees that administer any system of records on behalf of the federal government under any agreement:

A. Center agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, Center agrees to obtain the express consent of the federal government before Center or its employees operate a system of records on behalf of the federal government. Center understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Agreement.

B. Center also agrees to include these requirements in each subcontract to administer any system of records on behalf of the federal government financed in whole or in part with federal assistance provided by FTA.

28. COMPLIANCE WITH LAWS AND REGULATIONS: Center shall comply with any federal, state, and local laws and regulations or requirements of funding agencies such as FTA drug and alcohol testing, Americans with Disabilities Act, DMV Pull-Notice System for Drivers, and any other matters that impact eligibility for funding, risk exposure, safety, or other relevant area of endeavor.
29. PERFORMANCE: 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 arises with respect to the performance of either party, the other may, in writing demand adequate assurance of due performance and until he receives such assurance may, if commercially reasonable, suspend any performance for which the agreed return has not been received. Commercially reasonable includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with Parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding 30 days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance.
30. CONFLICT OF INTEREST: Center 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. Center 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, Center 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 Center's or such other person's financial interests.
31. CONFLICT OF TRANSPORTATION INTERESTS: Center shall not divert any revenues, passengers, or other business from County's project to any other transportation operation of Center.
32. EXECUTION OF AGREEMENT: This Agreement shall not come into effect unless duly executed by County and Center.
33. 13(C) OBLIGATIONS: Center acknowledges that County is obligated, under the terms of certain capital assistance agreements with the federal government, to ensure that employees

of Center are afforded certain labor protections per 49 U.S.C. □5333(b) and
guidelines at 29 CFR Part 215. A copy of the language outlining those labor protective arrangements is attached hereto as Exhibit "G" and incorporated herein by reference. Center agrees to comply with the labor protective requirements referenced in Exhibit "I" during the term of this transit service agreement, and any extension thereof. Center further agrees to take no action which would adversely impact its employees, during the term of this Agreement, in a manner which would cause 13(c) financial obligations to said employees. In the event such adverse impact is considered reasonable or unavoidable by Center, Center agrees to consult with County, to take reasonable steps to avoid or mitigate any adverse impacts, and assume financial responsibility.

Center shall have financial liability for any 13(c) claims or obligations that are created by acts or omissions of Center that are not directed by County. In addition, Center shall cooperate with County (including the provision of payroll records and other information) in the resolution or defense of any 13(c) claims or disputes for which County has responsibility.

Center shall not assist or encourage any employee to file or otherwise pursue a 13(c) claim against County, or take any action which is contrary to the interests of County under 13(c) or its 13(c) agreements relating to the termination of services under this Agreement, any future transition from Center to another service provider, or any other action or event relating to this Agreement. If Center fails to comply with this obligation, Center shall be financially liable for all costs incurred by County (including attorney's fees) associated with any 13(c) claims or delays in the receipt of federal grants.

34. TRANSIT EMPLOYEE ARRANGEMENTS: Center agrees to comply with the applicable transit employee protective requirements as follows:

A. General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, Center agrees to carry out the transit operations work on the underlying agreement in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this Agreement and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R.

Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA recipient's project from which federal assistance is provided to support work on the underlying agreement. Center agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any agreement financed with federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for non-urbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

B. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the agreement involves transit operations financed in whole or in part with federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is

performed on the underlying agreement, Center agrees to carry out the project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. Center agrees to perform transit operations in connection with the underlying agreement in compliance with the conditions stated in that U.S. DOL letter.

C. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Non-urbanized Areas - If the agreement involves transit operations financed in whole or in part with federal assistance authorized by 49 U.S.C. § 5311, Center agrees to comply with the terms and conditions of the Special Warranty for the Non-urbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

Center also agrees to include any applicable requirements in each subcontract involving transit operations financed in whole or in part with federal assistance provided by FTA.

35. AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE: Center agrees to serve as a general paratransit and ADA provider for County and shall assume full responsibility and liability associated with ADA compliance within the limits defined by this Agreement including Section 17 ("Mutual Indemnity," above). Any trip denials or other grievances shall be referred to County Transit Systems Manager within 24 hours after receipt on the same day or next business day such trip denial or grievance occur on a weekend day.

Center shall operate fully accessible paratransit services including wheelchair-loading devices, tie downs, communication systems, training, and related ADA requirements for paratransit providers and as defined in the scope of services outlined in Section 1 of this Agreement. County will assume no liability for failure by Center to satisfy these requirements. County has entered this Agreement with the understanding that Center will make every effort to fully comply with the ADA based on the resource limits established by this Agreement.

36. MODIFICATION OF AGREEMENT: This writing constitutes the entire agreement between the Parties relative to the subject matter of this Agreement and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both Parties to this Agreement. There are no understandings, agreements, or conditions with respect to the subject matter of this Agreement except those contained in this writing.

37. DISADVANTAGED BUSINESS ENTERPRISE: Center agrees to take the following measures to facilitate participation by disadvantaged business enterprises (DBE) in the project:

A. Center agrees to comply with section 1101(b) of TEA-21, 23 U.S.C. § 101 note, and U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. Part 26.

B. Center agrees that it shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any third Party Agreement, or subagreement supported with federal assistance derived from the U.S. DOT or in the administration of its DBE

program or the requirements of 49 C.F.R. Part 26. Center agrees to take all necessary and reasonable steps set forth in 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of all third party contracts and subagreements supported with federal assistance derived from the U.S. DOT. Center's DBE program, as required by 49 C.F.R. Part 26 and approved by the U.S. DOT, is incorporated by reference and made part of the Grant Agreement or Cooperative Agreement. Implementation of this DBE program is a legal obligation, and failure to carry out its terms shall be treated as a violation of the Grant Agreement or Master Agreement. Upon notification to Center of its failure to implement its approved DBE program, the U.S. DOT may impose sanctions as provided for under 49 C.F.R. Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001, and/or the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801 *et seq.*

38. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION -- LOWER-TIER COVERED TRANSACTION:

A. The prospective lower-tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" (as defined at 49 CFR □29.105[p] i suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

B. When the prospective lower-tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

39. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NON-PROCUREMENT): Center agrees to comply, and assures the compliance of each third party contractor and subcontractor at any tier, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Government-wide Debarment and Suspension (Non-procurement)," within 49 C.F.R. Part 29.

40. LOBBYING: Center shall certify compliance with 49 CFR Part 20 as detailed in Exhibit "I"- Certification Regarding Lobbying.

41. LOBBYING RESTRICTIONS: Center agrees to:

A. Refrain from using federal assistance funds to support lobbying,

B. Comply, and assure the compliance of each third party contractor at any tier and each subcontractor at any tier, with U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20, modified as necessary by 31 U.S.C. § 1352.

C. Comply with federal statutory provisions to the extent applicable prohibiting the use of federal assistance funds for activities designed to influence Congress or a State legislature on legislation or appropriations, except through proper, official channels.

42. CHARTER BUS REQUIREMENTS: Center agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and sub-recipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the

exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

43. SCHOOL BUS REQUIREMENTS: Pursuant to 69 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

44. DRUG AND ALCOHOL TESTING:

A. Center agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of California, or County, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process. Center agrees further to certify annually its compliance with Part 655 before March 15 and to submit the Management Information System (MIS) reports before March 15 to COUNTY Transit Systems Manager and FTA Office of Safety and Security. To certify compliance, Center shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

B. Center agrees to comply with the following federal substance abuse regulations:

1. Drug-Free Workplace. U.S. DOT regulations, "Drug-Free Workplace Requirements (Grants)," 49 C.F.R. Part 29, Subpart F, as modified by 41 U.S.C. §§ 702 *et seq.*

2. Alcohol Misuse and Prohibited Drug Use. FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655, to the extent applicable. Center agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of California, or County, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process. Center agrees further to certify annually its compliance with Part 655 before February 15 and to submit the Management Information System (MIS) reports before February 15 to Transit Systems Manager, 355 West Robles Avenue, Santa Rosa, CA 95407. To certify compliance Center shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

45. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS:

A. Center acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying agreement, Center certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying agreement or the FTA-assisted project for which this Agreement work is being performed. In addition to other penalties that may be applicable, Center further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Center to the extent the federal government deems appropriate.

B. Center also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the federal government under an agreement connected with a project that is financed in whole or in part with federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on Center, to the extent the federal government deems appropriate.

C. Center agrees to include the above two clauses in each subcontract financed in whole or in part with federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

46. ENERGY CONSERVATION: Center agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 *et seq.*

47. CLEAN WATER:

A. Center agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* Center agrees to report each violation to County and understands and agrees that County will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

B. Center also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FTA.

48. CLEAN AIR:

A. Center agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* Center agrees to report each violation to County and understands and agrees that County will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

B. Center also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FTA.

49. RECYCLED PRODUCTS: To the extent applicable, Center agrees to comply with U.S. EPA regulations, "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 C.F.R. Part 247, implementing section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and otherwise provide a competitive preference for products and services that conserve natural resources and protect the environment and are energy efficient.
50. INCORPORATION OF FTA 4220.1E TERMS: The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding agreement provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, dated June 19, 2003, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Center shall not perform any act, fail to perform any act, or refuse to comply with any County of Sonoma request, which would cause County to be in violation of the FTA terms and conditions.
51. FEDERAL CHANGES: Center shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Department of Transportation, Federal Transit Administration, Master Agreement (FTA MA (10) dated October, 2003), between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this Agreement. Center's failure to so comply shall constitute a material breach of this Agreement.
52. TERMINATION FOR NON-APPROPRIATION: County may terminate this Agreement at any time, upon giving Center thirty (30) days written notice, for any of the following reasons:
- A. County 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 County;
 - C. No appropriation of funds for payments has been made for purposes of this Agreement in the budget for the next fiscal year.
53. PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS: The Contractor shall return all moneys withheld in retention from the subcontractor within 30 days after receiving payment for work satisfactorily completed, even if the other contract work is not completed and has not been accepted. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or noncompliance by a subcontractor.
54. Statutory Compliance/Living Wage Ordinance. Consultant agrees to comply, and to ensure compliance by its sub-consultants 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.

55. PERFORMANCE STANDARDS: County is accountable to its funding agencies who demand that performance standards be established, monitored, and evaluated to assure maintenance and improvement of productivity and the best delivery of service for the tax dollars provided.

Center shall be accountable for and assist in reporting and operating in a manner that satisfies the following performance standards as outlined in Exhibit "H."

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

**VOLUNTEER CENTER OF
SONOMA COUNTY**

By: _____

Name: _____

Title: _____

COUNTY OF SONOMA:

By: _____
Chair, Board of Supervisors

ATTEST:

By: _____
Clerk of the Board

APPROVED AS TO FORM FOR COUNTY:

By: _____
County Counsel

Date: _____

CERTIFICATES OF INSURANCE ON
FILE WITH THE DEPARTMENT:

By: _____

Date: _____

REVIEWED AS TO SUBSTANCE FOR COUNTY:

By: _____
Department Head



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: May 23, 2017

Vote Requirement: Majority

Department or Agency Name(s): Human Services Department

Staff Name and Phone Number:

Kellie Noe, 565-5849
Joni Thacher, 565-4560
Leah Murphy, 565-5836

Supervisorial District(s):

All

Title: Upstream Investments Portfolio Review Committee Appointments

Recommended Actions:

Approve the re-appointment of current Upstream Investments Portfolio Review Committee members Katie Greaves, Carlos Ayala and B.J. Bischoff for an additional two-year term beginning on May 23, 2017, and ending on May 23, 2019.

Approve the appointment of new Upstream Investments Portfolio Review Committee members Renée Alger, Liz Parra, Phylus Myint, Eleanor Grogan, Serene Lienau and Joy Thomas to serve an initial two-year term beginning on May 23, 2017, and ending on May 23, 2019.

Executive Summary:

The Upstream Investments Policy initiative, sponsored by the Sonoma County Board of Supervisors, seeks to eliminate poverty in Sonoma County and ensure equal opportunity for quality education and good health in nurturing home and community environments. The purpose of the Upstream Portfolio Review Committee is to review submissions to the Portfolio of Model Upstream Programs in accordance with the Portfolio review and decision process, and to determine tier placement for each submission. Additionally, the Review Committee is responsible for ensuring that the Portfolio submission criteria, review and decision-making process meet County policy and accepted industry practices related to evidence-based practice. The Review Committee also makes recommendations for changes to the Upstream Policy Committee when appropriate.

The Human Services Department maintains an open recruitment process for the Upstream Portfolio Review Committee. Twice annually, applications for committee membership are solicited from the community by HSD staff. In addition, applications may be submitted directly to HSD staff at any time. All qualified applications are kept on file for two years and are used to fill vacant seats as needed.

Discussion:

Membership Recommendations

The Department recommends reappointing the following individuals for a term ending on 5/23/2019:

Category

Health and Human Services.....Katie Greaves, Human Services Department
Local University or Colleges.....Carlos Ayala, Sonoma State University
Community at Large.....B.J. Bischoff, Bischoff Consulting

The Department recommends appointing the following individuals for a term ending on 5/23/2019:

Category

Health and Human Services.....Renée Alger, Human Services Department
Criminal Justice.....Liz Parra, Sheriff's Office
K-12 Education.....Phyusin Myint, Human Services Department
Local Funder.....Eleanor Grogan, Community Foundation
Local Funder.....Serena Lienau, City of Santa Rosa
Local Services Agency.....Joy Thomas, Child Parent Institute

The full committee list is attached.

New appointments:

Renée Alger is recommended as a new appointed member of the Portfolio Review Committee.

- **Renée Alger** serves as Program Planning & Evaluation Analyst for the Sonoma County Human Services Department. In this role, she provides research and analysis to support evidence-informed program decisions for the Adult and Aging division and program evaluation expertise across all divisions. Renée holds a Master of Human Services with a focus on Social Policy, Analysis, and Planning from Walden University and is currently working on a PhD in Human Services.

Liz Parra is recommended as a new appointed member of the Portfolio Review Committee.

- **Liz Parra** serves as an Analyst for the Sonoma County Sheriff's Office assigned to Jail Programs. In this role, she works with the Programs Sergeant to research and review opportunities for program improvement. She holds a Master of Business Administration with a focus on sustainable enterprise from Dominican University of California.

Phyusin Myint is recommended as a new appointed member of the Portfolio Review Committee.

- **Phyusin Myint** serves as Program Planning & Evaluation Analyst for the Sonoma County Department of Health Services. She currently manages the READY project which focuses on positive outcomes for kindergarten readiness and early childhood education. She was previously the Senior Research and Evaluation Analyst for Multnomah County's Human Services Department, Youth and Family division in Portland, Oregon. Phyusin holds a PhD in Public Administration and Policy from Portland State University, and a Master of Public Policy from California Polytechnic University, San Luis Obispo.

Eleanor Grogan is recommended as a new appointed member of the Portfolio Review Committee.

- **Eleanor Grogan** serves as Program Officer for Community Foundation Sonoma County. In this role, she develops and administers grant programs using effective strategies and current thinking in health & human services and environmental science. Ms. Grogan has extensive experience in small business development, and program and curriculum design. She holds a Master of International and Multicultural Education from University of San Francisco, and a Bachelor of Arts in Spanish and International Studies from University of Oregon.

Serena Lienau is recommended as a new appointed member of the Portfolio Review Committee.

- **Serena Lienau** serves as an Administrative Analyst for the City of Santa Rosa. Serena has worked for the City of Santa Rosa for over 17 years with the majority of her career with the Santa Rosa Violence Prevention Partnership. Ms. Lienau has experience in management of the CHOICE and CalGRIP grant programs, budgets, trainings and presentations, facilitation, and program evaluation. She holds a Master of Organization Development and a Bachelor of Arts in Sociology from Sonoma State University.

Joy Thomas is recommended as a new appointed member of the Portfolio Review Committee.

- **Joy Thomas** serves as Creative Arts Director for the Child Parent Institute where she pursues her passion for co-creating arts-based solutions to address disparities and build community. Ms. Thomas has experience directing numerous visual and performing arts camps, instructing college courses as an adjunct professor, and teaching performing and visual arts classes. She holds a Bachelor of Arts in Theatre Arts from McDaniel College.

Prior Board Actions:

August 30, 2016: The Board appointed five (5) new members to the Portfolio Review Committee.

May 3, 2016: The Board reappointed one (1) member to the Portfolio Review Committee.

March 1, 2016: The Board appointed one (1) new member to the Portfolio Review Committee.

January 26, 2016: The Board appointed two (2) new members to the Portfolio Review Committee.

Strategic Plan Alignment Goal 3: Invest in the Future

The Upstream Investments Policy seeks to eliminate poverty in Sonoma County and ensure equal opportunity for quality education and good health in nurturing home and community environments.

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 is no additional fiscal impact to approve the appointments of the 9 current and new Portfolio Review Committee members. Staff time and funding are included in the FY 16-17 budget and proposed 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):			
See above.			
Attachments:			
Upstream Investments Portfolio Review Committee Roster			
Related Items "On File" with the Clerk of the Board:			
None			



Portfolio Review Committee Members

<u>Category</u>	<u>Name</u>	<u>Term Ending</u>
County Administrator's Office Up to 1 member	Hannah Euser, County Administrator's Office.....	1/26/18
Health and Human Services Up to 4 members	Katie Greaves, Human Services Department Renee Alger, Human Services Department Kristen Fladseth, Department of Health Services	5/23/19 5/23/19 8/30/18
Criminal Justice Up to 4 members	Alison Lobb, Probation Department Liz Parra, Probation Department.....	5/23/19 5/23/19
Early Childhood Development Up to 2 members	Leah Benz, First 5 Sonoma County.....	11/10/17
K-12 Education Up to 2 members	Phyusin Myint, Human Services Department.....	5/23/19
Local Funder Up to 3 members	Elly Grogan, Community Foundation..... Daniel Schurman, St. Joseph Health..... Serena Lienau, City of Santa Rosa.....	5/23/19 8/30/18 5/23/19
Local Universities or Colleges Up to 2 members	Carlos Ayala, Sonoma State University.....	5/23/19
Community at Large Up to 2 members	B.J. Bischoff, Bischoff Consulting..... Teddie Pierce, Decipher HMIS.....	5/23/19 8/30/18
Local Services Agencies Up to 2 members	Joy Thomas, Child Parent Institute Emmanuel Moon, United Way of the Wine Country.....	5/23/19 8/30/18



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: May 23, 2017

Vote Requirement: Majority

Department or Agency Name(s): Transportation & Public Works

Staff Name and Phone Number:

Susan Klassen (707) 565-2231

Supervisorial District(s):

All

Title: National Public Works Week

Recommended Actions:

Approve Resolution recognizing the week of May 22-26, 2017 as National Public Works Week.

Executive Summary:

The Department of Transportation and Public Works is committed to providing quality transportation and public works services in a responsive and professional manner to benefit residents and visitors to Sonoma County. The professionals staffing the County's Transportation and Public Works Department help to ensure that Sonoma County's infrastructure and public services remain accessible and reliable. Every resident of the County is touched by the services provided by these outstanding public servants. The requested action formally recognizes the contributions made by these individuals.

Discussion:

National Public Works Week was instituted as a public education campaign by the American Public Works Association in 1960, calling attention to the importance of public works in community life. This week's recognition seeks to enhance the prestige of these often-unsung heroes of our society, the professionals who serve the public good every day with steadfast dedication.

Prior Board Actions:

5/17/16: Board approved Gold Resolution recognizing National Public Works Week; 5/20/14: Board approved Gold Resolution recognizing National Public Works Week; 5/21/13: Board approved Resolution recognizing National Public Works Week; 5/15/12: Board approved Resolution recognizing National Public Works Week; 5/17/11: Board approved Resolution recognizing National Public Works Week; 5/18/10: Board approved Resolution recognizing National Public Works Week; 5/12/09: Board approved Resolution recognizing National Public Works Week; 5/13/08: Board approved Resolution recognizing National Public Works Week.

Strategic Plan Alignment Goal 1: Safe, Healthy, and Caring Community			
The County's Transportation and Public Works Department help to ensure that Sonoma County's infrastructure and public services remain accessible and reliable.			
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 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:			
Resolution			
Related Items "On File" with the Clerk of the Board:			



County of Sonoma
State of California

Date: May 23, 2017

Item Number: _____
Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Recognizing The Week of May 22-26, 2017, As National Public Works Week.**

Whereas, public works services provided in our community are an integral part of the everyday lives of Sonoma County Residents; and

Whereas, Sonoma County Transportation and Public Works administers critical services and infrastructure, including public transit, an airport, solid waste disposal site management, four small water districts, and road and bridge maintenance and construction; and

Whereas, the health, safety, and comfort of the residents of Sonoma County greatly depend on these services; and

Whereas, the support of an understanding and informed residents is vital to the efficient operation of public works systems and programs; and

Whereas, as residents of Sonoma County learn more about the services provided by Transportation and Public Works, they are more supportive of Transportation and Public Works programs, and understanding of funding needs; and

Whereas, the quality and effectiveness of the development and operation of these services, as well as their planning, design, and construction, are vitally dependent upon the efforts and skills of the public works professionals; and

Whereas, the efficiency and effectivity of the qualified and dedicated personnel who staff public works departments is effected and influenced by the people's attitude and understanding of the work they perform.

Now, Therefore, Be It Resolved that the County of Sonoma recognizes the week of May 22 – 26, 2017, as National Public Works Week.

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

To: Board of Supervisors

Board Agenda Date: May 23, 2017

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor David Rabbitt 565-2241

Supervisorial District(s):

Second District

Title: Gold Resolution

Recommended Actions:

Approve a gold resolution supporting the Community Resilience Challenge and declaring May 2017 as Community Resilience Challenge Month. (Second District)

Executive Summary:

The Community Resilience Challenge asks participants to save water, grow food, conserve energy, reduce waste and build community.

Discussion:

Prior Board Actions:

The Board has approved this proclamation in 2016, 2015 and 2014.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

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:			
Gold Resolution.			
Related Items "On File" with the Clerk of the Board:			



County of Sonoma
State of California

Date: May 23, 2017

Item Number: _____
Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Supporting The Community Resilience Challenge And Declaring May 2017 As Community
Resilience Challenge Month**

WHEREAS, the County of Sonoma is concerned about the health and well-being of its residents and seeks to create a healthy, sustainable, and livable community; and

WHEREAS, in seven years of the annual Community Resilience Challenge, over 5,000 people across Sonoma County have committed to complete nearly 31,000 actions to save water, grow food, conserve energy, reduce waste and build community; and

WHEREAS, Daily Acts is a key partner, providing programs and services that educate residents, students, businesses, and community leaders about sustainable practices; and

WHEREAS, Sonoma County can achieve its climate goals by growing and eating fresh, local garden produce, greening its transportation and creating energy and water-efficient homes, businesses, schools, and communities.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Sonoma commits to actively support the **Community Resilience Challenge** and its goal to inspire action to save water, grow food, conserve energy, reduce waste, and build community, and as a partner pledges to support the **Community Resilience Challenge** activities within the county, and use county communications media and programming to promote the cultivation of healthy food, waste reduction, and energy and water-efficiency.

AND FURTHER MAY IT BE RESOLVED that the Board of Supervisors of the County of Sonoma actively declares the month of May Community Resilience Challenge Month, as we work together for a healthier, more vibrant and viable future.

Resolution #

Date:

Page 2

Supervisors:

Gorin:

Rabbitt:

Zane:

Gore:

Carrillo:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors of Sonoma County

Board Agenda Date: May 23, 2017

Vote Requirement: Majority

Department or Agency Name(s): Department of Health Services

Staff Name and Phone Number:

Barbie Robinson, 565-7876

Supervisorial District(s):

Title: Emergency Medical Services Week

Recommended Actions:

Adopt a resolution proclaiming the week of May 21 to May 27, 2017 as Emergency Medical Services Week in Sonoma County.

Executive Summary:

The local Emergency Medical Services system in Sonoma County is comprised of numerous private and public sector organizations such as fire departments and districts, law enforcement departments, air and ground ambulance service providers, hospitals, county parks, and 9-1-1 dispatch centers. The Emergency Medical Services team includes dispatchers, first responders, emergency medical technicians, paramedics, nurses, physicians, educators, administrators, firefighters, and citizen advisory groups. Together, these organizations and individuals provide the citizens of and visitors to Sonoma County with responsive, high-quality emergency medical services.

Discussion:

Each year, one week is designated to recognize those persons and agencies that make up the Emergency Medical Services (EMS) team and to educate the public about the services provided. For 2017, May 21-27 has been designated National Emergency Medical Services Week, with the theme "EMS Strong: Always in Services." Emergency Medical Services providers in the County use this week to acknowledge and commend the work of their staff in providing quality medical care. This year marks the 35th anniversary of the Sonoma County Emergency Medical Services system.

The focal event for Emergency Medical Services Week activities in Sonoma County is the Survivor's Reunion, sponsored by the Sonoma County Paramedic Association. The 24th annual reunion of patient survivors and rescuers will be held on May 25, 2017 at the Imagery Winery, Glen Ellen, where local emergency response agencies and dignitaries will join together in recognizing our local heroes. The reunion is always a touching celebration of lives saved.

Prior Board Actions:			
Resolutions proclaiming Emergency Medical Services Week in Sonoma County have been adopted each May for several years (most recently May 17, 2016).			
Strategic Plan Alignment Goal 4: Civic Services and Engagement			
Recognizing Emergency Medical Services Week honors all emergency medical services responders in the County for their important work. Sonoma County honors firefighters, first responders, paramedics, emergency medical technicians, nurses, doctors, dispatchers, and all other lay people who make the Emergency Medical Services system work 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	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:			
Resolution			
Related Items "On File" with the Clerk of the Board:			
None			



County of Sonoma
State of California

Date: May 23, 2017

Item Number: _____
Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma,
State Of California, Proclaiming The Week Of May 21 To May 27, 2017
As Emergency Medical Services Week In Sonoma County**

Whereas, emergency medical services is a vital public service;

Whereas, the members of emergency medical services teams are ready to provide lifesaving care to those in need, 24 hours a day, seven days a week;

Whereas, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury;

Whereas, emergency medical services teams consist of emergency physicians, emergency nurses, emergency medical technicians, paramedics, firefighters, dispatchers, educators, administrators, and others;

Whereas, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

Whereas, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week.

Now, Therefore, Be It Resolved that the Board of Supervisors of the County of Sonoma proclaims May 21 to May 27, 2017 as Emergency Medical Services Week throughout Sonoma County, and calls upon all County departments to join with private organizations and community members to celebrate with activities to promote and acknowledge the many benefits of emergency medical services to our 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: 16
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: May 23, 2017

Vote Requirement: Majority

Department or Agency Name(s): Human Services Department

Staff Name and Phone Number:

Chris Bingham, 707-565-5950

Supervisorial District(s):

Title: Memorial Day Recognition

Recommended Actions:

Approve resolution honoring veterans of the armed services and recognizing and honoring May 29, 2017 as "Memorial Day" in Sonoma County

Executive Summary:

There are approximately 30,000 Veterans in Sonoma County, as well as many families who have lost loved ones in service to our nation. This resolution is an acknowledgement of their sacrifice.

Discussion:

Memorial Day was first observed as Decoration Day on May 30, 1868, as an occasion to decorate the graves of Civil War Soldiers. After World War I, Decoration Day was expanded to honor service members killed in all of our nation's wars. After World War II, Decoration Day became known as Memorial Day; and in 1971, Congress established Memorial Day as a federal holiday to be observed on the last Monday of May. While we observe Memorial Day in 2017, it is important to reflect upon the contributions and sacrifices the men and women of our armed forces have made in upholding the principles of democracy and liberty while in service to our nation.

Approximately 30,000 Veterans and numerous families who have lost loved ones in service to our nation reside in Sonoma County; it is fitting to honor and commend the citizens of Sonoma County, as well as the men and women that served with military units based in Sonoma County, who were killed in the line of duty. We can never fully repay our debt of gratitude to the heroic men and women who perished as a result of their service.

Prior Board Actions:

Every year the Board of Supervisors honors Sonoma County Veterans for their service
May 16, 2016
May 19, 2015

May 20, 2014			
Strategic Plan Alignment Goal 4: Civic Services and Engagement			
To publically celebrate and honor veterans of the armed services for their patriotism, bravery, and loyal dedication to serving our country.			
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	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: May 23, 2017

Item Number: _____

Resolution Number: _____



4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
honoring veterans of the armed services and recognizing and honoring May 29, 2017 as
“Memorial Day” in Sonoma County**

Whereas, Memorial Day was first observed as Decoration Day on May 30, 1868, as an occasion to decorate the graves of Civil War Soldiers; and

Whereas, after World War I, Decoration Day was expanded to honor service members killed in all of our nation’s wars and,

Whereas, after World War II, Decoration Day became known as Memorial Day; and

Whereas, in 1971, Congress established Memorial Day as a federal holiday to be observed on the last Monday of May; and

Whereas, as we observe Memorial Day in 2017, it is important to reflect upon the contributions and sacrifices the men and women of our armed forces have made in upholding the principles of democracy and liberty while in service to our nation; and

Whereas, approximately 30,000 Veterans and numerous families who have lost loved ones in service to our nation reside in Sonoma County; and

Whereas, it is fitting to honor and commend the citizens of Sonoma County, as well as the men and women that served with military units based in Sonoma County, who were killed in the line of duty; and

Whereas, we can never fully repay our debt of gratitude to the heroic men and women who perished as a result of their service,

Now, Therefore, Be It Resolved that Sonoma County Board of Supervisors do hereby recognize May 29, 2017 as a Memorial Day and call upon all citizens to honor those men and women who have lost their lives while serving to protect this great nation.

Resolution #

Date:

Page 2

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: Board of Supervisors

Board Agenda Date: May 23, 2017

Vote Requirement: Majority

Department or Agency Name(s): Sheriff's Office

Staff Name and Phone Number:

Connie Newton, 565-8884

Supervisorial District(s):

Title: Agreement for Inmate Behavioral Healthcare Services

Recommended Actions:

Authorize the Chair to sign the Agreement for Inmate Behavioral Healthcare Services with California Forensic Medical Group, Inc., for the period of May 1, 2017, through June 30, 2022, for a first year contract amount of \$4,618,939, which will benefit the community by providing essential behavioral healthcare services to incarcerated adults.

Executive Summary:

The Sheriff is required to provide healthcare services to inmates under the California Code of Regulations, Title 15 and the State and Federal Constitutions. These services are also required to maintain compliance with the California Medical Association Institute for Medical Quality Standards for Health Services in Detention Facilities. Healthcare services include both medical and behavioral healthcare services (also referred to as mental healthcare services). As a result of a Request for Proposal process for the Sheriff's Inmate Behavioral Health Services, the Sheriff is recommending the County enter into a five year Agreement with California Forensic Medical Group, Inc. to provide these services.

Discussion:

Background

As part of operating an adult detention facility, California Code of Regulations, Title 15 requires the Sheriff to provide healthcare services to inmates. Historically, the Sheriff has provided healthcare services under two separate contracts, an Inmate Medical Services Agreement and an Inmate Behavioral Health Services Agreement. The Inmate Medical Agreement was last awarded in 2014 through a competitive process. California Forensic Medical Group, Inc. is the current contractor for inmate medical services. The County's Department of Health Services Behavioral Health Division has been providing the Sheriff's inmate behavioral health services since 1983. Behavioral healthcare services were gradually implemented based on response to inmate behavioral health needs. Over time, the services were expanded as the need and regulations increased.

Behavioral healthcare services include a variety of services that are incorporated into a comprehensive behavioral health program. The adult detention behavioral health program is made up of a number of components including: Title 15 inmate behavioral healthcare, suicide prevention, inmate programs, pre-release services, and restoration to competency services for qualifying inmates. Title 15 inmate behavioral healthcare services include clinical care provided by clinicians and psychiatric staff. Inmate programming services include both individual and group therapy. The comprehensive program also includes restoration to competency services for misdemeanor inmates. Restorative treatment is designed to restore to competency inmates who have been determined by the Court incompetent to stand trial. Treatment to restore to competency felony inmates is in the process of being added to the program. Restoration includes treatment and education services so that the inmate is able to participate in his/her own defense. Finally, services include pre-release services, or discharge planning. As an inmate is preparing to be released from custody, a liaison will help connect that inmate to services (healthcare, counseling, housing, employment services) in the community.

Request for Proposal Process

Prior to initiating a Request for Proposal process, the Sheriff engaged an expert consultant to perform a review of Detention's existing behavioral health services and to assist as a subject matter expert throughout the Request For Proposal process. The consultant, an employee of Fidelis Professional Services, was a correctional healthcare professional, including behavioral health services, with over 27 years of experience in correctional healthcare services. The consultant's experience and skill sets included nursing and administrative management roles in the jail and prison environment.

In line with the County's philosophy to ensure contracts are providing the highest quality services at a competitive price, the Sheriff's Office issued a Request for Proposals on November 22, 2016 for Inmate Behavioral Health Services. The Request for Proposal resulted in receipt of responsive proposals from three organizations: California Forensic Medical Group, Inc., with its main office in Monterey and local operation in Santa Rosa, California, County of Sonoma Department of Health Services (County), whose main office is in Santa Rosa, California and Liberty Healthcare Corporation, whose main office is located in Bala Cynwyd, Pennsylvania. A fourth organization, Ameriplan, submitted documents, but the documents did not address the requirements outlined in the Request for Proposal, therefore they were determined to be non-responsive. The Request for Proposal evaluation committee consisted of four Sheriff's staff, one member from the County Administrator's Office, and one manager from the County of Santa Barbara Sheriff's Office Detention Division with over 35 years of experience in corrections. Santa Barbara Sheriff's Office has taken a leading role in the Stepping Up Initiative. The outside evaluator was included to insure that, in addition to Fidelis's technical assistance, a independent, non-County evaluator with experience in custodial behavioral healthcare participated on the Request for Proposal committee.

There were two phases to the Request for Proposal evaluation process: a written evaluation and an interview with selected organizations. The evaluation of the written proposals included the following criteria: organizational information, project approach, staffing, costs, and administrative requirements outline in the request for proposals. The evaluation also included the County's requirement for living wage (applicable to non-profit organizations) and local preference points. Two organizations, the County and California Forensic Medical Group qualified for the County's local preference points. The

scores from the written evaluation were used to select the top qualifying organizations to move to the second phase of evaluation. In this case, all three responsive organizations were selected for phase two. The second phase of the evaluation involved on-site presentations and interviews with the top three qualifying proposals. The presentation evaluation included demonstrations of sample case and discharge plans, staffing, budget, and references. Final scores were as follows: Ameriplan -0; California Forensic Medical Group, Inc., - 1,054; County- 881; and Liberty – 923.

California Forensic Medical Group scored the highest in the committee's evaluation. While all three organizations demonstrated an ability to perform services, California Forensic Medical Group outscored the competitors for the following reasons: California Forensic Medical Group has been providing these services, specifically in multiple California custody institutions, since 1983, which gives them a long history of expertise and experience. Attached to this report is a list of California Forensic Medical Group's current 20 California inmate behavioral healthcare clients. Samples of these clients include El Dorado County, Napa County, and Solano County. Santa Barbara County recently awarded California Forensic Medical Group a contract for both medical and behavioral healthcare services as the result of a request for proposal process. Several of these clients were contacted for references during the Request for Proposal process and the consensus was that California Forensic Medical Group is an expert in the industry providing quality, cutting edge solutions to behavioral health issues and a collaborative partner with their clients. California Forensic Medical Group was able to propose a staffing plan that offered the most staffing coverage and direct services to inmates compared to the other proposals. Finally, California Forensic Medical Group's proposal was determined to be the most cost effective of the three proposals and will save the County more than \$250,000 annually over the other proposals. The majority of the costs under this Agreement are staffing costs. California Forensic Medical Group demonstrated that they pay their staff competitive wages for the area and also have a history of low staff turnover.

Proposed Agreement

Under the proposed Agreement, the contractor will provide all of the behavioral healthcare services currently being provided to inmates, and in addition, will implement a restoration to competency program for qualifying felons. The felony restoration to competency program is funded by the Department of State Hospitals through an Agreement titled Jail Based Competency Treatment Program, which was approved by the Board on February 7, 2017. The proposed Agreement enhances suicide prevention efforts, dedicates services to supplemental inmate programming, and includes discharge coordination services, to assist in providing an inmate's continuity of care when they are released into the community. Currently, discharge services are coordinated with a variety of entities including various Human Service programs providers (Medi-Cal, Cal-Fresh, Veterans Services), Health Services, non-profit CBOs and programs with other criminal justice partners. California Forensic Medical Group has a long history of experience in coordinating services with multiple entities in Sonoma County under our medical services contract and will expand this coordination under the proposed inmate behavioral health contract. The County's Behavioral Health Division will continue to partner with the Sheriff's Office and play an integral role in Detention's re-entry services.

The proposed Agreement includes an initial five year term. Detention contracts typically provide a minimum of a five year term there due to the time and resources it takes to recruit, hire, conduct pre-employment background investigations on these employees, and to facilitate transition of services. In

addition, a contract of this magnitude requires an initial investment in resources by a vendor. To get the best pricing from vendors a longer term contract is advantageous. The Sheriff is requesting additional authorization to execute up to three additional one year extensions after the initial term. Prior to the end of the five year term, a committee including members from Risk Management, Health and Behavioral Health Services, the County Administrator's Office, and the Sheriff's Office will convene to evaluate the economic environment and make recommendations for the negotiation of the terms of the first option period. Similarly, prior to the end of the first option period, the same committee will convene in preparation for negotiating subsequent optional periods.

The FY 17-18 cost of the proposed Agreement is \$4,618,939 and is included in the Sheriff's FY 17-18 Recommended Budget. The proposed Agreement includes three components: Inmate Behavioral Healthcare Services, 1370 misdemeanor restoration to competency services, and 1370 felony restoration to competency services. A portion of inmate behavioral healthcare services (\$484,784) and the entire 1370 misdemeanor program (\$455,680) are funded by the County's Community Corrections Partnership. The 1370 felony restoration program is funded by the State of California Department of State Hospitals (1,527,343). The proposed Agreement allows for annual increases for the second year through the fifth year of the initial term, to be based on the Consumer Price Index rate increase. The rate increase for the three optional years, should both parties choose to exercise the option, will be based on the same criteria with the understanding that the parties will meet in good faith to determine whether the required compensation should increase by an additional amount based on an increase in the prevailing wages for clinicians in the local area. The Contractor will comply with the County's Living Wage Ordinance.

Behavioral Health Staff

The Behavioral Health staff currently providing services in the Sheriff's detention facilities will transition to filling vacancies in other Behavioral Health areas. These vacancies exist for a variety of reasons. Several vacancies exist as a result of normal attrition. The normal attrition rate of Behavioral Health staff ranges between 10-15% due to normal staff turnover. In addition, some positions have been held vacant through July 1, 2017 for FY 16-17 planned salary savings. These vacancies are assumed to be filled in the FY 17-18 budget and are available for the transitioning staff. Finally, as vacancies became available during the end of the RFP process, Behavioral Health strategically held off on filling certain positions, to prepare for the potential transition. The Behavioral Health Division's proposed FY 17-18 budget is balanced. One of the strategies to accomplish this, was that Behavioral Health developed a planned salary savings plan for FY 17-18. This plan identifies vacancies that Behavioral Health will not fill in FY 17-18. The vacancies identified as part of this plan are not positions that former Detention Behavioral Health staff will transition into. Funding for these positions exists and planned salary savings will be achieved by not filling other budgeted vacant allocations. To mitigate any potential impacts on the services being provide, Behavioral Health will use extra help and overtime until the staff transition into vacant positions. The County has met with the affected unions to discuss the transition.

The Sheriff is requesting the Board's authorize the Chair to execute the proposed agreement for Inmate Behavioral Healthcare Services. This service benefits the community by providing essential behavioral healthcare services to incarcerated adults. Failure to approve this contract will prevent the Sheriff's Office from implementing the new, best practice suicide prevention plan. Furthermore, if this contract is not approved, the Sheriff may be at risk of not being able to sustain the level of inmate services that are

mandated. In anticipation of the transition, Behavioral Health has already reduced staffing in order to reassign employees to new roles. In addition, if this contract is not approved, the Board will potentially have to enter into temporary emergency agreements with various portions of behavioral health services with multiple providers as County Behavioral Health, community behavioral health care vendors, and neighboring agencies). It is likely that these services would be provided at a premium, per diem cost. In addition, non-approval of the contract could open up a potential protest to the Request for Proposal process from the vendors that participated, thereby creating a risk of increasing overall costs to the County.

Prior Board Actions:

Since approximately 1983, the Board has approved Sheriff’s Inmate Behavioral Healthcare Service expenditures through the annual adoption of the Sheriff’s Office Budget.

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

The provision of inmate behavioral healthcare services ensures inmates are receiving essential behavioral healthcare services as required by law while they are in custody and overall results in more community members receiving behavioral healthcare services, all of which has been shown to reduce recidivism.

Fiscal Summary

Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses		4,618,939	4,780,602
Additional Appropriation Requested			
Total Expenditures		4,618,939	4,780,602
Funding Sources			
General Fund/WA GF		2,151,132	2,226,422
State/Federal		2,467,807	2,554,180
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources		4,618,939	4,780,602

Narrative Explanation of Fiscal Impacts:

The cost of the proposed Agreement is included in the Sheriff’s FY 17-18 Recommended Budget. The proposed Agreement includes three programs: Inmate Behavioral Healthcare Services, 1370 misdemeanor restoration to competency services, and 1370 felony restoration to competency services. A portion of inmate behavioral healthcare services (\$484,784) and the entire 1370 misdemeanor restoration (\$455,680) are funded by the County’s Community Corrections Partnership. The 1370 felony restoration funded by the State of California Department of State Hospitals (1,527,343).

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 Inmate Behavioral Healthcare Services California Forensic Medical Group, Inc. Behavioral Healthcare Client List			
Related Items “On File” with the Clerk of the Board:			

AGREEMENT FOR INMATE BEHAVIORAL HEALTHCARE 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 California Forensic Medical Group, Inc. (hereinafter "Contractor").

RECITALS

WHEREAS, Contractor represents that it is a duly qualified, licensed, experienced in the preparation of the provision of inmate behavioral health services; and

WHEREAS, in the judgment of the Board of Supervisors, it is necessary and desirable to employ the services of Contractor for inmate behavioral health services.

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

AGREEMENT

1. Scope of Services.

1.1 Contractor's Specified Services.

Contractor shall perform the services described in Exhibit A, attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), and within the times or by the dates provided for in Exhibit "A" and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibit A, the provisions in the body of this Agreement shall control.

1.1.1 1370 Felony Restoration to Competency Program.

All services provided for the 1370 Felony Restoration to Competency Program shall be provided in accordance with the County's Agreement with the State of California Department of State Hospitals. Such Agreement is attached hereto and incorporated herein by this reference as Exhibit B, (herein after "1370 Felony Program"). If for any reason the 1370 Felony Program Agreement is terminated or discontinued, County shall have the right to terminate Contractor's 1370 Felony Program services accordingly. County agrees to provide Contractor as much advance notice as possible related to potential discontinuation of the 1370 Felony Program.

1.2 Cooperation With County.

Contractor shall cooperate with County and County staff in the performance of all work hereunder.

1.3 Performance Standard.

Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in

Contractor's profession. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Contractor's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with County to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.4 Assigned Personnel.

- a. Contractor shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform work hereunder, Contractor shall remove such person or persons immediately upon receiving written notice from County.
- b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.
- c. In the event that any of Contractor's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Contractor's control, Contractor shall be responsible for timely provision of adequately qualified replacements.
- d. Contractor's personnel performing professional medical services shall be duly licensed in the State of California, except for medical residents and interns following a course of study, who shall be authorized for training by the Contractor. Such personnel shall practice medicine in accordance with accepted standards of practice of medical providers of good standing in the community. Contractor shall also comply with the following personnel requirements:
 - (i) Contractor shall furnish copies of licenses and/or records of certification for all medical personnel to the Program Manager, who must at all times have them available for examination.
- e. All Contractor employees are required to wear County issued identification badges, which will be issued by the County. The Sheriff reserves the right to deny and/or

rescind facility access privileges to any Contractor employee who does not meet established security clearance criteria or who does not comply with established facility policy, rules, and/or regulations.

- (i) The Contractor's employees must attend orientation and training classes conducted by the County which have been deemed necessary for increasing awareness of safety, security, and operational issues in the facilities, paid at contractor's expense.

- f. Contractor shall be responsible for time and attendance accountability of its personnel and provide appropriate records to the County upon reasonable demand.

1.5 Policy Compliance.

County will require the successful contractor to comply with all policies of the Sheriff's Office facilities that may relate to the provision of inmate behavioral health services.

1.6 Background Investigation.

Upon signing this Agreement, Contractor shall provide a list of all persons who are expected to or will provide services to County under this Agreement. All such persons must submit to a background investigation and be approved by the Sheriff's Office before performing any such services. Such persons shall also submit a consent and waiver form permitting County to obtain personal employment/ professional qualification information from third parties, and releasing such third parties from any and all liability for disclosing such information to County. All personal information provided will be maintained by the County in strictest confidence to the extent allowed by law. No person shall perform any services contemplated herein unless and until approval has been obtained in writing from the Sheriff's Office. The Sheriff shall have the sole discretion to determine security acceptability of all Contractor personnel at any time during the contract period, and personnel found to be an unacceptable safety or security risk shall not be given access to facilities.

1.7 Unusual Occurrences.

Contractor shall continue to provide medical services to inmates and staff in accordance with this Agreement in the event of unusual or catastrophic occurrences, such as concerted labor actions including strikes, riots, fires, extended power failures or equipment breakdowns, natural disasters and the like which result in the disruption of normal medical service operations; provided however, that Contractor will not be deemed in breach of this Agreement if performance hereunder is made impossible by such occurrences. In the event and to the extent that the Contractor suffers major financial losses due to such emergency circumstances, the County may, in its discretion negotiate equitable compensation.

2. Compliance with Standards of the California Medical Association.

Contractor will provide health care services which meet California Medical Association Institute for Medical Quality accreditation standards for health services in local detention facilities, and will also comply with all applicable laws, codes, and regulations relating to medical and dental services in local detention facilities in the State of California. County will continue to provide mental health services that meet California Medical Association Institute for Medical Quality accreditation standards and California codes and regulations. Contractor shall maintain accreditation from the California Medical Association - Institute for Medical Quality

Contractor shall work with the County Health Officer who, under Section 1208 of the Penal Code, shall investigate health and sanitary conditions in every county jail.

Contractor shall work with the Sonoma County Public Health Department concerning communicable disease screening, continuing medical surveillance, case management, reporting, and inmate referral in the community.

3. Research.

No research projects involving inmates, other than projects limited to the use of information from records compiled in the ordinary delivery of patient care activities, shall be conducted without the prior written consent of the Sheriff or his designee. The conditions under which research shall be conducted shall be agreed to by the Contractor and the Sheriff or his designee and shall be governed by written guidelines. In every case, the written informed consent of each inmate who is a subject of a research project shall be obtained prior to the inmate's participation as a subject.

4. Public Information.

Neither the Contractor nor the County shall publish any findings based on data obtained from the operation of any contract that may be negotiated without the prior written consent of the other party whose written consent shall not be unreasonably withheld.

5. Security of Inmate Files.

Inmate files and automated records are of a confidential nature. The Contractor's employees shall be allowed access to these records and files only as needed for duties related to the contract and in accordance with the rules established by the Sheriff's Office. The Contractor shall honor all Federal and State laws and regulations, and related policies and procedures for safeguarding the confidentiality of such data.

6. Audits and Evaluations.

The County retains the right to audit all of the Contractor's records relative to the performance of contract services and to make unannounced site inspections at any time to evaluate contract performance and compliance with CMA standards, CCR Title 15 guidelines, and other policy/procedure requirements. The Contractor must provide written response to any findings or inquiries resulting from the County's audit processes, and must promptly develop and implement corrective actions as indicated. The Contractor must cooperate fully with any and all audit and inspection activities initiated by the County.

7. Responsibility.

The Contractor shall at all times observe and comply with all federal, state, local and municipal laws, ordinances, rules and regulations in any manner affecting the contract including but not limited to the following:

7.1. Female Inmates Rights Plan.

Contractor is required to meet the requirements of the Reproductive Privacy Act (Health and Safety Code 123460 et seq.) (Jan. 1, 2003).

7.2. Inmates with Disabilities, Mental Health Issues, and Gender Matters.

Contractor shall comply with and abide by the federal and state laws as they relate to inmates, including but not limited to the Americans with Disabilities Act (ADA), inmates determined to have a mental issue, and matters involving transgender inmates

7.3. Prison Rape Elimination.

Contractor shall adopt and comply with the Prison Rape Elimination Act (“PREA”) standards, and make information available to SCSO, as required under 28 CFR § 115.12, to demonstrate its PREA compliance. 28 CFR §115.401 requires Contractor to engage in and receive a PREA audit at least once during a three-year audit cycle. Contractor will make available to SCSO Contract Monitor, the auditor’s final report after completion of an audit. Until the first audit report becomes available, Contractor shall demonstrate PREA compliance to SCSO by furnishing a copy of its PREA policy to SCSO Contract Monitor Contractor. If no PREA audit has been conducted by the time the contract begins, plans to conduct a PREA audit must be demonstrated to SCSO within the statutorily set time frame.

8. Payment.

8.1 Monthly Payments. For all services and incidental costs required hereunder, County shall pay Contractor the sum of \$4,618,944 (four million six hundred eighteen thousand nine hundred and forty four dollars) for the first contract year, payable in equal monthly installments of \$384,912 (three hundred ninety thousand seventy eight dollars), in accordance with Exhibit C, attached hereto and incorporated herein by this reference, regardless of the number of hours or length of time necessary for Contractor to complete the services. Contractor shall not be entitled to any additional payment for any expenses incurred in completion of the services. Exhibit C includes a breakdown of costs used to derive the lump sum amount, including but not limited to hourly rates, estimated travel expenses and other applicable rates.

Upon completion of the work, Contractor shall submit its bill[s] for payment in a form approved by County's Auditor and the Head of the County Department receiving the services. The bill[s] shall identify the services completed and the amount charged. Unless otherwise noted in this Agreement, payments shall be made within the normal course of

County business after presentation of an invoice in a form approved by the County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the County.

8.2 Annual Increase. The County shall increase monthly payments for the second through fifth year of the contract, effective July 1, by the inflationary rate equal to the Consumer Price Index – All Urban Consumers, Medical Care Component, for the West Urban Region, calculated from April to April of the previous year.

8.3 Additional Services. The County may, at its option, request Contractor to provide additional staffing, programs, and/or services. County shall reimburse Contractor for costs related to such additional services. Such requests shall be agreed to by both parties in writing.

8.4 Revenue and Taxation Code Section 18662

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

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

9. Term of Agreement.

The term of this Agreement shall be from May 1, 2017 to June 30, 2022, unless terminated earlier in accordance with the provisions of Article 4 below. Development of the 1370 Felony Program shall begin upon execution of this Agreement, and Contractor may implement such Program prior to July 1, 2017. All other services shall commence on July 1, 2017. Upon mutual written agreement, the parties may extend the contract by one year at a time for up to three extensions.

10. Termination.

10.1 Termination Without Cause.

Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right in its sole discretion to terminate this Agreement by giving 5 days written notice to Contractor.

10.2 Termination for Cause.

Notwithstanding any other provision of this Agreement, should Contractor fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, County shall notify contract and allow 30 days to cure. Following that 30 days, County may immediately terminate this Agreement by giving Contractor written notice of such termination, stating the reason for termination.

10.3 Delivery of Work Product and Final Payment Upon Termination.

In the event of termination, Contractor, within 14 days following the date of termination, shall deliver to County all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, Contractors, and other agents in connection with this Agreement 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.

10.4 Payment Upon Termination.

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

10.5 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.

11. Indemnification.

Contractor agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities,

disabilities, or expenses, that may be asserted by any person or entity, including Contractor, that arise out of, pertain to, or relate to Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor's obligations under this Section apply whether or not there is concurrent 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 Contractor's expense, subject to Contractor's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

12. Insurance.

With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, Contractors, and other agents to maintain, insurance as described in Exhibit C, which is attached hereto and incorporated herein by this reference. In the event Contractor maintains this level of coverage under the County's Inmate Medical Services Agreement, such coverage may be applied to this Agreement.

13. Prosecution of Work.

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

14. Extra or Changed Work.

Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not increase the amount paid under the Agreement, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors/Purchasing Agent must authorize all other extra or changed work. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Contractor to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Contractor shall be entitled to no compensation whatsoever for the performance of such work. Contractor further expressly waives any and all right or remedy by way of

restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

15. Representations of Contractor.

15.1 Standard of Care.

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

15.2 Status of Contractor.

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

15.3 No Suspension or Debarment.

Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Contractor becomes debarred, Contractor has the obligation to inform the County.

15.4 Taxes.

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

15.5 Records Maintenance.

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

15.6 Conflict of Interest.

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

15.7 Statutory Compliance/Living Wage Ordinance.

Contractor agrees to comply, and to ensure compliance by its sub-Contractors 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, Contractor 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.

15.8 Nondiscrimination.

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

15.9 AIDS Discrimination.

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

15.10 Assignment of Rights.

Contractor assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Contractor in connection with this Agreement. Contractor agrees to take such actions as are necessary to protect the rights assigned to County in this Agreement, and to refrain from taking any action which would impair those rights. Contractor's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of County. Contractor shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

15.11 Ownership and Disclosure of Work Product.

All reports, accounting records, inmate medical files, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, hardcopy or electronic, assembled or prepared by Contractor or Contractor's subcontractors, Contractors, and other agents in connection with this Agreement shall be the property of the Sheriff. The Sheriff shall be entitled to immediate possession of such documents, whether in draft or final form, upon request. Upon expiration or termination of this Agreement, Contractor shall promptly deliver to the Sheriff all such documents, which have not already been provided to the Sheriff in such form or format, as the Sheriff deems appropriate. Such documents shall be and will remain the property of the Sheriff without restriction or limitation. Contractor may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of the Sheriff.

15.12 Authority.

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

16. Demand for Assurance.

Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with

respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County's right to terminate this Agreement pursuant to Article 4.

17. 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.

18. 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:

Sonoma County Sheriff's Office
Detention Administration
2777 Ventura Ave.
Santa Rosa, CA 95403
707-565-1442

TO: CONTRACTOR:

California Forensic Medical Group, Inc.
2511 Garden Road, Suite A160
Monterey, CA 93940
(831) 641-3292

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.

19. Miscellaneous Provisions.

19.1 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.

19.2 Construction.

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

19.3 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.

19.4 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.

19.5 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.

19.6 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.

19.7 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.

19.8. 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.

19.9 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.

California Forensic Medical Group, Inc.

County of Sonoma

By: _____

Raymond Herr, M.D.

President

Date: _____

By: _____

Chair
Board of Supervisors

Date: _____

ATTEST:

Clerk of the Board of
Supervisors

APPROVED AS TO
SUBSTANCE FOR COUNTY:

By: _____

Steve Freitas, Sheriff- Coroner

Date: _____

APPROVED AS TO FORM FOR COUNTY:

By: _____

Deputy County Counsel

Date: _____

CERTIFICATE OF INSURANCE ON
FILE:

BY: _____



Section II: Project Approach (Attachment B. page 3)

1. Responders should provide a complete description of how each of the services described in Section 2 of this RFP, "Statement of Requirements" will be provided. Please include full descriptions, details, and methodology when requested. Response should reflect your organization's experience and expertise in each of these areas.
2. List, by sub-section number, the requirements the organization is unable and/or unwilling to meet.

Please refer to 2.0, "**Statement of Requirements**" directly after 1.2, "Desired Goals/Objectives/Outcomes," below.

1.2. Desired Goals/Objectives/Outcomes (RFP pages 4 & 5)

- 1.2.1. To identify a service provider with an administrative management structure that supports the provision of effective, efficient, cost effective, and quality behavioral health services to the inmate population housed in Sonoma County adult detention facilities.

Confirmed. CFMG has been providing professional and quality comprehensive inmate healthcare services since October of 1983. During that time, we have built an organization focused 100% on providing comprehensive medical, mental and ancillary healthcare services exclusively to county detention facilities, including Sonoma County. Our healthcare delivery systems are efficient, responsive and operated by highly seasoned Program Managers and Regional Directors well-versed in correctional health and behavioral healthcare. No other private provider of correctional healthcare in California has personnel with our level of experience overseeing operations and behavioral health. Our partnerships are built based on stability, commitment and mutually shared goals of quality care.

CFMG has worked side-by-side with Sonoma County since 2000. Through the years, we have come to understand Sonoma County's healthcare program intimately and are happy to have this opportunity to provide behavioral health services. We will continue to serve Sonoma County with open, honest communication, responsiveness, and a firm commitment to **Always Do the Right Thing!** CFMG strongly believes that having all program components (medical, dental and behavioral health) will result in increased operational and cost efficiency, better organization and an enhanced level of service. Because we also provide comprehensive medical services to Sonoma County, our behavioral health services staff will coordinate care with our medical staff under the general administrative oversight of our Program Manager, Deb Kolman. Deb and her team know the detention facilities' administration and staff, which will facilitate a smooth transition and more streamlined, efficient services. We plan to establish a fully-integrated medical-



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behavioral health program focused on providing quality care for your inmates. Our goal is to effectively and efficiently implement all program components, to build a stable team with little-to-no turnover, and to establish programs that are sustainable and produce results.

Implementing the level of programming required by the RFP takes a special partnership with the Sheriff's Office, the Community, and the County. This requires significant commitment and time, with extensive meetings and discussions with all key stakeholders to gain support, trust and cooperation. CFMG's longstanding partnership with Sonoma County is based on trust, mutual respect and stability, which we hope to extend to behavioral health.

CFMG values our partnership with Sonoma too much to provide anything but the best, and we will not let you down.

1.2.2. To identify a service provider that demonstrates a comprehensive understanding of the issues surrounding inmate behavioral health and the impacts to detention operations, both locally and statewide, and how the impacts transfer to the community.

Confirmed. What sets CFMG apart from our competitors is our strong **focus and attention** to Correctional Behavioral Health Services. We not only aim to produce the best clinical outcomes, we strive to establish a foundation of care with all parties involved. When we arrive at a facility, we engage with all stakeholders including, but not limited to: community behavioral health, community-based agencies, the courts, probation departments, and other entities involved in the care of your inmate population. Our collective sensitivity to the welfare of our inmates, employees, clients, and community stakeholders is the reason for our overall success in contracting and maintaining long-term partnerships. While our behavioral health programs have been commended by our customers, meeting and exceeding virtually all evaluation standards, it's important that potential customers know what motivates us and why we excel above our competitors. In the end, four reasons stand out:

1. Delivery of Program Services by Experts with the Most Experience

For over 33 years, CFMG's behavioral health leadership team has demonstrated continuous success in providing behavioral health services to inmates inside and outside of the facility. CFMG's behavioral health leadership team possesses unparalleled expertise in developing and implementing correctional behavioral healthcare programs and systems designed specifically to meet the needs of County jail populations. Our team intimately understands jail systems: the attention and focus that it takes to ensure that programs run smoothly; the organized and streamlined processes that lead to consistency; the care in staff training that leads to quality; and the collective collaboration of stakeholders that lead to program success and sustainability. CFMG's behavioral health programs excel because of our



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leadership team's ability to attend to issues and detail, provide a direct, hands-on approach to management, and apply valuable lessons learned over the years.

Our behavioral health leadership team is comprised of professionals who have in-depth correctional experience and are forensically trained with expertise in development, implementation, and monitoring of behavioral health programs in jail settings.

Taylor Fithian, M.D. | Chief of Behavioral Health Services: Taylor Fithian, M.D., one of our founders, is Board certified in Psychiatry and Board eligible in Emergency Medicine. He has over 33 years of correctional and forensic experience in jails, providing psychiatric management and direct care to over 13,000 inmates. Presently, Dr. Fithian continues to oversee CFMG's Behavioral Health and Psychiatric Divisions, driving direction and quality of our programs. Dr. Fithian still sees patients on a regular basis and is actively involved in our County partners' programs.

John Eby | Regional Director, Mental Health Services: John brings over 25 years of behavioral health experience, specializing in all aspects of emergency behavioral health care, as well as twelve years in the field as a Correctional Mental Health Professional. In John's capacity, he will provide management, oversight and direct clinical consultation to the Sonoma County behavioral health program and to all clinicians. John is a dedicated, hands-on manager whose function ultimately is to work closely with Facility Administration, the Program Manager, and on-site behavioral health staff to assist with ensuring success for our behavioral health programs. John will start-up, manage and monitor Sonoma County's behavioral health and behavioral health programs including: Monitoring progress and provision of quality assurance checks for behavioral health operations, group programming, training for all health, behavioral health and security staff, and collaboration with community partners and other stakeholders.

J. Holden, Ph.D. | CFMG Behavioral Health Clinical Consultant Team Member: Dr. Holden is a California licensed psychologist. He is a published researcher, Diplomate of the American College of Forensic Examiners, Diplomate of the American Psychotherapy Association, and Board Certified Behavior Analyst. Dr. Holden has 46 years of experience as a Mental Health Professional, 21 years of performing forensic evaluations, and 7 years of developing and administering community- and jail-based competency training programs for both Intellectually/Developmentally Disabled (IDD) and Seriously Mentally Ill (SMI) criminal defendants. Dr. Holden studied competency training and was trained and supervised by Chris White, the developer of the first competency training curriculum for IDD defendants at California's Porterville Developmental Center. Dr. Holden is the developer of "The Mendocino Method" of jail-based competency training which has been implemented in community settings since 2009 and at the Mendocino County jail since early 2014. In its first two years the jail-based program for SMI misdemeanor defendants achieved an 83% competency restoration rate for participants, with an average restoration time of 42 days from referral to report. With the first 25 participants, the program



saved taxpayers over \$2 million and saved SMI defendants over 5000 days of locked confinement due to lack of trial competency. Dr. Holden has made invited presentations of "The Mendocino Method" to the National Association of Dually Diagnosed, and to the Criminal Justice Committee and the Small Counties Strategic Planning Committee of the California Behavioral Health Directors Association. He is scheduled to make an invited presentation at the annual conference of the Forensic Mental Health Association of California in March of 2017.

Elizabeth Falcon, Psy.D. | CFMG Behavioral Health Clinical Consultant Team

Member: Elizabeth Falcon, Psy.D., is a Forensic and Correctional Psychologist specializing in correctional mental health and behavioral healthcare in jails. She has over 16 years of correctional mental health and behavioral healthcare experience in both the clinical and administrative sectors, and has developed, implemented and managed jail mental health programs in over 24 states totaling over 200 facilities. Dr. Falcon specializes in an array of correctional mental health areas including: Suicidology, Suicide Prevention Policy and Program Development, Evidence-Based Programming for Severely Mentally-Ill inmates, Segregated Inmates, Restoration of Competency Programs, Sexually Violent Predators, Substance Abuse, Inpatient/Outpatient, and Community Reintegration Programs. Dr. Falcon has led behavioral health program strategy, direction and development for many jail facilities nationwide. She has also developed policies and procedures for mental health programs based on standards from the National Commission on Correctional Healthcare (NCCCHC), American Correctional Association (ACA), Title 15 and Institute for Medical Quality (IMQ).

2. Attention to Detail, Responsiveness, and Hands-on Approach to Program Management

CFMG applies a proactive approach to behavioral health management, paying close attention to program details and specific issues as they arise. Beginning with start-up, CFMG's corporate and field behavioral health leaders provide intensive training to behavioral health staff to ensure program quality and maintenance. Throughout the contract, our behavioral health professionals provide on-site guidance on any behavioral health issues. When complex behavioral health situations arise, our behavioral health leaders are trained to identify early signs of behavioral health problems, understand the nuances associated with specific behaviors and anticipate solutions quickly to control or prevent situations before they escalate. Sonoma County will consistently have access to skilled behavioral health managers who are actively engaged in monitoring the performance of the program, and who are committed to handling any requests or concerns rapidly. From the field to the highest corporate level, our leaders are readily accessible. Any Sonoma County or community stakeholder will be able to easily reach CFMG's Director of Behavioral Health Services, Chief Psychiatric Officer, Chief Medical Officer, Chief Operating Officer, or Chief Executive Officer. CFMG strongly believes accessibility and responsiveness is vital in the success of our long-term partnerships and contracts.



3. Applying a True Multi-Disciplinary Approach to Behavioral Health

CFMG's Behavioral Health leadership believes that the highest level of behavioral healthcare can only be achieved through a multi-disciplinary team approach. Our Behavioral Health leadership promotes collaboration between community agencies and in-custody departments to ensure the interest of all parties are taken into consideration and addressed. Any service gaps, systemic problems and breakdowns are actively identified, coordinated and communicated between entities. Collectively, our team discusses concerns using an open door policy.

CFMG believes mutual respect, shared training, ongoing communication and cooperation lay the foundation for a solid treatment team. By promoting cross-disciplinary training, we enhance our understanding of facility dynamics, expand our perspective, build skills, and ultimately maximize resources that can be available to our clients (the inmates). CFMG believes that it is only through learning others' perspectives that we can facilitate interagency coordination, resulting in an organized, efficient and comprehensive range of behavioral health services, thus reducing the likelihood that clients will be neglected or fall through the cracks.

4. Outcome-driven, Evidence-based Best Practices

CFMG's behavioral health programs and staff training curricula are specifically designed to meet the needs of jail-based populations. Like other companies, CFMG follows jail accrediting standards in behavioral healthcare such as: Title 15, IMQ, the National Commission of Correctional Healthcare, the American Correctional Association, and the Joint Commission on the Accreditation of Healthcare Organizations. More importantly, our behavioral health policies, procedures, and processes are driven by proven outcomes, best-practice interventions and treatment strategies that are designed for and work in a jail setting, not a prison or community setting. Our foundational programs are structured with organized systems and streamlined processes from intake to referrals, crisis management to suicide prevention, and outpatient therapies and discharge planning. Our treatment curricula are evidence-based, well-researched and clinically effective, as demonstrated by the following outcomes:

- increased treatment compliance
- increased community employment
- decreased in-custody misconduct and infractions
- decreased drug use
- decreased re-arrests
- decreased overall recidivism rates for jail inmates

As an example of this, in October 2015, we began delivering MRT services to the Juvenile and Adult inmate populations at the Collin County Detention Facilities in Texas. As part of our evidence-based treatment process, outcome studies are conducted by an Independent Data Analyst. In October of 2016, we conducted our



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first outcome study at the Collin County Juvenile Detention Facility (Please refer to to view this Outcome Study). Results from this study demonstrated the following outcomes:

- Reduction in use of drugs
- Reduction in negative behaviors, specifically sexual and criminal behaviors
- Increase in treatment compliance and/or program retention

An outcome study is due to be performed shortly at the Collin County Adult Detention Facility. During August 2016, CFMG also implemented MRT services at the Ventura County Jail and Pre-trial Detention Facilities. We are due to conduct our first outcome study on August 2017.

1.2.3. To identify a service provider willing to work with the County as a partner to develop long term programs to manage and treat this delicate inmate population and to contribute to the County's efforts to improve an inmate's successful re-entry into the community.

Confirmed. What has ultimately led to CFMG's success, and our primary distinction from other companies, is our commitment to reducing jail recidivism, and taking the time to the understand and earn the trust of our inmates, customers and community stakeholders. Our collective sensitivity to the welfare of our inmates, employees, clients, and community stakeholders is the reason for our overall success in contracting and maintaining long-term partnerships.

What differentiates CFMG from our competitors is that our processes and treatment approaches facilitate continuity of care and collaboration with Community Agencies. We use an evidence-based program (Moral Reconciliation Therapy - MRT) that is proven to work inside and outside of the jail, which not only facilitates continuity of care, but also enhances effectiveness and cost-efficiency of behavioral health services to the Sonoma County Sheriff's Office. Upon arrival, CFMG immediately engages with community agencies, invites them to participate in our MRT program, and trains them at our cost. CFMG believes in open communication and transparency with our community partners. CFMG even invites our community partners once per quarter to attend our QA meetings and will schedule as many meetings as we need to collaborate and address challenging issues.

Our first priority in any new site is to engage with all stakeholders: community behavioral health, community-based agencies, the courts, probation departments, and other entities involved in the care of the inmate population. We identify any service gaps, systemic problems and breakdowns, and coordinate and communicate solutions to all interested entities. We will develop a solid foundation, supported by specialized programming, collaboration with community agencies and continuity of care; and collaboration with the courts and probation.



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From our processes to our treatment practices, we focus on enhancing inmates' performance inside the facility with the end goal of recovery, stability and a successful "hand-off" into the community. CFMG is happy to partner with the County in developing long-term programs for the benefit of Sonoma County's inmate population. We are deeply committed to working with community partners to implement a "best practice" re-entry model for Sonoma County inmates, as we believe this is vital to our program's success.

1.2.4. To identify a service provider willing to become a collaborative partner to assist and support the SCSO's behavioral health, critical response, and suicide prevention training programs.

Confirmed. CFMG is passionate about Correctional Behavioral Health Training and Education. We have been collaborative partner with SCSO since 2000 as your medical provider and will continue as your partner to support your behavioral health, critical response and suicide prevention training programs.

Comprehensive training of all team members is integral to the success of CFMG's programs. We are committed to providing enhanced learning opportunities for our team members and to all our security counterparts.

CFMG will ensure that we provide all support needed to the SCSO to achieve your training goals.

CFMG can provide training for the following topics: Suicide Intervention/ Prevention, Interpersonal Relations, Communication Skills, Cultural Awareness, Therapeutic Seclusion, Therapeutic Restraints, Involuntary Medications, Behavior Management and Modification. CFMG is also happy to provide training for other topics that are requested. All medical, behavioral health and security staff will be trained on an annual basis in certain key aspects of suicide prevention and management of high risk inmates which will include:

- The identification of the warning signs and symptoms of impending suicidal behavior
- Understanding the demographic and cultural parameters of suicidal behavior, including incidence and variations in precipitating factors
- Responding to suicidal and depressed offenders
- Communication between correctional and health care personnel
- Referral procedures
- Housing observation and suicide watch level procedures
- Follow-up monitoring of offenders who attempt suicide
- Recognizing signs and actions required in potential emergency situations
- Administration of basic first-aid



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- Certification in Cardiopulmonary Resuscitation (CPR) in accordance with Industry Standards
- Methods of obtaining assistance
- Signs and symptoms of mental illness, violent behavior and acute substance intoxication and withdrawal
- Procedures for patient transfers to appropriate medical facilities or health care providers
- Latest techniques on suicide intervention

2. Statement of Requirements

A successful vendor shall be capable of providing the following minimum requirements. All services provided shall comply with applicable standards, as referenced in the Introduction of the RFP.

1. Comprehensive behavioral/mental health care services - Comprehensive behavioral/mental health care services for inmates housed at the MADF and NCDF facilities, including preventative services.

Confirmed. In provision of CFMG's proposed comprehensive behavioral health services for inmates housed in MADF and NCDF, we will follow all Title 15, IMQ, and Sonoma County established policies and procedures. CFMG has carefully reviewed the scope of services outlined in the RFP and we fully understand the County's expectations for behavioral health and Restoration of Competency services for the inmates in the Sonoma County Jail. CFMG will ensure all inmates have access to behavioral healthcare by providing the following foundational treatment or base program services:

- behavioral health intake assessments
- thorough behavioral health evaluations
- referral processes
- emergency and non-emergency behavioral health services
- medication prescribing, management and monitoring
- treatment plans
- discharge plans
- 1:1 supportive contact or individual therapy
- group therapy
- crisis management
- suicide intervention



- follow-up contacts or services
- regular assessments and contact with segregation inmates
- behavioral health training

CFMG's proposed staffing plan and a thorough description of these services is provided further in this proposal.

CFMG's Behavioral Health Leadership team understands the importance of a sound, well-operated behavioral health program. However, we also understand that unless we address the root cause of why certain inmates repeatedly return to jail, and break the patterns of rearrest, the impact of a well-run program can only go so far. The program may only serve as a "band-aid" for a deeper more enduring problem. To address the critical issues of re-arrest and recidivism, CFMG has adopted Moral Reconciliation Therapy, an evidence-based Cognitive Behavioral group therapy intervention specifically designed to target inmate criminal thinking and decision-making.

The use of Moral Reconciliation Therapy (MRT) for intensive treatment in jail settings is one of the most effective interventions for the inmate population. MRT has been shown to reduce recidivism in more than 130 outcome studies, and for some by even 30% to 50% for up to 20 years after release. The 25 years of accumulated data on MRT consistently show significant benefits from the use of the method in reducing the number of rearrests, infractions, misconduct, drug usage, violations, increasing compliance to treatment, employment rates, and promoting stable living conditions. In conjunction with the provision of our base foundational behavioral health services and the ROC program, CFMG is dedicated to enhancing therapeutic programming to the Sonoma County's behavioral health inmates by utilizing MRT as a primary form of therapeutic intervention. Please see section 1.8 Programming for a full description of CFMG's MRT services.

1.1. Intake Assessments - Intake BHS assessments shall be performed for designated inmates by a licensed Psychiatrist, Non-Physician Practitioner, or Mental Health Clinician at the time of booking. Contractor shall describe its intake pre-screening procedure for mental health issues, referrals, and appropriate mental health medication (including prescription, dosage, and frequency).

Assessments

For all new inmates, behavioral health screenings will be conducted face to face by qualified and trained Behavioral Health Clinician utilizing standardized tools that include, risk assessments and suicide screenings. As part of the intake health screening all new inmates will be observed and queried for signs or presence and history of mental illness, including inquiries into:

- history of:



- psychiatric hospitalization and outpatient treatment
- suicidal behavior
- violent behavior
- victimization
- special education placement
- cerebral trauma or seizures
- sex offenses or sexual abuse
- the current status of:
 - psychotropic medications
 - suicidal ideation
 - drug or alcohol use
 - orientation to person, place, and time
 - emotional response or adjustment to incarceration
 - screening for intellectual functioning (i.e., mental retardation, developmental disability, learning disability)

Referral

Once an inmate is flagged or identified as having behavioral health issues, immediate treatment recommendations are initiated. The inmate is triaged to appropriate housing, and referred to behavioral health for further evaluation and Psychiatric workup. CFMG prioritizes all referrals according to urgency utilizing the following criteria and timeframes:

Emergent/Urgent: Inmates exhibiting suicidal behavior, acute psychosis, emotional distress, or any behaviors indicative of acute mental illness are considered urgent and are seen ASAP or within 4 hours of referral. This includes inmates well known to the facility as chronically mentally- ill.

Priority: Inmates exhibiting unusual behavior but relatively stable, reporting a behavioral health history, or have requested to address specific concerns are considered a priority and are seen within 24-48 hours of referral.

Routine: All other non-emergency referrals (including inmates with developmental disabilities who are otherwise stable) are considered routine and are seen within 48-72 hours.

Psychiatric Referrals. Any inmate identified during the initial screening process with verified medications specifically requesting to see a Psychiatrist, or is referred by a Mental Health Professional or Nursing staff, will be seen by a Psychiatrist or Psychiatric Nurse Practitioner (NP) or Physician Assistant (PA) based on the triaged level of need as described above. If the Psychiatrist or NP/PA is not on-site and an emergent case



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arises, medications will be initiated via on-call procedures. The inmate will then be seen on the Psychiatrist's/Psychiatric NP/PA's next on-site clinic. Priority and routine referrals will be scheduled within 48-72 hours or the Psychiatrist's/Psychiatric NP/PA's next on-site clinic. The Psychiatrist or Psychiatric NP/PA will counsel inmates requiring psychotropic medications on potential risks and side effects. As well, "Consent for Medication" forms will be presented to the inmate for review and signature.

CFMG Medication Bridging or Continuity of Care Policy. Any new inmate prescription that is active and verifiable will automatically be continued per CFMG's Continuity of Care Policy. The medications will be continued until the inmate is seen by the Psychiatrist or NP/PA and a determination is made that an alternate form of treatment is warranted. All 1370/ IST inmates returning from the State Hospital are treated as urgent and medications are automatically continued per CFMG bridging protocol.

During the intake health screening process, inmates receive education and instructions on how to access behavioral health services through self-referral, the behavioral health sick call process or by contacting staff for any urgent issues. Security or healthcare staff may recommend behavioral health services for inmates at any time. CFMG's intake policies and procedures specifically address both the on-site and off-site treatment available for all inmates, as well as, procedures for coordinating and collaborating with Sonoma County Jail staff.

1.2. Health Appraisal – Describe process for completing health appraisals and indicate the qualifications of staff performing such appraisal.

CFMG will conduct behavioral health assessments or evaluations by qualified behavioral health staff, to include, LMFT, LCSW, Psychiatric Nurse Practitioner (NP) or Physician Assistant (PA), or a Psychiatrist. All behavioral health findings will be documented in the inmate's medical record in accordance with Title 15 and IMQ standards.

Evaluations

Behavioral Health Evaluations. CFMG's behavioral health evaluations are conducted by qualified, licensed Mental Health Professionals (LMFT, LCSW, LPC) in a structured interview format that includes completion of a mental status exam, brief psychological history, initiating procurement of treatment records, determination of diagnosis, mental stability, risk factors (including suicide and homicidal thoughts), development of treatment and discharge plan, and referral to the Psychiatrist or Psychiatric NP or PA. This process includes initiating contact with outside community providers and engaging in discussions on treatment options once the inmate is released. All mental health professionals receive orientation and training on CFMG Evaluation forms and documentation standards.

Psychiatric Evaluations. CFMG's psychiatric evaluations are conducted by qualified, licensed Psychiatrists or Psychiatric NP's or PA's in a structured interview format that



includes a comprehensive psychiatric history, social history, medical history, and mental status examination. Psychiatric evaluations are completed prior to initially prescribing psychotropic medications. Required laboratory tests are ordered as appropriate.

Psychiatric Follow-ups. A psychiatric follow-up is conducted at least once every two weeks upon initiation of any new psychotropic medication and for a period of four to six weeks thereafter, or as determined by CFMG. For inmates receiving anti-psychotic medications, an Abnormal Involuntary Movement Scale (AIMS) test is administered every six months. All Psychiatrists and Psychiatric NP/PA's receive orientation and training on CFMG evaluation forms and documentation standards. CFMG ensures that inmates are re-evaluated in 15-30 days by the Psychiatrist/NP/PA or sooner if the inmate becomes unstable. If stable, the inmate is evaluated every 90 days thereafter unless clinically determined that a follow-up is needed sooner. The Psychiatrist/NP/PA will refer the inmate to a mental health professional if individual or group therapy treatment is indicated.

Treatment Plans

CFMG's behavioral health staff will conduct a comprehensive behavioral health evaluation and formulate a treatment plan, for all inmates referred for behavioral health services. The treatment plan will follow CFMG format and will be completed within established timeframes. The treatment plan will include a specific course of therapy, roles of medical, behavioral health, and non-medical personnel in carrying out the therapy. Based on an assessment of the person's needs, it will be individualized with short and long-term goals and the methods by which the goals will be pursued. The treatment plan will be under the direction of the Psychiatrist, and the problem list, progress of the inmate, and effectiveness of the plan will be reevaluated periodically. As part of the treatment plan, behavioral health staff will monitor the inmate with follow-up visits to occur at least monthly or more often if the condition warrants. Any modification to a treatment plan will consider various aspects of:

- The inmate's current behavioral health status
- The inmate's psychotropic medication treatment plan; the inmate's medical treatment plan
- Information as provided by others including outside behavioral health providers, legal entities, and family members

1.3. Medication Management – Describe policy and practices to comply with minimum standards and best practices, along with a review of the formulary for identification of possible improvements to offset medication costs. This also includes periodic reviews of non-formulary process and costs, and a monthly review of the dispensing logs.



Because CFMG already provides full pharmacy services for non-behavioral health patients, we will simply extend our responsibility to cover all pharmaceuticals. **Please see, “Pharmaceuticals” for a full description of CFMG pharmacy services, including medication management.**

1.4. After-Hours, On-call Psychiatric Services - These services must be available and provided on-site for urgent and emergent issues within one (1) hour of notification. Facility administration is not opposed to considering telepsychiatry. Please describe how you will provide these services.

CFMG's Psychiatric staffing plan ensures that a Psychiatrist is available on-site 7 days a week during day shift. When not on-site, a Psychiatrist or Psychiatric NP/PA will always be available 24/7 via on-call to address crisis situations within one (1) hour of the call. CFMG's after-hours crisis intervention process for urgent and emergent issues ensures that all staff will have access to a behavioral health clinician in person and if needed, an on-call Psychiatric prescriber. CFMG's criteria for emergency on-call is as follows:

- An inmate is highly agitated, displaying signs of self-harm (suicidal behavior) or harming others (homicidal behavior).
- An inmate is displaying signs indicating moderate to severe depression which warrants immediate attention.
- An inmate is highly psychotic and displaying signs of severe disorganization and is unable to understand his/her immediate environment.
- An inmate is displaying unusual behavior at booking stemming from drug/ ETOH withdrawals, psychosis, severe depression, or severe agitation.
- An inmate is complaining of side-effects from his/ her medications.

Referrals to outside hospitals will be made for any inmate requiring more intensive care than what is available at the Jail. CFMG will follow established Sonoma County Jail policies for transfers to outside clinics or hospitals. We are also open to discussing use of telepsychiatry to address the facility's crisis intervention needs.

1.5. Sick Call - Inmates shall have access to essential health care services at all times. Describe staff performing sick-call response and hours of sick a call coverage to be provided. Please describe how you will provide these services.

Sick Call – Title 15: 3354. Health Care Responsibilities and Limitations, IMQ, NCCHC Standard J-E-07, ACA Standard 4-ALDF-4C-03

CFMG's medical and behavioral health care delivery system is driven by a strong sick call process that provides timely and frequent access to care. Similar to our medical process, CFMG will continue to maintain a timely formal sick call procedure to address all non-emergency behavioral health and psychiatric issues. Our sick call processes follow all applicable federal, state, and local guidelines, including



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standards from the National Commission on Correctional Healthcare (NCCHC). Sick call is operated five days a week and includes:

- daily triage and screening by a trained Registered Nurse; for behavioral health sick calls, daily triage and screening by a qualified Mental Health Professional;
- direct resolution of medical or behavioral health complaints, inquiries or time sensitive matters;
- documentation for scheduling and tracking;
- scheduling of appropriate sick call visits and follow ups

Our nurses will maintain a log of all sick call requests and record the following information at the time of triage (this process is similar for behavioral health but handled by a Mental Health Professional):

- inmate's name;
- requests are recorded into a sick call log;
- inmate's name;
- inmate's identification number;
- inmate's location;
- date of triage;
- description of problem; and
- disposition of request.

The inmate is then scheduled for a sick call appointment. CFMG team members make sure to explain the nature of the problem and treatment during each sick call visit.

We guarantee that all Sonoma County inmates will continue to have the opportunity to request healthcare services five days per week, and we enforce timely follow-up of care. We document all requests and review the requests for immediacy of need, required referrals or intervention. These are prioritized for the daily schedule. Our sick calls are monitored as part of our continuous quality improvement programs. All inmates, regardless of housing assignments, have access to regularly scheduled sick call. Ongoing training and internal monitoring of this process is a key to our success.

1.6. Mental Health Care Plans - Development and Implementation of Mental Health Care Plans. Please describe how you will provide these services.

Individualized Treatment or Mental Health Care Plans

A written individualized treatment plan will be developed by CFMG's Behavioral Health Staff in conjunction with a multidisciplinary treatment team. Mental Health Care Plans will be developed for inmates requiring close behavioral health



supervision and will include specifications on the particular course of therapy, the roles of medical, behavioral health, non-medical personnel in carrying out the therapy, discharge planning, housing, dietary, medication, observation and monitoring. The treatment plan is individualized and based on an assessment of the person's needs and short and long-term goals and the methods by which the goals will be pursued. It will provide a re-evaluation of the progress of the inmate, an update of the problem list, and the effectiveness of the documented treatment plan. The treatment plan is updated regularly at each inmate's review and staffing. The inmate's cooperation, motivation, progress, current mental status, and the inmate's ability to socialize are all considered in the development and renewal of the treatment plan. When clinically indicated the treatment plan may provide the inmate with access to a range of supportive and rehabilitative services (e.g. individual or group counseling and/or self-help groups) that the Behavioral Health Team deems appropriate. The plan and clinical review will be under the authority and direction of the Psychiatrist.

1.7. American Psychiatric Association (APA) - Discuss utilization of current APA classification and diagnostic tool. The County uses Diagnostic and Statistical Manual of Mental Disorders (DSM) IV. Indicate your ability to work collaboratively and in conjunction with community behavioral health partners to adjust procedures as necessary in response to revisions to this diagnostic tool.

CFMG will work collaboratively with any county or state agency to ensure the continuity of care for our patients, regardless of whether that agency utilizes the new DSM-V or the older DSM -IV. All MHPs will be trained by CFMG's Corporate Behavioral Health Team and will be well-versed in the DSM-V if the County wishes to transition to this diagnostic manual. CFMG's behavioral health team experts are trained and ready to apply DSM-V modifications to practice and are happy to train/guide staff and the County in this transition.

1.8. Programming – Describe individual and group behavioral health counseling and programming. Contractor will be expected to participate in existing inmate programs as well as assist in the development and delivery of new inmate behavioral health programs.

Confirmed. The CFMG Corporate Behavioral health team will develop behavioral health treatment programs, especially in support of those in Administrative Segregation and those with serious mental illnesses. The programs would include (if not already present), an Inmate Self-Help Library, a Peer Counseling Program and Community Resource Program (which assists inmates upon release from custody).

The CFMG Corporate Behavioral health team will also implement Individual and group treatment services which will address topics related to: behavioral health issues, substance abuse issues, relapse prevention, trauma and conflict, learning better affect regulation, anger management, challenging criminal thinking,



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aggression and misconduct. CFMG is well-versed in several evidence based group interventions and can train staff and implement an array of groups that could include: Inmate Socialization Programs, Moral Recognition Therapy (MRT) (utilizing strong cognitive/behavioral techniques), Dialectical Behavior Groups (DBT), Mindfulness Stress Reduction, Aggression Replacement Training (ART) (utilizing role-playing and mental imagery to assist in learning real life techniques to deal with anger and aggression.) These groups are well established with strong evidence-based research. They are proven to be highly successful for inmates and have been shown to continue their effectiveness outside of custody.

Additionally, CFMG believes that key to an inmate's successful re-entry, is education and training. CFMG's Reintegration Specialist will conduct groups and educational sessions on topics pertaining to: Life Skills, Job Skills and Parenting Skills.

If awarded this project, CFMG will immediately begin enhancing group programming at the MADF and NCDF by establishing two new group therapies, in particular, Inmate Socialization Programs and Moral Reconation Therapy. These two programs are described further in the Group Treatment Modality section below. We will begin services with these groups and reevaluate group programming at a later time, and determine which additional groups will be added.

Individual Treatment Modality:

The CFMG's Behavioral Health Team will deliver individual counseling for symptom management and coping skills, in addition to extensive behavioral health crisis management. We will provide an array of handout literature to support the specific needs of the individual. Any use of 1:1 supportive therapy beyond crisis intervention or stabilization will be based on an assessment for the need for individual therapy and will be documented and justified in an Individualized Treatment Plan. The following describes CFMG's individual treatment approach.

- 1:1 supportive contact or individual therapy
- 25-45 minutes brief intervention or psychotherapy with documented goals of symptom reduction
- Face-to-face contact with higher functioning, adjustment issues, depression or severely/ chronic mentally ill, unstable individuals, and low functioning individuals to check progress, baseline behavior, symptom monitoring, determination of degree of services needed per acuity profile.

The following describes CFMG's group treatment approach:

- 1X per week (or as scheduled)
- Psychoeducational, Process, Interpersonal
- Topic specific, diagnosis specific, or therapeutic activity specific
- Goals for symptom reduction
- Specified length of time



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- Membership
- Audiovisual/ interactive
- Discussion
- Development of alternative coping strategies

Inmate Socialization Programs will be conducted for both acute and non-acute behavioral health inmates. This program is designed to develop socialization skills for mentally-ill inmates through interactive contact with counseling staff and other inmates. The goals of the Inmate Socialization Program include: Stabilizing mentally-ill inmates by providing them with a safe, supervised setting for social interactions; Enhance skills that will allow inmates to succeed in a community setting; Encourage physical activity; Diminish social isolation; Develop coping skills for the stress of the incarcerated setting; Improve communication skills and cooperation between inmates and custody staff.

Moral Reconciliation Therapy groups will be conducted for both acute and non-acute behavioral health inmates. MRT is an objective, systematic group treatment designed to enhance ego, social, moral, and positive behavioral growth in a progressive, step by step fashion. MRT has 12 to 16 steps. The program attempts to change how inmates make decisions and judgments by raising moral reasoning. MRT systematically and progressively focuses on seven basic treatment issues:

1. Confrontation of beliefs, attitudes and behaviors
2. Assessment of current relationships
3. Reinforcement of positive behavior and habits
4. Positive identity formation
5. Enhancement of self-concept
6. Decrease in hedonism and development of frustration tolerance
7. Development of higher stages of moral reasoning

Moral Reconciliation Therapy is dually designated as an evidence-based treatment for both behavioral health and substance abuse inmates, and is found in the National Registry of Evidence-based Programs and Practices (NREPP) and Substance Abuse and Mental Health Services Administration Registry.

CFMG finds the benefits of MRT to be astounding. It is a manualized program approach, which results in fidelity within the model, providing a roadmap for goals that inmates are working on. When not in the groups, inmates have greater accessibility to their curriculum because the manual is placed in their possession, creating an opportunity for better outcome of performance. MRT also results in a greater likelihood of clinical fidelity for clinicians and a greater possibility of completing the course even in between switching clinicians. A clinician can essentially pick up where the previous clinician left off. MRT results in more productivity and more outcome oriented and objective measures of performance



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and completion. Treatment or service planning can also be built directly from the programs, which keeps the inmates and the clinicians more targeted. MRT has been shown to:

- Reduce recidivism in more than 130 outcome studies
- Reduce recidivism by 30% to 50% for up to 20 years after release
- Increase offenders' moral reasoning, decrease dropout rates, increase life purpose, and reduce antisocial thinking and behavior
- Benefit high-risk offenders who resist treatment

MRT will be delivered 1-3 times a week at 1-2 hour sessions by CFMG Mental Health Professionals in the MADF and NCDF. These group therapies are peer-based and geared to empower the inmates during their change process. By teaching them that they have the ability to manage their mental illness, utilize community supports, meet their basic needs and have the power to take control of their lives, they begin to take responsibility for their own behavior and make healthier life choices.

MRT is ideal for a jail population because it is a systematic step-by-step approach allowing inmates to move from one MRT group to another without having to start over. Since the systematic steps and tasks are the same in all MRT groups, this allows for inmates to enter any MRT group to complete treatment requirements. This "continuity of care" is unique to MRT in that offenders participating in MRT can enter other ongoing MRT groups and continue working at their current point in the treatment process.

With MRT the inmate can continue a program after release to the community without restarting the same program. By having their manual with them, they can be referred to community partners or service catchment areas where MRT models are being used. Also the same continuity benefits apply with in-house facility transfers, as the inmate takes their workbook with them, they can continue where they leave off from one unit to the next.

CFMG's behavioral health leadership team has adopted Moral Reconciliation Therapy (MRT) as one of our primary curricula for group therapy treatment because of this conduciveness to "continuity of care" and its invaluable role in our collaborative efforts with community agencies. Using a single evidence-based program that is proven to work inside and outside of the jail, can and will enhance the effectiveness and cost-efficiency of the behavioral health treatment for the Sonoma County Detention Facility inmates.

In conclusion, CFMG believes in MRT wholeheartedly. We have seen MRT increase treatment compliance, decrease in-custody assaults, and re-arrest rates. Out of custody and in the community, we have seen it decrease drug use, increase employment, and increase life purpose. We have been impressed with its demonstrated ability to reduce recidivism in more than 130 outcome studies by 30% to 50%, up to 20 years after release. CFMG is very excited to provide oversight, guidance and training for the MRT services at the Sonoma County Jail. CFMG is



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committed to and has a dedication to reducing inmate recidivism. We want to provide the Sonoma County Jail inmates the best care possible and the County the best re-integration/ re-entry program possible. As such, CFMG will provide oversight, guidance and training to the MRT and re-integration / re-entry program with the following benefits.

CFMG clinical leadership, will provide their expertise, program support and guidance for the life of the contract.

- MRT training for up to 14 staff will be held upon 60-90 days of start-up.
- A thorough orientation and training of this program will be held upon arrival.
- An MRT-specific training will be held yearly for the life of the contract.
- Three Quality Assurance visits a year will be conducted from an MRT Expert.
- CFMG will provide ongoing fidelity checks.
- CFMG will provide progress reports to Jail Administration.
- An independent data analyst will measure program effectiveness and inmate recidivism.
- CFMG will ensure redesign of the groups to accommodate inmate "Facility Length of Stay" challenges.
- CFMG will ensure data collection process for this program is set-up appropriately.
- The data analyst will visit the program once a year.
- CFMG will submit an outcome study / report once a year to the Sonoma County Sheriff's Office.
- Continuity of Care and Collaboration with Community Agencies:
 - CFMG will immediately engage with community agencies upon arrival and establish partners for continuing MRT treatment in the community.
 - CFMG and the discharge planner will identify, develop and solidify community linkage or a "hand-off" process.

CFMG will also engage in collaboration with community partners to include discussions on initiating linkage for the following services: medication support, individual counseling and other group therapies, intensive and support levels of substance abuse outpatient treatment, skills training, job readiness skills, independent living skills, behavioral health treatment programs, and intensive field-based services.

CFMG truly hopes to have the opportunity to bring the County a new, fresh approach to the care of your inmates. CFMG's ultimate goal and motivation in providing you foundational behavioral health, MRT, re-integration / re-entry, restoration to competency, and all services is to bring you peace of mind that your



program will be in good hands, that you have behavioral health guidance and leadership you can depend on, and a partner that you can trust.

1.9. Food Services/Special Diets - Provide recommendations for all medical and special needs diets. Please describe how you will provide these services.

To address certain inmates' clinical conditions and promote health, CFMG recommends a proper therapeutic diet, and has developed detailed procedures for the ordering of medical diets in coordination with the County's Food Service Coordinator. Dietary services in the Sonoma facilities will adhere to the standards outlined in Title 15, IMQ, NCCHC and ACA accreditation as well as Sonoma guidelines and standards. CFMG's healthcare team will continue to monitor inmates on a special diet program. In general, the County's Food Service Coordinator will be directed to offer a sufficient variety of meals, allowing individuals with specific dietary restrictions to meet their nutritional needs in an appropriate fashion. Diets to be considered by the Center's Food Service Coordinator will include, but not limited to, the following:

- restricted calorie
- low sodium
- low fat
- pureed
- soft
- liquid (full or clear)
- nutritional supplementation diets (diabetic, pregnancy)

Our medical staff will provide simple instructions to the inmates to ensure their menu selection meets their dietary requirements.

The diet order is entered in the computer. If the diet order is not specified in the computer then the written diet order will be used in the computer and a written order submitted to the kitchen using the Special Diet Order Form.

All diet orders are charted on progress notes.

1.10 Services Suicide Prevention Program - Describe Suicide Prevention Program, including but not limited to collaboration to provide pre-screening and crisis intervention. Identify staff assigned to participate in the program, review issues related to suicide prevention, and address the resolution of problems in accordance with IMQ applicable IMQ standards.

Suicides are a major cause of inmate deaths in jail facilities. As such, suicide prevention programs are a critical component to an effective inmate mental healthcare program. CFMG will follow all applicable federal, state, and local



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guidelines, including, but not limited to Title 15, IMQ, NCCHC standards, ACA standards, state and local rules and regulations and guidelines established by the Sonoma County Jail in implementing and maintaining a suicide prevention program.

Our suicide prevention program ensures processes are in place so there are clear, effective avenues of communication between behavioral health, medical, security and jail administration staff in the event an inmate is a suicide risk.

During the initial intake screening, health assessment or any encounter, an inmate will be referred immediately to a MHP for intervention if any of the following are present:

- severe agitation, signs and symptoms suggestive of self-harm or potential harm to others
- symptoms of psychosis
- suicidal thoughts or behaviors
- severe mood instability

CFMG will work collaboratively with Sonoma County Jail when an inmate is placed on suicide watch, making certain that all treatment needs are addressed and outside transfer to a facility is considered especially for severely unstable or mentally-ill inmates. Contact and monitoring procedures will be strictly followed by all CFMG behavioral health and medical staff.

Suicide Watch Levels. CFMG recognizes the following suicide risk categories and their corresponding contact and observation levels as dictated by Title 15, IMQ, and NCCHC standards:

- Level I (Acutely suicidal) - 24/7 supervision by security; daily contact by behavioral health and medical staff.
- Level II (Potentially suicidal) – Observation every 15 minutes (staggered) by security; every 24 hours contact by behavioral health staff.
- Level III (Intermediate risk) – Observation every 30 minutes by security staff; every 3-5 days contact by behavioral health staff.

CFMG's suicide prevention program also includes provisions for intervention, notification, reporting, review, and critical incident debriefing (for inmates and staff). In cases of a suicide attempt or completion, notification will be made immediately to:

- Sonoma County Jail/detention center administration
- Site psychiatrist/behavioral health NP or PA
- Behavioral health staff
- Healthcare/medical staff
- Site Medical Director



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- Corporate Medical Director
- Director of Operations
- Regional Director of Clinical Services
- Director of Behavioral Health Services
- Chief of Behavioral Health Services
- Corporate Legal Department

All suicide attempts and completions will be documented and submitted to the CQI committee for review as part of the CQI program. Completed suicides will be reviewed in accordance with our established procedures regarding inmate deaths.

CFMG's suicide prevention program will incorporate the cooperative efforts of security, behavioral health, and health services staff in all of the following elements:

- identification
- training
- assessment
- monitoring
- housing
- referral
- communication
- intervention
- notification
- reporting
- review



Inmates on special watch are placed in cells or rooms that are as suicide-resistant as possible.

All custody and health services staff will be oriented to the Suicide Prevention Plan, trained and guided throughout implementation. Copies of the plan will be available to all staff.

Identification - As noted above, the receiving screening procedure completed at intake includes questions and observations regarding mental status and potential for suicidal behavior. Security and health services staff will be trained and alerted to the need to continuously monitor inmate behavior for suicide potential during incarceration.

Training – CFMG provides regularly scheduled training for all correctional and health services staff on identification and management of suicidal behavior in the jail setting, including high-risk periods of incarceration, suicidal risk profiles and recognition of verbal and behavioral cues that indicate potential suicide.

Assessment - Behavioral health staff will assess an inmate's level of suicide risk upon referral by health services and/or custody staff.



Housing and Monitoring - Inmates identified as potentially suicidal will be placed on suicide precautions by security, health services or behavioral health staff.

Suicide Watch – Suicidal inmates should be placed in high security observation cells or open observation (two-man cell or dormitory). Depending on acuity, Inmates placed on suicide watch should be monitored by custody staff at a minimum of every 15 minutes (staggered); by health services and behavioral health staff at a minimum of once every 24 hours. CFMG documentation protocols will be followed.

Referral – Referral procedures will be implemented to route all inmates identified as displaying suicidal ideation, gestures and/ or attempts to behavioral health. This will include referrals originating from security, healthcare, and behavioral health staff to Psychiatry.

Intervention - Intervention and treatment will be carried out in accordance with protocols. Housing placement is carried out as indicated above and inmates are provided a suitable suicide-proof garment unless specific identifiable safety and security risks determines otherwise.

Communication – Open communication between medical, behavioral health and security staff are maintained so all are kept apprised of suicide potential, suicide precaution placement, retention, release status, and end-of shift reporting.

Reporting - Reporting of inmates identified or suspected of being at risk for suicidal behavior will occur through the referral process. Referrals may be made by custody to nursing or behavioral health staff at any time. Current status reporting will be carried out as described in the CFMG Safety Cell Policy & Procedure. Reporting completed suicides will be a joint responsibility of the CFMG Program Manager and County designee in accordance with the CFMG Inmate Deaths Policy & Procedure.

The CFMG Program Manager or nursing staff on duty will be responsible for reporting all potential and/or attempted and completed suicides to the County designee. CFMG corporate management will be notified of completed suicides within one working day.

Review - All completed suicides will be subject to a medical review by the Quality Management and Peer Review Committees in accordance with CFMG Inmate Deaths Policy & Procedure.

Segregation Rounds and Management of High-Risk Inmates: Visits will be made by behavioral health staff daily for high-risk or acutely psychotic inmates on close observations. Rounds will be made by behavioral health staff at least every two to three days for inmates on Administrative Segregation. Prior to transfer to close observations or segregation, inmates are evaluated by a Mental Health Professional to determine whether existing behavioral health needs contraindicate placement in an isolation setting. Contacts are documented in CFMG forms and segregation logs. CFMG works closely with security staff in managing high-risk inmates by applying effective behavioral management strategies, providing counseling and behavioral modification groups (when applicable) and ongoing trainings.



Therapeutic Restraints and Therapeutic Seclusion: Restraints required in an immediate emergency can be ordered by the Medical Director or the Psychiatrist, with approval of Jail Administration. CFMG adheres to strict policies as established by Title 15, NCCHC and Mental Health and Developmental Disabilities Code regarding the use and application of therapeutic restraints and seclusion. An inmate is placed in therapeutic restraints or seclusion when intervention is necessary due to the inmate causing severe self-harm or harm to others.

Involuntary Psychotropic Medication: CFMG staff Psychiatrists will order short-acting PRN medications to stabilize a highly agitated inmate utilizing the following protocol:

- The inmate exhibits acute psychosis resulting in assaultive, physically combative, severe self-harm or self-mutilating behavior.
- Once the harmful behavior occurs, a therapeutic restraint chair may be ordered. If the inmate becomes more agitated and the harmful behavior escalates behavioral health staff initiates protocol by contacting the psychiatrist first, and then the nurse on duty.
- Staff documents all behavioral observations as clearly and as detailed as possible. The nurse contacts the psychiatrist to receive orders for PRN medications. All orders by the psychiatrist are followed by nursing, behavioral health and security staff.
- A nurse gives the inmate an injection then follows protocol for medical monitoring and observation. When the inmate is stable, nursing discusses medication treatment with the inmate. All occurrences and responses are documented.
- Inmates too severely mentally ill to stabilize in-house are referred and transferred to an outside hospital or agency for stabilization.

Transition or Step-Down Units

CFMG understands that multiple suicides have occurred at the Sonoma County Detention Facilities, and recommends that the Sonoma County Sheriff's Office identify and utilize a small to medium size housing unit for the purpose of "stepping down" or "transitioning" inmates from suicide watch to regular housing. Many suicides in jails occur when inmates are released from suicide watch too early, or are housed in isolation after their release. Using "transition" units to gradually step-down inmates from suicide watch to the general population has proven to decrease suicide rates in many jails and is a current best practice in the industry.

All inmates cleared from suicide watch are directed to this transition unit temporarily for further observation and treatment by security and behavioral health staff, prior to release to the general population. "Transition" inmates continue to be monitored and followed up by staff until they are completely acclimated, recovered and ready to be released to the general population. If the inmate fails to recover and demonstrates a lower functioning baseline, the inmate can be housed in behavioral health housing or long-term stay in a non-acute setting.



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The effectiveness of transition dorms in preventing suicide attempts or completions have been demonstrated in several sites where transition units have been implemented. These units proved to be effective due to the following reasons:

1. These units allowed for staff to systematically observe the recovery of suicidal inmate.
2. Socialization in a group setting significantly helped to elevate mood.
3. The ability to two-man cell or house inmates in groupings within an open setting helped to eliminate the risk of isolation.
4. These units allowed for more focused programming and monitoring by behavioral health staff.
5. These units allowed for more streamlining of high-risk populations leading to increased organization and decrease in attempts or completion.
6. These units increased manageability of high-risk inmates which lowered strain and stress on staff.

We understand that Sonoma County may have established a step-down unit in the past, and we recommend that if the County is willing to consider establishing such a unit, it meet the following criteria:

- An open dormitory setting with the ability to house small groupings
- No stairwells if possible
- Open and suicide resistant showers with consideration of privacy as practically possible
- Common area for socialization and programming
- Strategic positioning of officer station to open visibility and increase line of sight

1.11 **Hospital Care** – Describe process to make arrangements to provide acute care needs inside and outside of the facility.

Stabilization of Acute Inmates

Confirmed. CFMG will provide intensive behavioral and clinical support to inmates in acute distress or inmates who need higher level services and support. The severity of an inmate's condition and the persistence of his or her mental illness will be addressed with the goal of stabilizing symptoms and improving functionality within the jail. Services will include:

- stabilization on medications
- crisis intervention services
- Individual therapy or 1:1 supportive contact



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- Inmate Behavior Management
- Evidence –based group therapy
- Individual treatment plans
- Behavioral health record and case reviews
- Response to inmate referral and inmate requests
- Discharge and Aftercare Planning
- Intervention for medication non-compliance
- Participation in socialization groups and structured out of cell activities

If the need arises for an inmate to be transferred to the hospital for higher level care, CFMG Physicians are on-call 24/7 to facilitate this transfer. As Sonoma County's medical provider, CFMG understands Sonoma County's expectation to have as many tertiary services as possible provided in close proximity of the Sonoma County Jail. We will continue to work closely with Sutter Santa Rosa Regional Hospital and Santa Rosa Memorial Hospital and with the Sonoma County Jail staff to coordinate and deliver hospital services to minimize Sonoma County's correctional overtime and ground transportation costs.

CFMG's hospital and specialty processes follow all applicable federal, state, and local guidelines, including, but not limited to Title 15, IMQ, NCCHC standards, ACA standards, and guidelines established by the Sonoma County Jail to ensure all inmates have access to hospitalization and specialty services, as medically necessary. While we appreciate the financial and logistical considerations related to the hospitalization of inmates, when hospitalization is deemed medically necessary we will continue to coordinate with the Sonoma County Jail for transfer of an inmate to Sutter Santa Rosa Regional Hospital, Santa Rosa Memorial Hospital or another medical facility. We will continue to use hospital and medical facilities approved by the Sonoma County Jail and under contract to provide such services.

Our hospital care includes: case management; pre-approvals; utilization review; discharge planning; enhancing cost containment efforts whenever possible; payment and processing of all hospital and practitioner invoices; and billing of inmate's insurance company, as appropriate.

For any required hospitalization of an inmate, CFMG staff will coordinate the delivery of all hospitalization services. All recommendations for hospitalization, with the exception of emergency situations, will require review and approval by the Site Medical Director, and approval by Dr. Raymond Herr, our Chief Medical Officer, through our cloud-based e-Referral application. Our physician-led utilization management program is structured to provide effective coordination and oversight of all inmates who need specialty and/or offsite care. It ensures inmates have access to the level of medical treatment they truly need, as well as ensures treatment remains consistent with community standards, is cost-effective and timely. The utilization review will be completed (for approval of hospital care or outside consultations) within five working days of the request, and usually much faster.



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Utilization review will be completed concurrently for most cases and after the fact in the case of an emergency.

Any local or tertiary care hospital used by CFMG will comply with all Administrative and Sonoma County Jail directives, regulations and standards. When possible and practical, we will use telemedicine to provide behavioral health or medical care.

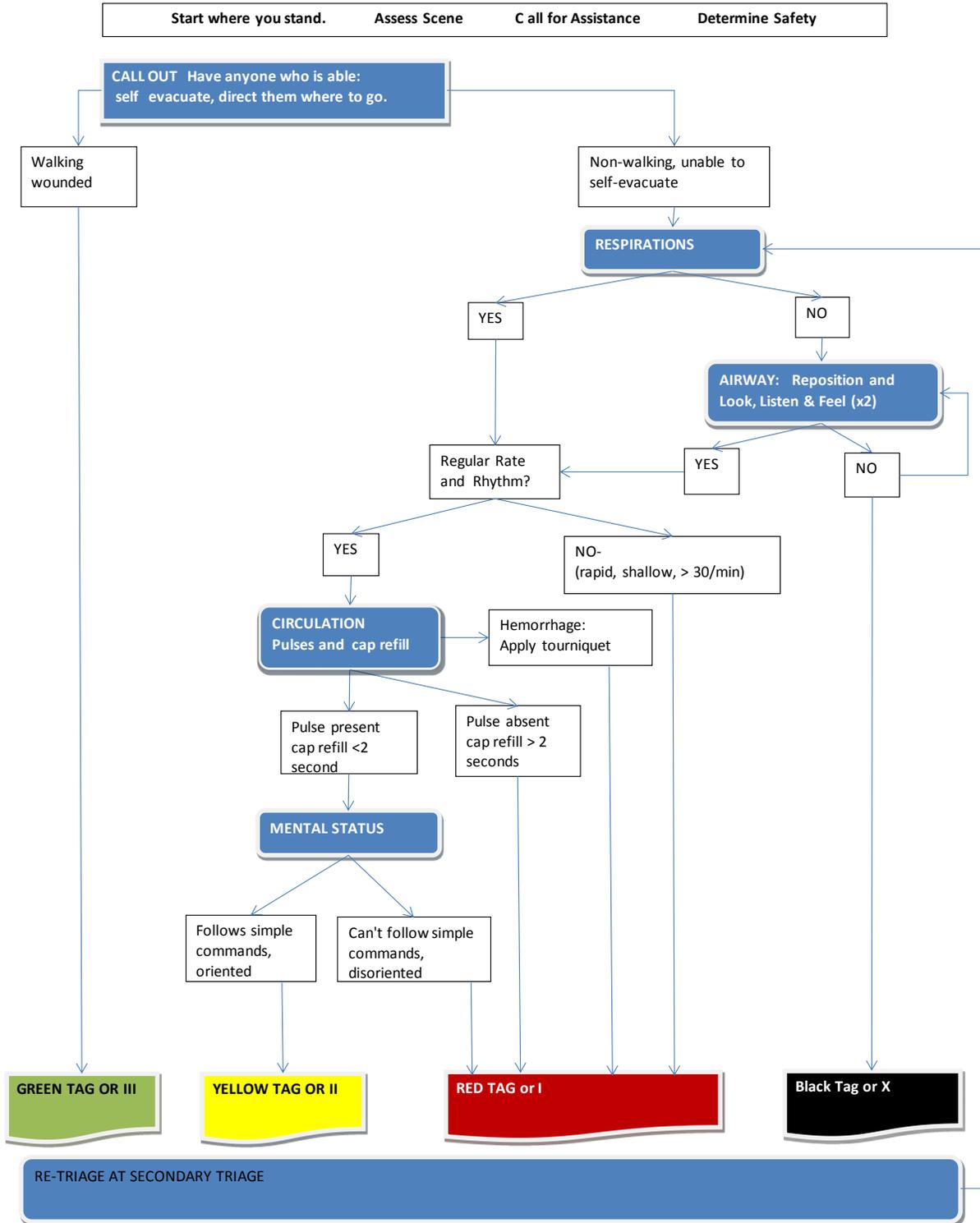
CFMG will acquire a Discharge Summary upon any inmate's discharge from a hospital. Upon return, the inmate's hospital discharge documentation will be reviewed by the Site Medical Director to determine post-hospitalization status, orders, recommendations and disposition. The review will be documented in the inmate's medical record.

1.12 **Disaster** - Provisions of comprehensive behavioral/mental health care services during a natural disaster. Describe contingency plan to provide behavioral/mental health services to inmates following a natural disaster or declared state of emergency. Please describe how you will provide these services.

Confirmed. CFMG will continue to provide behavioral health services, just as we provide healthcare services during natural disasters, and behavioral health will be incorporated into our existing contingency planning process. CFMG's Program Manager and the Facilities' Administrator will develop and approve the health aspects of each facility's disaster plan. A disaster is defined as any natural (e.g. earthquake, flood, fire, etc.) or man-made (e.g. riot, arson, bombs) occurrence where there are multiple casualties of such a degree that immediate medical attention is required to prevent death or permanent disability. In a disaster response, the health services staff will triage, render first aid, and initiate resuscitation of critically injured individuals and direct/coordinate off-site medical referrals. These team members, under the general supervision of the medical director and in collaboration with the officer in charge of the facility will assume leadership responsibility for health services response in time of a natural or man-made disaster affecting the facilities. CFMG's plan will include use of our Behavioral Health Team members if deemed necessary to alleviate psychological distress to inmates during any disastrous event.



RAPID MULTI-CASUALTY TRIAGE





1.13 Ancillary Services - Provide and arrange for laboratory, x-ray, and other ancillary services as required. Ancillary services may be performed off-site but preferably on-site.

Please describe how you will provide these services.

CFMG already provides laboratory, x-ray and other required ancillary services through our medical services contract. Any needed ancillary services to be provided for the mental health population will be seamless, and most likely already occurring. CFMG provides laboratory services through a statewide contract laboratory. All specimens are collected and handled by on-site health services staff in accordance with accepted laboratory standards, including the Radiologic Health Branch within the Food, Drug and Radiation Safety Division of the California Department of Health and transported to the laboratory for processing.

1.14 Crisis Intervention – Describe crisis intervention protocols.

Once an inmate is flagged or identified as having behavioral health issues, immediate treatment recommendations are initiated. The inmate is triaged to appropriate housing, and referred to a Mental Health Professional (MHP) for further evaluation. Evaluations or assessments are conducted by qualified, licensed MHPs in a structured interview format that includes completion of a mental status exam, brief psychological history, initiating procurement of treatment records, determination of diagnosis, mental stability, risk factors (including suicide and homicidal thoughts), development of treatment and discharge plan, and referral to the Psychiatrist or Prescriber. This process includes a post evaluation consultation with security (if needed) and guidance to security on inmate housing and management.

Inmates in acute crisis will receive immediate attention by a MHP upon notification of the emergency. This includes inmates exhibiting suicidal behavior, acute psychosis, emotional distress or any behaviors indicative of acute mental illness. The MHP will make a determination of the type of treatment needed, such as psychotropic medications, individual counseling, group therapy, suicide watch placement, or referral to a behavioral health facility, etc. and will make the appropriate referrals. Our staff will work with contracted behavioral health agencies for inmates who may require more intense care than available at the Jail or are deemed unable to be safely managed in a detention setting. If the inmate is in immediate need of a Prescriber, he or she may be referred directly to the Prescriber. If the Prescriber is not available and medication initiation is required, the Prescriber will be notified via on-call services.

Clinical Monitoring and Support: When inmates return to the facility from the hospital, nursing and behavioral health staff reviews all transfer paperwork including prescribed medications and treatment summaries from the transfer institution. The Psychiatrist or Psychiatric prescriber is contacted if needed. A "Plan of Care" is developed and the inmate is placed in the designated observation area for a brief



observation period until the inmate is transitioned to longer-term housing, usually a “special needs” unit. Upon every shift, checks are completed and documented according to CFMG policy.

Interventions to Stabilize Inmates in Suicide Watch or Observation Cells: Inmates placed in close watch due to an acute crisis receives immediate attention by a MHP upon notification of the emergency. This includes inmates exhibiting suicidal behavior, acute psychosis, emotional distress or any behaviors indicative of acute mental illness. The MHP conducts a thorough evaluation and determines the next step including continuing the inmate in safety watch, stepping down the inmate to a less restrictive observation option, or initiating paperwork for transfer to a higher level of care to the outside. Our staff works with contracted behavioral health agencies for inmates who may require more intense care than available at the Jail or are deemed unable to be safely managed in a detention setting. If the inmate is in immediate need of a Prescriber, he or she may be referred directly to the Prescriber. If the Prescriber is not available and medication initiation is required, the Prescriber will be notified via on-call services.

Close Observation and Segregation Rounds: Visits will be made by behavioral health staff daily for high-risk or acutely psychotic inmates placed on close observations. Rounds will be made by behavioral health staff at least every two to three days for inmates on Administrative Segregation. Prior to transfer to segregation, inmates are evaluated by a Mental Health Professional to determine whether existing behavioral health needs contraindicate placement in an isolative setting. Contacts are documented in CFMG forms and segregation logs. CFMG works closely with security staff in managing high-risk inmates by applying effective behavioral management strategies, providing counseling and behavioral modification groups and ongoing trainings to staff.

1.15 **Developmentally Disabled** – Describe experience and ability to address developmentally disabled inmates as referenced in Title 15.

A Booking RN from CFMG's medical services staff will screen all inmates at time of booking, using the Intake Health Screening form to determine if an inmate has known or suspected developmental disabilities. Such inmates will be referred to the Mental Health Clinician – Intake as deemed appropriate. If an inmate is believed to have a developmental disability, Sutter Santa Rosa Regional Hospital or Santa Rosa Memorial Hospital will be contacted within 24 hours to determine if the person is registered with the Regional Center.

The Booking RN and/or Mental Health Clinician – Intake will complete an initial assessment to determine the level of disability and develop an individualized treatment plan to address the need for special housing and/or care, need for special equipment or services and will contact the medical provider as needed. The intake staff will also consult with the facility commander regarding the appropriate housing to ensure the inmate is placed in a protective environment.



The treatment plan includes, at a minimum:

1. The frequency of follow-up for medical evaluation and adjustment of treatment modality
2. The type and frequency of diagnostic testing and therapeutic regimens
3. When appropriate, instructions about diet, exercise, adaptation to the correctional environment, and medication

The special needs program serves a broad range of health conditions and problems that require the physician or other designated qualified health care or behavioral health care professionals to design a treatment plan tailored to the patient's needs. The treatment plan is individualized, typically multidisciplinary, and based on an assessment of the patient's needs, and includes a statement of short- and long- term goals as well as the methods by which these goals will be pursued. When clinically indicated, the treatment plan gives patients access to the supportive and rehabilitative services (e.g., physical therapy, individual or group counseling, self-help groups) that the treating clinician deem appropriate.

1.16 1370 Misdemeanor Program – Describe ability to provide 1370 restoration services to misdemeanor inmates deemed incompetent to stand trial, as referred by the courts. These services should include, at a minimum, evaluation, education, counseling, and medication services aimed to restore inmates to competency to stand trial within 90 days of the court referral. Information regarding 1370 Felony Restoration is discussed in this RFP under Sub-section 2, "Staffing".

CFMG's Restoration of Competency Program for Misdemeanor IST (MIST) inmates is based on Dr. J. Holden's "Mendocino Method" model. Dr. Holden is a member of CFMG's clinical consulting team, as described in Section 1.2.2 of this proposal.

The California Department of State Hospitals has reviewed and endorsed the Mendocino Method for use in MIST programs.

CFMG has developed an effective, cost-efficient 1370 Misdemeanor program for the Sonoma County MIST population, based on Dr. Holden's Mendocino Method. If awarded this contract, Dr. Holden will be assisting in the set-up and implementation of this program. He will train, supervise and monitor staff upon implementation of this program and on an as-needed basis.

[1370 Misdemeanor Restoration to Competency Program for the Sonoma County Detention Facilities](#)

Since the Sonoma County MIST population will not be congregated in one unit and the program is not group or milieu-based, The Mendocino Method is ideal for the misdemeanor inmates housed in the Sonoma County Detention Facilities. The Mendocino Method allows for the flexibility of sessions to be held in the inmate's pod, interview rooms, or a private office.



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CFMG's 1370 Misdemeanor program can service up to 16 MIST inmates at any one time. This program has a 0.8 FTE (32 hrs/wk) dedicated Competency Trainer (LSW) and a .25 FTE (10 hrs/wk) Mental Health Clinician (LMFT, LCSW, LPC). The Competency Trainer is an education specialist who is primarily responsible for the educational and training component of the program. The Mental Health Clinician/Counselor is primarily responsible for 1:1 supportive or individual therapy, and group therapy. Dr. J. Holden will also serve as support for this program and is available on an as-needed or on-call basis.

The 1370 Felony program staff and base program staff described in Section 2.8 will be used for additional service support for the 1370 Misdemeanor program. Psychiatric staff, for example, will be used to support medication prescribing and stabilization. 1370 Misdemeanor patients are also able to attend group sessions held by base program clinicians. Additionally, if needed, base program clinicians will provide individual therapy sessions to 1370 Misdemeanor patients.

There are nine simple steps to the 1370 Misdemeanor program:

Step 1: Once a finding of IST is made, the Judge orders misdemeanant inmates to be evaluated by the County Mental Health Director or his/her designee regarding appropriate placement and treatment for competency restoration. The recommendations may include a psychiatric evaluation order by the judge of whether or not the inmate may require involuntary anti-psychotic medication to attain trial competency.

Step 2: If jail-based training is recommended, the inmate will be referred to CFMG's 1370 Misdemeanor Program. Our Competency Trainer will begin the assessment by reviewing relevant documents including the arrest report and competency evaluation report(s). The inmate is then interviewed to ascertain whether or not he/she is motivated to participate in the training and has the mental capacity to benefit from it. CFMG staff will work with Dr. Holden to evaluate the inmate's current state of trial competency by administering the "Competency Assessment to Stand Trial" (CAST-MR) instrument published by IDS Publishing Corporation, and by assessing the competency deficits cited in the original competency evaluation report. The CAST-MR measures trial competency in three primary domains: Basic Legal Concepts, Skills to Assist Defense, and Understanding Case Events. Seventy (70) percent is the passing score for each domain, however, CFMG will regard 80% as a more affirmative passing score.

CFMG finds the CAST-MR to be invaluable and uses it regularly. The CAST-MR is simple, reliable and applicable to patients with all levels of disabilities and psychiatric disorders. The CAST-MR is a standardized and validated instrument for assessing trial competency that was first developed for people with Intellectual and Developmental Disabilities (IDD), and has been used nationwide and accepted by the courts for over 20 years. It is written in straightforward elementary language, and since the Supreme Court has ruled that the standard for competency is the same for all people regardless of disability, psychiatric, or socioeconomic status, the "lowest common denominator" CAST-MR is broadly applicable to all ISTs, with particular



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sensitivity to defendants with IDD, cognitive and neurological deficits, psychiatric impairments, low educational attainment, and other competency-impairing conditions.”

Step 3: Following a record review, interview, and administration of the CAST-MR, the Trainer will administer the first chapter of the training curriculum and the associated chapter quiz to assess the inmate's ability to participate in and benefit from the training. In collaboration with Dr. Holden, a report of placement, treatment recommendation, and judgment on whether the inmate needs involuntary medications to attain competency is made to the judge.

Step 4: If the judge agrees with the recommendation, the involuntary medication evaluation and administration will be conducted under court order by a CFMG staff psychiatrist and nursing staff.

Step 5: After the inmate has been stabilized, the inmate's counseling sessions begin and is referred to the 1370 Misdemeanor Counselor for counseling and individual support. The inmate will also be assigned to a group therapy session conducted by one of the MADF Mental Health Clinicians.

Step 6: After stabilization, the full training curriculum is also administered. The training curriculum has three parts. The first part of the training focuses on the client's knowledge of legal concepts and procedures relating to criminal charges, covering 76 key legal terms and concepts, including the following:

Ch 1: Laws, Crimes, Police, Reasonable Suspicion, Evidence, Arrest

Ch 2: Miranda Rights, Perjury, Witnesses

Ch 3: Rights to Fair Trial, Speedy Trial, Defend Self or Have Attorney

Ch 4: Courtroom and Court Principals

Ch 5: Arraignment, Pleas, Bail

Ch 6: Confidentiality, Discovery

Ch 7: Trial Competency

Ch 8: Preparing for Trial

Ch 9: Plea Bargaining

Ch 10: Going to Trial, Choosing Judge or Jury Trial

Ch 11: Trials, Witnesses, Evidence, Cross-Examination, Objections

Ch 12: Alibis, Closing Arguments, Jury Instructions, Jury Deliberations

Ch 13: Acquittal, Conviction, Sentences, Probation, Right to Appeal

Each chapter has an associated 5-item chapter quiz, with a minimum passing score of 80%. The second part of the training curriculum and its associated quiz, focus on the inmate's skills to either formulate and execute a rational defense or to cooperate with his/her attorney in the formulation and execution of a rational



defense in his/her specific case. The third part of the curriculum and its associated quiz, focus on the inmate's recollection of the events surrounding his/her arrest and his/her understanding of the criminal allegations as contained in the police report, the District Attorney's criminal complaint, and possible consequences of potential pleas or of being found guilty of the charges.

In the first training session the instructor advises the inmate of the need for taking the "law class" and the inmate is given a single-spaced 35-page "Student Study Guide" to read between sessions. Session summaries are emailed to Dr. Holden for review and consultation. The length and frequency of sessions is dependent on the inmate's fund of prior knowledge and ability to sustain concentration and motivation, the latter which have often necessitated waiting for psychiatric medication to take effect before training can productively commence.

Step 7: Once the inmate has passed all of the chapter quizzes, he/she is given a 50-item written exam covering the entire curriculum, also with a passing score of 80% or better.

Step 8: After the inmate has passed the chapter and final examinations, the Trainer works with Dr. Holden to re-examine the inmate. The session reports are reviewed, the inmate is interviewed, and the CAST-MR is re-administered to compare pre-training and post-training results.

Step 9: Once the inmate has been interviewed and has passed all chapter quizzes, the comprehensive curriculum exam, and the CAST-MR with scores of 80% or better, the Trainer works with Dr. Holden to write a report to the court declaring and certifying the inmate is competent to stand trial. If the Judge makes this finding, the inmate's legal proceedings resume.

If the inmate is making effort and has not been able to make reasonable progress after 6- 8 training sessions, staff report a finding to the court that the inmate currently lacks the capacity to attain trial competency, noting the inmate's medication status. With that finding the Judge can either order the charges dismissed, order further training and treatment efforts for a maximum of 1 year for misdemeanor inmates and 3 years for felony inmates, or order the extended detention of IST inmates found to have continued dangerousness under a "Murphy Conservatorship".

To reiterate, CFMG's 1370 Misdemeanor program meets all California statute requirements and is cost-efficient. CFMG's program is based on the "Mendocino Method" developed by one of CFMG's Clinical Experts, renowned for his work in competency training. Dr. Holden's "Mendocino Method" is designed specifically for jail SMI misdemeanor inmates and has been implemented in community settings since 2009, as well as, the Mendocino County jail since early 2014.

The "Mendocino Method" training curriculums have also been adapted in Spanish, for Spanish speaking patients. In its first two years the program achieved an 83% competency restoration rate for participants in its first two years, with an average restoration time of 42 days from referral to report. With the first 25 participants the



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program saved taxpayers over \$2 million, and saved SMI defendants over 5000 days of locked confinement time due to trial incompetency.

1.17 **BHHU** – The intent of the BHHU (refer to Section 1.1, “Project Background and Description”) is to provide enhanced programming for existing inmates. Describe ability to provide enhanced programming to inmates with behavioral health issues.

The CFMG corporate behavioral health team will develop behavioral health treatment programs, especially in support of those in Administrative Segregation and those with serious mental illnesses. The programs would include an Inmate Self-Help Library, a Peer Counseling Program and Community Resource Program (which assists inmates upon release from custody).

CFMG will deliver Individual and group treatment services which will cover topics related to: behavioral health issues, substance abuse issues, relapse prevention, trauma and conflict, learning better affect regulation, anger management, challenging criminal thinking, aggression and misconduct. As discussed above in section 1.8 “Programming”, if awarded this project, CFMG will immediately enhance programming by delivering Inmate Socialization Groups and Moral Reconciliation Therapy to the acute and non-acute behavioral health population of the jail (potentially housed in the BHHU). CFMG will also deliver counseling for symptom management, coping skills, anger management and preventing crisis episodes. We will provide an array of handout literature to support the specific needs of the individual. Socialization groups, enhance inmate abilities to learn social skills through supervised interactive environments focused on improving communication, interpersonal skills, coping skills, and diminishing social isolation.

The acute and non-acute behavioral health population in the jail will also be given regular sessions of Moral Reconciliation Therapy (1-3 times a week at 1-2 hour sessions by CFMG Mental Health Professionals). MRT is a powerful, highly effective evidence-based group program that changes how inmates make decisions and judgments, thereby raising moral reasoning. CFMG believes MRT will make a significant impact on Sonoma County inmate lives. It is geared to empower the inmate during their change process by teaching them that they have the ability to manage their mental illness, utilize community supports, meet their basic needs and have the power to take control of their lives. These inmates will begin to take responsibility for their own behavior and make healthier life choices.

MRT has been shown to:

- Reduce recidivism in more than 130 outcome studies
- Reduce recidivism by 30% to 50% for up to 20 years after release
- Increase offenders' moral reasoning, decrease dropout rates, increase life purpose, and reduce antisocial thinking and behavior
- Benefit high-risk offenders who resist treatment



MRT and Continuity of Care. MRT is ideal for a jail population because it is a systematic step-by-step cognitive restructuring approach allowing inmates to move from one MRT group to another without having to start over. By having their manual with them, they can be referred to catchment areas or service areas in the community where MRT models are being used. As part of MRT setup in the Sonoma County Detention Facilities, CFMG will collaborate with community partners (including providing MRT training) to continue MRT for inmates once they are released to the outside (Please see section 1.8 “Programming” for a detailed description).

Support Services. In conjunction with receiving MRT services and as part of our program, the following support services are provided for all acute and non-acute behavioral health inmates:

- **Discharge Planning.** Inmates will be provided intensive discharge planning. Ideally, the pre-release phase is implemented upon entry into the jail and includes regular meetings with the inmate, by our assigned Reintegration Specialist (MHP). There is intensive support in the areas of coordination of post release resources, bridging medications, providing prescription availability upon release, connecting the individual back to a community behavioral health provider, and linkage to other services.
- **Individual Treatment Planning.** A Mental Health Professional reviews and develops an individual treatment plan along with the multidisciplinary team. Each treatment plan is tailor-made to meet the inmate's individual needs, psychiatric and criminal history, goals, diagnosis, risks, cultural background, and level of functioning.
- **Intensive Case Management.** A Mental Health Professional is closely involved with the inmate and monitors his/her compliance with medication, engages in individual therapy as needed, and assesses the inmate's behavioral health, stability, anticipated pre-release needs, etc., during scheduled meetings.
- **Intensive Medication Management.** Each inmate is followed closely by the treatment team and medications will be monitored intensely by nursing staff, and the treating Psychiatrist.

1.18 Case Management/Discharge Planning – Describe scope of Case Management. Specifically include ability to provide services to assist with re-entry, reduce recidivism or relapse, encourage social reintegration, enhance public safety and communication and collaboration between medical, mental health, and correctional staff. Services will need to be provided to both sentenced inmates and pre-trial release inmates. Contractor must coordinate services with re-entry partners in order to evaluate eligibility for and access to programs and resources under the direction of SCSO.



CFMG understands the impact of an effective discharge plan in reducing recidivism rates and has devoted one (1) FT Reintegration Specialist specifically to provide consistency in “hand-off” of inmates into the community. We will partner with local community providers, collaborate and notify them as soon as we know the inmate's discharge date.

CFMG will develop discharge plans for inmates on the behavioral health caseload and will work collaboratively with the local community agencies to coordinate aftercare arrangements; make referrals to appropriate community programs; coordinate appointments with community providers; ensure medications are continued by providing, at a minimum, a prescription for medications.

Discharge planning for inmate-patients with chronic special needs will include, but is not limited to the following: a copy of pending or required follow up clinical appointments; a list of community resource locations and contact information; prescriptions called to a designated pharmacy as ordered by the medical provider to insure continuity of medications; and instructions for continuing medically necessary medications, diet, treatments, and/or clinical appointment.

1.19 Aftercare/Release Planning - Contractor must be able to demonstrate ability to evaluate the patient's aftercare needs for current, short-term and post-discharge/long-term care and attempt to engage the patient and persons in the patient's significant social network for assistance with the goal of successful transition to outpatient care upon release from jail. For patients with continued incarceration at lower levels of care, State prison, or State mental hospital care, the focus must be to assist the patient with more immediate treatment compliance and successful transition to the identified location. Please describe how you will provide these services.

As a behavioral healthcare provider, re-integration and re-entry services is a core competency for CFMG. We believe it is our responsibility to the inmates, to their families, to our partner/clients, and to the community as a whole to help inmates lead productive lives after they are released. CFMG will work with perseverance and focus to help inmates realize their potential and maximize their ability to reintegrate back in their communities. In doing so, CFMG will place a strong importance in a thorough aftercare plan because we know that, if done correctly, it can and will positively impact recidivism rates.

CFMG's re-integration and re-entry services will entail the use of a comprehensive behavioral health assessment and a Level of Risk Assessment (LSR-I) which identifies the inmate's strengths, weaknesses, and any existing support systems. Also assessed are past and present treatments, previous releases, which treatments the inmate has responded to in the past, and what motivates the inmate to succeed. Our Reintegration Specialist will create an individualized treatment plan (ITP) which will follow the inmate into the community at the conclusion of their custody, addressing issues including, but not limited to, safety, legal issues, substance abuse, basic needs, housing, medical, financial, psychological, medication management and



employment. The treatment plan will be based on the inmate's individual needs, goals, diagnosis, and level of functioning.

Pre-release planning will include applying for entitlements and coordinating start-up with any community service funding offices, i.e. Medicaid, and establishing initial appointments that coincide with the week/day of release. Housing and transportation plans are also developed with the inmate to prepare for the demands of program conditions once he or she is released from custody.

Partnerships with local non-profit and community-based organizations. CFMG takes pride in being an active member in the communities in which we operate. To this end, we are dedicated to partnering with local non-profit and community-based organizations to collaborate on any program services or resources needed for the inmate. CFMG believes in open communication and transparency with our community partners and even invite them once a quarter to attend our QA meetings. Additionally, more frequent meetings are held with community partners as requested or on an as needed basis.

Continuity of Care. Patients will receive continuity of care from admission to discharge while in the Sonoma County Jail facilities including referral to community care when indicated. Health care providers will obtain information regarding previous care when undertaking the care of a new patient. When the care of the patient is transferred, appropriate health information is shared with the providers in accordance with consent requirements.

We will communicate and coordinate with the Sonoma County Behavioral health, the Phoenix House for substance abuse, and the Public Defender's Office's Social Worker for Discharge Planning, and the Sonoma Sheriff's Department's Social Worker for inmates that would benefit from Medi-Cal application assistance on an "as needed" basis, and with any treating clinician to promote continuity of care.

A Transfer of Medical Information form will be completed and accompany inmates being transferred to another correctional institution. A prescription may be given to the inmate upon discharge by order of the physician. Inmates with individual, patient specific medications will have their medications sent with them when they are transferred.

(See also MRT and Continuity of Care, Section 1.8 "Programming.")

1.20 Collaboration with Medical Provider - Contractor shall be willing to work collaboratively with CFMG. Describe experience and process for collaborating with jail's medical provider for instances when inmate medical and inmate behavioral health services are provided by different organizations within a jail. Include details of collaborative methods and how potential issues will be addressed.

Confirmed. As your current medical provider, the transition of adding a behavioral healthcare component will be seamless. CFMG's long time partnership with Sonoma



County has been one built on trust, mutual respect and stability. We strongly believe Sonoma County is best served by a partner that you can trust and one that intimately understands you.

1.21 Medical / Mental Health Records – Contractor shall maintain appropriate mental health records. All inmate medical and mental health records are the property of the Sheriff. Describe your organization's recordkeeping system and how such system will allow for coordination with CFMG and the SCSO. Describe how records will be transitioned at the end of a contract.

CFMG is currently in the process of implementing our Electronic Medical Records system, CorEMR, and if we are awarded the opportunity to provide behavioral health services, we would fully integrate these services into CorEMR.

Medical Records Management

CFMG behavioral healthcare providers will continue to maintain individual, complete and dated health records consistent with state regulations, community standards of practice and CCR Title 15, IMQ (Health Records), IMQ 502 (Confidentiality of the Health Care Record), IMQ504 (Records Retention) as well as NCCHC accreditation standards.

All behavioral healthcare team members are responsible for maintaining current, accurate and legible medical records. The physician-patient confidentiality privilege applies to the medical/psychiatric record. Access to the inmate's medical record is controlled by the medical director, or designee, and limited to licensed health services providers and medical records personnel. Medical records are maintained in secure, locked storage cabinets within the medical section. The health authority or his designee will share information with the facility manager as necessary to deliver medical treatment and to preserve the health and safety of inmates and staff in accordance with state regulations.

All requests for healthcare information will require written consent of the inmate, guardian or subpoena. Alcohol and drug abuse information is confidential under federal regulations and can be disclosed only by specific written consent of the inmate or guardian. Release of Information forms are processed by the Program Manager or his/her designee. To ensure continuity of care as appropriate, CFMG will work to obtain previous medical and psychiatric records from the county and other outside providers.

Medical Records Audit

The Medical Director of CFMG or his designee monitors services provided by non-physician providers, including a focus on medical records quality, pharmaceutical practices and carrying out of direct or standing orders. CFMG has an established audit committee that includes our Program Manager and Medical Director. The audit committee performs focused medical record audits and reviews quarterly statistical data, inmate grievances, off-site referral and incident reports. The Medical Audit



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Committee is part of the Quality Assurance Committee and complies by IMQ accreditation standards as well as Title 15 and NCCHC rules and regulations. CFMG will submit an annual audit report on health care delivery and pharmaceutical services, noting corrective action taken as a result of audits.

Monthly reports will continue to be delivered to the Sheriff and Public Health Officer. The following reports are included in our monthly report distribution:

- Number of inmates seen at sick call by provider
- Detainees on medication by medication type
- Detainees on psychiatric medications
- Hospital admissions, patient days, average length of stay by diagnosis for medical and behavioral health
- Number of transfers to off-site hospital emergency departments
- Number of specialty consultation referrals
- Number of intake screenings
- Number of 14-day physical assessments
- Documentation on all medical screening/exams performed, including pre-booking screenings
- Medical refusals at time of initial booking
- Behavioral health grievances filed
- Number of diagnostic studies
- Number of communicable diseases reported, including AIDS exposure reporting in accordance with California Health and Safety Code and Title 15 California Code of Regulations, as well as NCCHC
- Number of suicide attempts, successes, and inmates or wards with suicide ideation, suicide precautions, number of hours held on suicide precaution
- Documentation that inmates and wards are receiving and ingesting their prescribed medication
- Documentation if an inmate's or ward's ordered medication was not administered and the reason
- Documentation of daily observation of inmates and wards placed in special safety housing cells or administrative segregation
- Confidentiality of Health Care Record

The physician-patient confidentiality privilege applies to the medical/psychiatric record. Access to the patients' medical record is controlled by the Medical Director, or designee. Adherence to applicable informed consent regulations and standards of the local jurisdiction are maintained.



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Access to medical records is limited to licensed health services providers and medical records personnel.

The health authority or his designee shares information with the facility manager as necessary to deliver medical treatment and to preserve the health and safety of inmates and staff in accordance with state regulations. All requests for medical information require written consent of the inmate, guardian or subpoena. Alcohol and drug abuse information is confidential under federal regulations and can be disclosed only by specific written consent of the inmate or guardian. "Release of Information" forms are processed by the Program Manager or his/her designee.

CFMG provides copies of medical records in any criminal or civil litigation to the designated Jail Administration upon written request of County Counsel.

Data necessary for the classification, transport, security and control of inmates is provided to the appropriate Sonoma County personnel. Medical records are made available to Sheriff's Office and County Counsel personnel when required to defend any cause of action by any inmate against the Sheriff and/or County.

HIPAA

We will comply with, and ensure that our officers, agents, employees, participants and volunteers adhere to the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, and the privacy and security business associate requirements.

Inactive / Active Medical Records

Inactive medical records will remain confidential and protected from destruction for a minimum of seven years. The medical and behavioral health record are combined. CFMG will return inactive medical records to the county for destruction.

Active and inactive medical or dental records/files must not be removed from the Sonoma County Jail without expressed permission from the Jail Commander or designee.

Transition of Medical Records to a New Provider

At the termination of the contract, all inmate medical records will remain the sole property of Sonoma County, and CFMG will cooperate in transitioning them to a new provider. In the event of future litigation, the prior contractor may have access to the records for litigation preparation brought on by third parties in connection with the prior agreement of services rendered by the contractor.

1.22 Transfer of Behavioral/Mental Health Records. Behavioral/Mental Health records of an inmate who is being transferred, shall be evaluated by



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behavioral/mental health staff and a transfer summary completed. Please describe how you will provide these services.

Confirmed. CFMG's medical record management processes include preparation of information for inmates transferring to another correctional facility. We prepare a copy of the inmate's current health record and either provide it electronically or place it in a sealed envelope marked "Confidential." We work with the Sonoma County Jail Administration to ensure the record accompanies the inmate. The original inmate record remains at the facility.

When an inmate transfers to a local hospital, clinic or specialty provider for healthcare services, CFMG medical team members will either provide an electronic copy or will prepare a copy of pertinent information from the inmate's current health record. We may send such information through a secured fax number to the provider. We will work closely with the Sonoma County Jail's Administration to ensure the record accompanies the inmate. The original inmate record will remain property of the SCSO.

1.23 **Transportation** – Arrange appropriate for inmate transportation to offsite facilities and coordinate with custody staff for use of SCSO transportation when appropriate and available.

Confirmed. CFMG staff will coordinate (as necessary) with custody staff to arrange for transportation for all off-site behavioral health appointments.



Section III: Staffing

Responders should provide details for every item listed in Section 2, Sub-Section 2 "Staffing" of this RFP.

Understood. Please refer to our proposed staffing below.

2.1 **Staff Role** – Proposals shall clearly identify all staff required to perform the services described in this RFP. List the types of staff and their required certifications and the roles each staff member will be performing.

As Sonoma County knows, and as described earlier, CFMG takes staffing and coverage by licensed healthcare professionals seriously, as evidenced by our **sub-10% staff turnover rate**, and our 33-year track record of committing to fill every shift. This is a reflection of our firm commitment to deliver for our customers; our passionate belief that the core requirement for any successful correctional healthcare program is to have the right people, properly trained, who share our passion for delivering great care; and the financial commitment to hiring, training, and retaining a great team.

This means that we don't cut corners when it comes to staffing. **We pay people fairly, provide excellent benefits, and treat our people well.** We never throw an untrained person into a new situation, which can lead to unhappy staff, poorly served inmates, and a dangerous level of inconsistency. **We provide at least two weeks of training to all new staff before they ever "fly solo,"** and we provide ample ongoing staff training.

Unlike many of our competitors, but like the Sonoma County Sheriff's Office, for 33 years we have built a **Relief Factor** into our planning and staff budgets. **Leave no shift unfilled** is one of our core principles, reflecting a commitment to **never** leave a position vacant when a member of our team is sick, on vacation, in training or otherwise absent. We build a solid, qualified PRN pool so that we rarely have to rely on temporary agency staffing to cover vacations, staff training, or unplanned absences. While we have often entered new contracts where agency staffing has been the norm, we almost never use temporary agency staffing on an ongoing basis.

All of this costs a little more. We know that we could reduce our cost to you by cutting corners...by not training our staff, and by not committing to 100% full staffing. But we know that isn't what Sonoma County wants or expects. We will spend your money wisely, and we guarantee that you will be satisfied with the results.

CFMG has reviewed current staffing patterns, populations, and requested programs as stated in the RFP, and has provided staffing estimates for: the Main Adult Detention Facility (MADF), the North County Detention Facility (NCDF), the 1370 Felony Restoration of Competency Program, the 1370 Misdemeanor Restoration of Competency Program, and the Behavioral Health Housing Unit (BHHU).

The broad range of behavioral health positions, roles, and responsibilities in our staffing proposals represents practitioners and clinicians who, with the right leadership, will



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advance the level of services provided to the inmates at the Sonoma County Detention Facilities. Through our expertise and intimate knowledge of the Sonoma County Detention Facilities, CFMG has arrived at this staffing framework to specifically address the following needs of the County as indicated by the RFP and NIC Technical Assistance Report (October, 2015):

- To increase the County's ability to provide quality behavioral health treatment for their incarcerated population
- To provide effective, efficient, cost-effective, and quality behavioral health services to the Sonoma County inmate population
- To provide behavioral health services which meets the needs of a detention facility and the local community
- To enhance the inmate's chances of successful re-entry
- To gain support in behavioral health training, guidance and program direction

CFMG is confident in the development of this staffing model, which we believe will significantly improve service delivery and treatment outcomes in the Sonoma County Detention Facilities.

MADF PROPOSED BEHAVIORAL HEALTH STAFFING

Position	Hours/ Wk	FTE
Psychiatrist	40	1.0
Psychiatric NP/PA	24	0.6
Mental Health Program Manager/ Director	40	1.0
Mental Health Clinician	304	7.6
Mental Health Clinician- Intake	56	1.4
Substance Abuse Counselor	40	1.0
Discharge Planner/Reintegration Specialist	40	1.0
Clerk	40	1.0

Position Descriptions

Mental Health Program Director/ Manager (Ph.D. or Psy.D.): The Mental Health Program Director is a Licensed Psychologist (with administrative experience) who is responsible for providing administrative and clinical oversight to the Behavioral Health and ROC Programs in the MADF and NCDF. This position is responsible for staff coverage and scheduling, on-call scheduling, assigning responsibilities, ensuring the delivery of services are appropriate and efficient, and ensuring all programs are operating at the level that mutually meets Sonoma County's and CFMG's expectations. The Mental Health Director/ Manager holds responsibilities as administrator, attending to administrative issues and duties as they arise, interfacing with jail administration staff as needed. The Mental Health Program Director/ Manager will minimally hold a clinical case load and will serve as a consult/clinician



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for advanced or difficult to manage cases. He/she is also on-call 24/7, and will support the MHPs and Psychiatrists in servicing the behavioral health needs of inmates in the MADF and NCDF. The Behavioral health Manager/ Director communicates and reports daily to the Medical Program Manager, and communicates on a regular basis with all behavioral health, Psychiatric and nursing staff. Responsibilities include but are not limited to:

- Oversight and management of all Behavioral health/ ROC Programs and its policies and procedures as dictated by CFMG and the facility
- Management of all clinician schedules
- Oversight and management of Clinician/ Counselor personnel. Assists in provision of training, guidance and accountability for each personnel as it pertains to adherence to facility and company expectations
- When not present, collaborates with the Program Manager to organize and manage clinician activities for each shift
- Manages production of work by all clinicians
- Reports to and communicates with the Program Manager on a daily or routine basis
- Works with all CFMG program management staff to accomplish program goals and expectations as set forth by CFMG and the Facility
- Ensures that all coverage needs, gaps, etc. and all counselor contractual hours are being met
- Holds all Clinicians/ Counselors accountable for their schedules, personal time off, and work
- Has complete knowledge of the duties and ability to perform duties expected of a Clinician/ Counselor
- Must be on-call during off –site hours and in times of need, or an emergency, must respond within one hour of the crisis call

Psychiatrist (M.D.): The Psychiatrist is a licensed board-certified Physician who will provide onsite coverage each week according to the facility's needs or scheduling requests. The Psychiatrist is responsible for all psychotropic medication needs and will also be on-call 24/7 when not onsite. Duties include:

- Serve as the Clinical Authority of the Sonoma County Detention Facilities Behavioral Health and Psychiatric Programs
- Review of psychiatric treatment history, psychiatric evaluation and diagnosis of psychiatric disorders using the Diagnostic and Statistical Manual of Mental Disorders- IV TR or V criteria



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- Treatment of acute and chronic psychiatric disorders (including side effects from medications) following community standards of care and prevention of psychiatric deterioration in the facility
- Outpatient and inpatient psychiatric care and use of outside psychiatric care facility when clinically appropriate.
- Individualized treatment plans developed and implemented by a multidisciplinary treatment team including medical, behavioral health, and security staff.
- Review of treatment history and prescribing psychotropic medications when clinically appropriate.
- Ordering and the application of therapeutic restraints, therapeutic seclusion, and involuntary medications when clinically appropriate, and using less restrictive treatment alternatives as soon as possible
- Assisting the facility in providing standard of care treatment that is the most therapeutically effective for the patient but also the most cost efficient

Psychiatric Nurse Practitioner/ Physician Assistant: The Psychiatric NP/PA is an Advanced Practice Registered Nurse or certified Physician Assistant with training in the provision of primary behavioral healthcare. This individual will provide onsite coverage each week according to facility needs or scheduling requests. He/she will be responsible for assisting with all psychotropic medication needs and will also be on-call, as needed. Under the direction and supervision of the Psychiatrist, the Psychiatric NP/PA will assist in:

- Evaluating, diagnosing, and treatment of acute and chronic psychiatric disorders utilizing DSM-IV TR or V criteria
- Identification and treatment of side effects stemming from certain psychotropic medications
- Providing outpatient and inpatient psychiatric care
- Providing crisis management care
- Participating in treatment planning if necessary
- Reviewing history /records and prescribing medications as necessary for the purpose of renewing or initiating medications

Mental Health Clinician/Mental Health Clinician-Intake (LMFT/LCSW/ LPC): The Mental Health Clinicians are Licensed Marriage and Family Therapists, Licensed Clinical Social Workers, or Licensed Professional Counselors, who will provide onsite coverage each week according to facility needs or scheduling requests. CFMG will ensure coverage is in compliance with MADF and NCDF needs for Intake/Booking, General Population, Behavioral Health Unit, Special Management Units, and future BHHU areas. On-call schedules will be determined upon arrival and CFMG will ensure coverage is adequate



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during demand times. MHPs will be responsible primarily for behavioral health assessments, thorough evaluations, crisis intervention, suicide prevention, segregation rounds, 1:1 supportive contact or individual therapy, group therapy, discharge planning and other required treatment services. Duties include, but are not limited to:

- Conducting behavioral health screening and evaluations upon intake
- Addressing non-emergency behavioral health requests
- Addressing emergency behavioral health requests or crises, including, but not limited to, suicide prevention
- Providing evidence based treatment services, support therapies, and educational tools to meet the behavioral health and substance abuse needs of all inmates
- Providing treatment and discharge planning
- Attending and conducting weekly multidisciplinary treatment team meetings.
- Completing Segregation and Close Observation rounds
- Other relevant duties as assigned

Substance Abuse/ AODA Counselor (LMFT/ LCSW): The Substance Abuse Counselor is certified in drug and alcohol addiction therapy and is licensed to provide substance abuse counseling. He/she will provide onsite coverage each week according to the facility needs or scheduling requests. The Substance Abuse Counselor will provide treatment to individuals with behavioral health, emotional or substance abuse challenges, including those addicted to alcohol and other drugs. He/she will assist the inmate and educate them on the mechanics or skills to deal with their addiction. Services include:

- Conducting individual therapy support and substance abuse group therapies
- Implementing necessary strategies to curb the practices of the substance abuse
- Working in coordination with other behavioral healthcare staff to address the inmate's behavioral health and substance abuse needs

Discharge Planner/ Reintegration Specialist (SW): The Discharge Planner or Reintegration Specialist is an unlicensed Social Worker specializing in pre-release or post-release case management. He/ she will assist in the coordination of community services for each MADF inmate and is responsible for the assessment of all inmates' discharge planning needs. He/she will assist in the implementation of re-entry care plans and provide ongoing support to all inmates in the areas of community behavioral health resources, substance abuse treatment, housing, employment, social relationships, and other relevant needs. Duties include (but are not limited to):

- Discharge planning for all inmates on the behavioral health caseload



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- Provision of case management services
- Pre-release and post-release interviews
- Contact with agency resources prior to release; contact with case manager/clinician/liaison working with inmate in the community
- Ensure scripts for medications are received upon discharge; provision of resources to obtain scripts or medications
- Coordination of medical benefits, social security, and other such services
- Coordination of outside behavioral health or substance abuse services
- Coordination of housing placement
- Provide relevant clinical information and data for quality initiative purposes

The Discharge Planner/Reintegration Specialist will also conduct groups and educational sessions on topics pertaining to: Life Skills, Job Skills and Parenting Skills.

Mental Health Clerk: The Mental Health Clerk is an administrative assistant focused on providing administrative and clerical support for the MADF and NCDF Mental Health Program. He/she will collaborate with the Mental Health Program Manager and Medical Program Manager in supporting the clerical needs of the behavioral health program. Duties include (but are not limited to):

- Support with all office, clerical and administrative work
- Support with program admission and discharge paperwork
- Support with patient scheduling, preparing patient treatment charts, and updating patient information

NCDF PROPOSED BEHAVIORAL HEALTH STAFFING

Position	Hours/ Wk	FTE
Psychiatric NP/PA	8	0.2
Mental Health Clinician	24	0.6

Position Descriptions

Psychiatric Nurse Practitioner/ Physician Assistant: The Psychiatric NP/PA is an Advanced Practice Registered Nurse or certified Physician Assistant with training in the provision of primary behavioral healthcare. This individual will provide 8 hours a week of coverage for the NCDF to address psychotropic medication needs including:

- Identification and treatment of side effects stemming from certain psychotropic medications
- Providing outpatient psychiatric care
- Providing crisis management care



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- Reviewing history /records and prescribing medications as necessary for the purpose of renewing or initiating medications

Mental Health Clinician (LMFT/LCSW/ LPC): This Mental Health Clinician or Professional is a Licensed Marriage and Family Therapist, Licensed Clinical Social Worker, or Licensed Professional Counselor, who will provide coverage 3 (8 hour) days a week at the NCDF. This Clinician will be available to provide behavioral health assessments, 1:1 supportive contact or individual therapy, group therapy, and other therapeutic services as needed, Duties include:

- Addressing non-emergency behavioral health requests
- Addressing emergency behavioral health requests or crises, including, but not limited to, suicide prevention
- Enhancing evidence based group treatments, support therapies and educational learning opportunities to include re-entry group sessions: Life Skills, Job Skills and Parenting Skills (please see section 1.8 “Programming.”)

~~BHHU PROPOSED BEHAVIORAL HEALTH STAFFING~~

Position	Hours/ Wk	FTE
Psychiatrist	8	0.2
Mental Health Clinician	40	1.0
Discharge Planner/ Reintegration Specialist	24	0.6

~~Position Descriptions~~

~~**Psychiatrist (M.D.):** This Psychiatrist is a licensed board-certified Physician who will be dedicated to the Behavioral Health Housing Unit population one day each week. Services include:~~

- ~~• Review of psychiatric treatment history, psychiatric evaluation and diagnosis of psychiatric disorders using the Diagnostic and Statistical Manual of Mental Disorders- IV TR or V criteria~~
- ~~• Treatment of acute and chronic psychiatric disorders (including side effects from medications) following community standards of care and prevention of psychiatric deterioration in the facility.~~
- ~~• Outpatient and inpatient psychiatric care and use of outside psychiatric care facility when clinically appropriate.~~
- ~~• Individualized treatment plans developed and implemented by a multidisciplinary treatment team, medical staff, behavioral health staff, and security staff.~~
- ~~• Ordering and the application of therapeutic restraints and therapeutic seclusion when clinically appropriate and using less restrictive treatment alternatives as soon as possible.~~



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- ~~Assisting the facility in providing standard of care treatment that is the most therapeutically effective for the patient but also the most cost efficient~~

~~**Mental Health Clinician (LMFT/LCSW/ LPC):** This Mental Health Clinician (MHC) or Professional (MHP) is a Licensed Marriage and Family Therapist, Licensed Clinical Social Worker, or Licensed Professional Counselor, who will be a full time clinician serving and dedicated to the BHHU only. Duties include:~~

- ~~Intensive Programming that includes: Group Therapy Treatments, Individual and Support Therapies, Psychoeducational Groups, and Socialization Groups (please see section 1.8 "Programming.")~~
- ~~Addressing routine behavioral health requests~~
- ~~Addressing emergency or crisis situations~~
- ~~Developing individual treatment plans with the multidisciplinary team as needed.~~

~~**Discharge Planner/ Reintegration Specialist (SW):** The Discharge Planner or Reintegration Specialist is an unlicensed Social Worker specializing in pre-release or post-release case management. He/ she will provide 24 hours of services to the BHHU each week. Duties include:~~

- ~~Provision of case management services~~
- ~~Pre-release and post-release interviews~~
- ~~Contact with agency resources prior to release; contact with case manager/clinician/liaison working with inmate in the community~~
- ~~Ensure scripts for medications are received upon discharge; provision of resources to obtain scripts or medications~~
- ~~Coordination of medical benefits, social security, and other such services~~
- ~~Coordination of outside behavioral health or substance abuse services~~
- ~~Coordination of housing placement~~
- ~~Conducting groups and educational sessions on topics pertaining to: Life Skills, Job Skills and Parenting Skills~~

1370 FELONY RESTORATION TO COMPETENCY PROGRAM PROPOSED STAFFING

Position	Hours/ Wk	FTE
Forensic Psychiatrist	24	0.6
Forensic Psychologist	30	.75
Mental Health Clinician	30	.75
Competency Trainer	40	1.0
Administrative Assistant	32	.80

****Note: CFMG Medical/ Nursing staff will also be used for support as needed.**



Position Descriptions

Forensic Psychiatrist (M.D.): The Forensic Psychiatrist specializes in Forensic or Correctional Psychiatry. He/ she will provide onsite coverage each week according to the program needs or scheduling requests. All patients in the program will be under the Forensic Psychiatrist's clinical authority. He/she will serve as the treatment team leader and will primarily be responsible for medication prescribing, management, stabilization and monitoring. In addition, the Forensic Psychiatrist will lead the treatment team in weekly meetings and discussions on the inmate's progress, as well as, report writing and review. The Forensic Psychiatrist will primarily be responsible for providing 30, 90-day progress summaries and declaration of competence to the courts. The Forensic Psychiatrist will also make court appearances, attend court proceedings and provide testimonies, if needed.

Forensic Psychologist (Ph.D. or Psy.D): The Forensic Psychologist specializes in Forensic or Correctional Behavioral Health. The Forensic Psychologist is primarily responsible for the competency assessment and plan upon an inmate's admission to the program. The Forensic Psychologist monitors and oversees the evaluations of all inmates entering into the program and will create a "restoration plan" including Psychometrics or Psychological Testing to rule out cognitive or psychiatric impairments, and malingering. The Forensic Psychologist will ensure that each patient has a treatment regimen tailored to his/her needs and that deficiencies identified from the competency assessment are listed and addressed by specific treatment interventions. The Forensic Psychologist will also assist in providing updates to the court (if needed) as well as testimonies.

Competency Trainer (LSW): The Competency Trainer is an education specialist who is primarily responsible for the educational and training component of the program. The Competency Trainer will utilize several cognitive remedial or restructuring techniques to teach basic legal concepts, as well as, helping the inmate understand his/her own legal situation. He/she will provide training, learning and education in a multimodal format, utilizing discussions, reading, video, and role-playing. The Competency Trainer will facilitate experiential methods such as "mock trial" exercises for the inmate with the involvement of the entire treatment team. Educational components for the program include (but are not limited to): Charges, severity of charges, sentencing, pleas, plea bargaining, roles of courtroom personnel, adversarial nature of the trial process, evaluating evidence, etc. Additional remedial and simplified cognitive techniques are also provided for IST's with specific cognitive or knowledge deficits.

Mental Health Clinician/ Counselor (LMFT/ LCSW/ LPC): The Counselor is responsible for 1:1 supportive or individual therapy, and group therapy sessions. The Counselor meets the patient for 1-2 hours/ wk for individual therapy sessions focused on developing coping techniques or other therapeutic strategies that may benefit the patient throughout the restoration and court process. The Counselor also offers 4 group therapy sessions a week.



Administrative Assistant: This clerical position will be responsible for management of all paperwork, reports, and summaries that may be requested as part of the inmate's participation in the program and/or legal proceedings. The Administrative Assistant also serves as a liaison between the courts and the program.

1370 MISDEMEANOR RESTORATION TO COMPETENCY PROGRAM PROPOSED STAFFING

Position	Hours/ Wk	FTE
Competency Trainer	32	0.8
Mental Health Clinician/ Counselor	10	.25

****Note: 1370 Felony program staff and base program staff will be used for additional service support for the 1370 Misdemeanor program. Psychiatric staff, for example, will be used to support medication prescribing and stabilization. 1370 Misdemeanor patients are also able to attend group sessions held by base program Clinicians. Additionally, if needed, base program Clinicians will provide individual therapy sessions to 1370 Misdemeanor patients.**

Position Descriptions

Competency Trainer (LSW): The Competency Trainer is an education specialist who is primarily responsible for the educational and training component of the program. The Competency Trainer will utilize several cognitive remedial or restructuring techniques to teach basic legal concepts, as well as, helping the inmate understand his/her own legal situation. He/she will provide training, learning and education in a multimodal format, utilizing discussions, reading, video, and role-playing. He/she will facilitate experiential methods such as "mock trial" exercises for the inmate with the involvement of the entire treatment team. Educational components for the program include (but are not limited to): Charges, severity of charges, sentencing, pleas, plea bargaining, roles of courtroom personnel, adversarial nature of the trial process, evaluating evidence, etc. Additional remedial and simplified cognitive techniques are also provided for IST's with specific knowledge deficits.

Mental Health Clinician/ Counselor (LMFT/ LCSW/ LPC): The Counselor is responsible for 1:1 supportive or individual therapy, and group therapy sessions. The Counselor meets the patient for individual therapy sessions focused on developing coping techniques or other therapeutic strategies that may benefit the patient throughout the restoration and court process. The Counselor also offers several group therapy sessions a week.



2.2 Contract Administrator – Staffing plans should describe how contract administration will be handled and the FTE commitment to contract administration and BHS management.

Confirmed. CFMG has several managers dedicated to contract administration and ensuring all behavioral health programs are compliant with Sonoma County and contract expectations.

CFMG has dedicated 1.0 FTE Mental Health Program Director/ Manager who will be a high level, seasoned Clinician (Licensed Psychologist), with strong administrative and correctional experience. He/she will be responsible for providing administrative and clinical oversight to the behavioral health and 1370 Restoration to Competency programs in the MADF and NCDF. This position is responsible for staff coverage and scheduling, on-call scheduling, assigning responsibilities, ensuring the delivery of services are appropriate and efficient, and ensuring all programs are operating at the level that mutually meets Sonoma County and CFMG's expectations. He/she communicates and reports daily to the Medical Program Manager, and communicates on a regular basis with John Eby, Regional Director, Mental Health Services.

CFMG's management of the behavioral health contract will be streamlined and routed to our existing Program Manager. CFMG's Program Manager, Debra Kolman will hold overall accountability and responsibility for both Medical and Behavioral Health Operations and Contractual requirements. Behavior Health Services will fall under Ms. Kolman's purview with the Mental Health Program Director / Manager reporting directly to her. Similar to the medical contract, Debra will report directly to Yvonne Maxfield, CFMG's Operations Director, for any behavioral health services or contractual issues that may arise.

CFMG believes that by having both Medical and Behavioral Health services provided by CFMG, significant operational and cost efficiencies can be achieved. Additionally, having one company manage all medical and mental health services will lead to increased consistency, communication, and continuity of care.

2.3 Re-entry Services – Indicate your organization's ability to provide staff to assist with inmate re-entry support (refer to Section 1.18).

Confirmed. Please see CFMG response to section 1.18 “**Case Management/ Discharge Planning**” and 1.19 “**Aftercare/Release Planning.**”



2.4 **Staffing Schedule** – Describe how each staff member identified in Item 2.1 above will be assigned to provide coverage at both facilities. Include a 24 hour, 7-day staffing plan. Explain how vacant shifts are filled. Plans need to address how relief (coverage for sick, vacation) will be provided.

SONOMA MADF STAFFING PLAN

Staffing Plan - Main Adult Detention Facility (ADP 736)										
Position	Scheduled Hours							Total Hours	FTEs	Facility
	SUN	MON	TUE	WED	THU	FRI	SAT			
Day Shift										
Psychiatrist			8.00	8.00	8.00	8.00	8.00	40.00	1.00	MADF
Psychiatric NP/PA	8.00	8.00	8.00					24.00	0.60	MADF
Mental Health Program Director		8.00	8.00	8.00	8.00	8.00		40.00	1.00	MADF
Mental Health Clinician	16.00	24.00	16.00	24.00	16.00	24.00	16.00	136.00	3.40	MADF
Mental Health Clinician- Intake	8.00	8.00	8.00	8.00	8.00	8.00	8.00	56.00	1.40	MADF
Substance Abuse Counselor		8.00	8.00	8.00	8.00	8.00		40.00	1.00	MADF
Discharge Planner/Reintegration Specialist		8.00	8.00	8.00	8.00	8.00		40.00	1.00	MADF
Clerk		8.00	8.00	8.00	8.00	8.00		40.00	1.00	MADF
Evening Shift										
Mental Health Clinician	16.00	16.00	16.00	16.00	16.00	16.00	16.00	112.00	2.80	MADF
Night Shift										
Mental Health Clinician	8.00	8.00	8.00	8.00	8.00	8.00	8.00	56.00	1.40	MADF
Totals								584.00	14.60	

Sonoma MADF Coverage Plan:

Mental Health Services Oversight and Management. For MADF and NCDF behavioral health services programs, one (1) FTE Mental Health Program Manager/ Director will be present on-site, Monday to Friday from 8am to 5pm. This Manager will provide oversight, management and support to all behavioral health and Psychiatric services delivered to the inmates at both MADF and NCDF. The Mental Health Program Manager will be on-call 24/7 and will respond on-call to emergencies within 1 hour.

Psychiatric Services Coverage. Psychiatric prescribing and monitoring will be covered 24/7 through on-site and on-call services. A Psychiatric prescriber will be on-site 7 days a week during day shift. A Psychiatric NP or PA will provide coverage from 8am- 5pm Sunday to Tuesday, and a Psychiatrist will provide coverage from 8am-5pm Tuesday to Saturday. Eight hours of psychiatric prescriber hours are available on-site every day of the week with the exception of Tuesdays, when 16 hours of psychiatric prescriber hours are available. When the Psychiatrist or Psychiatric NP/PA are not on-site, they will be on-call and available to respond to emergencies or crisis situations within one (1) hour.

General Mental Health Services Coverage. For the MADF facility, mental health services will be covered on-site 24/7 by 7.6 FTE Mental Health Clinicians. On day shift, at least 2 Clinicians will be on-site 7 days a week. For Monday, Wednesday, and Fridays (on day



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shift), an additional Clinician will be present to assist with group treatment programming for acute and non-acute behavioral health inmates. These clinicians will hold 8 hour shifts and will be onsite from 7am-3 pm. For evening shift, at least 2 Clinicians will be on-site 7 days a week. For night shift, 1 Clinician will be onsite 7 days a week. Both evening and night shift Clinicians will hold 8 hour shifts, with the evening clinicians scheduled from 3 pm to 11pm, and night Clinicians scheduled from 11pm to 7am. These clinicians will not be on-call and will attend to all emergencies and crises 24/7 on-site.

In addition to programming services provided by the general Mental Health Clinicians, CFMG has dedicated one (1) FTE Substance Abuse Counselor and (1) FTE Discharge Planner/Reintegration Specialist to serve the substance abuse and re-entry needs of the behavioral health population at MADF. The Substance Abuse Counselor will be on-site 5 days a week, Monday to Friday from 8 am to 5 pm. The Discharge Planner/Reintegration Specialist will also be on-site 5 days a week, Monday to Friday from 8am to 5pm.

MADF Intake. For the MADF Intake area, 1.4 FTE Intake Mental Health Clinicians are assigned to cover intake assessments for all newly admitted inmates. These Clinicians will be on-site 7 days a week from 8 am to 5pm. Any new admissions requiring a behavioral health intake assessment during evening and night shift will be covered by the evening and night Behavioral Health Clinicians.

Support Staff. CFMG has dedicated one (1) FTE Clerk or Administrative Assistant staff to support the program at MADF. This support staff will be on-site 5 days a week, Monday to Friday from 8am to 5pm.

SONOMA – NCDF STAFFING PLAN

Sonoma County, CA Behavioral Health Staffing Plan - North County Detention Facility (ADP 346)										
Position	Scheduled Hours						Total Hours	FTEs	Facility	
	SUN	MON	TUE	WED	THU	FRI				SAT
Day Shift										
Psychiatric NP/PA				8.00				8.00	0.20	NCDF
Mental Health Clinician		8.00		8.00			8.00	24.00	0.60	NCDF
Totals								32.00	0.80	

Sonoma NCDF Coverage Plan:

The Sonoma NCDF behavioral health program services will be overseen by the MADF Mental Health Program Manager. Services at the NCDF will include psychiatric care delivered by a Psychiatric NP/PA who will be on-site 1 weekday a week for 8 hours. CFMG wants to enhance programming at this site and has dedicated 24 hours of a Mental Health Clinician to provide group therapies, support therapies and Psychoeducational sessions. This Mental Health Clinician will be on-site Monday, Wednesday, and Friday from 8am to 5pm. If any psychiatric emergencies arise that need higher level care or additional resources, these emergencies will be handled by MADF medical and behavioral health staff.



Vacation/Sick Coverage

As Sonoma County is aware, unlike many of our competitors, for 33 years we have built a **Relief Factor** into our planning and staff budgets. **Leave no shift unfilled** is one of our core principles, reflecting a commitment to **never** leave a position vacant when a member of our team is sick, on vacation, in training or otherwise absent. We build a solid, qualified PRN pool so that we rarely have to rely on temporary agency staffing to cover vacations, staff training, or unplanned absences. While we have often entered new contracts where agency staffing has been the norm, we almost never use temporary agency staffing on an ongoing basis.

2.5 Meetings, Committees, Internal Review – It is expected that Contractor will assign a qualified professional to attend and participate in regular medical and BHS committee meetings and other administrative meetings as requested. The objective of the committee will be to assure quality health care is accessible to all inmates. Attendance at meetings shall include participation of BH staff to report on issues of concern and cooperate on an ongoing basis with designated representatives. Contractor shall collaborate and participate in meetings, committees, and audits, and will be responsible for developing, recommending and implementing all future policies and procedures necessary for the operation of the health care program. Contractor shall also participate, as requested, on SCSO committees related to inmate behavioral/medical healthcare, including providing service information and statistics.

Confirmed. Debra Kolman will hold overall administrative responsibility for health care services, including the daily coordination of services, monitoring on-site and off-site health care services to insure the quality, appropriateness and timeliness of care, as well as overseeing the recruitment of nursing personnel. Ms. Kolman will prepare monthly reports and behavioral health program statistics, and continuously reviews the healthcare program to ensure compliance with CFMG policies, Title 15, IMQ and NCCHC requirements and community standards.

Ms. Kolman will facilitate coordination of services for both medical and behavioral health and will ensure that there is collaboration between medical, behavioral health and custody. Ms. Kolman will also participate in multi-disciplinary meetings to ensure that special needs inmates are identified and treatment and follow up is initiated as needed. The Mental Health Program Manager/ Director will also accompany Ms. Kolman in these meetings.

Ms. Kolman will be the liaison with the Sheriff's Department regarding the delivery of health and behavioral healthcare services. Ms. Kolman has an intimate understanding of Sonoma County's healthcare requirements and promotes a hands-on approach to management.



2.6 **BHHU** – Please indicate the number and type of staff needed to provide enhanced programming to approximately 60 non-acute behavioral health inmates.

SONOMA – BHHU STAFFING PLAN

Sonoma County, CA Behavioral Health Staffing Plan - BHHU (ADP 60)										
Position	Scheduled Hours							Total Hours	FTEs	Facility
	SUN	MON	TUE	WED	THU	FRI	SAT			
Day Shift										
Psychiatrist				8:00				8:00	0.20	BHHU
Mental Health Clinician		8:00	8:00	8:00	8:00	8:00		40:00	1.00	BHHU
Discharge Planner/Reintegration Specialist			8:00	8:00	8:00			24:00	0.60	BHHU
Totals								72:00	1.80	

Sonoma BHHU Coverage Plan:

The Sonoma County BHHU Program services will also be overseen by the MADF Mental Health Program Director. When this unit is up and running, CFMG will dedicate 1 FTE Mental Health Clinician and 24 hours of a Discharge Planner/Reintegration Specialist to provide intensive programming to this unit. The 60 non-acute behavioral health inmates in this unit will receive both individual and group treatment programs 5 days a week, Monday through Friday from the Mental Health Clinician, and 3 days a week (Tuesday, Wednesday, and Thursday) of reintegration services by the Discharge Planner/Reintegration Specialist. Additionally, 8 hours a week of a Psychiatrist will be dedicated to this unit to cover psychiatric medication needs.

Please also see responses for sections: 1.17 "BHHU" and 2.1 "Staff Role."

2.7 **1370 Misdemeanor Restoration to Competency Program** – Please indicate the number and type of staff needed to provide restoration services (refer to workload in Section 1.1.3 and Item 1.16 in Section 2 above).

SONOMA – 1370 MISDEMEANOR RESTORATION TO COMPETENCY PROGRAM STAFFING PLAN

Sonoma County, CA Behavioral Health Staffing Plan - 1370 Misdemeanor Restoration to Competency Program										
Position	Scheduled Hours							Total Hours	FTEs	Facility
	SUN	MON	TUE	WED	THU	FRI	SAT			
Day Shift										
Mental Health Clinician			8:00		2:00			10:00	0.25	1370 M
Competency Trainer		8:00	8:00	8:00	8:00			32:00	0.80	1370 M
Totals								42:00	1.05	



Sonoma 1370 Misdemeanor Restoration to Competency Coverage Plan

The 1370 Misdemeanor program is supported by the 1370 Felony program described below in section 2.8. 1370 Misdemeanor patients are given counseling and competency training by a .25 FTE (10 hours/week) Mental Health Clinician, 2 days a week (8 hours Tuesday, 2 hours Thursday), and a 0.8 FTE (32 hours/week) Competency Trainer, 4 days a week for 8 hours each day. 1370 Felony program staff and base program staff will be used for additional service support for the 1370 Misdemeanor program. Psychiatric staff, for example, will be used to support medication prescribing and stabilization. 1370 Misdemeanor patients are also able to attend group sessions held by base program clinicians. Additionally, if needed, base program clinicians will provide individual therapy sessions to 1370 Misdemeanor patients.

The 1370 Misdemeanor program will operate primarily on day shift during business hours (8am to 5 pm) Monday to Friday. No staff member on the 1370 Misdemeanor program will be on-call. If emergencies arise with a 1370 Misdemeanor patient, these are handled through the base program psychiatric staff.

Please also see responses for sections: 1.16 "1370 Misdemeanor Program" and 2.1 "Staff Role."

2.8 1370 Felony Restoration to Competency Program – The County has plans to implement an in-house program for the provision of restoration of competency treatment services for individuals found by the courts to be Incompetent to Stand Trial (IST). The program is being designed for 10 inmates. Please indicate whether your firm will be able to provide these services and the number and type of staff needed to facilitate this program.

CFMG's program structure for Restoration to Competency Services for the Sonoma County Felony IST inmates is designed to provide intensive restorative treatment, using vigorous and targeted interventions which focus on: Objective competency assessment upon admission; Aggressive medication and management of symptoms; management of the mental disorder; Individualized treatment plan addressing areas of therapeutic intervention; Multi-modal, experiential and remedial training modules; Assessment of Competency using evidence-based tools; and reporting deliverables to the court. CFMG's goal is to improve the level of cognitive functioning of those inmates whose return to court is hindered by an inability to comprehend basic legal proceedings and an inability to assist in their own defense.

CFMG believes that implementing a jail-based 1370 Felony Restoration to Competency program in Sonoma County will be beneficial in the following ways:

- Benefits to the inmate
 - Significantly reduces delays in treatment
 - More prompt provision of due process



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- Continuity of medical, behavioral health, and milieu care in the jail (in the context of competency)
- Continuity of social support due to proximity to family and friends
- Benefits to the County
 - Convenience due to program in one location.
 - Savings from reduced cost for transportation, reduced cost from long waits for hospital beds, reduced cost from increase length of State admission time and length of stay.
 - Reduced strain in managing behavioral outbursts due to virtually no admission delays.

CFMG's hands-on Forensic Treatment Team experts have designed an evidence-based program tailored specifically to the Sonoma County Felony IST inmates. CFMG's 1370 Felony model has been shown to have a 94% restoration rate and an average restoration time of 30 to less than 90 days. Our experts will be responsible for implementing, managing and monitoring this jail-based 1370 Felony program in the Sonoma County Detention Facilities:

Taylor Fithian, MD- CFMG Chief of Behavioral Health Services: Dr. Taylor Fithian is board certified in Psychiatry and board eligible in Emergency Medicine. He has over 31 years of correctional and forensic experience in jails, providing psychiatric management and direct care to over 14,000 inmates. He has conducted well over a thousand competency evaluations in more than 10 counties in California. He is a designated expert in both state and federal courts and has testified on the constitutional rights of incarcerated individuals throughout our country. He has helped defend county jails and state and federal prisons in CA, NY, TX, NV, MN, WY, and AZ against claims of deliberate indifference. He continues to provide direct patient care in CA, NM, and Oregon. Currently, Dr. Fithian is in the process of developing Restoration to Competency Program solutions for identified counties in CA.

J. Holden, Ph.D., CFMG Behavioral Health Clinical Consultant Team Member: Dr. J. Holden is a California licensed psychologist. He is a published researcher, Diplomate of the American College of Forensic Examiners, Diplomate of the American Psychotherapy Association, and Board Certified Behavior Analyst. Dr. Holden has 46 years of experience as a mental health professional, 21 years of performing forensic evaluations, and 7 years of developing and administering community- and jail-based competency training programs for both Intellectually/Developmentally Disabled (IDD) and Seriously Mentally Ill (SMI) criminal defendants. Dr. Holden studied competency training and was trained and supervised by Chris White, the developer of the first competency training curriculum for IDD defendants at California's Porterville Developmental Center. Dr. Holden is the developer of "The Mendocino Method" of jail-based competency training which has been implemented in community settings since 2009 and at the Mendocino County jail since early 2014. The jail-based program for SMI misdemeanor defendants achieved an 83%



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competency restoration rate for participants in its first two years, with an average restoration time of 42 days from referral to report, saved taxpayers over \$2 million, and saved SMI defendants over 5,000 days of locked confinement due to lack of trial competency. Dr. Holden has made invited presentations of "The Mendocino Method" to the National Association of Dually Diagnosed, and to the Criminal Justice Committee and the Small Counties Strategic Planning Committee of the California Behavioral Health Directors Association. He is scheduled to make an invited presentation at the annual conference of the Forensic Mental Health Association of California in March of 2017.

Elizabeth Falcon, Psy.D. | CFMG Behavioral Health Clinical Consultant Team

Member: Dr. Elizabeth Falcon is a Correctional and Forensic Psychologist specializing in Program Strategy, Direction, Development, Implementation and Monitoring of programs for prison and jails including: MH Services, SA Services, Reentry and Reintegration, Jail Diversion, Competency Evaluation Programs, and Restoration of Competency. Dr. Falcon has over 16 years of correctional mental health and behavioral health care experience in both the clinical and administrative sectors, and has developed, implemented and managed jail behavioral health programs (including Restoration to Competency Programs) in over 24 states totaling over 200 facilities. Dr. Falcon has developed and operated Restoration of Competency Programs for jails in California, Arizona and Texas.

John Eby | Regional Director, Mental Health Services: John brings over 25 years of experience in the field as a Correctional Mental Health Professional. In John's capacity, he will provide management, oversight and direct clinical consultation to the Sonoma County Behavioral Health Program and all Clinicians. John is a dedicated, hands-on manager whose function ultimately is to work closely with Facility Administration, the Program Manager, and on-site behavioral health staff to assist with ensuring success for our behavioral health programs. John will start-up, manage and monitor Sonoma County's behavioral health programs including: Monitoring progress and provision of quality assurance checks for behavioral health operations, group programming, training for all health, behavioral health and security staff, and collaboration with community partners and other stakeholders.



PROGRAM OVERVIEW

SONOMA – 1370 FELONY RESTORATION TO COMPETENCY PROGRAM STAFFING PLAN

Sonoma County, CA Behavioral Health										
Staffing Plan - 1370 Felony Restoration to Competency Program										
Position	Scheduled Hours							Total Hours	FTEs	Facility
	SUN	MON	TUE	WED	THU	FRI	SAT			
Day Shift										
Forensic Psychiatrist		8.00		8.00		8.00		24.00	0.60	1370 F
Forensic Psychologist		10.00		10.00		10.00		30.00	0.75	1370 F
Mental Health Clinician		8.00		8.00	6.00	8.00		30.00	0.75	1370 F
Competency Trainer		8.00	8.00	8.00	8.00	8.00		40.00	1.00	1370 F
Administrative Assistant		8.00	8.00	8.00	8.00			32.00	0.80	1370 F
RN	Will use CFMG medical staff, as needed							0.00	0.00	1370 F
Totals								156.00	3.90	

Sonoma 1370 Felony Restoration to Competency Coverage Plan:

The 1370 Felony program is covered by mostly part-time staff who are scheduled on day shift. The Forensic Psychiatrist will be on-site Monday, Wednesday and Friday for 8 hours each day. The Forensic Psychologist is on site Monday, Wednesday, and Friday for 10 hours each day. The Mental Health Clinician is on-site Monday, Wednesday and Friday for 8 hours each day, plus 6 hours on Thursday. The 1.0 FTE Competency Trainer is on-site Monday to Friday for 8 hours each day, and the Administrative Assistant is onsite Monday thru Thursday for 8 hours each day.

CFMG's 1370 Felony program will operate primarily on day shift during business hours (8am to 5 pm) Monday to Friday. No staff member on the 1370 Felony program will be on-call. If emergencies arise with a 1370 Felony patient, these are handled through the base program psychiatric staff.

Staffing Description. The treatment team staffing requirements are based on the number of available beds open for referral of 1370 Felony inmates at any given point to the program. CFMG's 1370 Felony program is designed for a "milieu" (group) setting model, ideal for Sonoma County's plan to designate a separate unit to hold 1370 Felony inmates.

The number of hours for each position is determined based on the baseline number of practitioner hours required to intensively treat 0-10 1370 Felony inmates. All staff will be local, appropriately licensed, experienced and/or trained, and will be expected to provide services according to assigned hours on-site at the jail location. Each practitioner has a role, responsibility and function as part of the team:

Forensic Psychiatrist (M.D.): All patients in the program will be under the Forensic Psychiatrist's clinical authority. The Forensic Psychiatrist serves as the treatment team leader and will primarily be responsible for medication prescribing, management, stabilization and monitoring. In addition, he/she will lead the treatment team in



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weekly meetings and discussions on the inmate's progress, as well as, report writing and review. The Forensic Psychiatrist will primarily be responsible for providing 30, 60, 90-day progress summaries and declaration of competence to the courts. The Forensic Psychiatrist will also make court appearances, attend court proceedings and provide testimonies, if needed.

Forensic Psychologist (Ph.D. or Psy.D.): The Forensic Psychologist is primarily responsible for the psychological evaluation, competency assessment, psychometric testing, screening, and restoration plan for all inmates entering the program. The Psychologist creates a "restoration plan" including conducting Psychometrics or Psychological Testing to rule out cognitive or psychiatric impairments, and malingering. The Psychologist will ensure that each patient has a treatment regimen tailored to his/her needs and that deficiencies identified from the competency assessment are listed and addressed by specific treatment interventions. The Psychologist will also assist in providing updates to the court (if needed) as well as testimonies.

Competency Trainer (LSW): The Competency Trainer is an education specialist who is primarily responsible for the educational and training component of the program. The Competency Trainer will utilize several cognitive remedial or restructuring techniques to teach basic legal concepts, as well as, helping the inmate understand his/her own legal situation. The Competency Trainer will provide training, learning and education in a multimodal format, utilizing discussions, reading, video, and role-playing. He/she will facilitate experiential methods such as "mock trial" exercises for the inmate with the involvement of the entire treatment team. Additional remedial and simplified cognitive techniques are also provided for IST's with specific knowledge deficits.

Mental Health Clinician/ Counselor (LMFT/ LCSW/ LPC): The Counselor is responsible for 1:1 supportive or individual therapy, and group therapy. The Counselor meets the patient for 1-2 sessions weekly for at least 1 hour each session. Sessions are focused on developing coping techniques or other therapeutic strategies that may benefit the patient throughout the restoration and court process. The Counselor also offers 4 group therapy sessions a week.

Administrative Assistant: The Administrative Assistant is responsible for management of all paperwork, reports, and summaries that may be requested as part of the inmate's participation in the 1370 Felony program and/or legal proceedings. The Administrative Assistant also serves as a liaison between the courts and the program. An important function of the Administrative Assistant is to track data deliverables to the County. For example: Total inmates admitted to the program by name, date, etc.; number of individuals successfully restored; number of formal evaluations and reports to the court; date of admission and length of time from admission inmate was declared competent; demographics of inmates served and diagnosis; number of malingerers.

Program Description. CFMG's jail-based 1370 Felony program is a treatment intensive, milieu-based model that quickly facilitates competency through intensive



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medication treatment, group and individual therapy. After an inmate has been found incompetent to stand trial he will be referred to participate in the CFMG 1370 Felony program. For each inmate the county wishes to refer to this program, the following information will be requested:

1. Arrest report
2. Competency Evaluation (Independent)
3. Court Order to Restoration to Competency Program
4. History of any assaultive behaviors (before and after incarceration)
5. A summary of charges and classification
6. Past treatment records: medical and behavioral health history
7. Past and present medications
8. Other relevant information

This program allows for "Restoration to Competency Inmates" to be housed as classified, unless otherwise indicated based on the inmate's history of assaultive behaviors and/or current acuity of symptoms (i.e. severe psychosis or severe impulsivity). Upon admission to the program or unit, the inmate will be given a thorough psychological and competency workup by the Forensic Psychologist.

The Forensic Psychologist will administer a battery of tests and develop a Restoration Plan. He/she will conduct an objective competency assessment where specific deficits that resulted in incompetency are identified. These deficits will be individually listed in the patient's treatment plan and will be aggressively targeted throughout the patient's treatment course. The Forensic Psychologist will conduct additional testing if certain cognitive impairments or malingering diagnoses are in question. The psychological work-up includes:

- A clinical interview whereupon psychosocial, psychiatric, legal history information is obtained, and a Mental Status Exam (MSE) is conducted; an assessment of barriers to competency is also conducted.
- Psychological testing using standardized psychological tests; further personality testing using the Psychological Assessment Inventory (PAI); and neuropsychiatric screening for Traumatic Brain Injuries, Dementia, or other Cognitive Deficits, if indicated. Possible tools that may be used: Mini-Cog, Repeatable Battery for the Assessment of Neuropsychological Status (RBANS); Wide Range Achievement Test-4 (WRAT-4).
- An assessment of trial competency; Possible tools that may be used: Competency Assessment to Stand Trial (CAST-MR), Georgia Court Competency Test (GCCT), Evaluation of Competency to Stand Trial (ECST-R), Competency Assessment Instrument-H (CAI-H), Competency Screening Test (CST), Fitness Interview Test (FIT), MacArthur Structured Assessment of Competence- Criminal Defendants (MacSAC-CD), MacArthur Competency Assessment Tool-Criminal



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Adjudication (MacCat-CA), Computer Assisted Determination of Competency to Proceed (CADCOMP)

- Assessment of Malingering; Possible tools that may be used: Miller Forensic Assessment of Symptoms (M-FAST), Structured Interview of Reported Symptoms - 2nd Edition (SIRS-2), Test of Memory Malingering (TOMM); Test of Malingering Incompetency (TOMI); Georgia Atypical Presentation (GAP), Structured Inventory of Malingered Symptoms (SIMS), Inventory of Legal Knowledge (ILK)

Please refer to [Appendix 9](#) for samples of the tests mentioned above.

The inmate will be given a thorough medication evaluation by the Forensic Psychiatrist and will immediately be stabilized on medications as deemed appropriate. If an inmate refuses to take medications, the Forensic Psychiatrist will work with Jail administration to present the inmate's case to the Judge and will subsequently obtain an order for involuntary medications.

IST patients often lack the capacity to give informed consent for treatment. CFMG believes that it's essential that treatment decisions are addressed per local hospital and state law policies. The restoration to competency team will provide strategies to motivate and incentivize patients to adhere to treatment and be compliant with medications.

CFMG believes in immediate medication stabilization so the restoration process is not further delayed. Stabilization through medication will require strict monitoring of side effects and compliance. It is CFMG's belief that the success of any restoration to competency program lies in how well the treatment team can stabilize an inmate on their medications and correspondingly, how well an inmate can then engage in therapeutic tasks. When an inmate is stable and able to engage with his environment or a therapeutic milieu, the inmate can be on his way to being restored.

Milieu Treatment. The ability to house IST inmates in a milieu or group setting is key in facilitating their recovery. The sense of relatedness that can be created in a dorm or group setting satisfies an important psychological need and can promote intrinsic motivation and task engagement. CFMG's Mental Health Clinician will facilitate use of the unit milieu and conduct daily community and group programming. Inmate Socialization Programs will be delivered in the unit to enhance the milieu, develop socialization skills, encourage peer interactions and group exercise. These sessions will provide a safe, supervised setting for social interactions so inmates can learn skills to succeed in the community or open public settings, such as the court room. For some inmates, these interactions diminish the desire to isolate and can help them develop coping skills, improve their communication and cooperation with other inmates or custody staff.

Once an inmate has demonstrated improved behavior and mental status through being programmed and stabilized on psychotropic medications, CFMG's Competency Trainer will work with the inmate utilizing cognitive remedial techniques and other exercises to train and educate the inmate on mainstays of the court process. The



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Trainer will assist the inmate to better able to learn his charges and other legal information through individual or group sessions.

The Competency Trainer will provide educational material presented in a multimodal format using: Discussions, reading material, lectures, individual instructions, role-playing, videos, mock trials, etc. Elements of the defendant's court proceedings will be addressed:

- a) Criminal Charges; Severity of Charges; Felony vs. Misdemeanor
- b) Sentencing
- c) Pleas, Guilty or Not Guilty, Not Guilty by Reason of Insanity; Plea Bargaining
- d) Roles of Courtroom Personnel
- e) Evaluating Evidence
- f) Adversarial Nature of the Trial Process
- g) Court Room Behavior
- h) Assisting Counsel in Conducting a Defense
- i) Probation and Parole

Simultaneously, a counselor meets 2x weekly with the 1370 Felony patient for 1 hour each session. These sessions are focused on developing coping or other therapeutic techniques that may benefit the patient throughout the restoration and court process. Moral Reconciliation Therapy (MRT), an evidence-based cognitive restructuring group therapy will also be delivered to 1370 Felony inmates. MRT is ideal for these patients as treatment curriculums are tailored specifically for the Severely Mentally-Ill inmate. MRT will be part of the 4 group sessions a week that will be provided for this population.

To further reinforce the court process, mock trials are facilitated by the Competency Trainer and conducted involving the treatment team. The patient is periodically reassessed by the treatment team for progress towards restoration. Progress of the interventions are measured and a decision is made to either incorporate further treatment elements or slightly modify the patient's plan. On a weekly basis, the treatment team meets to review progress of patients admitted within their thirty days. They are subsequently reviewed every 14 days thereafter and when the patient is considered to be restored and discharged.

This 1370 Felony model has been proven to have a 94% restoration rate. The course of restoration utilizing this program will average from 30 to less than 90 days with a maximum of 120 days on rare occasions. The goal for this program is to have an average restoration rate of 90-95% in no more than 60-70 days. The treatment team will provide the Court 30, 60 and 90-day summary reports of the inmate's progress and/ or a recommendation for restorability as collaboratively determined by the treatment team and as written and certified by the Forensic Psychiatrist.

Inmates who have been restored to fitness will continue their stay at the facility and will continue medication treatment as prescribed without disruption. They are designated



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as 1370 Felony maintenance inmates and will be managed by CFMG's treatment team through the regular jail medical and behavioral health contract. Medication administration will be the responsibility of CFMG and will also be managed through the regular jail medical and behavioral health contract. With having all medical and behavioral health programs under CFMG's purview, management of 1370 Felony patients from their treatment to their restoration process, will be seamless.

In Summary. CFMG's jail- based 1370 Felony program for Sonoma County will comprise the following:

1. Review of Records: Review of placement report, court report, background information, and other clinical records by the Clinical Social Worker and Psychologist.
2. Admission/ Intake Assessments: Complete interdisciplinary assessments and evaluations by the Psychologist.
3. Targeting Cause of Incompetency: A focus on ability to become fit for trial, barriers to fitness and risk factors are identified through an objective competency assessment, psychological evaluation, psychometric testing; A restoration plan is developed.
4. Clinical Stabilization of Patient: Stabilize mental illness first, improve milieu functioning, reduce and manage patient anxiety; improve understanding of the court process, reinforce understanding of court process.
5. Training and Education: Provision of fitness training/ multimodal education in individual or group format by Trainer.
6. Therapeutic Support: A focus on teaching the patient therapeutic coping skills; build skills through individual and group treatment support; increase psychosocial functioning through milieu therapy; a focus on encouraging medication compliance by the Counselor.
7. Ongoing assessments of clinical stability, cooperation and understanding of the court process. Ongoing reassessments of progress towards competency.
8. Reinforcement of learning through experiential methods such as role play and mock trials.
9. A collaborative team opinion on restorability, led and certified by the Forensic Psychiatrist.
10. Provision of formal fitness evaluations by the Forensic Psychiatrist with assessment of patient's ability to be restored communicated to the courts via fitness reports every 30 days.
11. Provision of data deliverables to the County, such as: Total admitted to the program by name, date, etc.; number of individuals successfully restored; number of formal evaluations and reports to the court; date of admission and length of time from admission inmate was declared competent; demographics of inmates served and diagnosis; number of malingerers.



2.9 Transition – Discuss experience in transitions ensure staffing is hired and completes required security clearances within the timeframe needed for a successful transition.

While the blueprint for a successful behavioral healthcare program originates from the program structure design, and our team members provide the framework that makes our program strong, our transition sets the foundation for its success. CFMG believes a smooth, thorough, and complete transition is key to building a successful program. With nearly 1,400 clinical team members in California, CFMG has a presence and reputation in California that allows us to recruit and transition programs easily and efficiently. We recently completed a successful transition in Alameda County's healthcare program, initiating services with approximately 150 FTEs, fully staffed.

CFMG has earned a 100% on-time successful start-up record, because we leave nothing to chance...and we are not about to compromise that now. Our planning begins before contract award to ensure we have the resources available upon contract award. And, we are ready to start the Sonoma Behavioral Health program.

CFMG documents all requests, reviews for immediacy of need or required intervention and prioritizes for the daily schedule. We monitor the timeliness of sick call as part of our continuous quality improvement program.

As Sonoma is aware, we have an engaged corporate management team and support services to facilitate program start-up. We have an unmatched pool of experienced behavioral health team members, management, and operational team members to provide training and consultation to new programs. Our outstanding reputation among healthcare professionals helps us successfully recruit qualified local team members when we assume responsibility for new facilities.

Upon notification of being the successful vendor, we will immediately initiate the Behavioral Health start-up plan, and will include input from the Sheriff's Office and/or the Sonoma County Jail. Our operations group, led by Yvonne Maxfield, Regional Director of Operations, will begin interviewing and our recruiting department will begin the recruitment process for all required positions. We would seek and welcome input from the Sonoma County Jail Administration concerning current employees.

From the first day we assume responsibility for the Behavioral Healthcare in Sonoma County, we will have a transition team of clinical, management and operations people on-site, to work side-by-side with our on-site care team to make sure every member of the team is fully trained on the "CFMG Way."

Your transition will be seamless, organized, timely, and successful, due to a total commitment of our executive team and the local management team we already have in place to support your program. This total commitment from CFMG and our "roll up our sleeves" approach on all levels makes our programs successful and our partnerships real.



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Because of the importance of a seamless and thorough transition, CFMG uses a transition form/checklist, which has proven useful for both the Sonoma County Jail Administration and our team members. As you will note in our transition plan, we are able to customize our transition checklist in accordance to any requirement the County may have to ensure a smooth and seamless transition. As you'll see from our Sample Checklist, we include all of the following transition actions:

- Preparing proposed transition plan;
- Preparing a strategic/operational plan;
- Conducting in-service training to County and Contractor staff;
- Supervision and development of a disease/injury oriented medical record system;
- Developing drug utilization data and evaluating existing inventories;
- Establishing professional contracts with referral facilities;
- Personnel recruitment and hiring;
- Ordering of supplies and equipment;
- Developing both internal and external plans for emergency care;
- Establishing reporting procedures;
- Healthcare records, including electronic medical records software systems;

Transition of services from the current vendor, including, but not limited to pending and future appointments and follow up on care needs for current and active medical and behavioral health cases; and

All applicable licensure requirements shall be met prior to the start of the Contract. A written list with the names, years of experience, and types of license held for persons who will be providing these services must be given to the Sonoma County Administration during the transition phase.

As your current medical provider, this transition will be smooth. Again, as with our medical program, Sonoma has a direct line to corporate personnel to ensure your program installment meets the needs of the facility and the SCSO.

3. Training

3.1 Describe organization's training practices for all new staff and appropriate continuing in-service training for all staff. All staff shall be trained in their assigned tasks and in the safe handling of equipment.

Our orientation and ongoing training emphasize our obligation to our client, the inmate population, our community, co-workers and other vendors. Our program covers such topics as:



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- Ethical standards
- Facility security issues
- 14-day health assessments
- Advanced clinical provider care
- Emergency care
- TB screening
- Equipment usage
- Code of conduct (including Facility code of conduct)
- Facility-specific procedures
- Chronic care
- Infection control program/OSHA guidelines/blood-borne pathogen policies
- Employee injury/exposure plan
- Inmate release/transfer – off-site referrals
- Conditions of employment
- Drug-free workplace
- Medication management (pill call)
- Infirmary/observation care
- General health care issues (i.e., dietary, laboratory, radiology, etc.)
- Stocking and restocking of medical supplies
- Safety issues
- Organizational / reporting structures
- Receiving screening (Intake health screening)
- Alcohol and drug withdrawal
- Medical records management
- Hepatitis immunization
- Review of medical protocol and issues for pregnant inmates
- CFMG policies and procedures
- IMQ/ACA standards of care
- Suicide prevention and intervention
- Confidentiality of records/HIPAA
- Sexual harassment and PREA
- UM referral process
- Segregation rounds
- Correctional health care and constitutional issues
- Sick call
- Training on specific requirements for federal or ICE detainees
- EMR training, if applicable
- Quality improvement/risk management
- Specific position orientation

CFMG includes, as part of orientation and training, competency testing to determine and demonstrate the staff's understanding of topics covered in training as well as competency testing for required equipment. We also ensure our staff receives annual suicide prevention training. CFMG submits an outline of our training program for the Sonoma County Administration approval.

CFMG keeps complete records of all training, and provides the Detention Administrator with written documentation of orientation within 30 days of completion. No employee



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receives clearance for work or an identification card until orientation is completed. Included in the documentation are the following items:

Ongoing Training: CFMG invests in our employees, setting aside up to two weeks per year for each employee for continuing education. We recognize the value of educated and well-informed health care professionals and simply want our employees to reach their full potential. In addition, we are aware that staff development, through the use of continuing education and training, assures staff remains current in accepted medical procedures, diagnosis and treatment. Continuing education ultimately ensures and/or improves the quality of care. Therefore, we provide our qualified health care professionals with comprehensive, correctional-specific education that meets or exceeds accreditation standards for health care staff annually, including employees, agents, subcontractors, and service providers.

CFMG provides initial and continuous education training for the Detention staff to support a total, integrated inmate health care program. Our in-service training supports the basic identification of inmates requiring immediate medical attention. It addresses emergencies and emergency prevention.

3.2 Describe your organization's ability to provide on-going staff training programs consistent with legal and accreditation standards, including but not limited to:

3.2.1 Development and implementation of training program for review of behavioral/mental protocol and issues for pregnant inmates.

All of CFMG's training meets or exceeds Title 15, IMQ, NCCHC and ACA accreditation standards. Upon award of the Behavioral Health contract, CFMG will design and implement a protocols for behavioral health and issues for pregnant inmates, as requested.

3.2.2 Development and maintenance of a reliable structured program of continuing education that meet or exceed accreditation standards for behavioral/mental health care staff annually, including employees, agents, subcontractors, and service providers.

Confirmed. CFMG will provide Sonoma County a customized Behavioral Health program that meets or exceeds Title 15, IMQ, NCCHC and ACA accreditation standards. We will review this program on an annual basis and update as necessary.

3.3 Describe ability to provide SCSO with a copy of its training program if requested; and the training and accreditation certification for all of its staff, agents, and/or personnel who work in SCSO detention and correction facilities if requested. Indicate the timeframe needed for complying with such requests.



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As CFMG is Sonoma's current medical services provider, the SCSO currently has a copy of our training program. If selected to provide Behavioral Health services, we will provide the County any additional training programs required by these services.

3.4 Describe firm's ability to develop and provide training to SCSO staff pertaining to SCSO staffs' interactions with this inmate population.

CFMG will provide training for the Sonoma County facility staff to support a total inmate health care program. We will assist the facilities in establishing the required training curriculum in accordance with Title 15, IMQ, and NCCHC standards in the area of health care, behavioral healthcare and emergency response.

CFMG provides initial and continuous education training for the facility staff to support a total, integrated inmate healthcare program. Our in-service training supports the basic identification of inmates requiring immediate medical and behavioral health attention. It addresses emergencies and emergency prevention.

We will constantly work with the Sonoma County and Sonoma County Facility Administration to determine critical and appropriate training topics and training schedules. Our training includes classroom instruction and written materials.

Topics for Sonoma County personnel training will include, but will not limited to:

- Suicide prevention activities (jail only)
- Behavioral health conditions and resulting behaviors (jail only)
- Trauma-based behavioral health assessment and treatment (jail only)
- De-escalation techniques (jail only)
- Sick call requests protocols
- Universal precautions
- Preventing and treating heat stroke
- Managing environmental hazards
- Infection control and emerging infectious disease
- Addressing clinical emergencies
- Disaster response
- Transitions of care with EMS
- Disaster drills
- Communication and patient confidentiality
- Blood-borne pathogen diseases
- Detoxification
- Dealing with the developmentally disabled



- First-aid
- CPR
- Medication administration and side-effects

Recognizing the following health conditions:

- Signs of substance abuse
- Chemical dependency of inmates
- The need for emergency treatment
- Chronic medical and disabling conditions
- Symptoms of traumatic brain injury
- Signs and symptoms of dementia
- Risk recognition
- Symptom recognition
- Triaging steps for urgent or Emergent conditions
- Other topics as deemed appropriate

3.5 Contractor's staff will be expected to attend required trainings administered by the SCSO (facility safety and security, Prison Rape Elimination Act, etc.).

Confirmed. CFMG will continue to attend all trainings recommended and required by the SCSO.

4. Clinical Space, Office Space & Equipment

SCSO shall provide the space, limited furniture, fixtures, utilities, telephone (excluding long distance and toll calls), and security necessary for efficient operation of the BH services. SCSO shall provide only the equipment on-site at the start of the term and any other equipment that SCSO chooses to purchase and retain ownership of or chooses to replace or update. SCSO will provide network connectivity and may provide Wi-Fi access depending on location. Unless specifically required and specified at time of contract, all network access will lead directly to the internet with no other access to SCSO computing resources (separate Virtual Local Area Network (VLAN)). SCSO will work with Contractor to provide access to appropriate inmate data. Contractor shall be responsible for the purchase of all other equipment, including replacement equipment as needed, and shall retain ownership of the equipment that it purchases. Contractor shall be responsible for providing its own computers, servers, software, office chairs, ergonomic related equipment for office and computer work stations. SCSO reserves the right to refuse to allow any item into the jails if they determine it poses



a security risk. SCSO may require approval of the vendor and method of internet/data connection services.

Understood and agreed.

5. Pharmaceuticals (RFP page 8)

- 5.1 Describe processes for administering medication and managing a BH pharmaceutical program for the SCSO. Include, staff involved, proper controls, procedures for use of formulary and non-formulary, ordering, payments, and timely distribution by licensed personnel of all pharmaceuticals.
- 5.2 Describe process for procuring pharmaceuticals as related to the services being provided under the RPF.
- 5.3 Pharmacy staff shall work in collaboration with SCSO and/or their contracted services provider when ordering, dispensing, billing, and reviewing documents related to psychotropic medicines for all inmates. CFMG is responsible for distributing BH medication, which requires coordination with the BHS provider and CFMG. Please describe experience in providing these services and describe how you will provide these services to the SCSO.

Because CFMG already provides full pharmacy services for non-behavioral health patients, we will simply extend our responsibility to cover all pharmaceuticals. Our pharmaceutical program and medication management processes follow all applicable federal, state, and local guidelines, including Title 15 sections 1216 and 1438.

CFMG will continue to manage the procurement, inventory control, dispensing and disposal of all pharmaceuticals. Under our pharmaceutical program, we will continue to:

- Maintain inventory, cost, and ordering records for all pharmaceuticals including all over-the-counter medications dispensed by the pharmacy
- Generate non-formulary requests electronically (i.e. computerized ordering and tracking in a system)
- Keep current patient drug profiles
- Identify potential interactions for all ordered drugs
- Generate reports that may be sorted by inmate name, drug name, Sig, prescribing practitioner, and drug class, which summarize all the monthly Medication Administration Records. These reports are electronically provided monthly to the Regional Director, Yvonne Maxfield.
- Identify any inmate who is enrolled in a chronic care clinic



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- CFMG's contract pharmacist through Diamond Pharmacy will oversee all aspects of our pharmaceutical program including procurement, storage, dispensing and administering medications
- Monitor inmate self-administered medications and perform compliance checks
- Generate lists of inmates whose medications are within seven days of expiration
- Generate a listing of the most frequently prescribed drugs and the most expensive drugs prescribed and provide on a monthly basis to the Regional Director, Yvonne Maxfield, and Contract Compliance Officer
- Develop and implement a CQI program for the pharmacy program demonstrating a knowledge and focus on outcome measures and indicators
- Develop a Pharmacy and Therapeutics Committee, which includes CFMG's onsite Medical and Psychiatric, Directors and Director of Nursing. Currently this meeting has been conducted quarterly, but we are able to provide monthly meetings to discuss medication administration, utilization patterns, success or corrections needed and any problems arising from pharmacy activities. The monthly meeting minutes are submitted to the Director of Operations and Contract Compliance Officer.

We will continue to work with the Sonoma Sheriff's Office to accomplish these tasks. All patient information will be documented in their medical file.

CFMG's pharmaceutical program is properly operated in accordance with all applicable Federal and State laws and follows all regulations regarding prescribing, storing, dispensing and administering medications. Under our program, only professional staff with designated privileges may prescribe medications. We also ensure that only qualified, trained healthcare professionals dispense and administer the medications as prescribed.

The program manager will continue to be responsible for the purchasing of all pharmaceuticals and supplies through purchasing agreements developed by CFMG. We will continue to contract with Diamond Pharmacy, a national pharmacy that specializes in servicing correctional facilities. Diamond Pharmacy provides pharmaceuticals within 24-hours for all of our programs, in addition Diamond Pharmacy will provide local pharmacies for stat orders. Our relationship with Diamond allows us to effectively manage the regulated medications including psychotropic medications, packaging and delivery of medications and helps us control costs for all clients we serve. Pharmaceuticals are stored, controlled, dispensed, and administered in accordance with state pharmaceutical guidelines.

Diamond Pharmacy subcontracts with CFMG throughout the state of California to provide a licensed pharmacist to oversee the pharmacy program. On-site inspections are conducted once per year.



As a standard practice, CFMG maintains a 60-day supply of stock medications and use them whenever possible. For inmates with short stays at Sonoma County, we typically order a seven-day supply. This prevents having excessive unused medications. Whenever possible, we return all unused medications to the pharmacy. Finally, we will continue to remove all discontinued or abandoned medications from the facility on a regular basis.

We manage all aspects of a correctional pharmaceutical program from medication inventory management to medication disbursement to data collection/analysis to recordkeeping.

DEA-Controlled Medications

CFMG ensures all DEA-controlled medications are secured. We store such medications in a double-locked cabinet within the medical unit. We also secure all syringes, needles and surgical instruments in secured cabinets. Our healthcare team inventories and manages all DEA-controlled medications according to federal and state regulations. We work with the facilities' Commander to ensure our storage procedures comply with all safety guidelines of the County.

Psychotropic Medications

CFMG has written policies and procedures governing the use of psychotropic medications. In the booking area, health services staff assess inmates who have a psychiatric history or state they are taking psychotropic medications. They verify medications and contact the psychiatrist or NP/PA for verbal orders. The psychiatrist/NP/PA evaluates inmates who are on psychotropic medications within seven days of incarceration to determine whether to continue/discontinue or alter the medication.

Psychotropic medications are only prescribed when clinically indicated and are not given for disciplinary reasons. Involuntary administration of medication will not be done in the Sonoma County Detention Facilities unless an emergency situation exists in which an inmate is deemed by the responsible physician or psychiatrist to be a danger to self or others by reason of mental disorder. Administration of involuntary psychotropic medications will only be initiated as an interim measure until the inmate can be transferred to a clinically appropriate treatment facility.

Medication Pass (Pill Call)

Administration of Medication

CFMG will ensure all medication services are clinically appropriate and delivered in a manner that is timely, safe, secure, and sufficient.

After a medication has been prescribed by a duly licensed behavioral health provider (psychiatrist or psychiatric NP/PA), our staff will enter the order into a Medication Administration Record (MAR) and notify the pharmacy of the order. If we have a stock supply of the proper dosage, it will be distributed during the next medication pass. If the



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medication is not stored on site, we will order a supply from the pharmacy. All new medications that are ordered from the pharmacy will be administered at the next medication pass. For orders that are identified as stat or immediate, we will obtain the medication from our local backup pharmacy

Utilizing medication policies and procedures, CFMG nursing staff administers medication at the jail. Medications are administered principally on a BID basis. Medications that require administration more frequently (TID or QID) are administered as ordered. CFMG's guidelines for the administration of medication include the following:

- Medications are only given on the order of the psychiatrist or NP/PA operating under standardized procedures. All verbal orders are countersigned by the physician at the earliest opportunity.
- All patients must be identified by the nurse prior to administering medication. Last name, first name and middle initial are verified by checking inmate's arm band and/or ID badge.
- All medications are verified by health service staff to assure appropriate medication, proper dose, and correct time.
- Health services staff observe the inmate take the medication to avoid "palming" or "cheeking."
- All prescribed medications administered are recorded on the Medication Administration Record (MAR) which become part of the permanent medical record. If a prescribed medication is not administered, there is documentation in the MAR notating the reason (i.e., refused, in court).
- All pharmaceuticals are stored in locked cabinets within a secure area. Controlled substances and syringes are inventoried on a daily basis.

Upon transfer, limited amounts of essential medications may be given to the inmate to assure continuity of care.

Documentation of Administering Medication - All medication must be taken in the presence of the medication administrator (nurse or designee). Our staff will document in the inmate's medical administration record.

CFMG ensures all administration or delivery of each dose and will document that the inmates received and the required medication.

In such cases where medication is not administered in a timely manner, staff will document details regarding why the medication was not administered. Any refusal of medication will be documented in the electronic medical record. The inmate will be required to sign a Refusal of Treatment Form. After three refusals, our psychiatrist/psychiatric NP/PA will counsel the inmate regarding the effects.

Segregation Units - We will ensure all inmates, including those housed in segregation units, receive medication in a timely fashion.



Non-Formulary Requests: Diamond enforces formulary compliance on behalf of CFMG and provides proactive first-line pharmacist reviews of non-formulary medication requests. Their drug information center and non-formulary process screen for daily orders that are non-formulary. The program works as follows:

- Diamond receives an internal electronic notification that your facility submitted an order for a non-formulary medication.
- One of Diamond's clinical formulary specialists reviews the patient profile and determines if any formulary alternatives can be substituted without compromising patient care.
- The pharmacist's review is sent to the CFMG facility with a recommendation for a formulary alternative, a request for additional information, or a recommendation to submit the non-formulary request in accordance with your policy.
- Once implemented we can also use our CorEMR system to expedite non-formulary medication requests as a paperless system will save time and resources.

If the prescription has not changed or the completed form/electronic request has not been received after a predetermined amount of time, Diamond can dispense a small bridge quantity of the non-formulary medication, wait to receive the completed form, or our prescriber can change the prescription. Typically, our Medical Director will review non-formulary requests and have a decision to the pharmacy for dispensing within 24 hours.

Formulary (Preferred Drug/Medication List)

Our formulary includes items commonly used in the correctional setting. Inmates who come into the jail facilities on non-formulary items have their medications reviewed by the on-site physician, psychiatrist or NP/PA and the medications are continued or changed as indicated.

CFMG uses our standard formulary to ensure the medications selected are:

- Safe
- Effective
- Cost efficient

Our policies and procedures address consideration for medications not on our formulary. The CFMG psychiatric prescribers may request a non-formulary drug, FEQ Medication, when a non-formulary drug (FEQ) medication:

- Is medically indicated to assure optimal treatment of the inmate/patient.
- Is less likely to result in decrease side effects and/or complications.
- Has been the only drug in its class to stabilize and maintain the historical safety of the inmate/patient.



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- Or when the inmate/patient returns to Sonoma County facilities as trial competent on non-formulary (FEQ) medications.

CFMG's Chief Medical Director, Dr. Raymond Herr and Chief Psychiatric Officer/Chief of Behavioral Health Services, Dr. Taylor Fithian will monitor medication usage to ensure adherence to the formulary and ensure the facilities' Commander is informed on formulary decisions. In addition, we use a licensed, board certified pharmacist to audit and oversee pharmacy program. The pharmacist makes at least annual visits to the facility.

CFMG tracks the use of all non-formulary medication for current medical efficacy and possible future inclusion on our formulary. The formulary is reviewed on an annual basis, if not more.

Medication Administration Record

CFMG staff documents the prescription and administration of all prescribed and over-the-counter medications. We use a standard MAR to capture all necessary information including:

- Inmate information:
 - name
 - ID number
 - date of birth
 - diagnosis
 - drug allergies
- Medication information:
 - name
 - date ordered
 - dosage
 - order expiration/discontinuation date
- Medication administration information:
 - route
 - frequency
 - times
 - Facility name and housing location
 - Medication administrator's initials and signature

Medication	Dosage	Frequency	Administered
OXYCODONE TAB 10MG	10MG	Q4H	
COCODOL TAB 300	300	Q4H	
OXYALPROF TAB 25MG	25MG	Q4H	



Medication Utilization Tracking

CFMG provides monthly reports to the facilities' Commander and/or designee(s) that outline medication usage. This data is also disseminated to other areas of CFMG to:

- Provide a cost analysis (Utilization Management team)
- Identify trends and best practices (CQI committee)
- Identify education opportunities for our staff
- Help control pharmaceutical costs

Once we transition to CorEMR in early 2017, medications in the system will be sorted by formulary and non-formulary drugs so providers can quickly see what is and is not formulary. The EMR provides an alert when a provider prescribes a non-formulary medication and the EMR can generate a Non-Formulary Exception Request Form to be processed for approval.

Pharmacy and Therapeutics

CFMG maintains a Pharmacy and Therapeutics (P&T) Committee to identify prescribing patterns of practitioners. The P&T Committee is responsible for additions and deletions to the list of formulary medications. This committee meets quarterly to address pharmacy issues.

The P&T committee includes our Chief Medical Officer, prescribing practitioners, a consultant pharmacist, and other relevant contributors. The P&T committee maintains minutes of all its meeting to include topics discussed and actions taken.



The P&T committee includes all prescribing practitioners, a consultant pharmacist, the Program Manager, the Regional Director of Operations and other onsite and/or corporate staff, as needed.

6. Quality Improvement Program (RFP page 9)

6.1 Describe Quality Improvement Program, addressing how recommendations and assistance with any changes, policy updates, legal updates, best practices, or compliance changes in IMQ Standards, or other applicable laws or standards for the entire duration of any contract will be addressed. Include details regarding Sentinel Event Review Process.

CFMG uses a Continuous Quality Improvement (CQI) Program to ensure the adequacy and quality of health care services. The CQI committee meets at least quarterly, or earlier if necessary, and oversees regularly scheduled audits of our health care services. Minutes of meetings are presented to the Committee at each meeting. The CQI committee includes members representing CFMG, Facilities' Commander, County Administration, and other members as appropriate. Committee members are identified by the Facilities' Administrator and CFMG.



Our CQI committee typically reviews the following types of events and activities:

- inmate deaths
- inpatient hospitalizations
- surgical procedures
- disaster drill results
- other incidents, as deemed appropriate
- in-service training
- medical record reviews

Utilization Review / Utilization Management

Referral Management System

CFMG's utilization management (UM) and cost containment program for behavioral health services is specifically designed for the correctional environment. Similar to our medical utilization management program, our behavioral health utilization management program is designed to provide effective coordination and oversight of all behavioral health inmates who need emergency offsite care, and to ensure treatment is timely, consistent with community standards, and cost-effective. The program incorporates concurrent review, discharge planning, pre-approval of certain procedures, and oversight of non-formulary prescribing.

Emergency Behavioral Health Hospitalizations

CFMG refers only inmates who require offsite services. CFMG believes that clinical, rather than financial considerations should take precedence, and that offsite behavioral health hospitalization decisions should be made by psychiatric staff. Our care oversight, as described below, ensures procedures are necessary and the care delivery remains consistent within acceptable, community standards. We also conduct prospective reviews, concurrent reviews, and retrospective reviews to further ensure proper care.

Summary of Care Process. Prospective review occurs through e-Referral, our cloud-based system, and is required for scheduled hospitalizations. Emergency hospitalizations are automatically approved. A concurrent review begins immediately after admission and continues throughout a patient's hospital stay. Our Chief Medical Director / Chief of Behavioral Health Services or designee remains in daily contact with the hospital and attending physician to ensure the most appropriate treatment and timely discharge planning. A retrospective review is initiated if a question or concern arises about the quality or appropriateness of an inmate patient's care. CFMG's Utilization Management (UM) reports and daily operating indicators help drive the retrospective review process.

Cost Containment Program. In addition to our UM program CFMG applies cost containment principles to help control and reduce offsite costs. Key elements of this



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program are our Claims Administration, Adjudication and Processing capabilities. CFMG conducts efficient claims processing to ensure fair and correct billing for services provided. We conduct appropriate, but aggressive claims adjudication to ensure that we and our county partners pay absolutely no more than necessary for offsite services. We maintain solid relationships with offsite providers by ensuring that we pay approved costs in a timely manner. CFMG is also experienced in negotiating fees for services from community providers, and we negotiate fair and reasonable costs for services delivered.

Psychotropic Medication Utilization

CFMG's psychiatric evaluation approach meets requirements set forth by Title 15, IMQ, NCCHC and other nationwide accrediting bodies. In delivering psychiatric services to the Sonoma County Detention Facilities, CFMG will follow requirements for mental health services in a correctional setting as set forth by the American Psychiatric Association. This includes the appropriate use of behavior-altering medications with safeguards against psychotropic medication prescribed in dangerous amounts, without adequate supervision, or otherwise inappropriately administered. Psychotropic medications and other forms of pharmacotherapy are only prescribed by a licensed Psychiatrist or psychiatric NP or PA. CFMG feels very strongly that standard of care medications must be utilized. As such, we encourage all CFMG Psychiatrists/NP's/PA's to prescribe medications that are proven to be effective and proven to have fewer side effects. CFMG's Chief Medical Director or Chief of Behavioral Health Services will never deny the use of any formulary or standard of care medication, if indication and justification is properly documented by the prescriber. CFMG emphasizes medication management through training and peer reviews, encouraging and making available cost effective therapy methods or group and milieu therapies, and use of generics when appropriate and according to the standard of care.

Risk Management Program

Correctional healthcare has inherent risks, due to the nature of the population. CFMG has a comprehensive risk management program designed to improve safety, reduce mortality and morbidity, and ensure proactive response to incidents, issues and other risks.

Mortality Review

CFMG conducts a site and corporate review of all in-custody inmate deaths. The facility review is conducted within the Continuous Quality Improvement program and will involve CFMG's Program Manager, the Mental Health Program Manager, mental health, medical and other relevant personnel. The mortality review seeks to determine whether a pattern of symptoms were present that might have resulted in an earlier diagnosis and/or intervention that, in turn, might have prevented the death. CFMG will submit a preliminary report to the County's facility administration.



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The mortality and morbidity review is generally completed within thirty days after the death occurs. Timing is dependent upon the receipt of a medical autopsy report.

CFMG will inform Sonoma County administration as soon as possible after a death has occurred.

STRIVE Care Checklist

Human error is inevitable in every clinical setting, and is often what leads to bad outcomes that increase risk. We developed the STRIVE checklist to ensure that our care team members meet certain expectations in every patient interaction. STRIVE Posters (as seen on the following page) in multiple locations in every facility and STRIVE lanyard cards worn by every team member act as visible reminders of critical care steps.



STRIVE

to save lives (every day, every shift, every patient visit)

S-Start medication(s) without hesitation; contact on-call provider for guidance on unverified critical/chronic care medications.

T-Trust what you observe and hear; never assume lying or faking; if history or patient complaint is questionable, **it is mandatory** to discuss with your provider who can rule out what might be a real and possibly serious medical complaint or concern.

R-Report and document all important findings, contacting the PM/HSA and/or on-call provider for *all critical issues*; **Report** all pertinent clinical issues when **handing off** patient to incoming staff or to receiving EMS and ED staff.

I-Information saves lives; review past jail records, request outside records; share all critical **information** with the people caring for the inmate-patient (PM/HSA, on-call provider, mental health staff, security staff).

V-Vital signs are **vital** and are required for all clinical contacts/visits/sick calls and must be documented; *always* address abnormal findings and report **critical vital signs** with your on-call provider.

E-Evaluate the patient for medical and mental health problems; use *SP/Protocols*; **ensure** proper housing-suicidal? *Detoxing?* Lower bunk for seizure history?

Always Do The Right Thing!



Quality Assurance Meetings and Reports

Cindy Watson, our Chief Operating Officer, Dr. Raymond Herr, our Chief Medical Officer, Dr. Taylor Fithian, Yvonne Maxfield, Director of Operations, Deb Kolman, Program Manager and our site Medical Director, work collaboratively to maintain the CFMG Quality Assurance Improvement Plan. We visit each program minimally once per quarter and conduct quality assurance audits. All Quality Assurance measures are in accordance with CMA standards, NCCHC standards CCR Title 15 guidelines, and other policy/procedure requirements.

CFMG coordinates at least quarterly Quality Assurance (QA) meetings with the Sonoma County's Facilities' Administration to discuss health care services. Topics of discussion typically include:

- monthly statistics
- quality improvement findings
- infection control
- inmate grievances
- health and safety inspection reports
- staffing plan updates
- other health care topics, as warranted
- offsite services report, including the purpose of the medical transport and result



The CQI program focuses on medical outcomes or interventions that have been shown through evidence based medicine to favorably change clinical outcomes.

As Sonoma County knows, we typically invite and seek input from key members of the local health and medical community, including public health, community behavioral health, and other key stakeholders. This is unique to CFMG, and fosters trust and transparency with the key stakeholders in the community. Minutes or summaries are maintained and shared with all committee members. CFMG participates in external reviews, inspections, and audits as requested. CFMG provides written response to any findings or inquiries resulting from the County's audit processes, and must promptly develop and implement corrective actions as indicated. We will continue to cooperate fully with any and all audit inspection activities initiated by the County.

We believe that integrating behavioral health with our medical program will make these quarterly QA meetings even more impactful.

6.2 The Quality Improvement Team will be required to collect and maintain and share data. Please describe how you will provide these services.

Confirmed. CFMG uses a number of data collection methods to gather and manage information, and other direct sources of statistical information. We will provide information to Facilities' Administration and use it to improve the cost and quality of



Proposal to Provide Sonoma County Inmate Behavioral Health Services

care and outcomes. We use a standardized reporting format to support comparative data analysis and bench-marking between counties.

CFMG will provide statistical reporting on the following within mutually agreed upon timeframes, typically no later than the 15th of every month:

- Total mental health contacts
- Total psychiatric contacts
- Mental health clinician contacts
- Psychiatrist/psychiatric NP/PA contacts
- Inmate request forms
- Follow-ups
- Individual therapy sessions (non-1370)
- Group therapy sessions (non-1370)
- Number of mental health intake assessments
- Number of inmates on psychotropic medications
- Number of suicide attempts
- Number of suicide completions
- Safety cell checks and observations
- Number of staff assaults
- Number of inmates in close observations
- Number of mental health discharge plans
- Grievance reports and response
- Additional statistics as specified by the County

For 1370 Misdemeanor and Felony Restoration to Competency Programs (Monthly Census)

- Total admitted to the program by name, date, gender, birthdate, etc.
- Number of individuals successfully restored
- Number of formal evaluations and reports to the court
- Length of time from admission inmate was declared competent
- Demographics of inmates served
- Mental health diagnosis
- Number of malingerers
- Number of individual sessions provided



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- Number of group therapy sessions provided
- Number of hours of education and training required for each patient
- Additional statistics as specified by the County

Quality Management Committee: The data above is shared with the Quality Management Committee. Quality Management meetings are scheduled quarterly by the Medical Director and the Program Manager. Attendance at QM meetings will include representatives of the County Council, Public Health Officials: Dr. Mark Netherda for medical and Dr. Michael Kozart for mental health, Custody, the Undersheriff, HIV Consultant, CFMG Corporate and On-site Behavioral Health Team. The CQM committee is a multi-disciplined forum for addressing jail health services delivery quality issues which impact custody administration and operations as well as jail, public and mental health services. The committee is responsible for identifying deficiencies, and/or problems in health services delivery; developing corrective action plans, and scheduled follow-up evaluation and reporting.

6.3 Perform at a minimum, quarterly mental health service audits of the inmate behavioral health charts to insure adherence to Title 15, IMQ, and any other applicable standards. Written summaries of the audits shall be provided to SCSO each quarter and findings from all audits shall be submitted in an annual report. Please describe how you will provide these services.

CFMG participates in external reviews, inspections, and audits as requested. We will provide written response to any findings or inquiries resulting from the County's audit processes and promptly develop and implement corrective actions as indicated. We will cooperate fully with any and all audit inspection activities initiated by the County.

Medical Administration Committee (MAC): CFMG coordinates at least monthly Medical Administration Committee (MAC) meetings with the Sonoma Facility Administration to discuss health care services. Topics of discussion typically include: monthly statistics; infection control, inmate grievances, health safety inspection reports, staffing plan updates, offsite services report, and other topics as warranted.

Peer Review Program

Medical Peer Review: As part of CFMG's Quality Improvement Program, CFMG will ensure that peer reviews are conducted at least once a year or when needed. Peer reviews will consist of chart reviews of our psychiatric prescribers and behavioral health staff for both our base behavioral health program and Restoration of Competency programs.

CFMG conducts an independent external peer review at least annually in accordance with CFMG External Peer Review of Physician, Psychiatrist and Dentist Practice Policy and Procedure. CFMG will extend this to all mental health staff including Psychologists, Mental Health Clinicians and Social Worker staff. All peer reviews are documented, feedback is relayed to the prescriber or clinician, and a remedial period is given, if



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necessary. CFMG believes in providing staff with continued training and support so individuals feel confident and competent in doing their jobs.

Internal Audits. Regularly scheduled audits of mental health records to measure the rate of compliance with established performance criteria for targeted services functions/tasks are conducted. Focused mental health record audits are completed at a minimum of quarterly by CFMG behavioral health management and clinical staff. Other audit methods will include process audits of routine health services functions, such as medication administration, to measure compliance with established policy and procedure. Such audits may include observation of actual task performance as well as review of chart and other documentation, e.g., Administration of testing assessments would include auditing of testing protocols and reports.

The audit type (i.e., structure, process or outcome), subjects and performance criteria are developed by the Chief of Behavioral Health Services, Regional Director of Behavioral Health, Program Manager, and Mental Health Program Manager using standards for Local Correctional Facilities and applicable community standards of care and practice. Topic selection includes areas of jail health services delivery that are at high risk for untoward occurrences and litigation, are highly utilized and/or are identified as problem or potential problem areas. Focused audit topics reflect the current status and need of the behavioral health services program. All staff conducting chart audits are oriented and trained in the audit process through in-service training conducted by Program Manager, Mental Health Program Manager and Regional Director of Behavioral Health.

Findings of regularly scheduled audits are reported at CQI committee and staff meetings incorporated into staff in-service training programs, deficiencies and plan for corrective action identified and re-audit scheduled at a time deemed appropriate. The CQI Committee may make recommendations relative to corrective action and schedule for re-audit.

Quality Management Committee: Quality Management meetings are scheduled quarterly by the Chief Medical Director, Dr. Raymond Herr; Site Medical Director, Dr. Fadaki; and the Program Manager, Debra Kolman. Attendance at QM meetings will include representatives of the County Council, Public Health Officials (including Dr. Kozart and Dr. Netherda previously mentioned), Custody, the Undersheriff, HIV Consultant, CFMG Corporate and On-site Behavioral Health Team. The CQM committee is a multi-disciplined forum for addressing jail health services delivery quality issues which impact custody administration and operations as well as jail, public and mental health services. The committee is responsible for identifying deficiencies, and/or problems in health services delivery; developing corrective action plans, and scheduled follow-up evaluation and reporting.

The QM Meeting agenda may include: reports by mental health, public health, dental and pharmacy; review of the incidence of infectious disease cases; report of the Sheriff Department concerns; and reports of results of external and internal audits and ongoing internal monitoring activities by both Behavioral Health or Medical Staff. Committee deliberations and findings are documented in the meeting minutes.



7. Grievance Procedure (RFP page 9)

Contractor will follow the current grievance procedure with the SCSO for the communication and resolution of inmate and staff complaints or other items regarding any aspect of health care delivery. A copy of the SCSO Grievance Procedure is attached to this RFP as Attachment A. Contractor shall identify an individual to respond to and act as the primary contact with SCSO in reviewing and responding to complaints. Contractor shall promptly respond and provide information to SCSO and adhere to all timelines for responses. When the assigned individual is on vacation or otherwise unavailable, coverage must be provided and a responsible individual identified to SCSO personnel.

Confirmed. CFMG adheres to all applicable federal, state, and local guidelines, including, but not limited to IMQ, Title 15, and guidelines established by Sonoma County regarding a formal system in place to address inmate grievances/ complaints about healthcare services. CFMG will continue to respond to all complaints initiated by inmates through the Sonoma County Sheriff's grievance procedure concerning medical or dental services. Debra Kolman, your CFMG Program Manager provides a written response to each inmate grievance within the time parameters specified by Sonoma County. Debra is also responsible for eliciting and summarizing in a report response from service providers, if applicable, for each grievance.

CFMG staff will be available to testify in court as required. All inmate grievances relating to behavioral health services are reviewed by the Quality Assurance Committee.

We will make attempts resolve inmate complaints on an informal basis. For non-emergent requests, we will provide a written response to the inmate. Our response will contain the date the healthcare staff responded. If the grievance issue is still pending, it is forwarded to the Grievance Committee for review. We will comply with recommendations from the Sonoma County administration in disputed cases. The facilities' commander will have the final authority to resolve complaints.

8. Behavioral/Mental Health Policies and Procedures (RFP page 9)

Describe experience and plans to provide services for each of the following:

8.1 Contractor shall make available policies for administrative review, audits, and inspections upon request of SCSO staff. A review of Behavioral/Mental Health Policies and Procedures by Behavioral/Mental Health Services administrative staff shall include:

Review and update of expired policies/attestation of annual update and or review

Distinguishing and separating Divisional policies and Departmental policies, with one set of policies for jail staff



Cross referencing policies that have a medical or correctional component to ensure consistency across medical, mental health and jail-driven policies.

8.2 Procedures Manual: Contractor shall maintain an updated on-site procedures manual that meets all applicable requirements.

Confirmed. CFMG has 33 years of experience developing and maintaining policies and procedures for county correctional facilities. Our mental healthcare program is driven by policies, procedures and treatment protocols that are geared specifically toward the correctional environment. Our Policies and Procedures (P&P) Manual adheres to all applicable federal, state, and local guidelines, including, but not limited to Title 15, IMQ, NCCHC standards, ACA standards, and guidelines established by the Sonoma County to ensure all policies and procedures are consistent with applicable standards and laws, and addresses the needs of the facility. CFMG ensures:

- A current copy of our Policies & Procedures Manual is maintained in the health services unit and accessible to all health care staff 24 hours a day
- An electronic copy of the manual, with search capabilities, is also accessible
- Thorough training regarding policies and procedures to ensure all onsite staff has a working knowledge of them
- Our staff complies with the policies and procedures through on-site and corporate supervision

CFMG and Sonoma County's Administrator will review the customized P&P Manual at least annually, and we will make revisions and updates as needed. Any changes are presented to the Sonoma County facilities to keep the manual current and maintain compliance all applicable standards as well as the facility's needs. The Facilities' Administration will be notified of any changes.

Any behavioral health policies and procedures will continue to be cross-referenced, and developed in collaboration, with the County Mental Health program.

All written job descriptions are listed in the County's P&P Manual as well as protocols defining specific duties and or responsibilities for all assignments.

9. Maintenance of Accreditations (RFP page 9)

Describe how accreditations are maintained as listed below. During the term of the contract, Contractor must provide and maintain the following:

- a. All required accreditations, including but not limited to IMQ accreditation.
- b. Appropriate accreditation on the Opioid Treatment Program.
- c. Contractor shall provide copies of any accreditation or other documentation related to qualifications, continuing education, and training upon request of SCSO.



- d. Compliance with IMQ accreditations is mandatory. Contractor shall help to supply documentation for the accreditation process. Formal audits are required every year and Contractor shall cooperate with SCSO who may perform maintenance audits periodically throughout the year.

IMQ Accreditation Experience

CFMG has completed 163 successful IMQ accreditation processes in California, and currently serves 2/3 of all IMQ-accredited programs in California, more than all other providers combined. In 33 years, we have never lost accreditation.

Opioid Treatment Program

As noted in Addendum 2, we have removed this program from our response.

Accreditation Documents

CFMG will provide any accreditation documents requested by the County.

Accreditation Compliance

Agreed.

10. Claims and Legal Actions (RFP page 10)

Contractor shall actively and fully cooperate with SCSO legal counsel and risk management staff in the investigation, defense, or and other work related to any internal investigation, claim, or legal action against or on behalf of SCSO, including any of its divisions, employees, volunteers, or agents. Said assistance shall include, but is not limited to:

- a. Timely provision of data;
- b. Medical records;
- c. Investigation of claims;
- d. Preparation of declarations or affidavits;
- e. Other information as counsel deems necessary to prepare the defense or prosecution including the participation at any trial or hearing; and
- f. Contractor must comply with all past, current, future settlements, and litigation concerning the delivery of inmate health care services.

Confirmed. Our general counsel, Ben Rice, was general counsel for the California Department of Corrections and Rehabilitation (CDCR) for seven years, and brings his wealth of experience, knowledge and legal skill to CFMG and our clients. Ben leads our



risk management committee and is an exceptional resource to Sonoma County in managing risk and liability.

11. Reports (RFP page 10)

Please describe how the following services will be provided for each of the following items. Contractor shall prepare and submit regular reports to SCSO. Unless otherwise stated reports are to be submitted on July 1st of each year and at other times as requested by SCSO.

Agreed.

11.1 Statistical Information. Contractor shall maintain general statistics and record keeping covering the services provided. Contractor shall make available to SCSO in a timely manner accrued data regarding services provided. Data shall be compiled in appropriate reports as defined by SCSO and be provided at a minimum in a monthly report. Such reports shall be in a format that does not contain any personally identifiable information about inmates.

Confirmed. As described in our Quality Assurance section, we will collect statistical data and provide reports on a mutually agreed upon schedule. Please refer to [section 6.3](#) for additional details regarding our statistical information.

11.2 Credential Report. Contractor shall submit an annual Compliance Report by calendar year, due each year by no later than January 15, to SCSO on all applicable certifications, accreditations, and licenses during the life of this contract.

Agreed. CFMG will submit an annual audit report on health care delivery and pharmaceutical services, noting corrective action taken as a result of audits.

11.3 Behavioral/Mental Health Appraisal Status Report. Contractor shall prepare an annual report by calendar year, due each year no later than January 15 to SCSO on compliance with federal laws and California laws, regulations, and codes relating to Detention and Corrections Facilities BHS Programs at MADF and NCDF, including, but not limited to compliance with PREA and the Americans with Disabilities Act. Reports shall include but not be limited to:

- a. Inmate requests for behavioral/mental health services
- b. Inmates seen at sick call
- c. Inmates seen by psychiatrist
- d. Inmates seen by non-physician practitioner
- e. Inmates seen by mental health clinician



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- f. Inmates seen by client care case manager
- g. Out Patient Housing Unit admission, patient days, average length of stay
- h. Mental Health referrals
- i. Off-site hospital admissions
- j. Intake mental screening
- k. History and mental assessments
- l. Psychiatric evaluations
- m. Specialty clinics attendance and screenings in-house
- n. Diagnostic studies
- o. Report of third party reimbursement, pursuit of recovery
- p. Percentage of inmate population dispensed medication
- q. Inmate suicides
- r. Number of hours worked by entire behavioral/mental health service staff, specifying each post or shift
- s. Other data deemed appropriate by the SCSO

Agreed. CFMG will provide Sonoma the annual reports listed above by the 15th of January annually.

11.4 Health Services Utilization Reports. Contractor shall provide monthly statistical reports on behavioral/mental health services utilization. The reports shall include the data set and report formats approved by SCSO. A quarterly synopsis of this data shall also be prepared and provided to SCSO.

Agreed. As described in our Utilization Management section, we will provide the SCSO monthly detailed reports and quarterly report summaries. This report will drill down on health services utilization, and assemble data in a format pre-approved by the County. The Behavioral Health Program Manager will also prepare a quarterly synopsis of this data for the County.

11.5 Work Post Expense Report. Contractor shall provide quarterly payroll expense reports which include the cost of staffing each position, including salary and employer paid benefits, per Work Post position. The information must be in such a format and usable to calculate any credits for inadequate Work Post coverage/staffing and reconcile directly to contractor invoicing.

Agreed. Our Program Manager will prepare the Work Post Expense Report. This report will include all the monthly payroll expenses, including the cost of staffing each position, position salary, and employer paid benefits. We will submit this report



by the 5th of each month following the end of the quarter, in an Excel format to ensure the County is able to manipulate the document to extract the data the County requires.

11.6 Objectives. Quarterly and annual summaries shall be submitted to SCSO describing progress toward agreed upon objectives for the services and the status of special projects or reports requested. This report shall contain data reflecting the previous month's workload, without identifying the inmates' personal information.

Agreed. We will submit quarterly and annual summaries to the County describing progress toward agreed upon objectives for the services and the status of special projects or reports requested. The Program Manager will gather data reflecting the previous month's workload, without identifying the inmates' personal information.

11.7 Schedules. Reporting and Scheduled Reviews shall adhere to the following:

- a. All reports should be provided to SCSO, with copies to other parties as identified by SCSO.
- b. Reports for monthly reports shall be submitted on the fifth calendar day of each month.
- c. Offsite Activity/Cost Report. Contractor shall provide an off-site activity/cost report by the 20th of each month. The report shall contain all off-site cost reports outlining off-site outpatient, in-patient, emergency room visits, and clinical services visits.
- d. Daily Report. Contractor shall submit a daily report for the previous 24 hours prior to 0900 hours which includes the following:
 - i. Transfers to off-site hospital emergency departments
 - ii. Communicable disease reporting
 - iii. Suicide data (i.e., attempts and precautions taken)
 - iv. Report of status of inmates in local hospitals and infirmaries
 - v. Staffing rosters
 - vi. Submit completed medical incident report copies
 - vii. Submit completed medical grievance report copies
 - viii. A list of lost medical files
 - ix. Intake screenings performed

Agreed.



Schedules

On a daily basis, the Program Manager will post copies of staffing schedules, which include all healthcare staff, in designated areas and submitted to the SCSO. Our Program Manager will work closely with the SCSO or designee to verify the shift coverage. The supervisor of each shift will verify and sign off on each shift coverage and then the shift supervisor will be submitting copies of the coverage to the SCSO on a daily basis.

Monthly schedule reports will be delivered to the Contracts Lieutenant by the 5th of every month.

Offsite Activity/Cost Report

CFMG will provide the SCSO an off-site activity/cost report by the 20th of each month. We will include all off-site cost reports outlining off-site outpatient, in-patient, emergency room visits, and clinical services visits.

Daily Reports

The Program Manager will submit comprehensive daily reports to the SCSO at 9:00 a.m. each day. These reports will capture relevant healthcare data from the previous 24 hours, including, but not limited to the following:

- Transfers to off-site hospital emergency departments
- Communicable disease reporting
- Suicide data (i.e., attempts and precautions taken)
- Report of status of inmates in local hospitals and infirmaries
- Staffing rosters
- Submit completed medical incident report copies
- Submit completed medical grievance report copies
- A list of lost medical files
- Intake screenings performed

12. Transition (RFP page 12)

Describe experience related to transitioning services from existing provider of services.

Include a detailed sample plan and timeline.

We understand that when you add a new service into your healthcare program, a well-planned and executed transition is essential to the overall plan and critical to



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long-term success. Over the past 33 years, we have established an intensive transition/start-up program that is organized, systematic, thorough and proven to be extremely effective. Once we are awarded the opportunity to add behavioral health services to our Sonoma County healthcare program, we will execute our start-up plan, which includes a robust on-site transition team. We will work closely with the County to ensure a smooth transition. On October 1, we completed the successful transition of Alameda County from Corizon to CFMG. This smooth transition required an on-site transition team of some 45 people, and we will commit to do whatever it takes to ensure a successful transition in Sonoma County.

Please refer to [Appendix 6, Transition Plan](#) for additional details regarding our 30-day implementation.



Section IV: Costs (Attachment B, page 3)

The cost proposal must include the pricing structure for five years of operation under contract. Include a formula/method for calculating contract costs increases for each year after the initial contract year. Proposal costs should be broken down into the following categories:

1. Administrative and overhead expenses (include a description of what administrative and overhead expenses include)
2. Salary and benefits costs, itemize costs by staff member and their job class, and include salary ranges for all staff. Please itemize 1370 Misdemeanor Restoration, 1370 Felony Restoration, and BHHU enhanced programming staffing (Section 2, Sub-Section 2, "Staffing" of the RFP).
3. Pharmaceuticals
4. Tools and equipment
5. Transportation costs
6. Other supplies
7. Off-site treatment services
8. Insurance coverage costs
9. Other Expenses (must be itemized)

Please refer to the following pages for CFMG's proposal pricing and itemized staffing costs.



FIVE YEAR PROPOSED PRICING STRUCTURE

Sonoma County Behavioral Health MADF and NCDF					
	Line Item Costs ¹				
	Year 1	Year 2	Year 3	Year 4	Year 5
Personnel					
Staffing costs	\$ 2,655,150	\$ 2,734,804	\$ 2,816,848	\$ 2,901,354	\$ 2,988,394
Operating Costs					
Pharmaceutical services	450,000	463,500	477,405	491,727	506,479
Tools and equipment	-	-	-	-	-
Transportation costs	-	-	-	-	-
Other supplies	10,820	11,145	11,479	11,823	12,178
Off-site treatment services ²	-	-	-	-	-
Insurance coverage costs ³	62,000	63,860	65,776	67,749	69,782
Other expenses					
Laboratory services	10,000	10,300	10,609	10,927	11,255
Continuing education & training	15,000	15,450	15,914	16,391	16,883
Moral Reconciliation Therapy (MRT) manuals, workbooks and training	15,340	15,800	16,274	16,762	17,265
Total Operating Costs	563,160	580,055	597,456	615,380	633,842
Administration and Overhead ⁴	401,098	413,131	425,525	438,291	451,439
TOTAL COST	\$ 3,619,408	\$ 3,727,990	\$ 3,839,830	\$ 3,955,025	\$ 4,073,675

Sonoma County Behavioral Health 1370 Misdemeanor Restoration to Competency Program					
	Line Item Costs ¹				
	Year 1	Year 2	Year 3	Year 4	Year 5
Personnel					
Staffing Costs	\$ 120,632	\$ 124,251	\$ 127,978	\$ 131,818	\$ 135,772
Administration and Overhead ⁴	-	-	-	-	-
TOTAL 1370 Misdemeanor Program Cos	\$ 120,632	\$ 124,251	\$ 127,978	\$ 131,818	\$ 135,772



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Sonoma County Behavioral Health 1370 Felony Restoration to Competency Program					
Line Item Costs ¹					
	Year 1	Year 2	Year 3	Year 4	Year 5
Personnel					
Staffing costs	\$ 842,899	\$ 868,186	\$ 894,232	\$ 921,058	\$ 948,690
Operating Costs					
Pharmaceutical services	\$ 73,000	\$ 75,190	\$ 77,446	\$ 79,769	\$ 82,162
Other supplies (psychological testing materials)	\$ 15,000	\$ 15,450	\$ 15,914	\$ 16,391	\$ 16,883
Other expenses (laboratory services)	\$ 10,000	\$ 10,300	\$ 10,609	\$ 10,927	\$ 11,255
Total operating costs	\$ 98,000	\$ 100,940	\$ 103,968	\$ 107,087	\$ 110,300
Administration and Overhead ⁴					
	-	-	-	-	-
TOTAL 1370 Felony Program Costs	\$ 940,899	\$ 969,126	\$ 998,200	\$ 1,028,146	\$ 1,058,990

Sonoma County Behavioral Health BHHU***					
Line Item Costs ¹					
	Year 1	Year 2	Year 3	Year 4	Year 5
Personnel					
Staffing costs	\$ 304,711	\$ 313,852	\$ 323,268	\$ 332,966	\$ 342,955
Operating Costs					
	Operating costs for the BHHU (pharmaceuticals, labs, etc.) would be accounted for via the medical contract per diems for increased ADP.				
Administration and Overhead ⁴					
	48,117	49,560	51,047	52,578	54,156
TOTAL COST	\$ 352,828	\$ 363,412	\$ 374,315	\$ 385,544	\$ 397,111



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- ¹ For presentation, 3% annual increases assumed. Actual renewal pricing to be based on the percentage increase for the previous 12-month period in the Medical Care Services component of the Consumer Price Index for all Urban Consumers for the West region, as published by the U.S. Department of Labor.
- ² This proposal for behavioral health services includes no provision for payment of off-site treatment services. Offsite costs, with the exception of inpatient psychiatric hospitalization, will continue to be covered under the terms of CFMG's current medical services contract.
- ³ CFMG currently carries professional liability insurance in connection with its contract to provide general medical services for Sonoma County with limits of \$2,000,000 per claim or occurrence and \$5,000,000 annual aggregate, with the County named as additional insured but with limits non-exclusive to the County. This insurance would extend to behavioral health services contemplated by this proposal at no additional cost. The additional annual cost for exclusive limits is \$62,000 and is included in our pricing structure presented here. If CFMG's current insurance coverage is deemed acceptable for the behavioral services contract, our annual proposal cost would be reduced by \$62,000.
- ⁴ Administration and overhead includes corporate and regional clinical, operational and administrative support services. All administration and overhead for Restoration to Competency Programs is Included with the MADF and NCDF facility costs.
- ⁵ BHHU costs are shown in today's dollars for reference purposes. Costs would likely be higher when the facility comes online in 2019.

ITEMIZED STAFFING COSTS

Salary and Benefit Costs					
Sonoma MADF					
POSITION NAME	LICENSURE OR CREDENTIALS	# FTES	BASE HOURLY RATE	EFFECTIVE HOURLY RATE, INCLUDING WAGES, SHIFT PREMIUMS, BENEFITS AND PAYROLL TAXES	BUDGETED COST
Psychiatrist	MD	1.00	\$202.50 - \$247.50	\$202.50 - \$247.50	\$ 468,832
Psychiatric NP/PA	NP/PA	0.60	\$90.00 - \$110.00	\$105.97 - \$129.52	\$ 146,950
Mental Health Program Director	Ph.D. or Psy.D.	1.00	\$56.70 - \$69.30	\$67.78 - \$82.85	\$ 156,659
Mental Health Clinician	LCSW, LMFT, LPC	7.60	\$45.00 - \$55.00	\$54.60 - \$69.93	\$ 981,599
Mental Health Clinician - Intake	LCSW, LMFT, LPC	1.40	\$45.00 - \$55.00	\$54.60 - \$69.93	\$ 178,552
Substance Abuse Counselor (AODA)	LCSW, LMFT	1.00	\$45.00 - \$55.00	\$54.60 - \$69.93	\$ 126,198
Discharge Planner/Reintegration Specialist	LSW	1.00	\$31.50 - \$38.50	\$39.40 - \$48.15	\$ 91,051
Clerk		1.00	\$22.50 - \$27.50	\$29.26 - \$35.76	\$ 67,620
Relief factor (backfill for holidays, vacations, etc.)					\$ 296,659
TOTAL		14.6			\$ 2,514,119



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Salary and Benefit Costs					
Sonoma NCDF					
POSITION NAME	LICENSURE OR CREDENTIALS	# FTES	BASE HOURLY RATE	EFFECTIVE HOURLY RATE, INCLUDING WAGES, BENEFITS AND PAYROLL TAXES	BUDGETED COST
Psychiatric NP/PA	NP/PA	0.20	\$90.00 - \$110.00	\$105.97 - \$129.52	\$ 48,671
Mental Health Clinician	LCSW, LMFT, LPC	0.60	\$45.00 - \$55.00	\$54.60 - \$69.93	\$ 75,719
Relief factor (backfill for holidays, vacations, etc.)					\$ 16,641
TOTAL		0.8			\$ 141,031

Salary and Benefit Costs					
Sonoma 1370 Felony Restoration to Competency Program					
POSITION NAME	LICENSURE OR CREDENTIALS	# FTES	BASE HOURLY RATE	EFFECTIVE HOURLY RATE, INCLUDING WAGES, BENEFITS AND PAYROLL TAXES	BUDGETED COST
Forensic Psychiatrist	MD	0.60	\$202.50 - \$247.50	\$202.50 - \$247.50	\$ 280,800
Forensic Psychologist	Ph.D. or Psy. D.	0.75	\$157.50 - \$192.50	\$157.50 - \$192.50	\$ 273,000
Mental Health Clinician	LCSW/LMFT/LPC	0.75	\$45.00 - \$55.00	\$54.60 - \$69.93	\$ 94,649
Competency Trainer	LSW	1.00	\$31.50 - \$38.50	\$39.40 - \$48.15	\$ 91,051
Administrative Assistant		0.80	\$22.50 - \$27.50	\$29.26 - \$35.76	\$ 54,096
Relief factor (backfill for holidays, vacations, etc.)					\$ 64,864
TOTAL		3.9			\$ 858,460

Salary and Benefit Costs					
Sonoma 1370 Misdemeanor Restoration to Competency Program					
POSITION NAME	LICENSURE OR CREDENTIALS	# FTES	BASE HOURLY RATE	EFFECTIVE HOURLY RATE, INCLUDING WAGES, BENEFITS AND PAYROLL TAXES	BUDGETED COST
Mental Health Clinician	LCSW/LMFT/LPC	0.25	\$45.00 - \$55.00	\$54.60 - \$69.93	\$ 31,550
Competency Trainer	LSW	0.80	\$31.50 - \$38.50	\$39.40 - \$48.15	\$ 72,841
Relief factor (backfill for holidays, vacations, etc.)					\$ 8,532
TOTAL		1.05			\$ 112,923



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Salary and Benefit Costs					
Sonoma BHHU					
POSITION NAME	LICENSURE OR CREDENTIALS	# FTES	BASE HOURLY RATE	EFFECTIVE HOURLY RATE, INCLUDING WAGES, BENEFITS AND PAYROLL TAXES	
Psychiatrist	MD	0.20	\$202.50 - \$247.50	\$202.50 - \$247.50	\$ 93,600
Mental Health Clinician	LCSW, LMFT, LPC	1.00	\$45.00 - \$55.00	\$54.60 - \$69.93	\$ 126,198
Discharge Planner/Reintegration Specialist	LSW	0.60	\$31.50 - \$38.50	\$39.40 - \$48.15	\$ 54,631
Relief factor (backfill for holidays, vacations, etc.)					\$ 22,430
TOTAL		1.8			\$ 296,859

10. Cost Containment Program - Specify a detailed plan for the implementation and operation of a cost containment program. Addressed in this section shall be the mechanism by which respondent plans to control health care costs, areas in which costs savings will be achieved, how hospital costs are reviewed, and evidence of the success of such a program at other contract sites.

CFMG uses a number of cost-containment processes in its provision of medical services to Sonoma County's inmate population. Most notable is our exclusive InmateCare+ Referral Management Process, which is built on two principles: first, that clinical, rather than financial considerations, should always take precedence; and second, that medical decisions should be made by medical staff. We never rely on non-physicians to make utilization decisions.

e-Referral and e-Consult: Key to consistently achieving our goal of optimal, not minimal, off-site care is our cloud-based e-Referral application. First, this application ensures that our Chief Medical Officer, Dr. Raymond Herr, reviews and approves all non-emergent offsite referrals.

Because it is a cloud-based system, Dr. Herr is able to review referrals any place/any time on any web-enabled device, including iOS and Android mobile devices. He can approve, defer or request additional information on any referral, and generally does so within a few hours, and always within 24-hours. While emergent referrals are fast-tracked through the system without review, Dr. Herr reviews all emergent referrals retrospectively, providing retrospective guidance and training where appropriate.

The **e-Consult** provides near-real-time consultations with a panel of medical specialists. Using **e-Consult**, our on-site physicians and mid-level providers can access any one of 24 specialties and 35 sub-specialties, including infectious disease, orthopedics and cardiology. These specialists can either confirm that our provider



Proposal to Provide Sonoma County Inmate Behavioral Health Services

should send the patient for an off-site referral or, as happens about half the time, provide expertise to support management on-site, reducing unnecessary offsite referrals, and ensuring optimal clinical care. All **e-Consults** are documented in the patient chart.

Upon completion of an approved referral, appointments are set and scheduled. The specialist is advised of the requirement of a referral, the expectations of submitting a claim, the reimbursement and points of contact for assistance.

This application includes robust analytics and dashboards that allow our clinical team to analyze data on all referrals to identify opportunities to help optimize the delivery of on-site care and to reduce unnecessary offsite referrals. It has been our experience that about half of all e-Consults result in management by our on-site providers, supported by the consulting specialty physician, effectively eliminating the need for an off-site specialist visit.

Overall, we have documented a 27% reduction in off-site transports through our referral management program in a large CFMG-partner county.

Inpatient Care Management: Our Care Management Team of Registered Nurses, led by our Chief Medical Officer, works closely with acute care hospital staff to and attending physician to ensure the most appropriate treatment and timely discharge planning. They use InterQual data analytics to ensure that inpatient stays are appropriate and that patients return to custody as soon as they reach a level permitting safe in-custody care.

Other Cost Containment Processes: CFMG applies other cost containment principles to help control and reduce offsite costs. Key elements of this program are listed below.

Proactive Onsite Care Optimization: By optimizing the delivery of medical care onsite, we significantly reduce off-site transports and offsite care requirements. This not only reduces your cost of off-site care, but can reduce significantly the cost and burden on your custody staff. We will use our statistics to determine new opportunities to provide services within the facilities.

Claims Administration, Adjudication and Processing: CFMG uses industry-standard claims adjudication methodology for offsite medical claims. By applying the same rules used by Medicare, Medicaid, and private insurance payors, we can assure that we only pay for eligible charges as defined by National Correct Coding initiatives. This allows us to eliminate line item charges that are already included in the primary procedure billed on the claim. We then apply s negotiated discounts, if any, to the eligible charges, further reducing the final claim cost. This process routinely produces significant reductions of billed charges involving inpatient stays, outpatient surgeries, specialist visits and ER visits.



Section V. Identification of Subcontractors

(Attachment B. Page 4)

Proposers shall identify all subcontractors they intend to use for the proposed scope of work. For each subcontractor listed, proposers shall indicate (1) what products and/or services are to be supplied by that subcontractor and, (2) what percentage of the overall scope of work that subcontractor will perform.

CFMG has 33 years of behavioral health experience and does not intend to use subcontractors to provide Behavioral Health services to Sonoma County.



Section VI. Insurance (Attachment B. page 4)

The selected proposer will be required to submit and comply with all insurance as described in the attached Sample Agreement (Attachment C). Securing this insurance in all aspects is a condition of award for this contract.

Regarding Attachment C - Sample Agreement, Exhibit B Insurance, Professional Liability/Errors and Omissions Insurance item a. *“Minimum Limits: \$2,000,000 per claim or per occurrence; \$5,000,000 annual aggregate. The required limits shall apply exclusively to the County of Sonoma.”*

Pursuant to our existing contract to provide medical services to Sonoma County, CFMG currently maintains professional liability/errors and omissions insurance with limits of \$2,000,000 per claim or occurrence and \$5,000,000 annual aggregate, with limits non-exclusive to the County. The County is named as an additional insured on our existing policy. This existing coverage would apply to the behavioral health services contemplated by this proposal, at no additional cost.

We have included in our pricing structure the amount of \$62,000 to provide coverage with exclusive limits of \$2 million/\$5 million for the County. These exclusive limits would also apply to the services covered by CFMG's existing medical services contract.

If CFMG's current insurance coverage is deemed acceptable for the behavioral services contract, our proposal cost would be reduced by \$62,000.

CFMG has included a sample Certificate of Insurance as [Appendix 7](#).



Section VII. Additional Information

(Attachment B. page 4)

Include any other information you believe to be pertinent but not required.

Please refer to [Appendix 9](#) for all testing information.



Section VIII. Contract Terms (Attachment B. page 4)

Proposers must include a statement acknowledging their willingness to accept the contract terms in the Sample Agreement (Attachment C) or identify specific exceptions to the sample agreement.

CFMG acknowledges our willingness to accept contract terms.



Section X. Local Business Declaration for Services & Living Wage Compliance

(Attachment B. page 4)

Include a signed copy of the Local Business Declaration for Services (Attachment D) if applicable, and the Living Wage Compliance Form (Attachment E).

Please refer to [Appendix 8](#) for executed copies of Attachments D and E.



Appendix 6 – Transition Plan

**CFMG BEHAVIORAL HEALTH
PROGRAM IMPLEMENTATION SCHEDULE FOR THE SONOMA COUNTY DETENTION
FACILITIES**

Facility: Sonoma County Adult Detention Facilities, CA

Contract Award Date: 4/4/17

Start Date: TBD

Note: This schedule is based on a 30-day transition period at contract award. The timelines provided are estimates based on our experience with program implementation at other facilities. Upon award of contract, we will work closely with the Sonoma County Sheriff's Office to adjust timelines as mutually agreed upon.

Event or Activity	Department	Activity Date	Completion Time
1. Award Date: 4/4/17			
Negotiate final contract terms	Chief Operations Officer/ Chief Executive Officer/ Legal	Upon award or immediately after	2 weeks
Review contracted position needs	Chief Operations Officer/ Director of Operations/ HR, Recruiting	Upon award or immediately after	1 week
Begin external search for positions (positions for external recruitment will depend on who is retained from existing staff)	HR/Recruiting	Upon award or immediately after	Ongoing until start-date or until all positions are filled
Review malpractice insurance; procure insurance certificate that meets County's insurance requirements	Legal	Upon award or immediately after	2-3 weeks
2. Corporate Transition Team (Pre-Start Date or Pre-Site Arrival Activities)			
Designate transition team, could include: COO, Chief Medical Officer, Chief Psychiatric Officer, Director of Operations, Corporate MH team, HR, Legal, IT, UM, etc.	Chief Operations Officer	Immediately after award	1 week
Assign transition team leader	Chief Operations Officer	Immediately after award	1 week
Ensure all aspects of contract is considered for planning process	Chief Operations Officer/Transition Lead and Team	Immediately after award	1 week

Event or Activity	Department	Activity Date	Completion Time
Develop plan and timetable to be on-site for meet and greet, interviews, HR processing; making contact with all Jail Administration and Staff, other required setup (IT, 3 rd party contracts, UM, etc.)	Transition Lead and Team	Immediately after award	1 week
Determine with Jail Administration if communication is allowed with existing mental health staff prior to start date; send welcome letters to all existing mental health staff	Director of Operations/ HR	Immediately after award	1 week
Review site MH personnel, interview applicants and determine who will continue with CFMG. Staffing and shift schedules will be incorporated into this interview/ hire process and will be discussed with applicants.	HR/ Director of Operations/ Program Manager/ Regional Director of Behavioral Health	Immediately after contract award.	Will continue until all positions are filled
Make offers to accepted applicants, secure relevant paperwork, licensures, etc.; Fill open positions with external candidates	HR/Director of Operations	Prior to start date as new hires are identified	Will continue until all positions are filled
Secure all security clearances	Program Manager	Prior to start date as new hires are identified	Ongoing as new staff are hired
Begin HR/Employee orientation and training	Director of Operations/ Program Manager/ HR	1 week prior to start date	Ongoing as new staff are hired
Identify HR orientation paperwork, policies/procedures, manuals and all MH program training and orientation material, manuals, forms, to be implemented on site	HR / Director of Operations/ Regional Director of Behavioral Health	Immediately after award	4 weeks prior to start date
Review contract requirement for coverage, and finalize coverage details, staffing schedules, shifts, etc. Relay final	Director of Operations/ Program Manager	Immediately after award	1 week

Event or Activity	Department	Activity Date	Completion Time
coverage schedule to Recruitment.			
Review contract requirements for all clinical services and programming; ensure all aspects of clinical/ programming services per RFP/ contract is considered in planning	Regional Director of Behavioral Health/ Chief Psychiatric Officer/ Corporate Behavioral Health Team	Immediately after award	1 week
<u>START DATE OR ARRIVAL ON-SITE</u>			
3. CORPORATE TRANSITION TEAM			
Arrive on site/ Meet and greet with Jail Admin and staff	Corporate Transition Team	1 week prior to start date	Prior to award
Tour Facility	Corporate Transition Team	1 week prior to start date	Prior to award
Identify office space for Mental Health Manager and clinical staff	Director of Operations/ Program Manager	Within 1 st week of start-date	End of 1 st week
Obtain facility mental health policies and procedures/ Begin establishing site specific mental health policies and procedures	Director of Operations/ Program Manager/ Regional Director of Behavioral Health	Within 1 st and 2 nd week of start-date	End of 4th week
Begin mental health staff clinical/ program orientation and training (establish CFMG mental health services proposal for facility and all new treatment programs)	Regional Behavioral Health Director and Corporate Mental Health Team Members	Day one	Ongoing as new staff are hired
Repeat HR/ Employee orientation and training for last round of hires	Director of Operations/ Program Manager/ HR	Ongoing after start date	Ongoing as new staff are hired
Repeat mental health clinical/ program orientation and training for last round of hires (establish CFMG mental health services proposal for facility and all new treatment programs)	Regional Behavioral Health Director and Corporate Mental Health Team Members	Within 4 th week of start-date	Ongoing as new staff are hired

Event or Activity	Department	Activity Date	Completion Time
Schedule Mental Health Orientation training with Admin for Security Staff (training covers program orientation, intake, suicide prevention, SMI management)	Regional Director of Behavioral Health / Mental Health Program Manager/ Program Manager	Week 2 of start date	Training will occur 14-21 days after start date or as mutually agreed upon with Jail Administration
Conduct separate, focused training with Mental Health Program Manager/ Director	Regional Director of Behavioral Health	Within 1st week of start-date	End of 4 th week
Conduct separate, focused training with all Psychiatric Staff	Chief Psychiatric Officer and Regional Director of Behavioral Health	Within 1st week of start-date	End of 4 th week
For ROC Programs: Conduct separate, focused training with ROC staff	Corporate Mental Health Team Experts	Within 2nd week of start-date	End of 4 th week
Begin reaching out to Community Partners and stakeholders; Initiate collaboration and discussions on “hand-off” process and MRT program.	Regional Director of Behavioral Health/ Program Manager	Within 2 nd week of start-date	Aftercare and hand-off processes are discussed intensely with community partners at beginning of contract and discussions continue routinely throughout contract; MRT training completed within 45-60 days of start-date and includes participation of community groups.
4. OFFSITE MENTAL HEALTH CARE/ HOSPITALIZATIONS			
Identify potential hospitals CFMG will partner and contract with for outside Mental Health care; begin discussions; discuss arrangement and understanding of partnership.	Operations/ Program Manager	Immediately after contract award	Ongoing as new partners are identified
Draft agreement or letter of understanding	Legal/ Operations	As soon as partnerships are identified	Ongoing as new partners are identified
5. PHARMACY			
Begin discussions with Diamond Pharmacy regarding Psychotropic Medication utilization and contract	Utilization Management/ Chief Medical Officer/ Chief Psychiatric Officer	Immediately after contract award	Prior to start of contract

Event or Activity	Department	Activity Date	Completion Time
Establish policies and procedures for pharmacy practice with PM, Healthcare, and Mental Health staff (may be in place with CFMG medical contract)	Utilization Management/ Chief Medical Officer	Prior to start date	By day 1 of services
Establish storage system for Psychotropic medications (may be in place with CFMG medical contract)	Director of Operations/ Program Manager	Currently in place	N/A
Establish emergency after-hours pharmacy utilization protocol (may be in place with CFMG medical contract)	Director of Operations/ Program Manager	Currently in place	N/A
Establish procedures and logs for utilization and inventory of controlled substances	Director of Operations/ Program Manager	Currently in place	N/A
Obtain PDR and drug reference books for Psychiatric and mental health staff	Director of Operations/ Program Manager	Prior to start date	By day 1 of services
6. UTILIZATION MANAGEMENT			
Review all mental health related off-site care or referrals for off-site care	Chief Medical Officer/ Chief Psychiatric Officer/ Program Manager	Day one of services (sooner if allowed)	Ongoing
If there are existing mental health related off-site care, track all activity daily; determine length, appropriateness, and discharge planning needs	Utilization Management/ Chief Medical Officer/ Program Manager	Day one of services (sooner if allowed)	Ongoing
Provide UM training to Psychiatric and Mental Health Program Manager	Director of Operations/ Program Manager	Within 4 th week of start-date	End of 4 th week
7. SAFEGUARDING SEVERE/ ACUTE MENTAL HEALTH CASES DURING TRANSITION			
Review of all prescribed medication treatments for acute mental health patients and most severe	Chief Psychiatric Officer	Day one of services (sooner if allowed)	Ongoing

Event or Activity	Department	Activity Date	Completion Time
cases to ensure all are stable while services are being transitioned to CFMG.			
Review of all acute, high risk, suicide watch, close observation and severe cases to ensure all are stable while services are being transitioned to CFMG.	Regional Behavioral Health Director/ Chief Psychiatric Officer	We currently monitor these individuals and will continue to do so.	Ongoing
Establish crises on-call system for Psychiatric and mental health emergencies	Chief Psychiatric Officer/ Regional Director of Behavioral Health/ Program Manager	Day before services start	Beginning of day 1
8. SAFEGUARDING NON-ACUTE TO MODERATE MENTAL HEALTH CASES DURING TRANSITION/ ESTABLISHING SICK-CALL			
Review and ensure referral systems are established appropriately	Regional Behavioral Health Director	Within 1st week of start-date	End of 2nd week
Review and ensure triage system and MHP clinic schedules are established appropriately (ensure all non-acute inmates are reviewed for stability by clinicians).	Regional Behavioral Health Director	Day one of services	End of 2nd week
9. MENTAL HEALTH RECORDS			
Begin discussions with County Mental Health on collaborative transfer of mental health records to CFMG	Director of Operations/ Program Manager	Immediately after contract award	Day one of services
Develop plan with Administrative Staff to incorporate all County mental health records into CFMG medical files	Program Manager/ Administrative Staff	Day one of services (sooner if allowed)	Ongoing until completed
10. DATA COLLECTION			
Develop and set-up logs and spreadsheets for collection of statistics	Regional Director of Behavioral Health / Mental Health Program Manager/ Mental Health Clerk	Prior to start date	Day one of services
Establish procedure for monthly statistics reporting	Regional Director of Behavioral Health / Mental Health Program Manager and Program Manager	Statistics application already in place	Prior to start of services

Event or Activity	Department	Activity Date	Completion Time
Identify reports needed, for whom, and timeframes for submission	Regional Director of Behavioral Health / Mental Health Program Manager and Program Manager	Prior to start date	End of week one
11. MEETINGS AND COMMITTEES			
Establish treatment team meetings, CQI committee meetings, administrative meetings, etc.	Regional Behavioral Health Director/ Mental Health Program Manager / Program Manager	Already established	Will review dates during first week of services
Determine frequency of meetings with Jail Administration and Command Staff	Mental Health Program Manager/ Program Manager	Already established	Day one of services
12. OFFICE SUPPLIES/ COMPUTERS AND TELEPHONES			
Review and determine what office supplies, program supplies, testing material are needed for all mental health staff (including base MH staff and ROC staff, if applicable)	Director of Operations/ Mental Health Program Manager/Program Manager	Within 1st week of start-date	End of 4th week
Take inventory and determine what computer, telephone, fax, copier, and other equipment is needed for mental health staff	IT/ Director of Operations/ Program Manager	Prior to start date	Prior to start of services
Set-up email addresses, change voicemail messages, train new staff on new program software (if applicable)	IT/ Director of Operations/ Program Manager	Prior to start date	Ongoing as new staff are hired
13. FOLLOW-UP SUPPORT			
Set date for start-up survey and operations audit	Director of Operations/ Program Manager	End of 4 th week	90 days
Set date for start-up survey and Mental Health Clinical/ Program Audits (Base Program for MADF, NCDF, ROC-MIST and ROC-FIST programs)	Director of Operations/ Program Manager/ Regional Director of Behavioral Health	End of 4 th week	45 to 60 days after transition team departs
Ongoing refinement and clinical/ program support for base and ROC programs.	Regional Behavioral Health Director/ Corporate Mental Health Team	Within 6 th , 7 th , and 8 th week of start-date	Refinement and support is ongoing. All base and ROC mental health programs continue to be refined,

Event or Activity	Department	Activity Date	Completion Time
			supported and monitored intensely by our CFMG Corporate BH team until all programs are running smoothly and effectively on their own. Thereafter, CFMG's Regional Director of Behavioral Health will conduct routine QA checks or be available as needed.



**Appendix 7 –
Certificate of
Insurance**



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
01/12/2017

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

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

PRODUCER Aon Risk Services, Inc of Florida 1001 Brickell Bay Drive Suite 1100 Miami FL 33131 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105	
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED California Forensic Medical Group, Inc. 2511 Garden Road Suite A160 Monterey CA 93940-1491 USA	INSURER A: Arch Specialty Insurance Company 21199	
	INSURER B: Ohio Security Ins Co 24082	
	INSURER C: Berkshire Hathaway Homestate Ins Co. 20044	
	INSURER D: Continental Divide Ins Co 35939	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 570065270939** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			FLP005988100 SIR applies per policy terms & conditions	06/30/2016	06/30/2017	EACH OCCURRENCE	\$5,000,000
	<input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$5,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	\$5,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			BKS(17)57578184	09/27/2016	09/27/2017	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	
	<input type="checkbox"/> UMBRELLA LIAB						EACH OCCURRENCE	
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION							
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			CAWC713187 Workers Comp (AOS) CAWC713598 Workers Comp (Oregon)	10/01/2016	10/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	<input type="checkbox"/> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT	\$1,000,000
	<input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	\$1,000,000
D	<input type="checkbox"/> Physicians Prof			FLP005988100 Claims Made SIR applies per policy terms & conditions	06/30/2016	06/30/2017	Each Claim	\$2,000,000
							Aggregate	\$5,000,000

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

RE: Inmate Behavioral Health Services. County of Sonoma, its Officers, Agents and Employees are included as Additional Insured in accordance with the policy provisions of the General Liability policy. General Liability policy evidenced herein is Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. A waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the Workers' Compensation policy.

CERTIFICATE HOLDER

CANCELLATION

Sonoma County Sheriff's Office 2796 Ventura Ave. Santa Rosa CA 95403 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Inc. of Florida</i>
--	---

Holder Identifier :

Certificate No : 570065270939





**Appendix 8 –
Attachments D & E**



COUNTY OF SONOMA

GENERAL SERVICES PURCHASING DIVISION

2300 COUNTY CENTER DRIVE, SUITE A208
SANTA ROSA, CALIFORNIA 95403
(707) 565-2433 Fax: (707) 565-6107

DECLARATION OF LOCAL BUSINESS FOR SERVICES

Sonoma County gives local businesses a preference in formal solicitations of services as set forth in the County of Sonoma Local Preference Policy for Services. Sonoma County's Local Preference Policy for Services can be reviewed at <http://sonomacounty.ca.gov/General-Services/Purchasing/Doing-Business-with-the-County/Local-Preference-Policy-for-Services/>

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

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

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

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

1. Legal name of business: California Forensic Medical Group, Inc.
2. Physical address of the principal place of business:
2511 Garden Road, Suite A160
Monterey, California 93940
3. Business license issued by incorporated city within the County:
License Number 9997042573 Issued by: City of Santa Rosa

Authorized Signature: Kathy Shea Date: 1/17/17
Printed Name & Title: Kathy Shea, Chief Financial Officer



COUNTY OF SONOMA

GENERAL SERVICES PURCHASING DIVISION

2300 COUNTY CENTER DRIVE, SUITE A208
SANTA ROSA, CALIFORNIA 95403
Phone: (707) 565-2433 Fax: (707) 565-6107

LIVING WAGE EVALUATION PREFERENCE FORM

For-profit service contractors

A five percent weighting preference shall be provided to any service contractor who certifies that at least fifty percent of the workforce that will be used to perform the service contract will be Sonoma County residents. Said weighting preference shall be applied in accordance with the procedures set forth in the County's Local Preference Policy for Services.

Non-profit service contractors

A five percent weighting preference shall be provided to any nonprofit service contractor who voluntarily complies with the County's Living Wage Ordinance on the same schedule applicable to for-profit service contractors. To receive this selection preference, the nonprofit service contractor must submit documentation satisfactory to the purchasing officer certifying that the wages paid by the nonprofit service contractor comply with the requirements of the Ordinance. A weighting preference granted pursuant to this procedure shall be applied in accordance with the procedures set forth in the County's Local Preference Policy for Services.

The undersigned complies with the statements above.

Yes

No

The undersigned acknowledges that they will be required to complete an additional, detailed self-certification form if awarded a contract as a result of this solicitation. By completing and signing this form, the undersigned states that, under penalty of perjury, the statements provided herein are true and correct.

Authorized Signature Kathy Shea Date 1/17/17

Printed Name & Title Kathy Shea, Chief Financial Officer

Organization Name California Forensic Medical Group, Inc.

X Organization is For Profit

Organization is Not for Profit

Link to [Living Wage Ordinance](#)

EXHIBIT B
1370 Felony Program

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 06/03)

FULLY EXECUTED

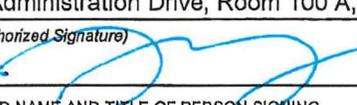
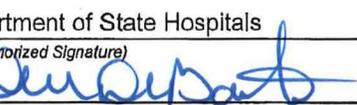
AGREEMENT NUMBER 16-78002-000
REGISTRATION NUMBER

- This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME Department of State Hospitals
CONTRACTOR'S NAME County of Sonoma
- The term of this Agreement is: March 1, 2017, or on DGS approval whichever is later, through February 28, 2018
- The maximum amount of this Agreement is: \$1,527,342.50
One Million Five Hundred Twenty Seven Thousand Three Hundred Forty Two Dollars and Fifty Cents
- The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	5 pages
Exhibit A-1 – Program Elements	7 pages
Exhibit B – Budget Detail and Payment Provisions	3 pages
Exhibit C – General Terms and Conditions	4 pages
Exhibit D – Special Terms and Conditions	9 pages
Exhibit E – Confidentiality and Information Security Provisions	7 pages

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) County of Sonoma		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 2/7/17	 <div align="center" style="border: 2px solid blue; padding: 5px;"> APPROVED FEB 27 2017 OFFICE OF LEGAL SERVICES DEPT. OF GENERAL SERVICES </div>
PRINTED NAME AND TITLE OF PERSON SIGNING Shirlee Zane, Chair, County of Sonoma Board of Supervisors		
ADDRESS 575 Administration Drive, Room 100 A, Santa Rosa, CA 95403		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 2/22/17	
PRINTED NAME AND TITLE OF PERSON SIGNING Joshua Myers, Deputy County Counsel		 <input type="checkbox"/> Exempt per:
STATE OF CALIFORNIA		
AGENCY NAME Department of State Hospitals		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 2/22/17	
PRINTED NAME AND TITLE OF PERSON SIGNING Dawn DiBartolo, Chief, Acquisitions and Business Services Office		
ADDRESS 1600 9th Street, Room 101, Sacramento, CA 95814		

DSH USE ONLY

State Master
 Contractor
 Contract Manager
 Accounting
 State Controller

EXHIBIT A
SCOPE OF WORK

1. CONTRACTED PARTIES:

A. The County of Sonoma, hereafter referred to as the Contractor, agrees to provide services (as defined in Section 6) to the Department of State Hospitals (DSH) pursuant to the terms and conditions of the Agreement.

2. SERVICE LOCATION:

A. The services shall be performed at the Contractor's Main Adult Detention Facility (MADF), located at 2777 Ventura Avenue, in Santa Rosa, California.

3. SERVICE HOURS:

A. The services shall be provided twenty-four (24) hours per day, seven (7) days per week, including all State holidays.

4. PROJECT REPRESENTATIVES:

A. The project representatives during the term of this Agreement will be:

Contract Managers:

Department of State Hospitals		County of Sonoma	
Section/Unit: Forensic Services Division / Jail Based Competency Treatment Program		Section/Unit: Sonoma County Sheriff's Office / Main Adult Detention Facility	
Attention: Christina Edens		Attention: Connie Newton	
Address: 1600 9 th Street, Room 410 Sacramento, CA 95814		Address: 2777 Ventura Avenue Santa Rosa, CA 95403	
Phone: 916-654-5802	Fax: 916-651-1168	Phone: 707-565-8884	Fax: 707-565-1442
Email: Christina.Edens@dsh.ca.gov		Email: Connie.Newton@sonoma-county.org	

Administrative Contacts (all administrative inquiries should be directed to):

Department of State Hospitals		County of Sonoma	
Section/Unit: Forensic Services Division / Jail Based Competency Treatment Program		Section/Unit: Sonoma County Sheriff's Office / Main Adult Detention Facility	
Attention: David Jones		Attention: Connie Newton	
Address: 1600 9 th Street, Room 410 Sacramento, CA 95814		Address: 2777 Ventura Avenue Santa Rosa, CA 95403	
Phone: 916-651-5657	Fax: 916-651-1168	Phone: 707-565-8884	Fax: 707-565-1442
Email: David.Jones@dsh.ca.gov		Email: Connie.Newton@sonoma-county.org	

Either party may make changes to the contact names or information above by giving written notice to the other party. Said changes shall not require an amendment to this Agreement.

Oral/verbal comments or agreements are not binding unless confirmed in writing as an official agreement or amendment.

5. SUMMARY OF WORK TO BE PERFORMED:

- A. Contractor shall provide access to portions of its MADF (hereinafter referred to as "Jail") for the purposes of administering a Jail Based Competency Treatment (JBCT) Program for the provision of restoration of competency treatment services for individuals hereinafter referred to as "Patient Inmates" found by the courts to be Incompetent to Stand Trial (IST) under Penal Code section 1370. Contractor shall provide restoration of competency treatment services to IST Patient Inmates participating in the JBCT Program.

6. CONTRACTOR RESPONSIBILITIES:

- A. Contractor shall designate an area within the Jail dedicated to the administration of a JBCT Program and provide restoration of competency treatment services, either directly or through contract that may restore competency for incarcerated IST Patient Inmates. The Contractor shall provide five (5) single cells with beds in the JBCT-designated area and will be paid in full for the minimum five (5) cells with beds at the per diem rate. The DSH shall compensate Contractor for up to an additional five (5) Patient Inmates at the per diem rate for the actual number of days that each individual Patient Inmate is in the JBCT Program.
- B. In providing restoration of competency treatment services, Contractor shall adhere to the JBCT Program outlines contained in the Exhibit A-1, Program Elements.
- C. Contractor shall ensure that a preliminary evaluation of each potential Patient Inmate is conducted through, at a minimum, a review of the medical and mental health records of each prospective Patient Inmate, prior to admission into the JBCT Program. Contractor shall provide the Sonoma Conditional Release Program (CONREP) with a written report as to placement within the JBCT within ten (10) judicial days of the court's order for placement evaluation.
- D. Implementation of the Contractor's JBCT Program shall be limited to treating Sonoma County Patient Inmates. Contractor agrees that the DSH shall compensate Contractor for the designated area, personnel, and services provided for the care of Patient Inmates receiving treatment services in the JBCT Program, regardless of the number of Patient Inmates admitted, for the contracted five (5) minimum program beds. However, Contractor shall make every reasonable effort to ensure that the five (5) beds provided for treatment services under this Agreement are occupied by Patient Inmates at all times. By mutual agreement, in writing, and at the request of the DSH, Contractor may admit Patient Inmates into the JBCT Program above the five (5) beds to the ten (10) bed program maximum.
- E. Contractor shall ensure that priority for admissions to the JBCT Program shall be coordinated through the court and given to those IST individuals most likely to be restored to competency within the JBCT milieu treatment setting. In the event that bed space is limited and two (2) IST individuals are equally likely to be restored to competency within the JBCT milieu treatment setting, Contractor shall admit the individual with the earlier commitment date.
 - i. Upon admission into the JBCT Program, Contractor shall ensure that a more thorough assessment is conducted as indicated in Exhibit A-1, Program Elements.
- F. Patient Inmates housed at the Jail shall remain under the legal and physical custody of the Contractor.

- G. Contractor retains the right to exclude specific inmates from the JBCT-designated area for security and classification reasons at the time of assignment or at any point during their incarceration at the Jail.
- H. Contractor agrees to consult with the DSH Contract Manager when possible regarding the removal of a Patient Inmate from the JBCT Program. Should Contractor determine, based on clinical considerations, patient history, or other factors, that a current or potential Patient Inmate is, or likely shall, negatively impact others participating in the JBCT Program, Contractor shall inform the DSH Contract Manager immediately in writing, and by phone. Contractor agrees that the decision to remove such a Patient Inmate from the JBCT Program is at the sole discretion of the DSH, and the DSH shall not unreasonably withhold such permission. If a Patient Inmate is removed from the JBCT Program, the DSH shall arrange to have such Patient Inmate admitted to a state hospital. The order of admission to a state hospital shall be made pursuant to California Code of Regulations, Title 9, sections 4700, et seq.
- I. Notwithstanding sections G and H, Contractor shall make every reasonable effort to ensure that the contracted five (5) minimum program beds provided for treatment services under this Agreement are occupied by Patient Inmates at all times. This includes, but is not limited to, admitting Patient Inmates of increasing levels of acuity and according to the terms set forth in section 6.D.
- J. Contractor shall provide for the care, confinement and security of the Patient Inmates in accordance with all federal and state laws, standards, regulations, policies, procedures and court orders applicable to the Jail, including the Prison Rape Elimination Act.
- K. Contractor's custody staff assigned to the JBCT Program shall receive Enhanced Mentally Ill Offender or Crisis Intervention Training (CIT) provided by the Contractor, and shall participate in the JBCT Program treatment team meetings.
- L. Responsibilities for Medical Care:
- i. Contractor shall provide all Patient Inmates with the full range of Routine Medical Care available to other inmates of the Jail, and is financially responsible for such care. Contractor agrees that the cost of all Routine Medical Care is included in the Per Diem Rate charged to the DSH.
 - ii. For the purposes of this Agreement, Routine Medical Care, shall be defined as all medical, dental, and mental health care, as well as the cost of medical supplies, any prescription medications which are provided to Patient Inmates, and restoration of competency treatment services which are provided by the Jail to Patient Inmates, including prescribed psychotropic medications.
 - iii. For the purposes of this Agreement, Non-Routine Medical Care shall be defined as major medical operations or surgeries (such as heart transplants), continuation of any experimental medication, services that cannot be provided onsite at the Jail, and emergency medical care.
 - iv. Contractor is solely responsible for ensuring Patient Inmates receive all necessary Non-Routine Medical Care. If a Patient Inmate requires Non-Routine Medical Care, Contractor shall notify the DSH Contract Manager immediately in writing and by phone, or as soon as possible. DSH reserves the right to either admit the Patient Inmate to a State Hospital for

- treatment or to require Contractor to ensure that the Patient Inmate is provided care at a facility designated by the Contractor.
- v. In the event of an emergency, Contractor shall proceed immediately with necessary medical treatment. The Contractor shall notify DSH immediately regarding the nature of the illness or injury as well as the types of treatment provided. DSH shall pay for services directly or reimburse Contractor for all medical expenses incurred.
 - vi. For all Routine and Non-Routine Medical Care, Contractor shall be responsible for security and transportation, including emergency transportation. Contractor agrees that all such costs are included in the Per Diem Rate charged to the DSH.
 - vii. Patient Inmates who are eligible for continuing competency services and require involuntary administration of medication for a period of more than six months shall be admitted to a state hospital pursuant to California Code of Regulations, Title 9, sections 4700, et seq.
- M. Upon Restoration of Competency
- i. Contractor shall communicate and coordinate with the committing county's behavioral health program by providing records for the continued mental health care, crisis intervention, ongoing counseling and care, and psychotropic medication compliance for the Patient Inmates restored to competency and transferred from the JBCT Program.
- N. Contractor and its subcontractors shall procure and keep in full force and effect during the term of this Agreement all permits, registrations and licenses necessary to accomplish the work specified in this Agreement, and shall give all notices necessary and incident to the lawful prosecution of the work. Contractor shall provide proof of any such license(s) permits(s), and certificate(s) upon request by the DSH. Contractor agrees that failure by itself or its subcontractors to provide evidence of licensing, permits, or certifications shall constitute a material breach for which the DSH may terminate this Agreement with cause.
- O. Contractor shall provide services as outlined in this Agreement. Contractor shall be responsible to fulfill the requirements of the Agreement and shall incur expenses at its own risk and invest sufficient amount of time and capital to fulfill the obligations as contained herein.
- P. Contractor and its subcontractors shall keep informed of, observe, comply with, and cause all of its agents and employees to observe and to comply with all prevailing Federal, State, and local laws, and rules and regulations made pursuant to said Federal, State, and local laws, which in any way affect the conduct of the work of this Agreement. If any conflict arises between provisions of the plans and specifications and any such law above referred to, then the Contractor shall immediately notify the DSH in writing.
- Q. DSH may terminate the Agreement pursuant to section 7 of Exhibit C if the Contractor or its subcontractors fails to comply with a federal, state or local law and the noncompliance, based on the facts and circumstances would constitute a material breach of this Agreement under California law.

7. DSH RESPONSIBILITIES:

A. Rights of the DSH to Perform Quality Assurance and Financial Audits/Reviews

- i. The DSH may routinely evaluate the work performance of the Contractor, Contractor's personnel, subcontractors, or other parties associated with the Contractor to determine if the DSH standards and departmental policies and procedures are being maintained. If it is found that any party fails to perform or is physically or mentally incapable of providing services as required by the Agreement, then that party shall not perform services for the DSH.
- ii. The DSH may monitor and evaluate services provided in fulfillment of the requirements of this Agreement, as detailed in Exhibit A. Such monitoring and evaluation may occur on a regular cycle or as deemed necessary by the DSH Contracts Manager. The DSH retains sole and absolute discretion in determining any such evaluation schedule.
- iii. Inspections may be conducted by the DSH staff at various times during the Agreement term to check on the quality of work. Payment shall not be provided for services deemed unacceptable by the DSH Contract Manager and/or their designee.
- iv. The DSH may audit and examine Contractor's records and accounts which pertain, directly or indirectly, to services performed under this Agreement. The DSH may hire third parties to perform the audit and examination, including but not limited to, accountants, consultants, or service providers in the applicable field. Contractor shall cooperate fully with the audits and examinations. The DSH and any persons or third parties working at DSH's direction shall comply with the terms of Exhibit E, Confidentiality and Information Security Provisions. The DSH nor any persons performing audits and examinations under this Agreement on its behalf may not disclose, disseminate, copy or publish any private information obtained during the course of performing this Agreement, without consent of Contractor, unless such disclosure is required by law.
- v. If as a result of an audit and examination, the DSH is informed of underpayments or overpayments, the DSH shall notify Contractor of the need for payment or reimbursement. Upon receipt of a final audit report, Contractor has thirty (30) days to reimburse any overpayment or to dispute or challenge the report. Contractor and the DSH shall confer and negotiate in good faith with respect to any disputed portion of the final audit report to reach agreement with respect to adjustments, payments, and reimbursements.
- vi. The DSH shall submit its findings to Contractor and establish a deadline for correcting any deficiencies in fulfilling the obligations set forth in this section. Failure by the Contractor to timely correct deficiencies shall be reason for termination of services under this Agreement.

8. AMENDMENTS:

- A. The parties reserve the right to amend this Agreement by extending its term for two (2) additional terms of up to one (1) year each, and to add funding sufficient for these periods at the same rates. This right to amend is in addition to the right to amend for other reasons contained in this Agreement or noted in the solicitation that resulted in this agreement, if applicable. Any amendment shall be in writing and signed by both parties, and be approved by the Department of General Services if such approval is required.

EXHIBIT A-1
PROGRAM ELEMENTS

1. PROGRAM ELEMENTS

- A. Contractor shall coordinate with the committing court to ensure the following documents are provided by the court for all Patient Inmates upon admission:
- i. The commitment order, including a specification of the charges;
 - ii. A computation or statement setting forth the maximum term of commitment;
 - iii. A computation or statement setting forth the amount of credit for time served, if any, to be deducted from the maximum term of commitment;
 - iv. State summary criminal history information;
 - v. Any arrest reports prepared by the police department or other law enforcement agency;
 - vi. Any court ordered psychiatric examination or evaluation reports;
 - vii. The community program director's placement recommendation report; and
 - viii. Records of any findings of prior mental incompetence.
- B. Psychological Assessment Protocol
- i. Contractor shall administer a battery of individualized psychological assessments and testing upon admission. Standardized psychological tests shall be utilized to complete a preliminary assessment of the Patient Inmate's current functioning, likelihood of malingering, and current competency to stand trial. Impediments to trial competency will be ascertained through the use of the following preliminary assessment instruments:
 - 1) Clinical Interview. The psychologist shall obtain information pertaining to the Patient Inmate's psychosocial, psychiatric, legal history and barriers to competency. *The Mental Status Exam (MSE)* shall also be included in the interview;
 - 2) Assessment of Malingering. *Miller Forensic Assessment of Symptoms (M-FAST)*;
 - 3) Assessment of Trial Competence. *Georgia Court Competency Test (GCCT)*, and the *Evaluation of Competency to Stand Trial-Revised (ECST-R)* and/or the *Competency Assessment Instrument-H*; and
 - 4) Severity of Psychiatric Symptoms. *Brief Psychiatric Rating Scale (BPRS)*.

- ii. Contractor shall complete additional malingering-specific tests, integrating additional observable data reported by various disciplines on a 24/7 basis if preliminary assessment suggests presence of malingering. If the screening instruments conducted during the preliminary assessment raise suspicion that the primary barrier to trial competency is malingering, the following may also be utilized:
 - 1) *Structured Interview of Reported Symptoms- Second Edition (SIRS2)* malingering;
 - 2) *Test of Memory Malingering (TOMM)* malingering;
 - 3) *Georgia Atypical Presentation (GAP)* malingering;
 - 4) *Structured Inventory of Malingered Symptoms (SIMS)*; and
 - 5) *Inventory of Legal Knowledge (ILK)*.
- iii. Contractor may administer further cognitive functioning tests based on the specific cognitive deficit identified during the preliminary assessment. If the screening instruments conducted during the preliminary assessment raise suspicion that the primary barrier to trial competency is cognitive deficits, the following may also be utilized:
 - 1) *Repeatable Battery for the Assessment of Neuropsychological Status (RBANS)* cognitive deficits;
 - 2) *Wide Range Achievement Test 4 (WRAT4)* cognitive deficits/functioning.
 - 3) *Mac Arthur Competency Assessment Tool-Criminal Adjudication (MacCAT-CA)*; and
 - 4) *CAST-MR Competency Assessment for Standing Trial for Defendants with Mental Retardation*.
- iv. Contractor may administer additional instruments assessing personality and neuropsychiatric symptoms to complete further assessment of psychological functioning.
 - 1) *Personality Assessment Inventory (PAI)* psychological functioning.
- v. Contractor shall conduct follow up assessments of the Patient Inmate's current competency to stand trial at thirty (30) day intervals or more frequently as needed using any of the following:
 - 1) *Georgia Court Competency Test (GCCT)*;
 - 2) *Evaluation of Competency to Stand Trial-Revised (ECST-R)*;
 - 3) *Revised Competency to Stand Trial Assessment Instrument (R-CAI)*; and
 - 4) *Competency Assessment Test (CAT)*.

vi. The assessment shall ascertain if competence is likely and medical issues would not pose a barrier to treatment. If bio-psychosocial issues contraindicate fast-track jail treatment, Contractor shall refer the Patient Inmate the State Hospital for treatment.

- 1) At the sole and absolute discretion of the DSH Contract Manager, and if requested in writing, Contractor shall admit and/or retain Patient Inmates into the JBCT Program which may contraindicate fast-track jail treatment.

C. Individualized Treatment Program

- i. Contractor shall identify specific deficits that result in incompetence to stand trial upon admission. Each deficit will be listed on the individualized treatment plan, and will be targeted in the Patient Inmate's treatment. Contractor shall use current standardized competency assessment tools, such as the MacArthur Competency Assessment Tool, after considering the totality of clinical and forensic circumstances.
- ii. Contractor shall provide an individualized restoration program according to the treatment approach subscribed to by the individual treatment teams and indicated by the Patient Inmate's psychiatric condition, level of functioning, and legal context.
- iii. Contractor shall tailor individualized treatment regimens to the Patient Inmate's specific barrier(s) to trial competency. Deficits identified in the competency assessment upon admission to the JBCT Program shall be listed in the individual treatment plan and addressed by specific treatment interventions.
- iv. Contractor shall conduct case conferences weekly or as needed to re-assess Patient Inmates' progress toward restoration of competence to allow the treatment teams to measure whether their treatment interventions are working, and whether additional treatment elements need to be incorporated into Patient Inmate's treatment plans.

D. Multi-modal, Experiential Competency Restoration Educational Experience and Components

- i. Contractor shall provide educational materials presented in multiple learning formats by multiple staff to each Patient Inmate, e.g., a simple lecture format may be replaced with learning experiences involving discussion, reading, video, and experiential methods of instruction, such as role-playing or mock trial.
- ii. Contractor shall address the following elements in the education modalities of the competency restoration program:
 - 1) Criminal charges;
 - 2) Severity of charges, namely Felony vs. Misdemeanor;
 - 3) Sentencing;
 - 4) Pleas including, Guilty, Not Guilty, Nolo Contender and Not Guilty By Reason of Insanity;
 - 5) Plea bargaining;
 - 6) Roles of the courtroom personnel;

- 7) Adversarial nature of trial process;
 - 8) Evaluating evidence;
 - 9) Court room behavior;
 - 10) Assisting counsel in conducting a defense;
 - 11) Probation and Parole; and
 - 12) Individualized instruction as needed.
- iii. Contractor shall provide additional learning experience through increased lecture time, as well as individual instruction to Patient Inmates who are incompetent due to specific knowledge deficits caused by low intelligence but who may be restored to competence with additional exposure to the educational material.

E. Medication Administration and Consent

- i. Contractor shall obtain proper authorization (e.g., informed consent for treatment, medication issues) from the Patient Inmate as soon as possible, in accordance with professional standards of care and court practices.
- ii. Contractor shall provide strategies to promote and incentivize voluntary psychotropic medication compliance. If an involuntary psychotropic medication order is in place, contractor shall deliver involuntary medication as appropriate.
- iii. If involuntary psychotropic medication is not ordered by the court at time of commitment of a Patient Inmate to the JBCT Program and the treating psychiatrist determines that psychotropic medication has become medically necessary and appropriate, Contractor shall request that the court make an order for the administration of involuntary psychotropic medication.

F. Data Deliverables

- i. Contractor shall submit to the DSH a written report monthly and quarterly to include:
 - 1) Total number assessed, admitted, referred to the DSH State Hospital and reason for referral to the State Hospital;
 - 2) Number of admissions by name, admission date and committing county;
 - 3) Within the JBCT Program's total, number and the percentage of individuals successfully restored to competency out of the total number assessed;
 - 4) Number of formal forensic evaluation reports for the courts and the average number of days to complete the court-ordered reports;
 - 5) The average length of time between admission and determination that a Patient Inmate was successfully restored;

- 6) Number of days between the filing of the restoration of competency certificate to the committing court and the court date;
 - 7) Demographics of individuals served;
 - 8) Individuals referred, by name, referral date and committing county;
 - 9) Psychological assessments administered and utilized;
 - 10) Primary diagnosis;
 - 11) Use of interpretive services;
 - 12) Scheduled discharge date with projected length of stay;
 - 13) Number of discharges;
 - 14) Number of individuals diagnosed as malingering; and
 - 15) The number of days by patient and county of commitment that exceed the 10-day limit prescribed by Penal Code section 1372(a)(3)(C).
- ii. Contractor shall submit a summary performance report within thirty (30) days of the end of the contract term, to include but not be limited to, the information stated above and:
- 1) The total number of individuals restored to competency;
 - 2) The average number of days between program admission and discharge;
 - 3) The total cost of the program by budget category: personnel, operating expenses, administrative expense, custody and housing, and other direct operating costs as well as overall cost per Patient Inmate treated and the costs for those found to be malingering;
 - 4) The cost per cycle of treatment;
 - 5) A description of all implementation challenges; and
 - 6) Special incident reports and notification to the DSH of emergencies.

G. Reporting Requirements

- i. Contractor shall submit a written recommendation to the court that made the commitment and the DSH Contract Manager, as to whether the Patient Inmate should be required to be committed to a state hospital or to any other treatment facility within fifteen (15) judicial days of the court order.
- ii. Contractor shall submit a written report to the court, the community program director of the county or region of commitment, and the DSH Contract Manager, concerning the Patient Inmate's progress toward recovery of mental competence within ninety (90) days of a commitment. The report shall include a description of any antipsychotic medication administered to the Patient Inmate and its effects and side effects, including effects on the Patient Inmate's

appearance or behavior that would affect the Patient Inmate's ability to understand the nature of the criminal proceedings or to assist counsel in the conduct of a defense in a reasonable manner.

- iii. Contractor's treating psychiatrist shall make efforts to obtain informed consent from the Patient Inmate for antipsychotic medication in instances where the Patient Inmate withdraws his or her consent to antipsychotic medication or if involuntary antipsychotic medication was not ordered and the treating psychiatrist determines that antipsychotic medication has become medically necessary and appropriate. Contractor shall notify the court if the treating psychiatrist is unable to obtain informed consent and is of the opinion the Patient Inmate lacks capacity to make decisions regarding antipsychotic medication or if the Patient Inmate is a danger to others. Contractor shall include an assessment of the current mental status of the Patient Inmate and the opinion of the treating psychiatrist that involuntary antipsychotic medication has become medically necessary and appropriate.
- iv. Contractor shall verbally report any escape within twenty four (24) hours to the court that made the commitment, the prosecutor in the case, the Department of Justice, and the DSH Contract Manager, with a written report to follow within five (5) business days.
- v. Contractor shall file a certificate of restoration with the court that made the commitment when the Program Director or their designee determines that the Patient Inmate has regained mental competence.

2. TREATMENT PROTOCOL

- A. Jail Based Competency Treatment is an intensive, milieu-based treatment program that quickly facilitates competency through a combination of group and individual therapy.
- B. Group therapy is central to the restoration process, and Contractor shall provide treatment daily to Patient Inmates. Group content should include one of the four group treatment domains: *competency education, understanding and management of mental illness, physical exercise, and mental/social stimulation*. Many group topics can be assimilated into the groupings, e.g., mock trial, music-based competency treatment, etc.
- C. Contractor shall provide individual therapy per day to each Patient Inmate. Individual sessions should be used to discuss key legal elements of the individual's case that may be too sensitive for group discussion. Specific competency issues can best be addressed individually, e.g., a Patient Inmate understands court proceedings but struggles to apply the knowledge to their individual case.
- D. Contractor's psychiatrist shall see each Patient Inmates weekly. A psychiatric assessment is a component of the admission process, and more frequent appointments shall be available as needed.
- E. Together on a weekly basis, the multi-disciplinary treatment team shall review: 1) progress of all Patient Inmates admitted within thirty (30) days, 2) at subsequent fourteen (14) day intervals thereafter, and 3) when a Patient Inmate is under consideration for discharge. The multi-disciplinary treatment team shall be responsible for providing the committing court progress reports pursuant to Penal Code section 1370 subdivision (b)(1).

3. SAMPLE JBCT PROGRAM GROUP THERAPY SCHEDULE

	<i>Monday</i>	<i>Tuesday</i>	<i>Wednesday</i>	<i>Thursday</i>	<i>Friday</i>
0800-0850	Staff Member 1: Therapeutic Movement	Staff Member 2: Wake-up Activity	Staff Member 2: Wake-up Activity	Staff Member 2: Wake-up Activity	Staff Member 3: JBCT Incentive Store
0900-0950	Staff Member 3: Wellness Education	Staff Member 4: My Life, My Choice	Staff Member 2: Arts & Crafts	Staff Member 4: What Would You Do?	Deputy: Activity of Daily Living Groups
1000-1050	Staff Member 5: Current Events	Staff Member 3: Wellness Education	Staff Member 2: Life Skills	Staff Member 3: Wellness Education	
	Staff Member 6: Competency Education	Staff Member 2: Life Skills	Staff Member 3: Wellness Education	Staff Member 2: Table Games	
1100-1150	<i>Lunch</i>	<i>Lunch</i>	Treatment Team Meeting: Grand Rounds	<i>Lunch</i>	<i>Lunch</i>
1200-1250	Individual Contacts	Staff Member 2: Brain Fitness	<i>Lunch</i>	Staff Member 2: Brain Fitness	Individual Contacts
1300-1350	Staff Member 6: Competency Education	Staff Member 4: Court Activity		Staff Member 4: Competency Education	Staff Member 4: My Life, My Choice
	Staff Member 2: Table Games				
1400-1450	Staff Member 5: Trivia Challenge	Individual Contacts	Staff Member 7: Working with Your Attorney	Individual Contacts	JBCT Cinema
		Chaplain: Bible Study	Individual Contacts		
1500-1530	Individual Contacts			Individual Contacts	

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT

- A. Invoices shall be submitted not more frequently than monthly in arrears.
- B. For services satisfactorily rendered, and upon receipt and approval of invoices submitted as described herein, the DSH agrees to compensate the Contractor in accordance with the rates specified in section 5, Budget Detail.
- C. The DSH is not responsible for services performed by the Contractor outside of this agreement, or for services performed other than as outlined in Exhibit A, Scope of Work.
- D. The DSH makes no guarantee, either written or implied, as to the actual amount of funds that will be expended under this Agreement.

2. INSTRUCTIONS TO THE CONTRACTOR:

- A. To expedite the processing of invoices submitted to the DSH for payment, all invoice(s) shall be submitted to the DSH for review and approval at the following address:

Department of State Hospitals
Attention: Accounting Office
1600 Ninth Street, Room 141
Sacramento, CA 95814

- B. Contractor shall submit one original and three copies of each invoice.
- C. Contractor shall type, not handwrite, each invoice on company letterhead. The DSH may provide an invoice template, if requested, which may be used in lieu of company letterhead.
- D. Contractor shall list and itemize in accordance with the Budget Detail, all services or deliverables provided on each invoice.
- E. Contractor shall include the following on each submitted invoice:
 - i. Date(s) during which the services or deliverables were provided and the date in which the invoice was generated.
 - ii. Agreement number, which can be found on the Standard Agreement Form (Std. 213).
 - iii. Small Business certification number, if applicable.
 - iv. Professional license number, if applicable.
 - v. Invoice total.

3. BUDGET CONTINGENCY CLAUSE:

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall no longer be in full force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any Fiscal Year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.
- C. If this Agreement overlaps Federal and State fiscal years, should funds not be appropriated by Congress or approved by the Legislature for the Fiscal Year(s) following that during which this Agreement was executed, the State may exercise its option to cancel this Agreement.
- D. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by Congress or the Legislature which may affect the provisions or terms of funding of this Agreement in any manner.

4. PROMPT PAYMENT CLAUSE:

- A. Payment will be made in accordance with, and within the time specified in, Government Code section 927, et seq.

5. BUDGET DETAIL:

- A. The Maximum amount of this Agreement shall not exceed \$1,527,342.50.
- B. DSH shall compensate the Contractor with a one-time payment for program implementation, then monthly thereafter for five (5) minimum program beds which includes housing and security at Contractor's MADF rate, and staffing including: a Behavioral Health Clinician, Senior Office Assistant, Forensic Psychiatrist, and a Health Program Manager. DSH shall compensate the Contractor for up to an additional five (5) "non-allocated" beds at the per diem rate for the actual number of days that each bed is filled.

i. Detailed Budget Breakdown:

One-Time Program Implementation	
1. Program Implementation Funds	
a. Initial setup of patient treatment and office space,	
b. Development of an operational clinical Policy and Procedure Manual,	
c. Human Resources activities,	
d. The initial recruitment and hiring of clinical and support staff in advance of new patient admissions, and	
e. Orientation and training time for new staff on clinical operations, policies, and procedures.	
One-Time Payment - not to exceed \$129,719.50	

Allocated – Minimum 5 Beds						
Daily Per Diem Rate		Total Beds		Days in Treatment		12 Month Treatment Total
\$418.45	X	5	X	334	=	\$698,811.50

Non-Allocated – Up to 5 Additional Beds						
Daily Per Diem Rate		Total Beds		Days in Treatment		12 Month Treatment Total
\$418.45	X	5	X	334	=	\$698,811.50

- C. At the sole discretion of the DSH and for the purposes of accounting, the DSH may adjust the total proposed expenditure for each fiscal year as needed. In no event will this change the Agreement price for the services actually rendered.
- D. The DSH does not expressly or by implication agree that the actual amount of work will correspond therewith and reserves the right to omit portions of the work as may be deemed necessary or advisable by the DSH. The estimates listed above are a good faith estimate and are not a guarantee of business and is subject to change depending on fluctuation in patient population. The amounts indicated above will be used solely for the purposes of encumbering funds. The DSH makes no guarantee, expressed or implied for actual amount of work to be performed. However, the rates contained in Exhibit B shall be binding for the term of this Agreement.
- E. Should the DSH determine, in its sole discretion, that the estimated amount of work is insufficient to meet the demands of patient care or otherwise meet the needs of the DSH, the parties may amend this Agreement by adding additional funds at the same rates. This right to amend is in addition to the right to amend for other reasons contained in this Agreement or noted in the solicitation that resulted in this agreement, if applicable. Any amendment shall be in writing and signed by both parties, and be approved by the Department of General Services if such approval is required.
- F. Contractor must submit all invoices within a reasonable time but, no later than twelve (12) months from the date that services were provided. If Contractor fails to provide invoices within twelve (12) months of the date services are rendered, the DSH may elect to reject the invoices for payment as untimely and Contractor will be deemed to have waived any right to payment of the late invoices.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT**: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT**: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION**: Each party shall indemnify, defend, protect, hold harmless, and release the other, its officers, agents, and employees, from and against any and all claims, loss proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any act, omission, or negligence of such indemnifying party or its agents, employees, contractors, subcontractors, or invitees. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefit acts. This indemnity provision survives the Agreement.
6. **DISPUTES**: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE**: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. **INDEPENDENT CONTRACTOR**: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. **RECYCLING CERTIFICATION**: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

- 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
 - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.
16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 - b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
 - b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. SUBCONTRACTS:

- A. Except for subcontracts identified in accordance with the solicitation, Contractor shall submit any subcontracts in connection with this Agreement to the DSH for its prior written approval. No work shall be subcontracted without the prior written approval of the DSH. Upon the termination of any subcontract, the DSH shall be notified immediately. Any subcontract shall include all the terms and conditions of this Agreement and its attachments.
- B. Nothing contained in this Agreement shall create any contractual relationship between the DSH and any subcontractors, and Contractor is solely responsible for payment of any and all fees, expenses, salaries and benefits of subcontractor. No subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor is fully responsible to the DSH for the acts and omissions of its subcontractors and of persons either directly or indirectly employed or acting as an agent by any of them. Contractor agrees to indemnify and hold the DSH harmless for any costs, losses or claims, including reasonable attorney fees, resulting from its subcontractors.

2. PUBLICATIONS AND REPORTS:

- A. The DSH reserves the right to use and reproduce all publications, reports, and data produced or delivered pursuant to this Agreement. The DSH further reserves the right to authorize others to use or reproduce such materials, provided the author of the report is acknowledged in any such use or reproduction. Contractor shall include the following in any subcontracts for JBCT services: Neither Contractor nor any persons performing services under this Agreement on Contractor's behalf may disclose, disseminate, copy or publish any private information obtained during the course of performing this Agreement, without prior consent of Contractor, unless such disclosure is required by law.
- B. If the publication and/or report are prepared by non-employees of the DSH, and the total cost for such preparation exceeds \$5,000, the publication and/or report shall contain the numbers and dollar amounts of all agreements and subcontracts relating to the preparation of the publication and report in a separate section of the report (Government Code section 7550).

3. PROGRESS REPORTS:

- A. If progress reports are required by the Agreement, Contractor shall provide a progress report in writing, or orally if approved by the DSH Contract Manager, at least once a month to the DSH Contract Manager. This progress report shall include, but not be limited to; a statement that the Contractor is or is not on schedule, any pertinent reports, and any interim findings if applicable. Contractor shall cooperate with and shall be available to meet with the DSH to discuss any difficulties, or special problems, so that solutions or remedies can be developed as soon as possible.

4. PRESENTATION:

- A. Upon request, Contractor shall meet with the DSH to present any findings, conclusions, and recommendations required by the Agreement for approval. If set forth in the Agreement,

Contractor shall submit a comprehensive final report for approval. Both the final meeting and the final report shall be completed on or before the date indicated in this Agreement.

5. CONFIDENTIALITY OF DATA AND DOCUMENTS:

- A. Contractor shall not disclose data or documents or disseminate the contents of the final or any preliminary report without written permission of the DSH Contract Manager. However, all public entities shall comply with California Public Records Act (Government Code sections 6250 et seq.).
- B. Permission to disclose information or documents on one occasion shall not authorize Contractor to further disclose such information or documents on any other occasion except as otherwise provided in the Agreement or required by law.
- C. Contractor shall not comment publicly to the press, or any other media, regarding the data or documents generated, collected, or produced in connection with this Agreement, or the DSH's actions on the same, except to the DSH's staff, Contractor's own personnel involved in the performance of this Agreement, or as required by law.
- D. If requested by the DSH, Contractor shall require each of its employees or officers who will be involved in the performance of this Agreement to agree to the above terms in a form to be approved by the DSH and shall supply the DSH with evidence thereof.
- E. Each subcontract shall contain the foregoing provisions related to the confidentiality of data and nondisclosure.
- F. After any data or documents submitted has become a part of the public records of the DSH, Contractor may at its own expense and upon written approval by the DSH Contract Manager, publish or utilize the same data or documents but shall include the following Notice:

LEGAL NOTICE

This report was prepared as an account of work sponsored by the Department of State Hospitals (Department), but does not necessarily represent the views of the Department or any of its employees except to the extent, if any, that it has formally been approved by the Department. For information regarding any such action, communicate directly with the Department at P.O. Box 952050, Sacramento, California, 94252-2050. Neither said Department nor the State of California, nor any officer or employee thereof, or any of its contractors or subcontractors makes any warranty, express or implied, or assumes any legal liability whatsoever for the contents of this document. Nor does any party represent that use of the data contained herein, would not infringe upon privately owned rights without obtaining permission or authorization from any party who has any rights in connection with the data.

6. PROVISIONS RELATING TO DATA:

- A. "Data" as used in this Agreement means recorded information, regardless of form or characteristics, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work; or be usable or be used to define a design or process; or support a premise or conclusion asserted in any deliverable document called for by this Agreement. The data may be graphic or pictorial delineations in media, such as drawings or photographs, charts, tables, mathematical modes, collections or extrapolations of data or

information, etc. It may be in machine form, as punched cards, magnetic tape, computer printouts, or may be retained in computer memory.

- B. "Generated data" is that data, which a Contractor has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Agreement. Any electronic data processing program, model or software system developed or substantially modified by the Contractor in the performance of this Agreement at the expense of the DSH, together with complete documentation thereof, shall be treated in the same manner as generated data.
- C. "Deliverable data" is that data which under terms of this Agreement is required to be delivered to the DSH. Such data shall be property of the State of California and the DSH.
- D. Prior to the expiration of any legally required retention period and before destroying any data, Contractor shall notify the DSH of any such contemplated action; and the DSH may within 30 days of said notification determine whether or not this data shall be further preserved. The DSH shall pay the expense of further preserving this data. The DSH shall have unrestricted reasonable access to the data that is preserved in accordance with this Agreement.
- E. Contractor shall use best efforts to furnish competent witnesses to testify in any court of law regarding data used in or generated under the performance of this Agreement.
- F. All financial, statistical, personal, technical and other data and information relating to the DSH's operation, which are designated confidential by the State or the DSH and made available to carry out the Agreement, or which become available to Contractor in order to carry out this Agreement, shall be protected by Contractor from unauthorized use and disclosure.
- G. If the DSH determines that the data and information are inadequately protected by Contractor or its subcontractors, the DSH shall provide notice of its determination and Contractor and/or its subcontractors shall improve the protections to the DSH's satisfaction which shall be evidenced by written approval of the protections implemented.

7. APPROVAL OF PRODUCT:

- A. Each product to be approved under this Agreement shall be approved by the Contract Manager. The DSH's determination as to satisfactory work shall be final, absent fraud or mistake.

8. SUBSTITUTIONS:

- A. Contractor's key personnel as indicated in its proposal may not be substituted without the Contract Manager's prior written approval.

9. NOTICE:

- A. Notice to either party shall be given by first class mail, by Federal Express, United Parcel Service or similar carrier, properly addressed, postage fully prepaid, to the address beneath the name of each respective party. Alternatively, notice may be given by personal delivery by any means whatsoever to the party and such notice shall be deemed effective when delivered.

10. WAIVER:

- A. All remedies afforded in this Agreement are cumulative; that is, in addition to every other remedy provided therein or by law. The failure of the DSH to enforce any provision of this Agreement, shall not waive its right to enforce the provision or any other provision of the Agreement.

11. GRATUITIES AND CONTINGENCY FEES:

- A. Contractor shall not provide gratuities to any officer or employee of the DSH or the State to secure an agreement or favorable treatment with respect to an agreement, the occurrence of which shall constitute a material breach of this Agreement. The DSH, by written notice to the Contractor, may terminate this Agreement with cause if it is found that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the State or the DSH with a view toward securing an agreement or securing favorable treatment with respect to the awarding, amending, or performance of such agreement.
- B. In the event this Agreement is terminated as provided in the paragraph above, the DSH shall be entitled (a) to pursue the same remedies against Contractor as it could pursue in the event of the breach of the Agreement by the Contractor, and (b) as a predetermined amount of liquidated damages, Contractor shall pay an amount which shall not be less than three times the cost incurred by the Contractor in providing any such gratuities to any such officer or employee.
- C. The rights and remedies of the DSH provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
- D. The Contractor warrants by execution of this Agreement that no person or selling agency has been employed or retained to solicit or secure this Agreement for a commission, percentage, brokerage or contingent fee, excepting bona fide employees of Contractor, for the purpose of securing business. For breach or violation of this warranty, the DSH shall, among other rights, have the right to rescind this Agreement without liability, paying only for the values of the work actually returned, or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

12. INTEGRATION CLAUSE:

- A. The parties agree that this Agreement, including only the State standard form 213 and all exhibits, constitute the entire agreement of the parties and no other understanding or communication, whether written or oral, shall be construed to be a part of this Agreement.

13. CAPTIONS:

- A. The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they pertain.

14. PUBLIC HEARINGS:

- A. If public hearings on the subject matter dealt with in this Agreement are held within one year from the Agreement expiration date, Contractor shall make available to testify the personnel assigned to this Agreement at the hourly rates specified in the Contractor's proposed budget. The DSH

shall reimburse Contractor for travel of said personnel at the Agreement, or if none, at State rates for such testimony as may be requested by the DSH.

15. FORCE MAJEURE:

- A. Neither the DSH nor the Contractor shall be deemed to be in default in the performance of the terms of this Agreement if either party is prevented from performing the terms of this Agreement by causes beyond its control, which shall include without being limited to: acts of God; interference, rulings or decision by municipal, Federal, State or other governmental agencies, boards or commissions; any laws and/or regulations of such municipal, State, Federal, or other governmental bodies; or any catastrophe resulting from flood, fire, explosion, earthquakes or other similar environmental causes beyond the control of the defaulting party. If any of the stated contingencies occur, the party delayed by force majeure shall immediately give the other party written notice of the cause of delay. The party delayed by force majeure shall use reasonable diligence to correct the cause of the delay, if correctable.

16. LITIGATION:

- A. The DSH, promptly after receiving notice thereof, shall notify the Contractor in writing of the commencement of any claim, suit, or action against the DSH or its officers or employees for which the Contractor must provide indemnification under this Agreement. The failure of the DSH to give such notice, information, authorization or assistance shall not relieve the Contractor of its indemnification obligations. The Contractor shall immediately notify the DSH of any claim or action against it which affects, or may affect, this Agreement, the terms or conditions hereunder, DSH, and shall take such action with respect to said claim or action which is consistent with the terms of this Agreement and the interest of the DSH.
- B. Contractor shall be in default of this Agreement (i) upon the institution by or against Contractor of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of Contractor's debts, (ii) upon Contractor making an assignment for the benefit of creditors, (iii) upon either party's dissolution or ceasing to do business or (iv) when the facts and circumstances indicate that Contractor is insolvent. For purposes of this Agreement, Contractor shall be deemed insolvent if: (i) Contractor has failed to pay salaries, overtime or benefits required by law of agreement, (ii) Contractor has failed to pay a subcontractor amounts owed pursuant to its agreements with a subcontractor, or (iii) Contractor has failed to pay a vendor amounts Contractor owes the vendor for more than 90 days the past due date for payment.

17. DISPUTES:

- A. Contractor shall first discuss and attempt to resolve any dispute arising under or relating to the performance of this Agreement.

18. EVALUATION OF CONTRACTOR'S PERFORMANCE:

- A. The DSH shall evaluate Contractor's performance under this Agreement using standardized evaluation forms which shall be made available to every state agency pursuant to Public Contracts Code section 1067.

19. AUDITS, INSPECTION AND ENFORCEMENT:

- A. Contractor agrees to allow the DSH to inspect its facilities and systems, and make available for review its books and records to enable the DSH to monitor compliance with the terms of this Agreement and audit invoices submitted to the DSH.
- B. Contractor shall promptly remedy any violation of any provision of this Agreement to the satisfaction of the DSH.
- C. The fact that the DSH inspects, or fails to inspect, or has the right to inspect Contractor's facilities, systems, books and records does not relieve Contractor of its responsibility to independently monitor its compliance with this Agreement.
- D. The DSH's failure to detect or the DSH's detection of any unsatisfactory practices, but failure to notify Contractor or require Contractor's remediation of the unsatisfactory practices does not constitute acceptance of such practice or a waiver of the DSH's enforcement rights under the Agreement.

20. USE OF STATE FUNDS:

- A. Contractor, including its officers and members, shall not use funds received from the DSH pursuant to this Agreement to support or pay for costs or expenses related to the following:
 - i. Campaigning or other partisan activities to advocate for either the election or defeat of any candidate for elective office, or for or against the passage of any proposition or ballot measure; or,
 - ii. Lobbying for either the passage or defeat of any legislation.
- B. This provision is not intended and shall not be construed to limit any expression of a view, opinion, or position of any member of Contractor as an individual or private citizens, as long as state funds are not used; nor does this provision limit Contractor from merely reporting the results of a poll or survey of its membership.

21. CANCELLATION PROVISIONS:

- A. Unless otherwise specified, this Agreement may be canceled at any time by either party, in writing, with ninety (90) days advance notice. If canceled, payment shall be made only for the provision of services expressly authorized by this Agreement until the date of cancellation and only at the rates set forth in Exhibit B, Budget Detail. In the case of early termination, a final payment will be made to Contractor upon receipt of an invoice covering all authorized costs, at the rates set forth in Exhibit B, incurred prior to the date of cancellation or termination. The DSH shall not be responsible for unamortized costs, overhead or capital costs or any other related costs, including but, not limited to costs incurred in connection with the cancellation of leases or contracts pertaining to facilities, equipment or supplies, labor and employee benefits costs, and expenditures incurred after the date of notice of cancellation.
- B. If the DSH determines that the Contractor has breached a material term of the Agreement and has not cured the breach or ended the violation within the time specified by the DSH, the DSH may terminate the contract by providing notice to the Contractor as specified in Exhibit C.7. The

DSH Information Security Officer shall report as required HIPAA violations to the Secretary of the U.S. Department of Health and Human Services.

- C. Failure to comply with section 1 or 6 of this Exhibit, or a violation of section 12 of this Exhibit, shall be deemed a material breach of this Agreement.

22. EMPLOYMENT PROVISIONS:

- A. Contractor acknowledges and agrees that neither Contractor, their personnel, subcontractors, nor other service providers through this Agreement are employees of the DSH. Contractor and its independent contractors shall be solely responsible for:
- i. Paying any and all payroll taxes, including, but not limited to Social Security and Medicare taxes,
 - ii. Federal or state income tax withholding,
 - iii. Providing unemployment insurance and workers compensation insurance, and
 - iv. Paying compensation to its employees in accordance with federal and state labor laws, including overtime pay unless otherwise specified in this Agreement, as well as penalties that may be imposed for failure to comply with these laws. Contractor agrees to indemnify and hold harmless the DSH for any damages, losses, expenses, including reasonable attorney fees, in connection with its failure to pay salary or overtime, or provide benefits, including, but not limited to health care benefits or retirement benefits, to its employees, or its failure to provide to comply with federal or state labor laws.

23. LIABILITY FOR LOSS AND DAMAGES:

- A. Any damages by Contractor, their personnel, subcontractors, and other service providers through this Agreement to DSH's facility, including equipment, furniture, materials, or other State or DSH property, shall be repaired or replaced by Contractor to the satisfaction of the DSH at Contractor's expense. The DSH, at its option, may repair any such damage and deduct the cost thereof from any sum due Contractor under this Agreement.

24. SECURITY CLEARANCE/FINGERPRINTING/TUBERCULIN SKIN TESTING:

- A. The DSH reserves the right to conduct fingerprinting, drug testing, and/or security clearance through the Department of Justice, Bureau of Criminal Identification and Information (BCII), prior to award and at any time during the term of the Agreement, in order to permit Contractor, their personnel, subcontractors, and other service providers through this Agreement access to State premises. The DSH further reserves the right to terminate this Agreement should a threat to security be determined.
- B. At the sole discretion of the DSH, and in accordance with each facility's Infection Control Policy, the Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement providing services may be required to provide the DSH with Tuberculin (TB) test results. These test results shall indicate completion of the two-step TB testing process using the Mantoux method. The first step is a tuberculin skin test (TST) completed within the last 12 months prior to the date the tested person is to provide services to a DSH facility. The second step is a TST

which must be completed within the 30 days prior to the date the tested person is to provide services to a DSH facility, unless otherwise specified.

- C. If both of the documented results of the TST provided $\leq 0\text{-}9\text{/mm}$ of induration, then the tested person may be cleared to provide services. However, if the documented result of the TST is $\geq 10\text{/mm}$ of induration, then they shall be subject to additional testing and/or clearances before he or she is allowed to work at a DSH facility.
- D. The DSH reserves the right, in its sole and absolute discretion, to take measures to minimize the transmission of influenza. Contractor, their personnel, subcontractors, and other service providers through this Agreement may be required to either a) show written proof that they have received an influenza vaccine, or b) complete an Influenza Declination Form, which will be provided upon request. In addition, all non-vaccinated providers may be required to wear a mask. In its sole and absolute discretion, DSH may elect to provide free influenza vaccines to Contractor, their personnel, subcontractors, and other service providers through this Agreement.

25. PHYSICIAN OWNERSHIP AND REFERRAL ACT OF 1993:

- A. For applicable medical services contracts, and in accordance with the Physician Ownership and Referral Act of 1993, Contractor shall not refer any patient to any health care provider or health-related facility if the Contractor has a financial interest with that health care provider or health-related facility.
- B. Contractor may make a referral to or request consultation from a sole source health care provider or health-related facility in which financial interest is held if Contractor is located where there is no alternative provider of service within either twenty-five (25) miles or forty (40) minutes travel time, subject to the prior approval of the DSH. Contractor shall disclose, in writing, as well as on a continuous basis, to the DSH, its financial interest at the time of referral or request for consultation. In no event, will this prohibit patients from receiving emergency health care services.

26. AMENDMENTS:

- A. If this Agreement was entered into pursuant to any statute expressly requiring that such agreements be let or awarded on the basis of competitive bids, then the parties may amend this Agreement for time or money at the same rates, in addition to the right to amend for other reasons contained in this Agreement or noted in the solicitation that resulted in this Agreement, if applicable. Any amendment shall be in writing and signed by both parties, and be approved by the Department of General Services if such approval is required.
- B. For all other agreements the parties reserve the right to amend this Agreement as mutually agreed upon. This is in addition to the right to amend for other reasons contained in this Agreement or noted in the solicitation that resulted in this Agreement, if applicable. Any amendment shall be in writing and signed by both parties, and be approved by the Department of General Services if such approval is required.

27. AGREEMENTS FOR SERVICES ON PRISON GROUNDS:

- A. The Contractor hereby acknowledges that the California Department of Corrections and Rehabilitation (CDCR) does not recognize hostages for bargaining purposes. The CDCR has a "NO HOSTAGE" policy and agrees that its employees may be apprised of this when performing

work in or at a CDCR institution. The three DSH psychiatric programs are located within CDCR prison grounds. Contractor shall provide notice to and inform each of its officers, employees, agents, independent contractors, vendors and subcontractors of the CDCR's NO HOSTAGE policy and that Contractor, its officers, employees, independent contractors, vendors and subcontractors assume the risk that a hostage situation may arise while at a CDCR institution and the implications of the CDCR's NO HOSTAGE policy should that situation arise.

EXHIBIT E

CONFIDENTIALITY AND INFORMATION SECURITY PROVISIONS

1. CONFIDENTIALITY AND INFORMATION SECURITY PROVISIONS:

A. The Contractor shall comply with applicable laws and regulations, including but not limited to Welfare and Institutions Code sections 14100.2 and 5328 et seq., Civil Code section 56 et seq. of the, the Confidentiality of Medical Information Act, Civil Code section 1798 et seq., the Information Practices Act of 1977, Health and Safety Code section 123100 et seq., Patient Access to Health Records Act, Title 42, Code of Federal Regulations (C.F.R.) part 431.300 et seq., and the Health Insurance Portability and Accountability Act (HIPAA), including but not limited to part 1320 d et seq., of Title 42, United States Code and its implementing regulations (including but not limited to Title 45, Code of Federal Regulations, parts 160, 162 and 164 (2013)) ("HIPAA regulations") regarding the confidentiality and security of protected health information (PHI). The following provisions of this Exhibit E, set forth some of the requirements of these statutes and regulations. Exhibit E should not be considered an exclusive list of the requirements. Contractor is required to fulfill the requirements of these statutes and regulations by independently researching and obtaining legal advice on these requirements as they may be amended from time to time.

2. DEFINITIONS:

A. The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Covered Entity, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, PHI, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

B. Specific Definitions

- i. Contractor. Contractor shall generally have the same meaning as the term "business associate" at 45 Code of Federal Regulation, part 160.103 (2013).
- ii. HIPAA Rules. HIPAA Rules shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulation, part 160 and Part 164 (2013).
- iii. Agreement. Agreement shall be the agreement referenced by the Agreement number set forth on this page's heading.
- iv. Personal Information. Personal Information shall have the same meaning as defined in Civil Code section 1798.3, subdivision (c).

3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE:

A. Contractor agrees to:

- i. not use or disclose PHI other than as permitted or required by the Agreement or as required by law,
- ii. use appropriate safeguards, and comply with Subpart C of 45 Code of Federal Regulation, part 164 (2013) with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by the Agreement,

- iii. report to the DSH any use or disclosure of PHI not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 Code of Federal Regulations, part 164.410 (2013), and any security incident of which it becomes aware,
- iv. in accordance with 45 Code of Federal Regulations, part 164.502(e)(1)(ii) and part 164.308(b)(2) (2013), if applicable ensure that any agents and subcontractors that create, receive, maintain, or transmit PHI on behalf of the Contractor enter into a written agreement with the Contractor agreeing to be bound to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information,
- v. make available PHI in a designated record set to the DSH as necessary to satisfy covered entity's obligations under 45 Code of Federal Regulations, part 164.524 (2013) and California Health & Safety Code section 123100,
- vi. make any amendment(s) to PHI in a designated record set as directed or agreed to by the covered entity pursuant to 45 Code of Federal Regulations, part 164.526 (2013), or take other measures as necessary to satisfy the covered entity's obligations under 45 Code of Federal Regulations, part 164.526 (2013),
- vii. maintain and make available the information required to provide an accounting of disclosures to the DSH as necessary to satisfy covered entity's obligations under 45 Code of Federal Regulations, part 164.528 (2013),
- viii. to the extent the Contractor is to carry out one or more of the DSH's obligation(s) under Subpart E of 45 Code of Federal Regulations, part 164 (2013), comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s) and
- ix. make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA regulations.

4. PERMITTED USES AND DISCLOSURES OF PHI BY THE CONTRACTOR:

- A. Except as otherwise provided in this Agreement, the Contractor, may use or disclose PHI to perform functions, activities or services identified in this Agreement provided that such use or disclosure would not violate federal or state laws or regulations.
- B. The Contractor may not use or disclose the PHI except as provided and permitted or required by the Agreement or required by law.
- C. Contractor agrees to make uses and disclosures and requests for PHI consistent with the DSH's minimum necessary policies and procedures.
- D. Contractor may use and disclose PHI for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor, provided that such uses and disclosures are required by law.
- E. Contractor may use PHI to provide data aggregation services related to the health care operations of the DSH. Data aggregation means the combining of PHI created or received by the Contractor

for the purposes of this Agreement with PHI received by the Contractor in its capacity as the Contractor of another HIPAA covered entity, to permit data analyses that relate to the health care operations of the DSH.

5. SAFEGUARDS:

- A. The Contractor shall develop and maintain an information privacy and security program that includes the implementation of administrative, technical, and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities. The information privacy and security program shall reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI that it creates, receives, maintains, or transmits; and prevent the use or disclosure of PHI other than as provided for by this Agreement. The Contractor shall provide the DSH with information concerning such safeguards as the DSH may reasonably request from time to time.
- B. The Contractor shall implement administrative, technical, and physical safeguards to ensure the security of the DSH information on portable electronic media (e.g., floppy disks and CD-ROM) and in paper files. Administrative safeguards to be implemented shall include, but are not limited to training, instructions to employees, and policies and procedures regarding the HIPAA Privacy Rule. Technical safeguards to be implemented must comply with the HIPAA Security Rule and Subpart C of part 164 of the HIPAA regulations with respect to electronic PHI, and shall include, but are not limited to, role-based access, computer passwords, timing out of screens, storing laptop computers in a secure location (never leaving the equipment unattended at workplace, home or in a vehicle) and encryption. Physical safeguards to be implemented shall include, but are not limited to, locks on file cabinets, door locks, partitions, shredders, and confidential destruct.

6. AUTHENTICATION:

- A. The Contractor shall implement appropriate authentication methods to ensure information system access to confidential, personal (e.g., PHI) or sensitive data is only granted to properly authenticated and authorized persons. If passwords are used in user authentication (e.g., username/password combination), the Contractor shall implement strong password controls on all compatible computing systems that are consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-68 and the SANS Institute Password Protection Policy.
 - i. The Contractor shall implement the following security controls on each server, workstation, or portable (e.g., laptop computer) computing device that processes or stores confidential, personal, or sensitive data:
 - (1) network-based firewall and/or personal firewall,
 - (2) continuously updated anti-virus software and
 - (3) patch-management process including installation of all operating system/software vendor security patches.
 - ii. Encrypt all confidential, personal, or sensitive data stored on portable electronic media (including, but not limited to, CDs and thumb drives) and on portable computing devices

(including, but not limited to, laptop computers, smart phones and PDAs) with a solution that uses proven industry standard algorithms.

- iii. Prior to disposal, sanitize all DSH confidential data contained in hard drives, memory devices, portable electronic storage devices, mobile computing devices, and networking equipment in a manner consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-88.
- iv. The Contractor shall not transmit confidential, personal, or sensitive data via e-mail or other Internet transport protocol over a public network unless, at minimum, a 128-bit encryption method (for example AES, 3DES, or RC4) is used to secure the data.

7. MITIGATION OF HARMFUL EFFECTS:

- A. Contractor shall mitigate, to the extent practicable, any harmful effect that is known to the Contractor of a use or disclosure of PHI by the Contractor or its subcontractors in violation of the requirements of this Agreement.

8. NOTIFICATION OF BREACH:

- A. During the term of this Agreement, Contractor shall report to the DSH any use or disclosure of information not provided for by its contract of which it became aware including breaches of unsecured PHI as required by Section 164.410 of the HIPAA regulations.

9. DISCOVERY OF BREACH:

- A. Contractor shall immediately notify the DSH Information Security Officer by telephone call and e-mail upon the discovery of breach of security of PHI in all forms (paper, electronic, or oral) if the PHI was, or is reasonably believed to have been, acquired by an unauthorized person, or within 24 hours by email or fax of the discovery of any suspected security incident, intrusion or unauthorized use or disclosure of PHI in violation of this Agreement, or potential loss of confidential data affecting this Agreement. If the incident occurs after business hours or on a weekend or holiday and involves PHI, notification shall be provided by calling the DSH Information Security Officer. Contractor shall take:
 - ii. prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment and
 - iii. any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

10. INVESTIGATION OF BREACH:

- A. The Contractor shall immediately investigate such security incident, breach, or unauthorized use or disclosure of PHI or confidential data. Within 8 hours of discovery (of the breach), the Contractor shall notify the DSH Information Security Officer of at least the following:
 - i. what data elements were involved and the extent of the data involved in the breach,

- ii. a description of the unauthorized person(s) known or reasonably believed to have improperly acquired, accessed, used, transmitted, sent or disclosed PHI or confidential data,
- iii. a description of where and when the PHI or confidential data is believed to have been improperly acquired, accessed, used, transmitted, sent or disclosed,
- iv. a description of the probable causes of the improper acquisition, access, use, transmission, sending or disclosure and
- v. whether Civil Code sections 1798.29 (Agency) or 1798.82 (Business) or any other federal or state laws requiring individual notifications of breaches are required.

11. WRITTEN REPORT:

- A. The Contractor shall provide a written report of the investigation to the DSH Information Security Officer within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include, but not be limited to, the information specified above, an estimation of cost for remediation, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.

12. NOTIFICATION OF INDIVIDUALS:

- A. The Contractor shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and to pay any costs of such notifications, as well as any costs associated with the breach. Notification shall be made in the most expedient time possible without reasonable delay. The DSH Information Security Officer shall approve the time, manner and content of any such notifications.

13. DSH CONTACT INFORMATION:

- A. The Contractor shall direct communications to the DSH Information Security Officer and the Contractor shall initiate contact as indicated herein. The DSH reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Agreement to which it is incorporated.

**Information Security Officer
Department of State Hospitals – Sacramento
1600 9th Street, Room 260
Sacramento, CA 95814
Phone: (916) 654-5432
E-mail: ISO@dsh.ca.gov**

14. INTERNAL PRACTICES:

- A. The Contractor shall make the Contractor's internal practices, books and records relating to the use and disclosure of PHI received from DSH, or created, maintained or received by the Contractor under this Agreement, available to the DSH or to the Secretary of the U.S. Department of Health and Human Services in a time and manner designated by the DSH or by the Secretary, for purposes of determining DSH's compliance with the HIPAA regulations.

15. EMPLOYEE TRAINING AND DISCIPLINE:

- A. The Contractor shall train and use reasonable measures to ensure compliance with the requirements of this Agreement by employees who assist in the performance of functions or activities under this Agreement and use or disclose PHI; and discipline such employees who intentionally violate any provisions of this Agreement, including by termination of employment.

16. EFFECT OF TERMINATION:

- A. Upon termination or expiration of this Agreement for any reason, the Contractor shall return, at its sole expense, to DSH all health records within five (5) business days or as otherwise specified in the request or notice to return records or, if agreed to by the DSH, destroy all PHI received from DSH or created or received by the Contractor on behalf of the DSH, that the Contractor still maintains in any form. Contractor shall retain no copies of such PHI. However, if return or destruction is not feasible, Contractor shall continue to extend the protections and provisions of this Agreement to such information, and limit further use or disclosure of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision shall apply to PHI that is in the possession of the Contractor, its subcontractor(s), or its agent(s).

17. MISCELLANEOUS PROVISIONS:

- A. The DSH makes no warranty or representation that compliance by the Contractor with this Agreement that the HIPAA regulations shall be adequate or satisfactory for the Contractor's own purposes or that any information in the Contractor's possession or control, or transmitted or received by the Contractor, is or shall be secure from unauthorized use or disclosure. The Contractor is solely responsible for all decisions made by the Contractor regarding the safeguarding of PHI.
- B. Assistance in Litigation or Administrative Proceedings. The Contractor shall make itself, and use its best efforts to make any subcontractors, employees or agents assisting the Contractor in the performance of its obligations under this Agreement, available to the DSH at no cost to the DSH to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the DSH, its directors, officers or employees for claimed violations of HIPAA, regulations or other laws relating to security and privacy based upon actions or inactions of the Contractor and/or its subcontractor, employee, or agent, except where the Contractor or its subcontractor, employee, or agent is a named adverse party.
- C. Nothing expressed or implied in the terms and conditions of this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the DSH or the Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- D. The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with the HIPAA regulations and applicable Federal and State laws. The parties agree that any ambiguity in the terms and conditions of this Agreement shall be resolved in favor of a meaning that complies and is consistent with state and federal law, including HIPAA and the HIPAA regulations.
- E. A reference in the terms and conditions of this Agreement to any HIPAA regulation relates to that section in effect or as amended.

- F. The obligations of Contractor under this Exhibit E shall survive the termination or expiration of this Agreement.

18. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS:

- A. DSH may immediately terminate this Agreement if (a) Contractor is found liable in a civil or criminal proceeding for a violation of the HIPAA Privacy or Security Rule or (b) a finding or stipulation that the Contractor has violated a privacy or security standard or requirement of HIPAA, or other security or privacy laws made in an administrative or civil proceeding in which the Contractor is a party.

Exhibit D

INSURANCE

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

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

Workers Compensation and Employers Liability Insurance

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

If Contractor currently has no employees as defined by the Labor Code of the State of California, Contractor agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

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: \$2,000,000 per Occurrence; \$5,000,000 General Aggregate; \$5,000,000 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 Contractor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Contractor.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County. Contractor is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving the County.
- d. County of Sonoma, its Officers, Agents and Employees shall be endorsed as additional insureds for liability arising out of operations by or on behalf of the Contractor in the performance of this Agreement.
- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.

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

Automobile Liability Insurance

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limits may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos. If Contractor currently owns no autos, Contractor agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall cover hired and non-owned autos.
- d. Required Evidence of Insurance: Certificate of Insurance.

Professional Liability/Errors and Omissions Insurance

- a. Minimum Limits: \$2,000,000 per claim or per occurrence; \$5,000,000 annual aggregate. **The required limits shall apply exclusively to the County of Sonoma.**
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County.
- c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- d. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- e. Required Evidence of Insurance: Certificate of Insurance.

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.

Documentation

- a. The Certificate of Insurance must include the following reference: Inmate Behavioral Health Services
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Contractor agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is:
County of Sonoma its Officers, Agents and Employees
Attn.: Sonoma County Sheriff's Office
2796 Ventura Ave.

Santa Rosa, CA 95403

- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Contractor shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

Policy Obligations

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

Material Breach

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

CFMG Provided Inmate Behavioral Health Services

Agency	Service Start Date	Services Provided
Butte County	5/1/2002	Mental Health , Medical, and Dental. Services are provided for both adult and juvenile detention clients.
El Dorado County	6/1/1996	Mental Health , Medical, and Dental. Services are provided for both adult and juvenile detention clients.
Glenn County	11/1/2009	Mental Health , Medical, and Dental. Services are provided for both adult and juvenile detention clients.
Imperial County	1/1/1995	Mental Health , Medical, and Dental. Services are provided for adult detention clients.
Lake County	1/1/1996	Mental Health , Medical, and Dental. Services are provided for both adult and juvenile detention clients.
Lassen County	2/1/2015	Mental Health , Medical, and Dental. Services are provided for both adult and juvenile detention clients.
Madera County	4/1/2009	Mental Health , Medical, and Dental. Services are provided for both adult and juvenile detention clients.
Mendocino County	11/1/1990	Mental Health , Medical, and Dental. Services are provided for adult detention clients.
Merced County	6/1/2004	Mental Health , Medical, and Dental. Services are provided for both adult and juvenile detention clients.
Monterey County	11/1/1996	Mental Health , Medical, and Dental. Services are provided for both adult and juvenile detention clients.
Napa County	7/1/2000	Mental Health , Medical, and Dental. Services are provided for both adult and juvenile detention clients.
Nevada County	2/1/1992	Mental Health , Medical, and Dental. Services are provided for both adult and juvenile detention clients.
Placer County	10/1/1988	Mental Health , Medical, and Dental. Services are provided for adult detention clients.
San Benito County	7/1/2004	Mental Health , Medical, and Dental. Services are provided for both adult and juvenile detention clients.
Santa Barbara County	04/01/17	Mental Health , Medical, and Dental. Services are provided for adult detention clients.
Shasta County	1997 - 2005 and again 6/1/2008	Mental Health , Medical, and Dental. Services are provided for both adult and juvenile detention clients.
Solano County	3/1/2004	Mental Health , Medical, and Dental. Services are provided for both adult and juvenile detention clients.
Stanislaus County	1993-2008 and again 4/1/2014	Mental Health , Medical, and Dental. Services are provided for both adult and juvenile detention clients.
Ventrua County	11/1/1987	Mental Health , Medical, and Dental. Services are provided for both adult and juvenile detention clients.
Yolo County	7/1/1990	Mental Health , Medical, and Dental. Services are provided for both adult and juvenile detention clients.

*In addition to the 18 counties list above where mental health, medical and dental are all being provided, CFMG provides medical and dental services to nine other California counties including: Alameda, Amador, Calaveras, Colusa, Humboldt, San Diego, Santa Cruz, Sonoma, and Tuolumne.



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: May 23, 2017

Vote Requirement: Informational Only

Department or Agency Name(s): County Administrator/County Counsel

Staff Name and Phone Number:

Sita Kuteira 565-3771
Alegría De La Cruz 565-6115

Supervisorial District(s):

Title: Sonoma County Immigration Initiative Update

Recommended Actions:

Receive an update on impacts of recent federal immigration policy changes on County Departments and clients and on the County Immigration Initiative to address those impacts and meet the legal service needs of undocumented residents.

Executive Summary:

This report summarizes recent developments in the County's Immigration Initiative to address the high level of fear and anxiety in our community regarding recent changes in Federal immigration policy. This anxiety has led to the withdrawal of families from government sponsored programs, including schools, and health and human services, as well as concern by employers in local industries of potential indiscriminate workplace raids. In response, the County has internally convened departments to reassure clients and to understand the limits of Immigration and Custom Enforcement (ICE) authority. Externally, the County Counsel's Office has convened meetings of immigrant legal advocates to identify community needs and to work together to determine how to best serve the County's undocumented residents. The group, now consisting of about 40 attorneys and non-profit agency representatives, has met several times and has formed working committees addressing service models, educational materials, and fundraising.

Discussion:

IMPACTS ON COUNTY CLIENTS AND DEPARTMENTS

The Board's action in launching the Immigration Initiative to address community needs related to recent federal immigration policy is validated by the impact seen in County Departments. While statistical information is limited since a person's legal status is generally not the subject of information collection, there are service trends and anecdotal information which clearly demonstrate that the new federal immigration policies are making undocumented residents fearful about interacting with any level of government. The result has been that fewer families are engaging in safety net services, even for the

benefit of family members who are United States citizens. This has created greater family insecurity for community members who are already struggling economically. Indications of this impact have been seen in a variety of departments, and include a significant reduction of mothers seeking financial child support from the noncustodial parent, reported failures to seek protection for child abuse and domestic violence, increased failure of Spanish speaking residents in making court appearances, and a drop in Women, Infant and Child (WIC) program participation since January 1, 2017. Similarly, County employees are concerned about the prospect of ICE officers trying to gain access to County records or clients on County property.

IMMIGRATION INITIATIVE CONVENING

As presented to the Board on February 21, 2017, County Counsel took the lead in convening a series of meetings with local immigration attorneys and advocates. The meetings were productive and confirmed that there is a lack of deportation defense and other critical services for undocumented residents. Group representatives divided into three committees (Service Model, Educational Materials, and Fundraising) to increase efficiency given the time sensitive nature of the issue.

Service Model Committee

The Service Model group did an informal service gap analysis and determined that there are extremely inadequate legal services to provide deportation defense representation in Sonoma County. The model recommended by the committee, and approved by the larger group, was to have a non-profit(s) employ 2-3 attorneys, along with adequate administrative support, to provide at least limited deportation defense to address potential workplace or other raids by ICE in the County. The group would ideally have connections with other legal programs in the San Francisco area to help with Immigration Court appearances and provide a potential “surge capacity” if significant numbers of residents were placed in deportation proceedings. In addition, the lawyers would assist in “Know Your Rights” and family preparedness workshops, and could work with other local agencies on immigrant tenant rights issues and provide relevant information to employers.

Committee members also initiated a survey that was sent in April to all members of the Sonoma County Bar Association to identify pro bono resources and evaluate the possibility of a volunteer representation program supervised through the model program. The survey generated almost 80 responses from local attorneys, which will be used to supplement services.

Educational Materials Committee

This committee reviewed the range of advocacy and educational material currently available to establish a set of documents that was legally accurate and appropriate for Sonoma County needs. These materials are now finalized and are available through community client serving departments and the County’s new immigration website: <https://sonomacounty.ca.gov/immigration>. The materials are designed to address different audiences, including sections for immigration legal practitioners, Spanish-speakers, family preparedness, and “know your rights” information. In addition, the website contains a calendar of events to facilitate coordination of community educational events and sharing of information. The information will also be used to develop a County specific brochure to respond to frequently asked questions.

Fundraising

The Fundraising Committee, chaired by Lisa Carreño, Executive Director of 10,000 Degrees, was successful in working with the Sonoma County Community Foundation to establish a donor advised fund to support the legally services initiative, referred to as the Sonoma County Secure Families Project. If sufficient funds are raised, the Foundation will issue a Request for Proposals to support increasing legal services to immigrant families in the County consistent with the service model recommended by the Immigration Initiative. It is estimated that approximately \$2 million will be needed, over a three year period, to fund the Project. The Foundation will be looking for contributions from local governments and private donors, including contributions from industries such as the hospitality, agriculture, and wine producing sectors, which could also benefit from education regarding employer rights and worker support opportunities. A “donor summit” to kick off the aggressive fundraising effort is currently being planned for early this summer.

ADVOCACY

On February 21, 2017, the Board approved a letter of support for Senate Bill (SB) 54 (De León), which would generally prevent the use of state and local funds to aid federal deportation actions and create service provider safe zones. While supportive, the letter also included a request for key modifications, including an exception to the restriction on notification to ICE to allow our law enforcement agencies to coordinate with immigration enforcement in cases of serious or violent crimes. SB 54 passed the Senate in a 27-12 vote on April 3, 2017, and has had its first reading at the Assembly, where it awaits a vote. Amendments have been included that partially address the concerns raised by the Board regarding an exception to the restriction on notification in the case of serious or violent crimes, which may include felonies and certain misdemeanors, such as sex offenses.

The Board supported SB 6 (Hueso), which would expand State-funded legal services to undocumented adults. The County strongly supports the goal of this legislation, however, as written, no service providers in Sonoma County would be eligible for funding due to a requirement that the grant recipient has significant experience in deportation defense, which is defined in a way that excludes the County’s existing organizations. This is likely the case for many rural or suburban counties where established deportation defense services do not already exist. The County has been working with the author’s office to propose amendments that would allow service providers to qualify for funding by partnering with experienced immigration defense service providers in other jurisdictions.

Additionally, the Board supported AB 3 (Bonta), which would make grants available for nonprofits and public defenders offices to competently serve undocumented clients. The bill is current in the Assembly Committee on Appropriations.

On March 21, the Board approved the County’s participation in a friend of the court brief to support Santa Clara County's challenge to the Trump administration's threat to withhold federal funds from “sanctuary” jurisdictions. (*County of Santa Clara v. Donald Trump, President et al.*) On April 25, Judge Orrick of the US District Court, Northern District, granted the request for a nationwide injunction of the “Sanctuary Jurisdiction” Executive Order, holding that the Counties “will suffer irreparable harm absent an injunction, and that the balance of harms and public interest weigh in their favor.”

COMMUNITY ENGAGEMENT AND EDUCATION

Since January, County attorneys, most notably the Public Defender’s Criminal-Immigration specialist, have presented approximately 15 separate Know Your Rights presentations to County residents. Many

of these events have attracted several hundred people looking for advice and legal help. In addition, County attorneys have presented to many organizations and to the Mexican Consulate about the County's Initiative to seek support for these efforts.

CONCLUSION

There remains tremendous uncertainty and fear in the community and among service providers regarding the impact in Sonoma County of the new Administration's deportation efforts and immigration policy. The County is responding by engaging the advocate community, developing and distributing educational materials, surveying resources and service needs, coordinating community educational workshops, and working with the Community Foundation to establish a potential funding mechanism to address the unmet legal needs of this vulnerable part of our community. The County remains committed to being prepared through these programs to assist families who are at risk of their security being threatened through aggressive workplace or home deportation actions.

Prior Board Actions:

March 21, 2017 – Board authorized filing of amicus brief in support of Santa Clara's County's Motion to prohibit enforcement of President Trump Executive Order 13768 regarding restricting federal funding to "sanctuary jurisdictions".

February 21, 2017 – Board adopted a support position on SB 54 (De Leon) with a request for amendments and accepted a report on the Immigration Initiative.

February 7, 2017 – Board adopted Minute Order directing staff to address immigration-related issues and adopted a Resolution in support of equal rights for all residents regardless of immigration status.

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

The County Immigration Initiative, increasing legal services, and supporting immigration reform seeks to protect the safety and wellbeing of our undocumented communities by ensuring they feel secure in their communities and have safe access to essential services.

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

To: Board of Supervisors

Board Agenda Date: May 23, 2017

Vote Requirement: Majority

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

Staff Name and Phone Number:

Rebecca Wachsberg 707-565-3782
Sita Kuteira 707-565-3771

Supervisorial District(s):

Title: Land Use Penalty Relief and Cannabis Business Tax Policies Study Session

Recommended Actions:

- A. Adopt a Resolution establishing the Code Enforcement Temporary Penalty Relief Program to incentivize compliance and guide implementation of the Transition Period established in the Cannabis Land Use Ordinance; and
- B. Receive a report on Cannabis Business Tax policy options and provide direction to staff on taxation points, initial rates, and various tax implementation policies.

Executive Summary:

The Code Enforcement Temporary Penalty Relief Program recommended in this item would assist with implementing the Transition Period in the Cannabis Land Use Ordinance and incentivizing compliance with permitting requirements by giving currently operating businesses until August 31, 2017, to file initial applications and deferring some permit requirements to give operators time to comply.

This item also provides various Cannabis Business Tax policy options for the Board to consider and provide direction on, including which operators are taxed, initial taxation rates, locking in rates for a certain period of time, timing of tax payments for outdoor cultivators, and taxation during the transition period. Based on this direction, staff would return with an ordinance in June.

Discussion:

Transition Period and Penalty Relief

A key goal of the County is to bring the cannabis industry into the regulated market, which is beneficial for operators and the community at large. Recognizing this goal, the Cannabis Land Use Ordinance established a Transition Period to allow existing cannabis cultivation collectives and cooperatives to come into compliance with new local regulations:

SECTION III. 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. (So. Co. Ord. 6189, Section III).*

For the purposes of this discussion: “Existing Operators” are those that can show that they were in operation as a cooperative or collective prior to January 1, 2016; whereas, “Current Operators” are any cannabis operation that is currently operating in the unincorporated County, regardless of when the company starting operating and what it’s business structure is.

The proposed resolution seeks to clarify the transition period for Existing Operators codified in the Cannabis Land Use Ordinance and expand penalty relief to Current Operators that are in permit-eligible zones. Without a penalty relief program, all applicants currently operating a cannabis business would be subject to land use fines because they have technically been operating without a permit. Further, the applicant would generally be barred from continuing to operate until the permit is finalized. However, because land use permits were not previously available and the County wishes to incentivize compliance, a penalty relief program with allowance for continued operations is recommended. Penalty relief for non-land use violations, such as unpermitted structures or electrical, would not be eligible for penalty relief because those permit types were available to cannabis operators prior to the adoption of the Cannabis Land Use Ordinance.

On April 11, staff proposed a Penalty Relief Program that would allow existing operators on non-permit-eligible locations to continue operating without a permit in accordance with Section III of the Ordinance, and required both existing and current operators on permit-eligible parcels to file permit applications prior to July 31, 2017, to be eligible for penalty relief. The Board of Supervisors and the public provided feedback that 30 days after permitting opens was insufficient time for operators to complete applications, especially given permit requirements that require consultants that may already be booked out. Additionally, there were comments that existing operators, even on permit-eligible parcels, had thought they qualified for the January 1, 2018, deadline in Section III. In addition to these comments, staff received feedback that it was important to ensure that those continuing to operate were paying taxes.

In order to address these concerns and interests, the proposed resolution includes:

1. Extending the date for application submittal for those on permit-eligible parcels from July 31, 2017, to August 31, 2017.
2. Requiring only an initial application by the August 31, 2017, deadline for Existing Operators. An initial application will be an otherwise complete application, however the biotic assessment and hydro-geologic study could be delayed. Additionally, applicants need not have a North Coast Water Quality Control Board (Regional Water Board) Discharge Permit, but must show that they have applied.
3. Existing Operators on permit-eligible parcels will have until January 1, 2018, to complete the biotic assessment and hydrogeological study and show proof of a Regional Water Board Discharge Permit.

4. Current Operators must submit complete applications by August 31, 2017. If completion of the biotic assessment, hydro-geologic study, or issued Water Board Permit were infeasible, applicants may be eligible for an extension.
5. To be eligible for penalty relief, applicants must verify that they have been in operation since prior to January 1, 2016, for Existing Operator status, and prior to July 1, 2017, for Current Operator status, and will thus be liable for taxes as of July 1, 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

Current operations that are located on parcels that are not permit-eligible must cease immediately and will be subject to fines and penalties.

These categories are intended to be inclusive to encourage compliance with the Cannabis Program. If an operation that existed prior to January 1, 2016, moves to a permit-eligible location or restructures its business operations in some way, it will be considered an Existing Operator for the purposes of the transition period and penalty relief. The operator carries the burden of showing that it qualifies for one of the categories above. If at any time the County establishes that a cannabis operation poses

environmental, health, or safety risks, it will be subject to immediate enforcement and the transition period and penalty relief will not apply. For businesses that are not already in operation, beginning operations prior to obtaining a final permit is strongly discouraged as the cost to fix or change property improvements, site designs, or other non-compliant elements of the operation may be costly. After July 1, 2017, no business may begin operating without all required permits being finalized. Note that the Penalty Relief Program does not apply to unpermitted dispensaries.

Cannabis Uses and Agricultural Preservation and Open Space District Lands

Conservation easements held by the Agricultural Preservation and Open Space District (District) all contain language that requires that all activities be consistent with local, state, and federal law. Given the Schedule 1 classification of cannabis at the federal level, these easements have been interpreted to disallow any cannabis land uses. This question has been raised a couple times by property owners for whom the District holds a conservation easement. The District will be working with the Permit and Resource Management Department and the Department of Agriculture / Weights and Measures to ensure that permit applications are checked for the existence of a conservation easement and that this interpretation is provided as guidance to the industry.

As for property the District owns, cannabis uses are clearly not permitted. Some of the District's larger properties have been impacted by illegal trespass grows. Typically these sites are abandoned after harvest and a responsible party cannot be identified. The District is working with Regional Parks, Probation, and volunteers to clean up these grow sites. Additionally, the County is advocating for assistance from the State for these clean ups, and this cost may also be considered as part of an expenditure plan for the Cannabis Business Tax revenues.

Sonoma County Cannabis Business Tax

In December 2016, the Board adopted a series of ordinances establishing a comprehensive local program for the medical cannabis industry, including the Cannabis Business Tax. The Cannabis Business Tax (Measure A) was passed by voters in the March 7, 2017, special election with 71% voter approval. Measure A laid out a framework for taxation that set maximum allowable rates for all operator types and granted authority to the County to, among other things, set lower rates, tax certain operator types, and establish various tax administration policies.

The County recognizes that it is beneficial to all residents to set tax rates and policies that incentivize compliance and do not unduly burden the industry. In order to begin implementing the tax ordinance, several policies must be established and some may be reconsidered in order to maximize compliance and the success of the Sonoma County Cannabis Program. In order to gain tax implementation feedback, staff held a town hall meeting, a number of individual and small group meetings, and elicited feedback via a community survey on initial rates, different rate structures, procedures for evaluating and changing rates, and revenue expenditures, among other issues.

Taxation Points

Measure A set initial tax rates for cultivation and manufacturing, while rates for all other operators were set at 0%. Cultivation was chosen as a taxation point because Sonoma County is a producing county; as a county we grow far more cannabis than is sold or consumed locally. Additionally, most of the industry impacts addressed by the county are related to cultivation (crime, environmental damage, etc.).

Manufacturing was also chosen because this is a point in the supply chain where there is a value added to the cannabis product, making additional taxation appropriate. Overall, the taxation points were limited for administrative feasibility and to prevent a significant cumulative supply chain impact.

In the tax survey, cultivation and manufacturing placed second and third among survey respondents for most appropriate taxation points. Dispensaries and retail sales locations placed first among survey respondents, who cited high retail profits and transparency as key reasons. Because the County consumes less cannabis than it produces and even less of that consumption is from a dispensary purchase, it would be difficult to only tax at this point in the supply chain and make up for taxes lost on cultivation and manufacturing. However, if this taxation point is added, it could relieve pressure on profits for operators earlier in the supply chain, allowing the County to tax cultivation and manufacturing at a lower rate. Additional reasons for taxing dispensaries are that dispensaries have been regulated longer and those operating will not be incurring as much startup costs, taxes will likely be easier to collect and enforce, and a tax here would make up for the fact that under Proposition 64 medical cannabis was exempted from the standard State sales and use tax that is shared with the local jurisdiction. Additionally, these revenues would be more predictable as operating dispensaries and their sales are known. Sales tax records indicate that sales for dispensaries in the unincorporated area was \$22.5 million in 2016. Assuming these sales continue, a 2% local sales tax rate would yield revenues of \$450,000.

Options:

1. Tax cultivation and manufacturing.
2. Tax cultivation, manufacturing and dispensaries. Rates on cultivators and manufacturers could be decreased, see more on this below.
3. Tax dispensaries instead of manufacturing and/or cultivation, but increase the rate to compensate for lost revenues.

Recommendation: Option 2

Initial Rates

From the survey and direct feedback from operators, there is concern that while most of the proposed initial rates are reasonable, some of the higher rates are prohibitive. It has also been noted that too steep of a progressive curve may incentivize operators to figure out ways around the rate structure, such as incorporating several different companies. Enforcing against this behavior may be difficult, however, large land use fines would apply and help to disincentivize this behavior. In general, those surveyed were in favor of the progressive rate structure that supports smaller growers, so long as the progression was not too steep. To even out this curve, the highest tax rate may be decreased and/or the lowest tax rate may be increased. This would also decrease the incentive to game the system through innovative business structures. In the table below, the medium operator (up to 1 acre for outdoor and 22,000 sq. ft. for indoor and mixed-light) cultivation rates, which were developed to equate to 5% of gross receipts, have been reduced to the per square foot rate that is intended to equate to 3% and is equal the lower tiered paid by small cultivators (5001 – 10,000 sq. ft.). Additionally, the cottage rate has been increased from the square footage rate equal to 0.5% to the rate equal to 1% of gross receipts. Another comment from the survey was that the cultivation rate structure was too complicated, these changes would help to address this issue while still meeting the intended policy goals.

Operator	Maximum Rate	Current Starting Rate	Recommended Starting Rate
Outdoor cultivator			
Cottage (1C) 25 plants	\$10/sq. ft. or 10%	\$0.50	\$1.00
Specialty (1) 5,000 sq. ft.		\$1.40	\$1.50
Small (2) 10,000 sq. ft.		\$2.10	\$2.00
Medium (3) 1 acre		\$3.50	\$2.00
Indoor Cultivator			
Cottage (1C) 500 sq. ft.	\$38/sq. ft. or 10%	\$1.88	\$3.75
Specialty (1) 5,000 sq. ft.		\$7.50	\$7.50
Small (2) 10,000 sq. ft.		\$11.25	\$11.25
Medium (3) 22,000 sq. ft.		\$18.75	\$11.25
Mixed-light Cultivator			
Cottage (1C) 2,500 sq. ft.	\$22/sq. ft. or 10%	\$1.08	\$2.25
Specialty (1) 5,000 sq. ft.		\$4.32	\$4.50
Small (2) 10,000 sq. ft.		\$6.48	\$6.50
Medium (3) 22,000 sq. ft.		\$10.80	\$6.50
Manufacturing	10%	5%	3%
Dispensaries	10%	0%	2%
Nurseries, Distributors, Labs, Transporters	10%	0%	0%

Decreasing some of these rates makes the County more competitive with neighboring jurisdictions. Those actual rates are as follows:

Jurisdiction	Cultivation	Manufacturing	Dispensaries
Santa Rosa	2%	1%	3% (nonmedical)
Mendocino	2.5%	\$2,500	2.5%
Humboldt	\$1, \$2, \$3	-	-
Santa Cruz	7%	-	7%
Monterey	\$15 (indoor)	5%	5%

For purposes of comparison, normalized rates shown as a percent of gross sales are as follows:

Jurisdiction	Cultivation	Manufacturing	Dispensaries
Sonoma County (current)	1% - 5%	5%	0%
Sonoma County (recommended)	1% - 3%	3%	2%
Santa Rosa	2%	1%	0% (medical) 3% (nonmedical)
Mendocino	2.5%	< 1%	2.5%
Humboldt	1%	-	-

Santa Cruz	7%	-	7%
Monterey	4%	5%	5%

Options:

1. Decrease the highest taxation rates for cultivation and manufacturing.
2. Increase the lowest taxation rate for cultivation.
3. Add a tax on dispensaries.
4. Maintain tax rates.

Recommendation: Options 1, 2, and 3

Rate Lock

Pursuant the Ordinance, the Board has the authority to change rates by ordinance at any time. However, operators and investors have requested certainty with regards to taxation rates given in order to calculate their return on investment and justify the upfront costs of improvements, equipment, land, and permits. A method employed by other jurisdictions is locking in the rates for a certain period of time. It is recommended here that the Board lock in rates for two years. Two years provides both some certainty as well as flexibility to adjust once we have sufficient local market data. One year would not provide much certainty and it would be difficult to gather and analyze enough data during that time to justify rate changes. Longer than two years would provide more certainty for the industry but limit the Board’s ability to be responsive to local market conditions. Rates could be locked so that they cannot be increased and/or decreased during that time. Disallowing rate increases provides certainty for the industry, while disallowing rate decreases may allow the County sufficient time to evaluate the effect of certain tax rates without prematurely being pressured to decrease rates. However, removing the opportunity to decrease rates significantly limits flexibility that may be required to bring the industry into compliance with the new Program.

Other jurisdictions have included similar policies to increase rate certainty for the industry. Santa Rosa’s tax measure that will be voted on in June proposes to lock in rates for periods of two years; Mendocino County’s ordinance locks their initial 2.5% rate until July 1, 2020; and Monterey County’s ordinance locks in their initial rate of \$15 per square foot through June 30, 2020. Mendocino and Monterey then have set amounts the rate will or can increase per year following that, which is another policy that could be considered. The proposal here only entails locking in rates for the first two years (July 1, 2017 to July 1, 2019), while leaving the issue of future rate changes to be discussed by the Advisory Group and the Ad Hoc in more detail.

Options:

1. Two years
2. One year
3. Three or more years
4. Only restrict rate increases
5. Restrict rate increases and decreases

Recommendation: Options 1 and 4

Payment Timing

The Ordinance states that operators shall file and pay due taxes at least quarterly. Concern has been raised regarding outdoor cultivators because the product is not harvested until Q2 of the fiscal year. Having taxes due in Q1 would require businesses to pay taxes before they have received revenue for the year, which is fiscally difficult for businesses and may decrease compliance. Staff recommends that for outdoor cultivators only, the Q1 tax requirement be a zero filing, with all tax liability being spread among the remaining three quarters. This raises concerns regarding cultivators' ability to harvest a crop and dismantle a grow operation and evade taxes entirely. However, the operators that are likely to do that are not the same operators that will be applying for permits and complying with other parts of the Program. The operations that will seek to avoid taxes are likely to do so regardless of the due dates for tax payments.

Few jurisdictions allow outdoor cultivation *and* have a per square foot tax, so there are not many examples on how to handle the concern presented by these policies. In Humboldt County, taxes are collected biannually by ordinance, at Q2 and Q4, mitigating the concern. Other ordinances that would require payments in Q1 have not been testing, and most contain a clause that would give them the authority to adjust payment timing to facilitate tax collection, so it is likely that more policies modifying payment timing will develop in the future.

Lastly, note that taxes for all other operators in the County would be due quarterly, though operators would have the option of paying more frequently and the Tax Collector could require a more frequent schedule of payments as well.

Options:

1. Taxes due quarterly for all operators except outdoor cultivators, for which taxes will be due only in Q2, Q3, and Q4.
2. Taxes due quarterly for all operators.

Recommendation: Option 1

Transition Period Taxation

In general, operators will not be allowed to operate, and thus not be liable for taxes, until their permits are issued. During the transition period, however, operators will be allowed to continue operating while permits are being processed or during the time they have to come into compliance with the ordinance. The policy consideration in favor of taxing all these businesses is that if they are operating and generating revenue they should be taxed. One concern is that businesses may be liable for taxes and then have their permit denied, forcing them to incur additional costs to move or modify their businesses. This would be a risk of operating before a permit is finalized. However, if the permit was denied and the operation ceased, they would no longer be liable for taxes as of that date.

Another concern is that this subjects farmers in rural residential or on other non-permit-eligible parcels to tax liability, even though they must close down their farm and find another location. Same as above, these farmers would not be liable for taxes as soon as they cease operations. Also, not taxing these operators would put those applying for permits and paying taxes a great disadvantage. Lastly, some cultivation operations on rural residential parcels are multiple acres in size, and not just small mom-and-

pop businesses. Exempting these operations from taxes for this season would be detrimental to revenues and counter to the policy goal.

Additionally, staff recommends that permit approval be subject to the operator being current on its tax payments. If the operator has not paid taxes due, the permit (either on that property or another that the operator has) *shall not* be approved.

Options:

1. Subject all existing and current operators under the transition period to tax liability based on the permit size that the operator would fall into.
2. Exempt existing and current operators from tax liability until a permit is issued.
3. Do not subject existing operators on non-permit-eligible parcels to tax liability.

Recommendation: Option 1

Other Issues for Advisory Group

On April 11, 2017, the Board approved the Advisory Group Selection and Work Plan. The application period ran from May 5 through May 12, and over 100 applications were received. The Ad Hoc Committee is in the process of reviewing applications and will bring appointee recommendations to the full Board. With regards to taxation, it is anticipated that the Advisory Group would study and provide recommendations on revenue expenditures, how to assess the success of the tax implementation and identify areas for improvement, and rate change considerations, including increased notice options.

Based on direction provided during the study session, staff will amend the recommended tax ordinance and return in June for the first reading.

Prior Board Actions:

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

Adopting the Transition Period and Penalty Relief and adjusting and setting certain tax policies that encourage compliance with the Cannabis 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		\$3.94 million	
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources		\$3.94 million	
Narrative Explanation of Fiscal Impacts:			
<p>There are no expenditures associated with this item. The current tax rates set by Measure A would generate an estimated \$3.77 million in FY 17-18. With the changes recommended in this item, total Cannabis Business Tax revenue would increase to an estimated \$3.94 million, a difference of \$170,000. Decreased tax rates for medium cultivators and manufacturers are expected to be partially offset by increased compliance, with the remainder of the difference due to the addition of the dispensary tax.</p>			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Attachment A: Code Enforcement Temporary Penalty Relief Program Resolution			
Attachment B: Cannabis Business Tax Ordinance			
Related Items “On File” with the Clerk of the Board:			



County of Sonoma

State of California

Date: May 23, 2017

Item Number: _____
Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Establishing A 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 of 1996 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 on September 26, 2006 by Resolution 06-0846. The 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 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 (Cannabis Act); and

Whereas, on December 20, 2016 the Board of Supervisors adopted the Medical Cannabis Land Use Ordinance #6189 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 Prop 215 and Resolution 06-0846 and will need to become permitted, or relocate to a different property where they can become permitted, under the Ordinance #6189; 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 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, the Board of Supervisors is desirous of establishing a temporary penalty relief program as an incentive to bring unpermitted cannabis operations, operating under the Transition Period or in permit-eligible locations, into compliance for the purposes of addressing potential health and safety issues; and

Now, Therefore, Be It Resolved that the Board of Supervisors of the County of Sonoma hereby adopts a Code Enforcement Temporary Penalty Relief Program (“Program”). The criteria, terms, conditions, and limitation of the Program are as follows:

1. The Program shall expire automatically without further action by the Board on January 1, 2018.
2. The Program shall apply to all zoning permits and use permits for cannabis operations, other than dispensaries.
3. The Program shall not include building, grading, well, septic, or other violations on the Property.
4. “Existing Operators” shall include all cannabis operators that can show that they were in existence in Sonoma County prior to January 1, 2016, based on criteria determined by the agency having jurisdiction. Operators that have changed business locations or business structures since January 1, 2016, will still qualify as Existing Operators if they can show continuity of the cannabis operation based on business name, ownership, management, or other indicator.
5. “Current Operators” include cannabis operators that can show that they were in existence in Sonoma County prior to July 1, 2017, based on criteria determined by the agency having jurisdiction.
6. “Non-Permit-Eligible Locations” are parcels that are not eligible for a cannabis land use permit due to zoning district, parcel size, or other inability to meet the site development standards of the Ordinance.
7. “Permit-Eligible Locations” are parcels for which a cannabis land use permit may be issued for the existing or current operation.
8. An “Initial Application” is a land use permit application that contains all permit application requirements except a biotic assessment, hydro-geologic study, and an issued Waste Discharge Permit from the North Coast Regional Water Quality Control Board. Applicants must show that they have applied for the Waste Discharge Permit.
9. A “Complete Application” is a land use permit application that contains all permit application requirements. If an applicant can show that a biotic assessment, hydro-geologic study, or an issued Waste Discharge Permit from the North Coast Regional Water Quality Control Board was infeasible by the submittal deadline, the review authority may issue an extension for the

purposes of penalty relief at its sole discretion.

10. The Program shall only apply as follows:
 - a. **Existing Operators in Non-Permit-Eligible Locations:** Existing Operators will not be subject to fines and penalties for their land use, and may continue to operate until January 1, 2018, provided that they do not increase the cultivation area, and follow the Cannabis Land Use Ordinance operating standards and Best Management Practices adopted by the Agricultural Commissioner.
 - b. **Existing Operators in Permit-Eligible Locations:** Existing Operators will not be subject to fines and penalties for their land use, and may continue to operate until a final determination is issued on their cannabis land use permit application, provided they do not increase the cultivation area, and follow the Cannabis Land Use Ordinance operating standards and Best Management Practices adopted by the Agricultural Commissioner, so long as they submit an Initial Application by August 31, 2017, and a Complete Application by January 1, 2018.
 - c. **Current Operators in Permit-Eligible Locations:** Current Operators will not be subject to fines and penalties for their land use, and may continue to operate until a final determination is issued on their cannabis land use permit application, provided they do not cultivate more than would be allowed under the permit type indicated in their permit application, and follow the Cannabis Land Use Ordinance site development standards, operating standards and Best Management Practices adopted by the Agricultural Commissioner, so long as they submit a Complete Application by August 31, 2017.
11. The 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 Program must still meet all applicable codes currently in effect, pay all other permit and development fees, and complete all required inspections prior to a waiver of penalties being granted.
13. Cannabis operations under the Program must be in compliance with all requirements of the Sonoma County Cannabis Business Tax.
14. 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.

Resolution #
Date: April 11, 2017
Page 5

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

ORDINANCE NO. ()**AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA, STATE OF CALIFORNIA, AMENDING CHAPTER 35 OF THE SONOMA COUNTY CODE AND ADOPTING CANNABIS BUSINESS TAX RATES AND REGULATIONS**

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

Section I. Purpose. These amendments are adopted to achieve the following purposes, among others, and directs that the provisions herein be interpreted to accomplish these purposes:

- A. To incentivize compliance, to provide tax rate stability, and to avoid unduly burdening a nascent industry; and
- B. To reflect the seasonal nature of outdoor cultivation and its impact on taxation of operators.
- C. At the March 7, 2017, special election, the voters of Sonoma County approved the Cannabis Business Tax Ordinance (Measure A), codified in Chapter 35 of the Sonoma County Code;
- D. The Cannabis Business Tax is imposed in accordance with the state Medical Cannabis Regulation and Safety Act, specifically California Business and Professions Code section 19348, the “California Control, Regulate and Tax Adult Use of Marijuana Initiative” approved by the voters in the November 2016 election, the California Revenue and Taxation Code section 7284, and other enabling legislation;
- E. The Cannabis Business Tax Ordinance, as approved by the voters, authorizes the Board of Supervisors to, at any time by ordinance, implement a tax rate that is lower than the maximum tax rates authorized; and

Section II. Amendments. Chapter 35 of the Sonoma County Code is amended as follows:

- A. **Amendments to Commercial Cannabis Cultivation Tax Rates.** The tax rates set forth in Section 35-5(a)(4) (Tax Imposed) of Chapter 35 of the Sonoma County Code are hereby replaced with the following tax rates:

Permit Type	Rate Per Square Foot
Outdoor	
1C: Cottage	\$1.00
1: Specialty	\$1.50

2: Small	\$2.00
3: Medium	\$2.00
Indoor	
1C: Cottage	\$3.75
1A: Specialty	\$7.50
2A: Small	\$11.25
3A: Medium	\$11.25
Mixed Light	
1C: Cottage	\$2.25
1B: Specialty	\$4.50
2B: Small	\$6.50
3B: Medium	\$6.50

- B. **Amendments to Tax Rates on All Other Cannabis Businesses.** The tax rates set forth in Section 35-5(b)(3) (Tax Imposed) of Chapter 35 of the Sonoma County Code are hereby replaced with the following tax rates:

Operator	Percentage of Gross Receipts
Manufacturer	3%
Transporter	0%
Distributor	0%
Cannabis Nursery	0%
Dispensary	2%
Testing Laboratory	0%

- C. **Rate Changes.** The following Subsections are hereby added to Section 35-5 (Tax Imposed) of Chapter 35 of the Sonoma County Code:

1. Section 35-5(a)(6) – Notwithstanding Subsection 35-5(a)(3), the Board of Supervisors shall not increase the tax rates set forth in Subsection 35-5(a)(4) or the square feet per plant set forth in Subsection 35-5(a)(5) until July 1, 2019, at the earliest.
2. Section 35-5(b)(4) – Notwithstanding Subsection 35-5(b)(2), the Board of Supervisors shall not increase the tax rates set forth in Subsection 35-5(b)(3) until July 1, 2019, at the earliest.

- D. **Amendments to Reporting and Remittance of Tax.** The following subsection is hereby added to subparagraph (a) of Section 35-6 (Reporting and Remittance of Tax) of Chapter 35 of the Sonoma County Code:

1. Section 35-6(a)(1) – For outdoor commercial cannabis cultivation, the taxes owed for the first quarter of each fiscal year shall be zero. Notwithstanding the foregoing, submission of a tax statement shall still be required for the first quarter of the fiscal year for all outdoor commercial cannabis cultivation,

regardless of whether any tax is due. Total taxes owed for the fiscal year shall be paid in equal installments on or before the last day of the month following the close of the second, third, and fourth quarters of the fiscal year.

Section III. Severability. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional and invalid, such decision shall not affect the validity of the remaining portion(s) 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. CEQA. The approval of this Ordinance is exempt from the California Environmental Quality Act (Public Resources Code §§ 21000 et seq., “CEQA,” and 14 Cal. Code Reg. §§ 15000 et seq., “CEQA Guidelines”). The Cannabis Business Tax and this Ordinance establish a general tax that can be used for any legitimate governmental purpose; it is not a commitment to any particular action. As such, under CEQA Guidelines section 15378(b)(4), the tax is not a project within the meaning of CEQA because this Ordinance amends a government funding mechanism that does not involve any commitment to any specific project that may result in a potentially significant physical impact on the environment. If revenue from the tax were used for a purpose that would have either such effect, the County would undertake the required CEQA review for that particular project. Therefore, pursuant to CEQA Guidelines section 15060 CEQA analysis is not required.

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

In regular session of the Board of Supervisors of the County of Sonoma introduced on the __ day of June, 2017, and finally passed and adopted this __ day of June, 2017, on regular roll call of the members of said Board by the following vote:

Supervisors:

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

So Ordered.

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



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisor

Board Agenda Date: May 23, 2017

Vote Requirement: 4/5

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

Staff Name and Phone Number:

Susan Klassen 707-565-2231

Supervisorial District(s):

Second, Fourth, Fifth

Title: Establishment of Quiet Zones at Railroad Crossings in Sonoma County

Recommended Actions:

- A. Authorize the Director of Transportation and Public Works to execute a cooperative agreement with the City of Cotati and the City of Rohnert Park regarding a combined application submission for the establishment of joint quiet zones at Railroad Crossings within Sonoma County relating to the rail operations of Sonoma Marin Area Rail Transit.
- B. Authorize the Director of Transportation and Public Works to submit a Letter of Establishment to the Federal Railroad Authority after obtaining concurrence from the Cities of Rohnert Park and Cotati and the installation of the required supplemental safety measures.
- C. Adopt a Resolution authorizing budgetary adjustments to the Fiscal Year 2016-17 Final Budget for the Transportation and Public Works Road Division budget for installation of supplemental safety measures at County railroad crossings and off-railroad crossing traffic access improvements to be funded with \$800,000 in unused General Fund contingencies re-budgeted for this use.

Executive Summary:

In an effort to reduce noise and enhance quality of life for Sonoma County residents and businesses located near railroad crossings, the Department of Transportation and Public Works has worked together with the cities of Rohnert Park and Cotati submitting a Notice of Intent to the Federal Railroad Authority to establish a quiet zone within Sonoma County on March 14, 2017. The list of the 15 impacted crossings is detailed within the attached Notice of Intent letter. The California Public Utilities Commission and Sonoma Marin Area Rail Transit have submitted comments to the Department that require an amendment to the boundaries of the quiet zone and the timing of its establishment. The Department will be submitting an amended Notice of Intent letter. The required supplemental safety measures remain unchanged as proposed on all the crossings.

Discussion:

On December 13, 2016 the Board authorized submitting a Notice of Intent to the Federal Railroad Authority for establishment of a combined quiet zone with the cities of Cotati and Rohnert Park. With

the establishment of a quiet zone, locomotive engineers approaching a designated crossing must refrain from sounding the train's horn. The locomotive engineer may sound the horn to provide a warning to animals, vehicle operators, pedestrians, trespassers, crews of other trains, and in an emergency situation by the locomotive engineer's sole judgment if taking such action is appropriate.

Every public grade crossing in a quiet zone must be equipped at minimum with the standard or conventional automatic warning devices (i.e. flashing lights and gates). Quiet zone regulations do not eliminate the use of locomotive bells or lights at crossings.

Establishment of the quiet zone requires that certain Supplemental Safety Measures be installed so that the Quiet Zone Risk Index for the subject grade crossing is at or below the Risk Index with Horns. The Department has proposed to install Non-Traversable Curb Medians with or without Channelization Devices, Mountable medians with Reflective Traffic Channelization Devices, and Four-Quadrant Gates upgraded from Two-Quadrant Gates, with Vehicle Presence Detection at the County crossings bringing the calculated Risk Index in all the crossings to below the Nationwide Significant Risk Threshold.

Installation of the Supplemental Safety Measures will require modifications to a few private access locations, a private parking lot, and restricting through traffic on Hart Lane and 'D' Street in the Community of Fulton. Section 21100 et seq. of the California Vehicle Code allows local authorities to regulate traffic by means of officers and official traffic control devices by way of local ordinances, giving municipalities the ability to create specific traffic regulations within their jurisdiction. The Department expects to install most of the required improvements prior to the start of service of the Sonoma Marin Area Rail Transit with others shortly thereafter and will bring an item to the Board to address the traffic restrictions in Fulton.

In order for a single quiet zone to include areas within multiple jurisdictions, a lead agency for the purposes of the procedural steps for establishing a quiet zone must be indemnified. Upon the Board's approval of this item, the Director of Transportation and Public Works would be authorized to enter into a cooperative agreement with the City of Rohnert Park and the City of Cotati on behalf of the County for the County to act as the lead agency in establishing the quiet zones. Once all the required additional improvements and signage have been installed and verified a Notice of Establishment is filed with the Federal Railroad Authority. The quiet zone can take effect no earlier than 21 days from the date on which the Notice of Quiet Zone Establishment is mailed. The Department is requesting authorization to submit the Notice of Establishment after receiving written concurrence from both cities and all required improvements are installed.

The estimated cost for the installation of all the required Supplemental Safety Measures and the traffic modifications is \$500,000. The estimated cost for the off-railroad crossing improvements is \$300,000. Improvements are estimated to be completed by the end of calendar year 2017.

Prior Board Actions:

12/13/16 Board authorized submittal of a Notice of Intent for Quiet Zones at Railroad Crossings within Sonoma County and authorized the Director of Transportation and Public Works to negotiate cooperative agreements with Rohnert Park and Cotati regarding joint quiet zone applications.

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

This project will improve the safe passage of motorists, pedestrian, and bicyclists at the respective railroad crossings.

Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses	\$800,000		
Additional Appropriation Requested			
Total Expenditures	\$800,000		
Funding Sources			
General Fund	\$800,000		
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	\$800,000		
Narrative Explanation of Fiscal Impacts:			
The estimated expense of the required supplemental safety measures is \$800,000. The Department of Transportation and Public Works is requesting \$800,000 in unused General Fund contingencies to be re-budgeted for these improvements			
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, Notice of Intent Letter; Cooperative agreement with the Cities of Cotati and Rohnert Park; Crossings Map			
Related Items "On File" with the Clerk of the Board:			



County of Sonoma
State of California

Date: May 23, 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 2016-2017 Final Budget For Transportation and Public Works, Road Improvements Fund and Non-Departmental, In The Amount Of \$800,000.

Whereas, the Board of Supervisors has adopted a Fiscal Year 2016-2017 Final Budget for the County of Sonoma Transportation and Public Works Department; and

Whereas, the Government Code allows for adjustments to the Final Budget during the 2016-2017 Fiscal Year.

Now, Therefore, Be It Resolved that the County Auditor-Controller-Treasurer-Tax Collector (ACTTC) is hereby authorized and directed to make the following budgetary adjustments:

Financing Uses:

General Fund (10005): County General Fund 16020200-51202: Election Services	(\$800,000)
General Fund (10005): County General Fund 16021200-57012: Transfers Out – btw Govtl Fund	\$800,000
Road Fund (11051): Road Improvements 34010103-54406: Infrastructure	\$800,000

Financing Sources:

Road Fund (11051): Road Improvements 34010103-47102: Transfers In – btw Govtl Fund	\$800,000
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Resolution #

Date:

Page 2

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



**Integrated Waste
Road & Bridge Operations
Sonoma County Airport
Sonoma County Transit**

Susan R. Klassen, Director

Deputy Director, Road & Bridge Operations: John McCarthy

Deputy Director, Integrated Waste, Airport, Transit: Johannes J. Hoevertsz

March 14, 2017

Associate Administrator for Safety
Federal Railroad Administration
1200 New Jersey Avenue, SE, MS-25
Washington, DC 20590

Re: Sonoma County Quiet Zone Project Notice of Intent

Dear Associate Administrator:

This letter serves as Notice of Intent for the creation of a New Quiet Zone on the Sonoma Marin Area Rail Transit (SMART) Route between Milepost 0042.20 and 0059.38 within the unincorporated area of Sonoma County, and the cities of Rohnert Park and Cotati. This Notice of Intent is being provided in accordance with the provisions of Title 49 of the Code of Federal Regulations (CFR), Part 222.43(a)(1). The highway grade crossings within the New Quiet Zone are as follows:

1. Ely Road N DOT #498680A
2. Main St/Woodward DOT #498679F
3. Old Adobe Road DOT #498678Y
4. East Railroad Ave DOT #498677S
5. East Cotati Ave DOT #498676K
6. Southwest Blvd DOT #498675D
7. Rohnert Park Expy DOT #498674W
8. Golf Course Drive DOT #498673P
9. Scenic Ave DOT #498671B
10. Todd Road DOT #498670U
11. West Robles DOT #498665X
12. Fulton Road DOT #498570P
13. River Road DOT #498571W
14. Airport Blvd DOT #498572D
15. Aviation Blvd DOT #912093R

In addition to the above public highway grade crossings, the following pedestrian crossing is also within the designated quiet zone area:

1. Ped X-ing DOT #859165Y

The County of Sonoma is creating this New Quiet Zone by Public Authority Designation in accordance with the requirements of 49 CFR 222.39(a)(3). Supplemental Safety Measures are proposed at all crossings in the New Quiet Zone, bringing the Quiet Zone Risk Index to a level below

the Risk Index with Horns. Attached to this Notice of Intent is the signed report and the results sheet generated from the FRA Quiet Zone Calculator as well as updated FRA crossing inventory forms for all the New Quiet Zone crossings. A description of the characteristics of the New Quiet Zone follows:

1. The New Quiet Zone will be in effect on a 24-hour basis. Routine sounding of the locomotive horn should be discontinued on a 24-hour basis once the new Quiet Zone is established.
2. The New Quiet Zone will be in effect at the fifteen highway grade crossings listed above between Milepost 0042.20 and Milepost 0059.38 on the Sonoma Marin Area Railroad Transit Route.
3. All fifteen highway grade crossings and the one pedestrian crossing are provided with flashing lights and gates.
4. Constant Warning Time (CWT) devices are in service at all fifteen highway crossings and the pedestrian crossing within the New Quiet Zone.
5. The Highway grade crossing instrument houses and cases at all fifteen highway grade crossings within the New Quiet Zone currently have power-off indicators installed and working.
6. Pre-existing Supplemental Safety Measures (non-traversable curb medians) are currently installed at the following highway grade crossings within the New Quiet Zone:
 - River Road
7. All fifteen highway grade crossings and pedestrian crossing within the New Quiet Zone will be provided with the appropriate signage (No Train Horn, etc.) as required.
8. The FRA highway grade crossing inventory forms for all fifteen highway grade crossings within the New Quiet Zone have been updated (in red ink) and are attached. The pedestrian crossing updated inventory form is also attached for reference. In addition, the signed report and the Quiet Zone calculator print-out indicating the results for the fifteen highway grade crossings within the New Quiet Zone are attached.
9. A Diagnostic Site Review Meeting was held at each of the eleven highway grade crossings within the New Quiet Zone on October 17, 2016. Appropriate representatives from the Federal Railroad Authority (FRA), Sonoma Marin Areal Rail Transit (SMART), the California Public Utilities Commission (CPUC), the City of Rohnert Park, the City of Cotati, and the County of Sonoma were in attendance. Via this Notice of Intent the County of Sonoma is requesting that SMART and the CPUC provide us with their recommendations stemming from the Diagnostic Site Review Meeting.

NOTIFICATIONS

As required by 49 CFR 222.43 (b)(iv), the name, title and contact information for the person who will act as the point of contact during the New Quiet Zone development process is as follows:

Johannes J. Hoevertsz, P.E
Deputy Director, Sonoma County Department of Transportation and Public Works
2300 County Center Drive, Suite B100
Santa Rosa, CA 95403
Office: (707) 565-3585
Fax: (707) 565-2620
E-mail: johannes.hoevertsz@sonoma-county.org

Also, as required by 49 CFR 222.43 (b)(2)(v), the name and address of each party that will receive a copy of this Notice of Intent and all attachments in accordance with the requirements of 49 CFR 222.43(a)(1) are as follows:

Hard Copy Notification by Certified Mail, Return Receipt Requested

James M. Jordan
Regional Administrator
Federal Railroad Administration - Region 7
801 I Street, Suite 466
Sacramento, CA 95814

Robert C. Lauby, P.E.,
Associate Administrator for Railroad Safety
Federal Railroad Administration
1200 New Jersey Ave, SE
Washington, DC 20590

Mr. David Stewart
Utilities Engineer
California Public Utilities Commission
Railroad Crossings and Engineering Branch
180 Promenade Circle, Suite 115
Sacramento, CA 95834-2939

California Department of Transportation
Division of Rail and Mass Transportation, MS #39
P.O. Box 942874
Sacramento, CA 94274-0001

Mr. Farhad Mansourian
General Manager
Sonoma Marin Area Rail Transit
5401 Old Redwood Highway, Suite 200
Petaluma, CA 94954

Mr. Mitch Stogner
Executive Director
North Coast Railroad Authority
419 Talmage Road, Suite M
Ukiah, CA 95482

Ms. Vanessa Marin, P.E.
Civil Engineer
City of Rohnert Park
130 Avram Avenue, 2nd Floor
Rohnert Park, CA 94928

Anwar Mirza, PE
Civil Engineer
City of Cotati
201 West Sierra Avenue
Cotati, CA 94931

Please direct all correspondence regarding this matter to the undersigned at the address listed above under the Notifications section of this letter. Please provide any comments that you may have within the 60-day comment period prescribed in 49 CFR 222.43 (a)(3)(i). If no comments are to be provided, please provide a written statement indicating that no comments are to be provided in accordance with 49 CFR 222.43 (a)(3)(il)(B). Thank you for your attention to this matter.



Susan R. Klassen, P.E.
Director of Transportation and Public Works
Sonoma County

Enclosures: Quiet Zone Calculator Results Sheet
Quiet Zone Designation Forms
U.S DOT Crossing Inventory Forms

C:\Users\jhoevert\Documents\SP\SMART\Quiet Zones\NOI\Combined_NOI_Letter.docx

Print This Page

Home | Help | Contact | logoff johannes.hoevertsz@sonoma-county.org

Change Scenario:

Create New Zone
Manage Existing Zones
Log Off

Crossing	Street	Traffic	Warning Device	Pre-SSM	SSM	Risk	
498570P	FULTON ROAD	15966	Gates	0	13	14,009.05	MODIFY
498571W	RIVER ROAD	15544	Gates	0	13	13,937.77	MODIFY
498572D	AIRPORT BLVD	17579	Gates	0	13	9,722.17	MODIFY
498665X	WEST ROBLES AVE.	783	Gates	0	12	7,452.95	MODIFY
498674W	ROHNERT PARK EXPY	26952	Gates	0	13	14,420.66	MODIFY
498673P	GOLF COURSE DRIVE	23020	Gates	0	0	74,992.56	MODIFY
498671B	SCENIC AVE.	1491	Gates	0	12	10,599.32	MODIFY
498670U	TODD ROAD	13365	Gates	0	12	13,851.32	MODIFY
498675D	SOUTHWEST BLVD	12871	Gates	0	13	12,223.20	MODIFY
498679F	MAIN ST/WOODWARD	7875	Gates	0	6	11,980.92	MODIFY
498680A	ELY ROAD N	3595	Gates	0	12	12,914.91	MODIFY
912093R	AVIATION BLVD	5206	Gates	0	12	9,528.03	MODIFY
498676K	EAST COTATI AVE.	17200	Gates	0	13	10,377.53	MODIFY
498677S	EAST RAILROAD AVE	1383	Gates	0	12	9,787.95	MODIFY
498678Y	OLD ADOBE ROAD	3933	Gates	0	12	11,256.54	MODIFY

Step by Step Instructions:

Step 1: To specify New Warning Device (For Pre-Rule Quiet Zone Only) and/or SSM, click the [MODIFY](#) Button

Step 2: Select proposed warning device or SSM. Then click the [UPDATE](#) button. To generate a spreadsheet of the values on this page, click on [ASM](#) button—This spreadsheet can then be used for ASM calculations.

Step 3: Repeat Step (2) until the SELECT button is shown at the bottom right side of this page. Note that the SELECT button is shown ONLY when the Quiet Zone Risk Index falls below the NSRT or the Risk Index with Horn.

Step 4: To save the scenario and continue, click the SELECT button

* Only Public At Grade Crossings are listed.

ALERT: Quiet Zone qualifies because QZRI is less than Risk Index with Horns.

Click for [Supplementary Safety Measures \[SSM\]](#)

Click for ASM spreadsheet: * Note: The use of ASMs requires an application to and approval from the FRA.

Summary	
Proposed Quiet Zone:	SOCO_RP_COT_FINAL_QZ
Type:	New 24-hour QZ
Scenario:	SOCO_RP_CO_49724
Estimated Total Cost:	\$309,000.00
Nationwide Significant Risk Threshold:	14347 .00
Risk Index with Horns:	32058.33
Quiet Zone Risk Index:	15803.66
<input type="button" value="Select"/>	

AGREEMENT TO ESTABLISH JOINT QUIET ZONE AND
DELEGATING AUTHORITY TO COUNTY OF SONOMA

This agreement (Agreement) is entered into as of the date of execution by the last signatory hereto, by and amongst the County of Sonoma, a political subdivision of the State of California (County), the City of Cotati, a California general law city (Cotati), and the City of Rohnert Park, a California general law city (Rohnert Park).

RECITALS

WHEREAS, the Sonoma-Marin Area Rail Transit District (“SMART”) is nearing completion of its railway improvements in Marin and Sonoma Counties and the testing along the railway corridor over which it exercises control in those two Counties.

WHEREAS, SMART’s railroad right of way passes through Sonoma County, and the Cities of Cotati and Rohnert Park. The County, Cotati, and Rohnert Park (collectively the Parties) each desire to establish a quiet zone (as defined in 49 C.F.R. Part 222) in all or a portion of the area within their respective jurisdictions as identified on Exhibit “A” hereto.

WHEREAS, 49 C.F.R. §222.37(a) authorizes a single public entity (“Lead Authority”) to establish a single quiet zone that includes crossings located within its own jurisdictional boundaries and also qualified crossings located in adjacent and other public authorities’ jurisdictions, and the County has agreed to act and serve as the Lead Authority for that purpose in establishing the single quiet zone under the terms and conditions set forth in this Agreement. The Federal Railroad Administration sees the role of a Lead Authority as one performing only administrative responsibilities. A public entity that takes on the duties of a Lead Authority under these circumstances does not thereby assume responsibility for liabilities arising out of the operation of crossings covered by a quiet zone but located in another jurisdiction.

WHEREAS, the County has initiated the procedures to establish a new quiet zone covering the area identified on Exhibit “A” hereto by providing a written Notice of Intent to establish a quiet zone pursuant to 49 C.F.R. § 222.43.

WHEREAS, Cotati and Rohnert Park are agreeable to and desire that County act as the Lead Authority in establishing the quiet zone covering the area depicted on Exhibit “A” (the Joint Quiet Zone) and delegate to County the authority to establish the Joint Quiet Zone to the extent that Joint Quiet Zone includes crossings located within the respective jurisdictional boundaries of Cotati and Rohnert Park under the terms and conditions set forth in this Agreement.

Now therefore, the parties agree as follows:

AGREEMENT

1. County agrees to act as Lead Authority and take all those steps prescribed in 49 C.F.R. Part 222 necessary to establish the Joint Quiet Zone.
2. Cotati and Rohnert Park consent to County acting as the Lead Authority and, to the extent that the Joint Quiet Zone includes crossings within the jurisdictional boundaries of Cotati or Rohnert Park and pursuant to 49 C.F.R. §222.37(a), delegate to County the authority to establish the Joint Quiet Zone.
3. Notwithstanding County's agreement to act as Lead Authority for the purposes described herein, County shall not be responsible for and shall not be deemed to assume any responsibility for any liabilities arising out of the maintenance, upgrade, operation, and/or repair of any of the crossings included within the Joint Quiet Zone and located in the jurisdiction of Rohnert Park or Cotati. Notwithstanding Rohnert Park's delegation to County of the authority to initiate and prosecute to completion the procedural steps necessary to establish the Joint Quiet Zone, Rohnert Park shall not be responsible for nor be deemed to assume any responsibility for any liabilities arising out of the maintenance, upgrade, operation, and/or repair of any of the crossings included within the Joint Quiet Zone but located outside its jurisdictional boundary. Further, notwithstanding Cotati's delegation to County of the authority to initiate and prosecute to completion the procedural steps necessary to establish the Joint Quiet Zone, Cotati shall not be responsible for nor be deemed to assume any responsibility for any liabilities arising out of the maintenance, upgrade, operation, and/or repair of any of the crossings included within the Joint Quiet Zone but located outside its jurisdictional boundary.
4. By their signatures hereto, Rohnert Park and Cotati affirm that the Notice of Intent to establish quiet zone filed by County on March 14, 2017 to establish the Joint Quiet Zone is subject to this Agreement and submitted on behalf of all parties hereto pursuant to 49 C.F.R. §222.37(a).
5. The Parties understand that it may become necessary to revise or rescind and resubmit the Notice of Intent if any changes to the Joint Quiet Zone become necessary or advisable. County shall be authorized to act on behalf of Cotati and Rohnert Park pursuant to 49 C.F.R. §222.37(a) to revise or rescind and resubmit the Notice of Intent upon written consent by each party hereto to the change. By their signatures below, Cotati and Rohnert Park consent to the amendment and resubmission of the Notice of Intent in order to redesignate the area of the Joint Quiet Zone to exclude the portion included in the March 14, 2017 Notice of Intent that is within the jurisdiction of the City of Santa Rosa, per the recommendations of the California Public Utilities Commission in response to the March 14, 2017 Notice of Intent.
6. County shall timely prosecute the establishment of the Joint Quiet Zone to a successful conclusion such that the Joint Quiet Zone is established and the routine use of locomotive horns must cease within the meaning of 49 C.F.R. §222.45 within 180 days after the commencement of commercial service upon the SMART line.
7. Each party shall bear their own costs related to the establishment of the Joint Quiet Zone, including all staff and counsel time expended in furtherance thereof, and the costs of any improvements undertaken to prepare any portion of the Joint Quiet Zone area for inclusion therein. In no event shall any party be required by this Agreement to undertake any improvements outside the areas of responsibility as specifically identified on Exhibit "A" hereto, or to fund or reimburse

///

///

any other party hereto for improvements made outside such delineated areas.

IN WITNESS WHEREOF, the parties hereto execute this Agreement on the date(s) indicated below.

COUNTY OF SONOMA:

By: Shirlee Zane, Chair of the Board of Supervisors

Approved as to form for County:

Deputy County Counsel

CITY OF COTATI:

By:

Approved as to form for City of Cotati:

City Attorney

CITY OF ROHNERT PARK:

By:

Approved as to form for City of Rohnert Park:

City Attorney



**Integrated Waste
Road & Bridge Operations
Sonoma County Airport
Sonoma County Transit**

Susan R. Klassen, Director

Deputy Director, Road & Bridge Operations: John McCarthy

Deputy Director, Integrated Waste, Airport, Transit: Johannes J. Hoevertsz

March 14, 2017

Associate Administrator for Safety
Federal Railroad Administration
1200 New Jersey Avenue, SE, MS-25
Washington, DC 20590

Re: Sonoma County Quiet Zone Project Notice of Intent

Dear Associate Administrator:

This letter serves as Notice of Intent for the creation of a New Quiet Zone on the Sonoma Marin Area Rail Transit (SMART) Route between Milepost 0042.20 and 0059.38 within the unincorporated area of Sonoma County, and the cities of Rohnert Park and Cotati. This Notice of Intent is being provided in accordance with the provisions of Title 49 of the Code of Federal Regulations (CFR), Part 222.43(a)(1). The highway grade crossings within the New Quiet Zone are as follows:

1. Ely Road N DOT #498680A
2. Main St/Woodward DOT #498679F
3. Old Adobe Road DOT #498678Y
4. East Railroad Ave DOT #498677S
5. East Cotati Ave DOT #498676K
6. Southwest Blvd DOT #498675D
7. Rohnert Park Expy DOT #498674W
8. Golf Course Drive DOT #498673P
9. Scenic Ave DOT #498671B
10. Todd Road DOT #498670U
11. West Robles DOT #498665X
12. Fulton Road DOT #498570P
13. River Road DOT #498571W
14. Airport Blvd DOT #498572D
15. Aviation Blvd DOT #912093R

In addition to the above public highway grade crossings, the following pedestrian crossing is also within the designated quiet zone area:

1. Ped X-ing DOT #859165Y

The County of Sonoma is creating this New Quiet Zone by Public Authority Designation in accordance with the requirements of 49 CFR 222.39(a)(3). Supplemental Safety Measures are proposed at all crossings in the New Quiet Zone, bringing the Quiet Zone Risk Index to a level below

the Risk Index with Horns. Attached to this Notice of Intent is the signed report and the results sheet generated from the FRA Quiet Zone Calculator as well as updated FRA crossing inventory forms for all the New Quiet Zone crossings. A description of the characteristics of the New Quiet Zone follows:

1. The New Quiet Zone will be in effect on a 24-hour basis. Routine sounding of the locomotive horn should be discontinued on a 24-hour basis once the new Quiet Zone is established.
2. The New Quiet Zone will be in effect at the fifteen highway grade crossings listed above between Milepost 0042.20 and Milepost 0059.38 on the Sonoma Marin Area Railroad Transit Route.
3. All fifteen highway grade crossings and the one pedestrian crossing are provided with flashing lights and gates.
4. Constant Warning Time (CWT) devices are in service at all fifteen highway crossings and the pedestrian crossing within the New Quiet Zone.
5. The Highway grade crossing instrument houses and cases at all fifteen highway grade crossings within the New Quiet Zone currently have power-off indicators installed and working.
6. Pre-existing Supplemental Safety Measures (non-traversable curb medians) are currently installed at the following highway grade crossings within the New Quiet Zone:
 - River Road
7. All fifteen highway grade crossings and pedestrian crossing within the New Quiet Zone will be provided with the appropriate signage (No Train Horn, etc.) as required.
8. The FRA highway grade crossing inventory forms for all fifteen highway grade crossings within the New Quiet Zone have been updated (in red ink) and are attached. The pedestrian crossing updated inventory form is also attached for reference. In addition, the signed report and the Quiet Zone calculator print-out indicating the results for the fifteen highway grade crossings within the New Quiet Zone are attached.
9. A Diagnostic Site Review Meeting was held at each of the eleven highway grade crossings within the New Quiet Zone on October 17, 2016. Appropriate representatives from the Federal Railroad Authority (FRA), Sonoma Marin Areal Rail Transit (SMART), the California Public Utilities Commission (CPUC), the City of Rohnert Park, the City of Cotati, and the County of Sonoma were in attendance. Via this Notice of Intent the County of Sonoma is requesting that SMART and the CPUC provide us with their recommendations stemming from the Diagnostic Site Review Meeting.

NOTIFICATIONS

As required by 49 CFR 222.43 (b)(iv), the name, title and contact information for the person who will act as the point of contact during the New Quiet Zone development process is as follows:

Johannes J. Hoevertsz, P.E
Deputy Director, Sonoma County Department of Transportation and Public Works
2300 County Center Drive, Suite B100
Santa Rosa, CA 95403
Office: (707) 565-3585
Fax: (707) 565-2620
E-mail: johannes.hoevertsz@sonoma-county.org

Also, as required by 49 CFR 222.43 (b)(2)(v), the name and address of each party that will receive a copy of this Notice of Intent and all attachments in accordance with the requirements of 49 CFR 222.43(a)(1) are as follows:

Hard Copy Notification by Certified Mail, Return Receipt Requested

James M. Jordan
Regional Administrator
Federal Railroad Administration - Region 7
801 I Street, Suite 466
Sacramento, CA 95814

Robert C. Lauby, P.E.,
Associate Administrator for Railroad Safety
Federal Railroad Administration
1200 New Jersey Ave, SE
Washington, DC 20590

Mr. David Stewart
Utilities Engineer
California Public Utilities Commission
Railroad Crossings and Engineering Branch
180 Promenade Circle, Suite 115
Sacramento, CA 95834-2939

California Department of Transportation
Division of Rail and Mass Transportation, MS #39
P.O. Box 942874
Sacramento, CA 94274-0001

Mr. Farhad Mansourian
General Manager
Sonoma Marin Area Rail Transit
5401 Old Redwood Highway, Suite 200
Petaluma, CA 94954

Mr. Mitch Stogner
Executive Director
North Coast Railroad Authority
419 Talmage Road, Suite M
Ukiah, CA 95482

Ms. Vanessa Marin, P.E.
Civil Engineer
City of Rohnert Park
130 Avram Avenue, 2nd Floor
Rohnert Park, CA 94928

Anwar Mirza, PE
Civil Engineer
City of Cotati
201 West Sierra Avenue
Cotati, CA 94931

Please direct all correspondence regarding this matter to the undersigned at the address listed above under the Notifications section of this letter. Please provide any comments that you may have within the 60-day comment period prescribed in 49 CFR 222.43 (a)(3)(i). If no comments are to be provided, please provide a written statement indicating that no comments are to be provided in accordance with 49 CFR 222.43 (a)(3)(il)(B). Thank you for your attention to this matter.

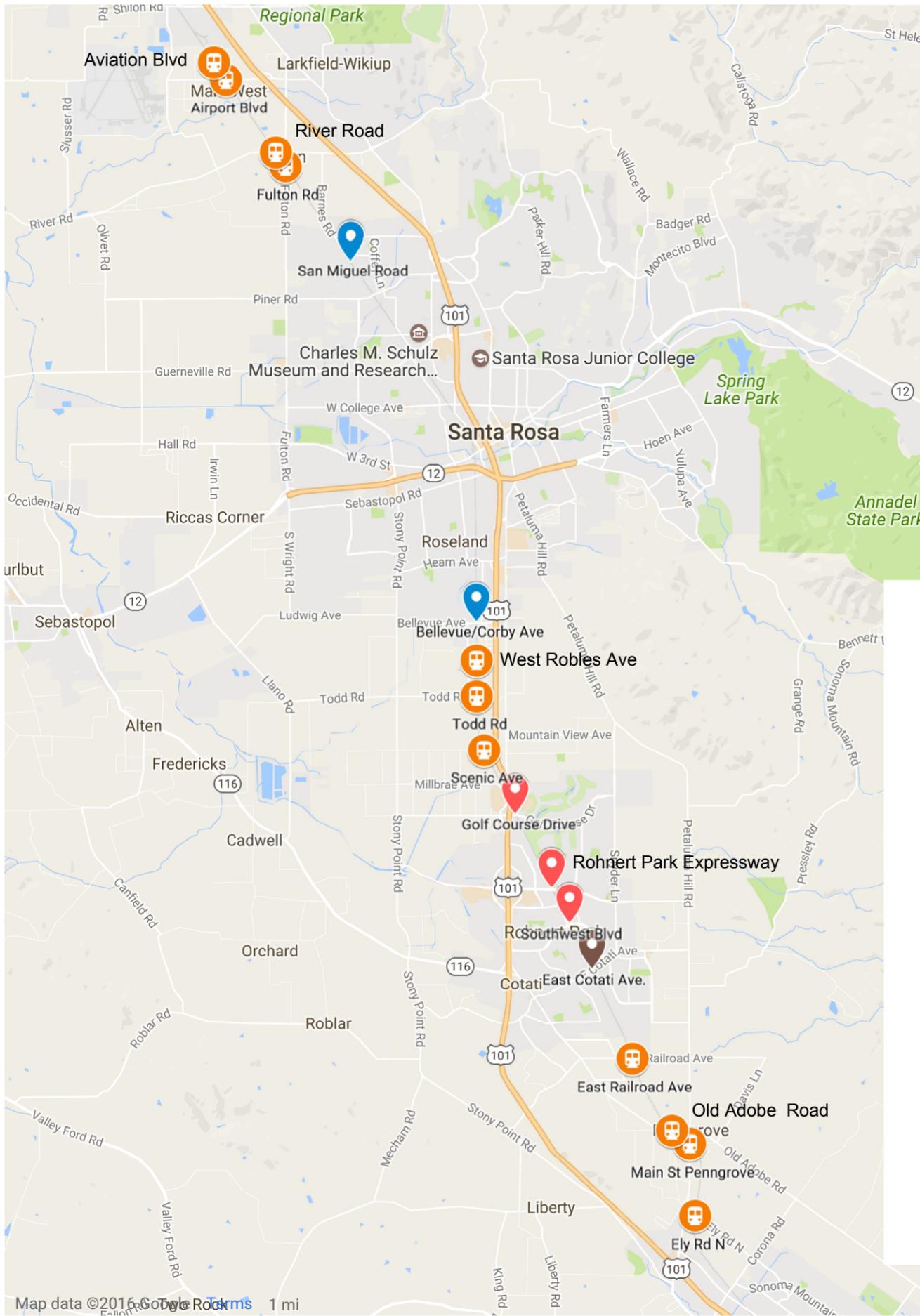


Susan R. Klassen, P.E.
Director of Transportation and Public Works
Sonoma County

Enclosures: Quiet Zone Calculator Results Sheet
Quiet Zone Designation Forms
U.S DOT Crossing Inventory Forms

C:\Users\jhoevert\Documents\SP\SMART\Quiet Zones\NOI\Combined_NOI_Letter.docx

Proposed Combined Quiet Zone Railroad Crossings



Legend

- Orange** pins: Sonoma County crossings
- Brown** pin: City of Cotati crossing
- Red** pins: City of Rohnert Park crossings
- Blue** pins: City of Santa Rosa crossings showing city boundaries only.



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: County of Sonoma Board of Supervisors

Board Agenda Date: May 23, 2017

Vote Requirement: Majority

Department or Agency Name(s): Human Resources

Staff Name and Phone Number:

Tracy Cunha, 565-2821

Supervisorial District(s):

Title: Recognition of the 2016-2017 Junior Commission on Human Rights

Recommended Actions:

Recognize seventeen high school students for their participation on the Junior Commission on Human Rights for the 2016-2017 term.

Executive Summary:

The Junior Commission on Human Rights is a mentorship program that engages high school youth ages 14 to 18 in education and activism around human rights issues within Sonoma County. Additionally, the project provides an opportunity to foster leadership skills by educating their peers and creating ad hoc committees on issues of interest. The students are encouraged to be active participants in their community, engaging with elected officials and human rights organizations, and creating projects that benefit the community. The program also provides a vehicle by which County Supervisors are able to learn about current concerns and issues important to youth, and to advancing human rights in Sonoma County.

Discussion:

The Commission on Human Rights oversees the Junior Commission and students are recruited from high schools and community organizations in all five county districts through an application process. The Junior Commissioner term runs concurrent with the school year from August to May.

The seventeen Junior Commissioners for the 2016-2017 term are:

1st District:

Lucas Andersen, 12th Grade, Montgomery High School
Daksh Chauhan, 12th Grade, Maria Carrillo High School
Dalia Rico-Diaz, 12th Grade, Sonoma Valley High School
Catherine Liang (Chair), 12th Grade, Maria Carrillo High School
Emma Miltenberger, 12th Grade, Montgomery High School
Varun Ramakrishnan, 12th Grade, Maria Carrillo High School

Grace Swarhout, 12th Grade, Montgomery High School
Ashni Verma (Vice Chair), 12th Grade, Montgomery High School

3rd District:

Luz Hernandez, 12th Grade, Elsie Allen High School
Shynie Lu, 12th Grade, Sonoma Academy
Tara Sullivan, 11th Grade, Maria Carrillo High School

4th District:

Jane Dzung Kinsella, 12th Grade, Healdsburg High School
Reiko Mendenhall, 12th Grade, Maria Carrillo High School

5th District:

Alana Cree, 11th Grade, Analy High School
Elena Lev, 12th Grade, Analy High School
Evan Mack, 12th Grade, Piner High School
Bella Nadler, 10th Grade, Analy High School

After being sworn into office by Elizabeth Gore, Chair of the United Nations Foundation's Global Entrepreneurs Council on August 25, 2016, the Junior Commissioners began to discuss human rights issues affecting members of the Sonoma County community. Ad hoc committees were formed to develop goals and objectives for term-long projects to address these issues.

The Junior Commissioners created the following community service projects:

Homelessness Ad hoc:

In an effort to spread awareness around the issues of homelessness in our community, and to bring attention to the need for more housing, this committee held a public Youth Forum on Homelessness, featuring speakers from partner organizations that provide services to the homeless population and bring information of these services to those who need it most. (Organized by Junior Commissioners Andersen, Cree, and Nadler).

Human Trafficking Ad hoc:

This committee of one worked to bring facts, stories, and statistics about human trafficking that exists in our own community into global studies and human interaction classes in area high schools. To address the misconceptions of victims and perpetrators, the Junior Commissioner created a video documentary to generate conversations about what human trafficking looks like, and to motivate other students to take action to end this modern-day form of slavery. (Organized by Junior Commissioner Lu).

Lesbian, Gay, Bisexual, Transgender, Queer+ (LGBTQ) Ad hoc:

The LGBTQ committee performed outreach to school administrators to encourage the establishment of Safe Spaces for LGBTQ+ students in Sonoma County middle schools. The Junior Commissioners provided free Safe Space Program Kits – which include guidelines for schools to assess school climate, policies and practices, and outlines strategies for schools to use in order to advocate for change. (Organized by Junior Commissioners Lev, Miltenberger, and Swarhout).

Poverty & Food Insecurity Ad hoc:

Realizing that 57.8% of Sonoma County households with children under 18 suffer from food insecurity, this committee established a series of 24-hour Fights To End Food Insecurity In Sonoma County. Participants were asked to pledge a dollar amount through an online fundraising portal, and to abstain from eating for 24 hours to truly understand how it feels to struggle with food insecurity. The committee raised over \$1,800.00 which they donated to the Redwood Empire Food Bank (REFB). As a result of this year's efforts, REFB will be able to provide over 3,600 meals to those in need (Organized by Junior Commissioners Chauhan, Liang, and Ramakrishnan).

Racial Equality in Sonoma County Ad hoc:

With a goal of promoting awareness of the racial issues that exist in our community, this committee conducted an anonymous, online, peer-to-peer survey open to all Sonoma County high school students to evaluate racial climate in their schools. The survey was made available in English and Spanish and over 542 responses were received in a two-month period.

The committee will present the data to school districts and school boards in mid-May along with recommendations to improve school climate and racial equality. This committee also manages the Facebook page Real Humans of Sonoma County a source of compelling stories from our diverse community. <https://www.facebook.com/realhumansofsonomacounty/> (Organized by Junior Commissioners Kinsella, Mack, Mendenhall, Rico-Diaz, and Sullivan).

These Junior Commission on Human Rights accomplishments are listed on the Commission's website www.sonomacountychr.org.

In addition to creating community service projects, the Junior Commissioners also participate in educational field trips. Before the end of the term, the Junior Commissioners will visit the Rosie the Riveter Museum in Richmond, and hear a lecture by Betty Soskin, the oldest living National Park Ranger on the African American experience and segregation during World War II. The Junior Commissioners will also visit the office of the Human Rights Watch in San Francisco and learn about international human rights efforts.

RECOMMENDATION:

Recognize seventeen high school students for their participation on the Junior Commission on Human Rights for the 2016-2017 term.

Prior Board Actions:			
This is the fourth term of the Junior Commission on Human Rights. The Board has recognized participants since 2013, and participants in their sister commission, the Junior Commission on the Status of Women, since 1996.			
Strategic Plan Alignment Goal 4: Civic Services and Engagement			
Recognizing youth working to better their community promotes 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:			
No fiscal impact. Any expenses associated with the Junior Commission on Human Rights are covered by the Commission on Human Rights annual budget of \$12,000.00 The Commission on Human Rights is under the oversight of the Employee and Volunteer Engagement and Recognition Unit.			
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) PowerPoint Presentation
Related Items "On File" with the Clerk of the Board:



**Sonoma County Junior Commission
on Human Rights
2016-2017**

2016-2017 Junior Commissioners



L-R: Bella Nadler, Evan Mack, Emma Miltenberger, Varun Ramakrishnan(Vice Chair), Tara Sullivan, Reiko Mendenhall, Luz Hernandez, Elena Lev, Jane Dzung Kinsella, Daksh Chauhan, Dalia Rico, Lucas Andersen, Catherine Liang(Chair), Grace Swarthout, Alana Cree. Seated: Ashni Verma(Officer-at-Large), Shynie Lu

2016-2017 Junior Commission Theme

What is Human Rights work, really?

❖ Awareness

educate yourself on the issues, understand your challenges and the potential for success.

❖ Advocacy

align your service goals to engage, inspire and meet the needs of those affected by the issues and the greater community

❖ Action

create projects that make an impact and have the potential for growth and development

Be a stone in the road of progress. All contributions matter.

Ad Hoc Committees

❖ Homelessness

❖ Human Trafficking

❖ LGBTQ+ Rights

❖ Poverty and Food Insecurity

❖ Racial Equality and Justice

Homelessness

Junior Commissioners Andersen, Cree, Hernandez, Nadler

- Produced Youth Forum on Homelessness March 29th 2017 at Chops Teen Club
- Created and distributed a press release.
- Over 60 attendees + inspired donation drive at Analy HS



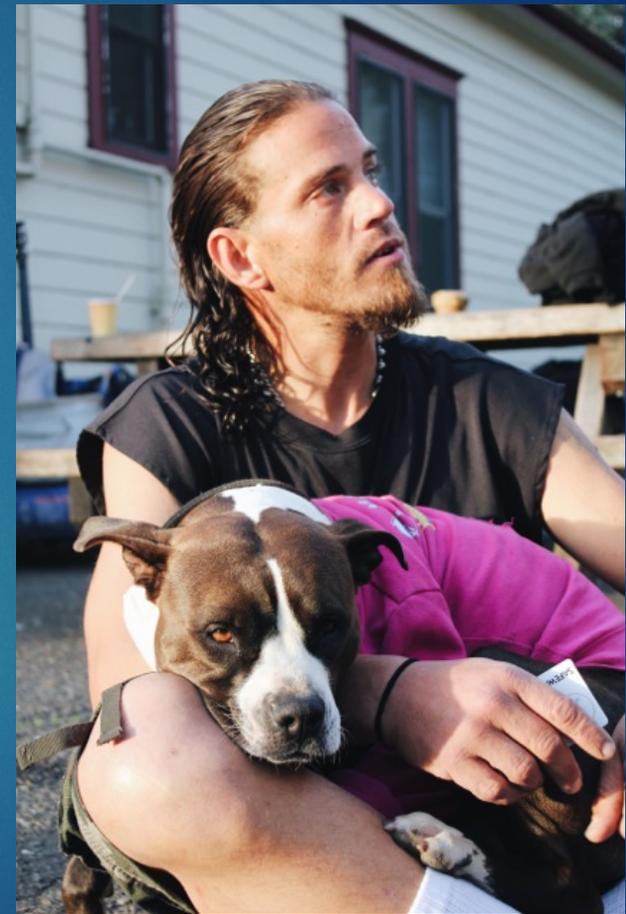
Featured Speakers:

Adrienne Lauby, Homeless Action! - Akash Kalia, Palms Inn
Caitlin Childs, Social Advocates for Youth – Jennilynn Holmes, Catholic Charities
George Malachowski, Sonoma County Human Services Department

Unheard Voices

portraits of Sonoma County's unhoused residents

Photographs by Nori Rasmussen, ArtQuest



With participation from Catholic Charities and The Living Room

Human Trafficking

Junior Commissioner Lu



**“Strong Survival”
Human Trafficking in Sonoma County**

Director: Shynie Lu

Director of Photography/Editor: Steven Gu

Production Assistant: Benjamin Staub

Interviews:

**Maya, Sonoma County Human Trafficking Survivor
Caitlin Quinn, Verity**

**Sergeant Justice, Rohnert Park Police Department
Detective Douglas, Human Trafficking Task Force**

- **Screening May 23rd at the monthly CHR meeting**
- **At least 8-10 schools have committed to sharing it with students**
- **Online release and planned outreach to Documentary film festivals**



LGBTQ+ Rights

Junior Commissioners Lev, Miltenberger, Swarthout

- Contacted all Sonoma County Middle School Principals
- Distributed Safe Space materials
- Presented to Santa Rosa Middle school Staff

LGBTQ+ Safe Space Project

Junior Commission on
Human Rights

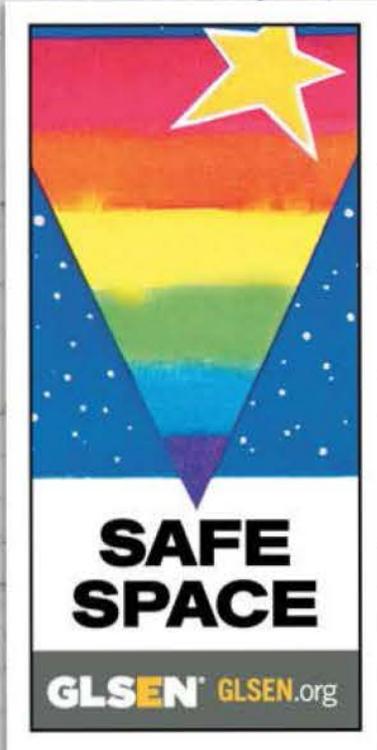
- 85% of LGBTQ (Lesbian, Gay, Bisexual, Transgender, Queer) students from ages 11-19 have experienced verbal harassment at school.
- Over a third of LGBTQ students have missed school at least once in the prior month due to feeling unsafe and unsupported.
- The frequency of intervention by school staff when witnessing homophobic remarks had decreased between 2013 and 2015.

Source of Statistics: [GLSEN 2015 National School Climate Survey](#)

Creating Safe Spaces

- Educate your students on bullying and how harmful it is. This can help circumvent the need for safe spaces in the first place.
- Put up anti-bullying and harassment signs, especially in target areas like cafeterias and locker rooms.
- Establish classrooms that stay open at breaks and lunches for students that want a safe space outside of class. This is ideal if the teacher spends their breaks in the classroom anyway. Open classrooms can shift so one teacher isn't solely responsible all the time.





By displaying the stickers, I am making it clear that students can feel open to be themselves around me, and can seek support and advocacy from my position at school.

School psychologist, Idaho

After I posted the posters and stickers, my students started to ask me about it. It also made a statement to them that my classroom promotes respect.

Middle school teacher, California

It's a powerful visual for students who might feel left out to see that sticker on my door and think, OK, there is at least one person who will not judge or turn me away.

School Nurse, New York



Spot it.



Snap it.



Share it.

#SpotTheSticker

Poverty & Food Insecurity

Junior Commissioners Chauhan, Liang, Ramakrishnan



- Developed a web platform to educate and fundraise <https://www.socofoodinsecurityfight.org/>
- Held three 24 Hour Fights to End Food Insecurity in January, February and March
- Advertised in school newspapers
- Created and distributed a press release
- Total raised to date through this project : over \$3000



Racial Justice and Equality

Junior Commissioners Kinsella, Mack, Mendenhall, Rico, Sullivan, Verma

- Responding to the survey results of 10,000 teachers across the country conducted by the Southern Poverty Law Center:
In the first days following the November election, 90% of those noticed an increase in racial discrimination and harassment and a detrimental impact to their school climate.
- Created and conducted anonymous, online, peer-to-peer Racial Climate surveys in English and Spanish based on the Southern Poverty Law Center model
- Outreach to all Sonoma County High School Principals
- Created and distributed a press release
- Close to 600 responses
- Planned submission of full report, data findings and recommendations to principals, school boards and the BOS in May 2017

Participating High Schools

Analy
Cardinal Newman
Carpe Diem
Casa Grande
Credo
El Molino
Headwaters
Healdsburg
Maria Carillo
Montgomery
Orchard View
Petaluma
Piner
Rancho Cotati
San Antonio
Santa Rosa
Sonoma Mountain
Sonoma Valley

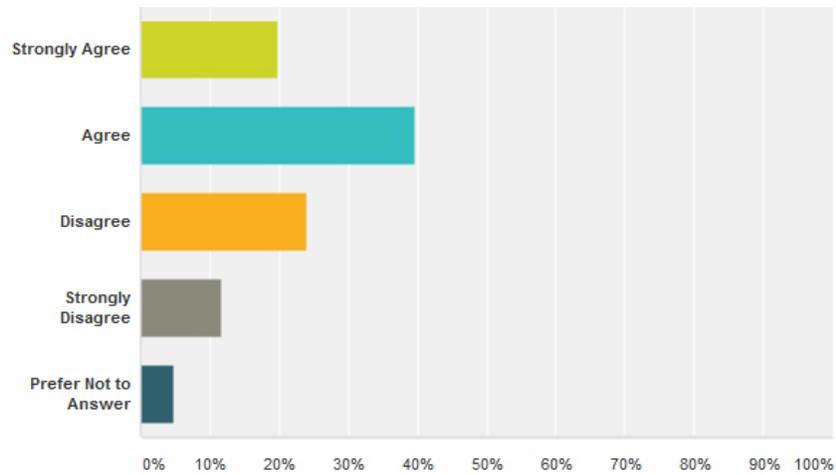
59.5% of those surveyed note issues with verbal discrimination at school.

62.5% of those surveyed feel their administration is proactive.

Q9

I have witnessed/heard of cases of verbal discrimination against racial minorities at my school.

Answered: 529 Skipped: 0

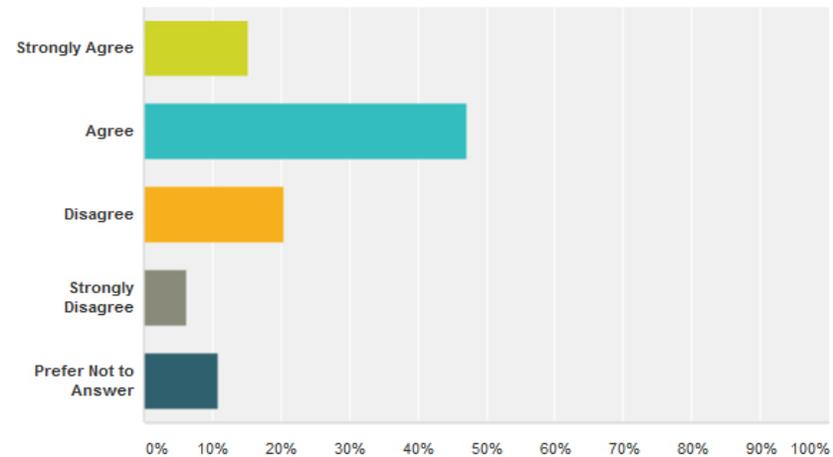


Answer Choices	Responses
Strongly Agree	19.85% 105
Agree	39.70% 210
Disagree	24.01% 127
Strongly Disagree	11.72% 62
Prefer Not to Answer	4.73% 25
Total	529

Q5

I feel that when notified of cases of racial discrimination, my administration has worked proactively to apprehend those at fault.

Answered: 529 Skipped: 0



Answer Choices	Responses
Strongly Agree	15.31% 81
Agree	47.26% 250
Disagree	20.42% 108
Strongly Disagree	6.24% 33
Prefer Not to Answer	10.78% 57
Total	529

Sample Survey Comments

- Some teachers at my school are more responsive than others; it varies from silence to passionate response.
- Certain teachers here are incredibly helpful with fighting discrimination, but some have also definitely made discriminatory remarks.
- A presentation on white pride was allowed to be presented and although it was well-meaning it sparked rage and pain in the majority of my peers.
- In this school, I have been made fun of due to my religion (muslim) and in other schools, people would call me a terrorist, or Osama Bin Laden
- Ever since the election kids have told me to "go back to my country" and two years back one of my sister's had a teacher that started yelling "dirty Mexicans" during class and when she went to admin they told him to watch what he says next time.
- There are always tiny prejudices hidden in normal conversations. While the people I socialize with are very careful not to discriminate, most of the people at this school do discriminate against people of all races, white, African American, Asian, etc.
- My school is very proactive when it comes to discrimination against anyone. I haven't been there that long but I haven't once heard of discrimination of any kind and I'm sure if there was the teachers and administration would handle it in a good way.

This year's activities:

- ❖ Guest speakers:
 - Supervisor James Gore
 - Immigration lawyer and North Bay DREAMers Project founder Christopher Kerosky
 - Amnesty International co-founder David Hinkley
- ❖ Toured Social Advocates for Youth Dream Center
- ❖ Year end field trip to Rosie the Riveter Museum in Richmond and Human Rights Watch in San Francisco
- ❖ Essay:
Human Rights in America through 2020 -- What Now?



Thank you for your support!
We have mentored over 50
high school students since 2013!





County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 39
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors of the County of Sonoma

Board Agenda Date: May 23, 2017

Vote Requirement: Majority

Department or Agency Name(s): County Administrator/Human Resources

Staff Name and Phone Number:

Sheryl Bratton, 707-565-2431
Christina Cramer, 707-565-2988

Supervisorial District(s):

All

Title: Personal Services Agreement – Director of Regional Parks

Recommended Actions:

Authorize the Chair to execute the Personal Services Agreement with Bert Whitaker as the Director of Regional Parks, placing him at the “A” step of the position’s salary range including eligibility for other County benefits in accordance with Salary Resolution 95-0926 as amended, with the agreement term of May 26, 2017 through May 26, 2020.

Executive Summary:

The attached personal services agreement reflects a successful recruitment process and negotiation between Bert Whitaker and the Board of Supervisors regarding the Director position for the County’s Regional Parks Department. The term of the agreement will be three years starting on May 26, 2017. The annual salary range for the Director of Regional Parks is currently \$145,117 to \$176,383 and per negotiations Mr. Whitaker will be appointed at the starting salary. Mr. Whitaker will also be eligible for benefits in accordance with the personal services agreement and Salary Resolution 95-0926.

Discussion:

The Regional Parks Department has approximately 200 employees and a budget of \$26 million. Due to the resignation of current Director, Caryl Hart, the County’s Human Resources Department conducted an extensive recruitment search for a new Director. After a thorough recruitment marketing period, twenty-two applications were received, nine of which were invited to an interview process. The interview process consisted of interviews with two sets of interview panels consisting of park and recreation management subject matter experts, County department directors, and community members and leaders of organizations who work closely with the Regional Parks Department. The County Board of Supervisors interviewed finalists following the panel interviews.

Bert Whitaker was selected due to his extensive experience in public administration and parks and recreation management. Mr. Whitaker joined Regional Parks as a lifeguard in 1995 and ran the department’s aquatics program from 1999 to 2007. His experience also includes administering a large

outdoor education program in Washington and operating an industrial waste consulting business in the Pacific Northwest. He re-joined Regional Parks in 2009 and has been successfully leading Regional Parks operations and maintenance division.

The personal services agreement places Mr. Whitaker at the entry level, or “A” step, of the salary range for the Director of Regional Parks, which is currently \$145,117 annually. The agreement enables Mr. Whitaker to receive other County benefits such as sick and vacation accruals, and health and welfare benefits per the County’s Salary Resolution 95-0926. The agreement is a three-year term commencing on May 26, 2017.

Prior Board Actions:

N/A

Strategic Plan Alignment Goal 4: Civic Services and Engagement

The Director of Regional Parks ensure the effective management of the County’s current portfolio of 56 parks, beaches, campgrounds, and trails encompassing 12,000 acres.

Fiscal Summary

Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses	\$145,117	\$145,117	
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 salary and benefit costs for the Director of Regional Parks is included in the department’s current and ongoing budget. There are no additional FY 16-17 costs for appointing a successive Director.

Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Not applicable			
Attachments:			
Whitaker Personal Services Agreement – Director of Regional Parks			
Related Items “On File” with the Clerk of the Board:			
None.			

AGREEMENT FOR PERSONAL SERVICES

DIRECTOR OF REGIONAL PARKS DEPARTMENT

This Agreement is made this 23rd day of May 2017 by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "COUNTY") and Bert Whitaker (hereinafter called "EMPLOYEE").

WITNESSETH:

WHEREAS, COUNTY and EMPLOYEE are desirous of entering into a personal services agreement for the position of Director of Regional Parks;

WHEREAS, EMPLOYEE acknowledges that by accepting the position of Director of Regional Parks, he will be an at-will employee, and that, as such, his position will be in the unclassified service under the Sonoma County Civil Service System.

NOW, THEREFORE, BE IT AGREED by and between the parties as follows:

1. Term of Employment. COUNTY hereby employs EMPLOYEE in the position of Director of Regional Parks Department for a period of three (3) years, commencing on May 26, 2017, and ending on May 26, 2020, subject, however, to termination as herein provided.

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

3. Compensation.

(a) EMPLOYEE's salary shall be set at the "A" step of the salary range for the position of Director of Regional Parks Department as set forth in the Sonoma County Salary Resolution 95-0926 ("Salary Resolution"). Any provisions of the Salary Resolution regarding merit increases or step advancements, including Sections 7.18 and 7.19, are not applicable or made part of this Agreement. EMPLOYEE may advance in the salary range at the Board's discretion, and if the Board determines that EMPLOYEE is eligible for advancement based upon annual performance evaluations.

(b) Except as herein provided, EMPLOYEE shall be entitled to the same fringe benefits generally available to COUNTY department heads, as specified in the Salary Resolution.

4. Performance review.

The Board of Supervisors shall review EMPLOYEE's performance on an annual basis. If the Board provides EMPLOYEE with a satisfactory or better performance evaluation, EMPLOYEE may be eligible to advance in the salary range pursuant to Section 3. (a) of this agreement.

5. Expiration and Non-renewal. At the expiration of the term of this Agreement, EMPLOYEE's employment shall automatically terminate, unless otherwise mutually extended by the parties.

6. Termination. EMPLOYEE shall serve at the will and pleasure of the COUNTY Board of Supervisors and may be terminated at the will of the Board with or without cause as set forth herein. EMPLOYEE expressly waives and disclaims any right to any pre-termination or post termination notice and hearing.

(a) Termination without cause:

Severance. Termination of EMPLOYEE's employment without cause may be effected by the COUNTY giving sixty (60) days' prior written notice to EMPLOYEE. Upon such termination, EMPLOYEE shall be entitled to additional salary, and any other compensation allowed under the County of Sonoma Salary Resolution, equal to that which would accrue during ninety (90) calendar days following termination and to be computed by the COUNTY Auditor-Controller at the rate applicable on the day of termination plus the cash equivalent of all accumulated vacation as of the day of termination. In addition to the foregoing, EMPLOYEE shall also be entitled to be compensated for any floating holiday balance or any other compensation or benefits as allowed by the Sonoma County Salary Resolution, as it may be amended from time to time. EMPLOYEE's health benefits and the COUNTY's portion of the premium contribution shall continue to remain in effect for a period of ninety (90) calendar days from date of termination. EMPLOYEE's acceptance of said severance pay shall constitute a final settlement and satisfaction of all claims of EMPLOYEE against the COUNTY arising out of his employment.

(b) Termination with cause:

COUNTY may terminate EMPLOYEE's employment for just cause at any time by giving notice of employment discrepancies and an opportunity to respond to such discrepancies prior to termination. Notice is accomplished by COUNTY depositing a written notice in the United States mail that is addressed to EMPLOYEE at EMPLOYEE's last known address. After termination for just cause has been affected, EMPLOYEE shall have no further rights under this Agreement or to continued employment with the COUNTY. Just cause shall be related to and limited to those matters of local concern to the Board of Supervisors. Just cause includes those grounds set forth in the Sonoma County Civil Service Rules, Rule 10.3 and may include, but is not limited to, unauthorized absence, conviction of a felony or of any criminal act involving moral turpitude; hostile and discourteous treatment of employees; mismanagement of County funds; conduct which brings discredit to the County; disorderly conduct; incapacity due to

mental or physical disability to the extent permitted by law; willful concealment or misrepresentation of material facts in applying for or securing employment; willful disregard of a lawful order from a duly constituted authority; willful disregard of a County or departmental policy and/or laws regarding the confidentiality of records; using, being in possession of, or being under the influence of alcohol, narcotics, intoxicants, drugs, or hallucinatory agents while on County property or in vehicles during working hours or reporting to work under such conditions, or abuse of alcohol or drugs while in County uniform (possession and proper use of drugs prescribed by a licensed physician and appropriate possession of unopened alcoholic beverages are not prohibited by this section); negligence or willful damage to public property or waste or theft of public supplies or equipment; refusal to comply with a proper directive to undergo a medical examination as issued by an appointing authority; falsification of any records, such as medical forms, time cards or employment applications, or making material dishonest work-related statement to other employees at work or committing perjury; unauthorized use of County vehicles and equipment; conviction of driving under the influence, reckless driving, or hit-and-run driving whether on or off the job, in a County vehicle; unauthorized possession of weapons or explosives on County premises; willful carelessness or violation of safety rules and regulations which jeopardize the safety of others and/or which could result in bodily injury to others or damage to County property; and sexual harassment of or unlawful discrimination against another employee or applicant for employment. Any other just cause not set forth above, must be of similar egregious conduct.

(c) Statement of Reasons for Termination.

The COUNTY and EMPLOYEE will, within a reasonable period of time, not to exceed 10 working days, attempt to agree on a mutually acceptable statement as to the reasons for termination. If the parties cannot mutually agree to an acceptable statement of the reasons for termination within the time period set forth above, the Board of Supervisors may, in its sole discretion, publish its reasons for termination. In such event, publication shall consist of filing the reasons with the Clerk of the Board. A copy of the statement shall be made for EMPLOYEE and kept for him in the office of the Board's Clerk. Within ninety (90) days following the announcement of termination, EMPLOYEE may present a written response to the Chair of the Board of Supervisors which will be maintained as a public record. The parties agree that other than as provided above, they will not make any other public statement concerning EMPLOYEE's termination.

(d) Administrative Leave.

Upon receiving a specific complaint or charge brought against EMPLOYEE by another person or employee, the Chair of the Board of Supervisors may place EMPLOYEE on administrative leave when, in the sole opinion of the Chair of the Board of Supervisors, EMPLOYEE's temporary removal from office would be in the best interests of COUNTY. The administrative leave will commence on the Chair of the Board of Supervisors' delivery to EMPLOYEE's office of a written notice to that effect. Upon the delivery of the notice to EMPLOYEE's office, performance of EMPLOYEE's job duties under this Agreement are suspended but all other provisions of this Agreement shall remain in full force and effect. COUNTY and EMPLOYEE agree that COUNTY will incur damages, if, during the period of

administrative leave, EMPLOYEE performs or attempts to perform any of the duties provided in paragraph 2, or in any other way interferes with the administration or operation of the Regional Parks Department. COUNTY and EMPLOYEE agree that the measurement of these damages would be difficult and speculative and accordingly further agree that if EMPLOYEE performs or attempts to perform any of the duties provided in job specification for the position of Director of Regional Parks Department, or in any other way interferes with the administration or operation of the Department that COUNTY's duties to compensate EMPLOYEE under the Agreement are discharged for each day during which EMPLOYEE engages in such non-cooperation and/or interference. The administrative leave and the suspension of job duties shall terminate on the Chair's delivery to EMPLOYEE's office of a written notice to that effect.

7. Resignation by Employee.

(a) EMPLOYEE may terminate his employment at any time by delivering to the Board of Supervisors his written resignation. Such resignation shall be irrevocable and shall be effective not earlier than sixty (60) calendar days following delivery, unless waived by the Board of Supervisors. With the approval of the Board of Supervisors, a resignation may be rescinded at any time prior to the effective date of the resignation. At the request of the Board of Supervisors or with its approval, the originally scheduled date of retirement may be extended for any agreed upon period of time.

(b) From the date upon which EMPLOYEE either resigns or is notified of the COUNTY's intention to terminate the Agreement until the actual date upon which the resignation, termination or expiration becomes effective, EMPLOYEE shall continue to devote his full time attention and effort to the duties anticipated hereunder and shall perform the same in a professional and competent manner. If requested, EMPLOYEE shall assist COUNTY in orienting EMPLOYEE's replacement and shall perform such tasks as are necessary to effect a smooth transition in the leadership of the COUNTY. These tasks may also include providing information or testimony regarding matters which arose during EMPLOYEE's term as Director of Regional Parks Department.

(c) EMPLOYEE acknowledges, understands and warrants that EMPLOYEE shall have no further right or claim to employment after the expiration of the term of this Agreement. Except as provided herein, no other document, handbook, policy, resolution or oral or written representation shall be effective or construed to be effective to extend the term hereof or otherwise grant EMPLOYEE any right or claim to continued employment with COUNTY.

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

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

Such act or omission shall constitute sufficient grounds for EMPLOYEE's termination with cause pursuant to this Agreement.

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

11. No Representations or Warranties on Tax or Retirement Issues. EMPLOYEE acknowledges and agrees that the COUNTY has not made any representations or warranties regarding tax consequences or retirement compensation pertaining to his salary and benefits. EMPLOYEE further acknowledges and agrees that the Sonoma County Employees' Retirement Association ("SCERA") makes the final determination on what is deemed "final compensation" for purposes of calculating retirement benefits.

12. Conflict of Interest. EMPLOYEE covenants that he presently has no interest and will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of his duties required under this Agreement. EMPLOYEE shall comply with all state and local conflict of interest laws or policies, including, but not limited to, Government Code section 1090, the Political Reform Act and requirements promulgated by the Fair Political Practices Committee, the County's policies on incompatible offices and conflicts of interest, and any Departmental policies on conflicts of interest. EMPLOYEE shall also complete and file a "Statement of Economic Interest" with the County, disclosing EMPLOYEE's financial interests, as required by the County's Conflict of Interest Code.

ATTEST:

COUNTY OF SONOMA

Clerk of the Board

By _____
Chair, Board of Supervisors

EMPLOYEE

Bert Whitaker

EXHIBIT A to Personal Services Agreement with Bert Whitaker

(Director of Regional Parks Department)

County of Sonoma
CAT NO. 1 JGRP NO. VI

1270
Established: 9/66
Revised: 9/75; 2/81

DIRECTOR OF REGIONAL PARKS

Definition

Under general policy direction of the Board of Supervisors, plans, organizes and directs the location, acquisition development, maintenance and operation of county regional parks; directs the scheduling and conducting of events and maintenance of public assembly facilities; and performs related duties as required.

Distinguishing Characteristics

This single position class serves as the department head for the Department of Regional Parks. The incumbent is responsible for the overall administrative management of departmental personnel, financial administration, program activities, and procedural and policy issues as they relate to the operation of parks and public assembly facilities. Work is performed with a maximum amount of independence with- in established policies and procedures set forth by the Board of Supervisors, the county administration and other relevant laws, ordinances and regulations.

Typical Duties

Advises the Board of Supervisors on all policy and administrative matters pertaining to the Department of Regional Parks, such as programs of park location, land acquisition, development, maintenance and operation and public assembly facility development; determines availability of possible park location and recommends to the Board of Supervisors the most effective methods of financing land acquisition and development.

Determines ongoing physical and financial needs for park areas and facilities, and develops plans and programs to meet those needs; prepares detailed graphic and written plans, exhibits, descriptions and other materials to portray and explain specific phases of Regional Park and public assembly facility programs.

Develops standards and policies for land acquisition and operation of park areas and programs; negotiates and administers contracts for development and operation of park facilities, services and concessions.

Plans, organizes and initiates applications for federal, state and/or private agency grant-in-aid funds.

Directs the construction, maintenance and operation of park areas and facilities; consults with other county departments and public agencies concerning park planning, development and operation, coordination of programs, joint use of property, and the design and construction of facilities.

Plans and directs the selection, training, supervision, and evaluation of employees. Participates as a member of various committees independently and/or when requested by the Board of Supervisors.

Confers and advises with citizen groups, advisory bodies and others concerned with departmental programs and activities; represents the County and speaks before public bodies, groups, organizations and the public on matters pertaining to regional park programs and activities.

Knowledge And Ability

Extensive knowledge of: the principles of regional park and recreational land use location, acquisition, planning, design, development, maintenance and operation, and custodial care and general maintenance of public assembly facilities; park management practices, natural resources and park facilities necessary for the location, acquisition, development, maintenance and operation of park areas; federal and state laws and regulations relating to local parks and public assembly facilities.

Considerable knowledge of: modern personnel and financial administration, and management practices and procedures required to effectively plan, organize and direct a regional park department, including public assembly facilities.

Working knowledge of: public purchasing and requisition practices and procedures.

Ability to: plan and direct the acquisition, development, maintenance and operation of park areas; plan, direct and coordinate the work of personnel engaged in park planning, design, maintenance and operations, and custodial care and operational management of public assembly facilities; deal tactfully, convincingly and effectively with department personnel, government officials, representatives of specific interest groups, and the general public; develop and update departmental rules, regulations and policies; read and interpret construction and design drawings; effectively assemble, organize and present in written and/or oral forms, reports containing alternative solutions and recommendations regarding specific resources, plans and policies.

Minimum Qualifications

Education: Recent academic course work which directly relates to the knowledge and abilities listed. Normally, these courses would include planning, public administration, park management, forestry and/or natural resources.

Experience: Extensive professional administrative experience which would provide an opportunity to acquire the knowledge and abilities listed. Normally, five years of professional experience directing park and public assembly facilities and activities, including two years in an administrative or supervisory capacity would provide such opportunity.

License: Possession of a valid driver's license at the appropriate level including special endorsements, as required by the State of California, may be required depending upon assignment to perform the essential job functions of the position.



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: Clerk of the Board

Board Agenda Date: May 23, 2017

Vote Requirement: Informational Only

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

Staff Name and Phone Number:

Jane Riley, 565-7388

Supervisorial District(s):

All

Title: General Plan Annual Progress Report

Recommended Actions:

Receive the information and accept the 2016 General Plan Annual Progress Report ("Annual Report")

Executive Summary:

State law mandates the County provide a General Plan progress report to the State, Board of Supervisors, and Planning Agency every year. This report includes the number of housing units constructed and an update on all 166 programs that implement General Plan policies.

Discussion:

Staff has prepared this Annual Report to update the Board of Supervisors on the status of implementing programs contained within the Sonoma County General Plan and to comply with State Law. California Government Code Section 65400(b)(1) mandates the County to prepare and transmit this report to the Board of Supervisors, State Department of Housing and Community Development, State Office of Planning and Research, and the Planning Agency by April 1 each year. Staff transmitted the report to the two State agencies in February and the Planning Agency at the end of March.

The Report is required to contain certain housing information, including the County's progress in meeting its share of regional housing need and local efforts to remove governmental constraints to the development of housing.

2016 Construction and Permitting Activity

The number of building permits issued for residential construction in 2016 increased significantly from 2015. During 2016, building permits were issued for 344 residential units, of which 190 (55 percent) were for affordable units, including 63 for extremely low income households, 51 for very low income disabled households, 21 for low-income households, and 55 for moderate-income households.

Progress in Implementing General Plan Programs

Of the 166 action programs listed in the General Plan, 102 have been completed or are ongoing programs implemented on a continuous basis. Another 31 programs are either partially complete or currently underway. An additional 29 programs have not been started, and a small number of programs are on hold pending availability of funding and staffing resources.

Prior Board Actions:

The Board has regularly accepted the Annual Report in the first quarter of each year.

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	N/A	N/A	N/A
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	N/A	N/A	N/A

Narrative Explanation of Fiscal Impacts:

N/A

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:
2016 General Plan Annual Implementation Progress Report
Related Items "On File" with the Clerk of the Board:
None

2016 General Plan Annual Implementation Progress Report



Permit and Resource Management Department

February 2017

GENERAL PLAN IMPLEMENTATION PROGRESS REPORT

Staff has prepared this Annual Progress Report (Report) to update the Board of Supervisors on the status of implementing the programs contained within the Sonoma County General Plan and to comply with State Law. California Government Code Section 65400(b)(1) mandates that the County Planning Agency prepare and transmit this report to the Governor's Office of Planning and Research (OPR) and the Department of Housing and Community Development (HCD). The Report is required to contain certain housing information, including the County's progress in meeting its share of regional housing need and local efforts to remove governmental constraints to the development of housing.

OVERVIEW

Government Code Section 65300 requires every city and county to prepare and adopt a "comprehensive, long term general plan for the physical development" of the community. On September 23, 2008 the Board adopted the current General Plan (commonly referred to as GP2020) and adopted the current Housing Element on December 2, 2014. The Government Code also requires that these plans include seven mandatory elements: Land Use, Circulation, Noise, Open Space, Conservation, Safety, and Housing. GP 2020 includes these mandatory seven elements and four additional, optional elements: Water Resources, Air Transportation, Agricultural Resources, and Public Facilities and Services. Notably, Sonoma County was the first jurisdiction in California to adopt a Water Resources Element. Each of these elements contains a set of goals, objectives, policies, and programs.

The broad purpose of GP2020 is to "express policies which will guide decisions on future growth, development, and conservation of resources through 2020 in a manner consistent with the goals and quality of life desired by the County's residents." GP2020 provides policy direction to multiple departments and jurisdictions beyond the Permit and Resource Management Department (Permit Sonoma). The attached spreadsheet (Attachment 1) summarizes the implementation efforts of all General Plan programs, including the responsible department and estimated completion date. Below is a list of notable accomplishments completed in 2016.

Overall progress continues with the implementation of General Plan programs. The 2014 Housing Element contains 57 programs, many of which are ongoing or underway. The County has initiated several new programs, but several have not been started because we are at the beginning of the 8 year implementation cycle. Changes in the percent of General Plan programs completed since 2014 are a result of the new Housing Element programs. Of the 166 General Plan programs 102 have been implemented or are ongoing programs implemented on a continuous basis. Another 31 programs are either partially complete or currently underway (see a description of major initiatives underway, below). An additional 29 programs have not been started, and a small number of programs are on hold for a variety of reasons. Attachment 1 provides a detailed description of the General

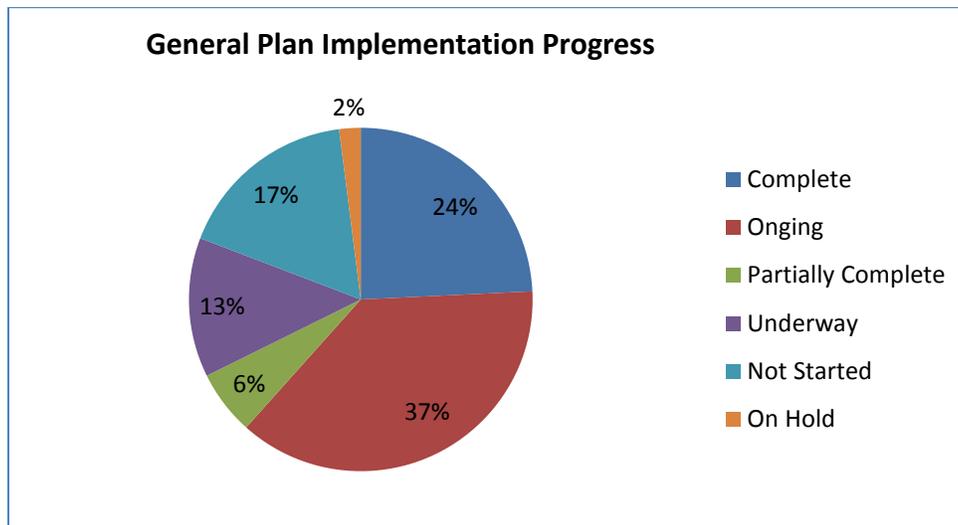
2016 General Plan Implementation Progress Report

Plan Implementation Programs for the following elements: Agricultural Resources, Air Transportation, Circulation and Transit, Land Use, Noise, Open Space and Resource Conservation, Public Facilities and Services, Public Safety, Water Resources, and Housing. Table 1 and Figure 1 provide a summary of implementation progress.

Table 1: General Plan Implementation Progress 2016

Program Status	Total Number	% of Total
Complete	40	24%
Ongoing	62	37%
Partially Complete	10	6%
Underway	21	13%
Not Started	29	17%
On hold	4	2%
Total	166	100%

Figure 1: General Plan Implementation Progress



CURRENT PRIORITY GENERAL PLAN IMPLEMENTATION PROGRAMS

Multiple programs are in the process of being implemented by Permit Sonoma as part of the Comprehensive Planning Work Plan. Permit Sonoma also works collaboratively with other departments such as Transportation and Public Works and Regional Parks to implement General Plan policies and programs. Below is a list of major planning efforts that were completed or underway in 2016.

Development Code Modernization

The Development Code Modernization represents the first major reorganization of the County's Zoning Ordinance since the 1960s and will include new definitions and land

2016 General Plan Implementation Progress Report

use types that reflect contemporary planning. The proposed new format will be consistent with most of the newer code formats used in Santa Rosa, Windsor, and Sonoma, which will make the code more familiar and user-friendly to the public. Proposed changes in the development include reformatting the allowable land uses listed in every zoning district into easy-to-read tables; terms and permitting levels; and addition of a new Permits and Procedures Chapter consolidating the various procedures currently listed throughout the Code. Staff intends to produce a public review draft by fall of 2017 and commence the Planning Commission's review.

Local Coastal Plan Update

The Local Coastal Plan is a separate, stand-alone plan for the coastal zone, mandated by the California Coastal Act. The Local Coastal Plan Update is a focused update limited to integrating General Plan 2020 policies and addressing public access; adaption to climate change, particularly sea level rise; biological resources; public safety (geologic, flood hazards, and coastal erosion); and water quality. In 2016 Permit Sonoma staff worked on revising the Preliminary Draft based on comments from the public and Coastal Commission. The Draft Local Coastal Plan is expected to be published in the spring of 2017. Once adopted by the Board of Supervisors, the Local Coastal Plan must be submitted to the Coastal Commission for certification before it becomes effective.

Sea Level Rise Grant

The County was awarded a \$150,000 grant to study and plan for the impacts of sea level rise along the entire Sonoma coast. In 2016 staff completed mapping efforts to identify the location and severity of future inundation, bluff erosion, and habitat vulnerability from sea level rise. Permit Sonoma staff hosted a public workshop in Bodega Bay to present the maps and elicit feedback on possible adaptation strategies. Staff is preparing a Community Adaptation Plan for Bodega Bay and developing sea level rise policies that will be included in the Local Coastal Plan.

Hazard Mitigation Plan Update

County Emergency Management Agency and Permit Sonoma updated the Sonoma County Hazard Mitigation Plan. Staff expects the California Office of Emergency Services to approve this plan in early 2017. The update reports on progress made implementing mitigating actions identified in the current plan. The new Hazard Mitigation Plan evaluates hazards related to climate change and resulting impact to emergency management strategies in the County. The 2016 Sonoma County Hazard Mitigation Plan includes a new five year implementation plan incorporated into the General Plan as policy through Program PS-11.

Unreinforced Masonry Building Ordinance

The County has initiated a multi-phase seismic hazard reduction project. The program builds on lessons learned from the south Napa earthquake, and focuses on retrofit of high

2016 General Plan Implementation Progress Report

occupancy unsafe buildings. Staff is preparing a draft ordinance that would require retrofit of all unreinforced masonry buildings in non-residential uses. The proposed ordinance will implement General Plan Program PS-6. In Phase II of the project, the County will begin inventorying a wider range of hazardous buildings including soft story and under reinforced concrete structures.

Climate Action Plan 2020

In 2013-14 the County was awarded a \$1,000,000 grant from the Strategic Growth Council for climate action planning in collaboration with the nine cities, the Regional Climate Protection Authority (RCPA), and non-profit groups. The countywide Climate Action Plan was adopted by the RCPA as the lead agency in 2016. The CAP was challenged and is currently in litigation. It establishes a framework for greenhouse gas emission reductions and a coordinated framework for the cities and county. County staff continues to work with legal counsel & RCPA on litigation efforts prior to bringing forward for adoption by the Board. Once adopted by the County, development projects that conform to the Climate Action Plan will receive streamlined review of greenhouse gas impacts of individual projects under CEQA.

Sustainable Groundwater Management Act

The County and the Water Agency are currently collaborating to address provisions of the Sustainable Groundwater Management Act (2014) that calls for formation of one or more Groundwater Sustainability Agencies (GSA), development of Sustainable Groundwater Management Plans, and managing medium and high priority groundwater basins in a sustainable manner by 2022. The County has jurisdiction in three medium priority basins: Sonoma Creek, Petaluma River, and the Santa Rosa Plain. The County anticipates participation in each of the three basin GSA that will be formed by the State deadline of June 30, 2017. The new law requires coordination between Groundwater Sustainability Plans and the General Plan. Moving forward, the County must review land use assumptions and other General Plan policies to ensure consistency with future Groundwater Sustainability Plans.

The General Plan Water Resources Element includes a program to monitor groundwater, identify special study areas (high priority areas), and evaluate impacts to groundwater from existing pumping and future growth. These programs will be reviewed and integrated into the County's Sustainable Groundwater Management Program.

Springs Specific Plan

The County was awarded a grant from the Metropolitan Transportation Commission to develop an area plan for the Springs community. This plan will guide development and gradually shape the Springs into a more vibrant and sustainable pedestrian-oriented community. The Springs Specific Plan will implement many transit and circulation policies of the General Plan and will also include community design features to promote

2016 General Plan Implementation Progress Report

healthy living in the communities of Boyes Hot Springs and Agua Caliente. The County is committed to engaging the community in the development of the Specific Plan and, therefore, initiated this planning effort by forming a Community Advisory Team (CAT). The CAT serves as a liaison to area residents, businesses, and organizations and provides input on the plan.

Three community workshops were held during the first half of 2016 to receive comments from the public. Background reports were prepared and three alternatives were drafted and are being reviewed. The alternatives and draft document will be reviewed by the public, CAT, and Technical Advisory Team in 2017. A preferred alternative will be identified and the CEQA review process will be initiated.

Airport Area Specific Plan

The County was awarded a grant from the Sonoma County Transportation Authority to update the Airport Area Specific Plan, including a Station Area Plan for the new Sonoma Marin Area Rail Transit (SMART) station. The goal of this effort is to transform the car-centric land use model into a transit-oriented employment center with the new SMART station as the central component. The project includes a robust community process to develop the area with a mix of land uses and enhanced multimodal connectivity to promote healthy living and greenhouse gas reduction by encouraging active forms of transportation and increased use of transit. The Specific Plan is scheduled to be adopted in the spring of 2018.

Community Separators

Open Space and Resource Conservation Program 6 calls for expansion of Community Separator lands and renewal of voter protections. The County completed this effort in 2016. In August the Board expanded Community Separator lands to protect a total of 53,867 acres, updated relevant General Plan policies, and placed the voter protection ordinance on the November ballot. This ordinance, called the Community Separators Protection Ordinance (Measure K), passed with 81.1% voter approval. It extends voter protections to Community Separator lands for 20 years.

Cannabis Land Use Ordinance

The Board of Supervisors provided direction in early 2016 to establish a regulatory framework for cannabis operations including cultivation, testing labs, distribution, transportation, manufacturing, and dispensaries consistent with the California Medical Cannabis Regulation and Safety Act (MCRSA). The land use ordinance was adopted December 20, 2016. A health ordinance to regulate dispensaries and manufacturing was adopted December 13, 2016. A special election will be held March 7, 2017 to consider imposing taxes on cannabis businesses to fund essential services such as code enforcement and environmental protection. Permitting will not begin until after the tax passes or another funding source is identified.

Housing Element

Sonoma County has made significant achievements in its efforts to provide housing for all economic segments of the county. Affordable housing production has quadrupled over the last 10 years compared to the previous 10 year period. In the decade from 1992 to 2002 only five projects containing 110 total units were produced. By contrast, in the period between 2003 and 2012 a total of 11 projects, totaling 450 units, were produced.

Current Housing Element Efforts

The 2014 Housing Element includes a number of implementation programs to allow for homeless shelters, permanent supportive housing, and transitional housing. Other programs aim to retain affordable units, assist affordable housing developers, and explore non-traditional housing structures. See Attachment 1 for a complete list of all General Plan Programs, including Housing Element Programs, beginning on page 15.

The 2014 General Plan Housing Element was adopted on December 2, 2014 and has been certified by the State Department of Housing & Community Development (HCD) as meeting all requirements of State law. The planning period covered by the 2014 Housing Element is 2015 to 2023.

Regional Housing Need

The County is required to report certain housing information in accordance with State Housing Element Law (Government Code Sections 65583 and 65584) and the State HCD's guidelines for reporting the County's progress toward meeting its regional housing needs. The Association of Bay Area Governments has adopted a Regional Housing Needs Allocation (RHNA), pursuant to Government Code Section 65584, for all jurisdictions within the County of Sonoma. To provide housing for the projected population growth within the region, Sonoma County's share of the regional housing need was allocated at 936 new housing units for the 8-year period between 2015 and 2023, including 160 units affordable to moderate-income households, 127 units affordable to low income households, and 220 affordable to very-low income households. Of the 220 very-low income households, 50% must be available to extremely low income households. This report includes reporting on extremely low income units.

We are two years into the 2015 – 2023 Housing Element planning period. In 2016, the County issued permits for 344 new housing units, including 63 extremely low income units, 51 very low income units, 21 low income units, 55 moderate-income units, and 154 above-moderate income units. The unmet RHNA need at the end of 2016 was for 29 extremely low income units, 53 very-low income units, 60 low-income units, 61 moderate-income units, and 196 above moderate income units. See Table 2, below.

Table 2: Sonoma County’s Progress in Meeting its Regional Housing Needs 2015-2023 Reporting Period Ending 12/31/2016

Income Group	Regional Housing Need 2015-2023	Permits Issued 2016	County Need Met through 12/31/16	Remaining Need at end of 2016	% of 2015-2023 Regional Housing Need Met
Extremely	110	63	81	29	74%
Very-Low	110	51	57	53	51%
Low	127	21	67	60	53%
Moderate	160	55	99	61	62%
Above Moderate	429	154	233	196	54%
Total	936 units	344 units	537 units	399 units	57%

With 22 percent of the planning period having elapsed, the County has met 57 percent of its overall Regional Housing Need Allocation. Of the housing unit permits issued during this planning period, 39 percent were affordable to low, very low, and extremely low income households. This is due to recently granted entitlements for several affordable housing projects.

The County is working collaboratively with the City of Santa Rosa to annex and redevelop the unincorporated community of Roseland. Once the annexation of the Roseland area into the City of Santa Rosa has been completed, RHNA “credit” for the housing projects that lie within that area will be transferred to the City. This transfer will remove 24 extremely low income units, 32 very low income units, and 22 low income units from the progress shown above. Additionally, the County and City have agreed to split the RHNA credits for the 78-unit Crossroads Apartments project due to shared work efforts and funding. This split will remove 26 extremely low income units, 10 very low income units, and 3 low income units.

The RHNA figure is used by the state to determine whether a jurisdiction has zoned adequate land for the development of housing; the actual housing need is much greater than is reflected in the RHNA. While the RHNA is an important figure from a regulatory perspective, it does not reflect the actual need for affordable housing within our communities. For this reason, in addition to the RHNA objective the County maintains Quantified Objectives for non-RHNA housing types that serve the most vulnerable populations. For the current planning period, the Quantified Objective for non-RHNA housing includes 47 Single Room Occupancy units. In February of 2016 the Palms Inn opened, providing 104 SRO units to extremely low income households. Sonoma County will continue to facilitate the development of SRO facilities and other non-traditional types of housing to meet the needs of our special needs and homeless populations.

2016 Construction and Permitting Activity

The number of permits issued for residential construction was up significantly in 2016, with the County issuing 192 permits for 344 residential units. Units affordable to low and moderate-income households comprised more than half (55 percent) of the permitting activity during 2016.

The County's Affordable Housing Program requires all new development to contribute to affordable housing, and incentivizes the construction of second dwelling units to meet the affordable housing contribution requirement for individual single family dwellings. Because of their limited size, second dwelling units are considered affordable; a survey conducted during 2006 and updated during 2013 established the average level of affordability at "moderate" for newer detached units and at "lower" for older units and attached units. In 2016 the County issued 53 permits for second dwelling units, including 49 detached units, one attached unit, and four manufactured homes.

Building HOMES Toolbox

The newly adopted Housing Element calls for a diverse housing stock that provides housing for all income levels. The County has undertaken planning to end homelessness that includes evaluation of alternative housing types, such as community supportive housing, small mobile units, and temporary housing. These initiatives, called the Building HOMES Toolbox, were adopted by the Board in 2015 and implement several policies of the 2014 Housing Element. In 2016 Permit Sonoma and Community Development Commission staff initiated a tiny homes pilot project, hosted a Homeless Summit resulting in topic-specific committees, and performed substantial work on Accessory and Junior Unit regulations to implement the Toolbox.

Accessory and Junior Units

The County started to update the accessory dwelling unit (formerly second unit) ordinance in compliance with SB 1069 and AB 2299. Notable changes include reduced setbacks, a ministerial approval process, and a prohibition on requiring separate utility connections in certain urban circumstances. The County included Junior Units in this work effort, as allowed by AB 2406, to provide additional small rental units. The Planning Commission considered these regulations in December 2016 and the Board adopted in January 2017. These regulations implement Housing Element policies to provide small rental units and prevent transient occupancy (e.g., vacation rentals) of these units.

Builders of new market-rate housing units of more than 1000 square feet are still required to participate in the County's Affordable Housing Program in one of several ways, including the payment of affordable housing in-lieu fees. Property owners may defer

2016 General Plan Implementation Progress Report

payment of this fee with an agreement to provide and rent an accessory dwelling unit to a low-income household for a 30 year period. Property owners may be released from the 30 year obligation upon payment of a pro-rated Affordable Housing Fee. The County allows the option to opt out by paying an affordable housing fee that is used by the County to fund affordable housing projects.

Vacation Rentals

The County revised its vacation rental ordinance in January 2016 with substantial public input. The ordinance addresses neighborhood compatibility and enforcement concerns while expanding opportunities where compatible with surroundings. Notably, property managers must be certified with the County. The Vacation Rental Exclusion (X) Combining Zone was adopted as part of this action and applied to much of Sonoma Valley where conversion of housing stock has been a major concern. The X Combining Zone may also be applied to other areas of the County where vacation rentals are not appropriate due to lack of housing stock, safety issues, or neighborhood incompatibility.

CONCLUSION

Sonoma County General Plan 2020 continues to provide a broad policy framework for city-centered growth in the County. In 2017 the County will focus on Housing Element programs and completing the Local Coastal Plan update. Substantial progress was made during 2016 to implement many important General Plan 2020 programs. The most notable progress includes updating the Hazard Mitigation Plan, expanding Community Separators and updating related policies, and working on sustainable groundwater management. The 2014 Housing Element and housing programs have been effective in adding housing for all economic segments of the community during 2016.

2016 ANNUAL REPORT

Jane Riley, AICP

Board of Supervisors *May 23, 2017*



GENERAL PLAN ANNUAL REPORT

- **Background**
- **Program Implementation**
- **Housing & Construction**

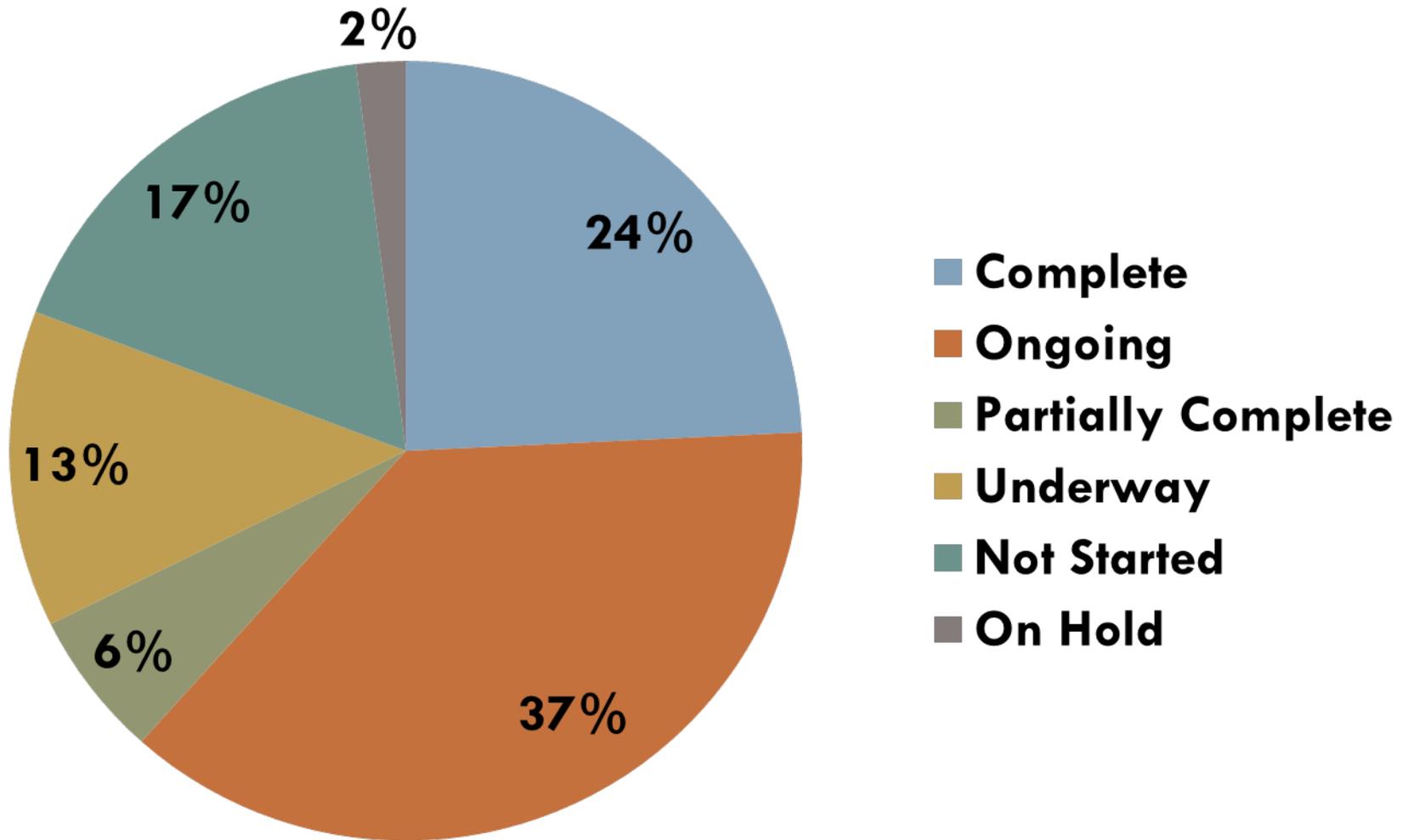


GENERAL PLAN 2020

- ❑ **Adopted by Board in September 2008**
- ❑ **10 elements: 7 mandatory, 3 optional**
- ❑ **166 implementation programs**
- ❑ **Housing Element adopted 2014**
 - ❑ **57 implementation programs**



IMPLEMENTATION PROGRESS



2016 PROGRAMS

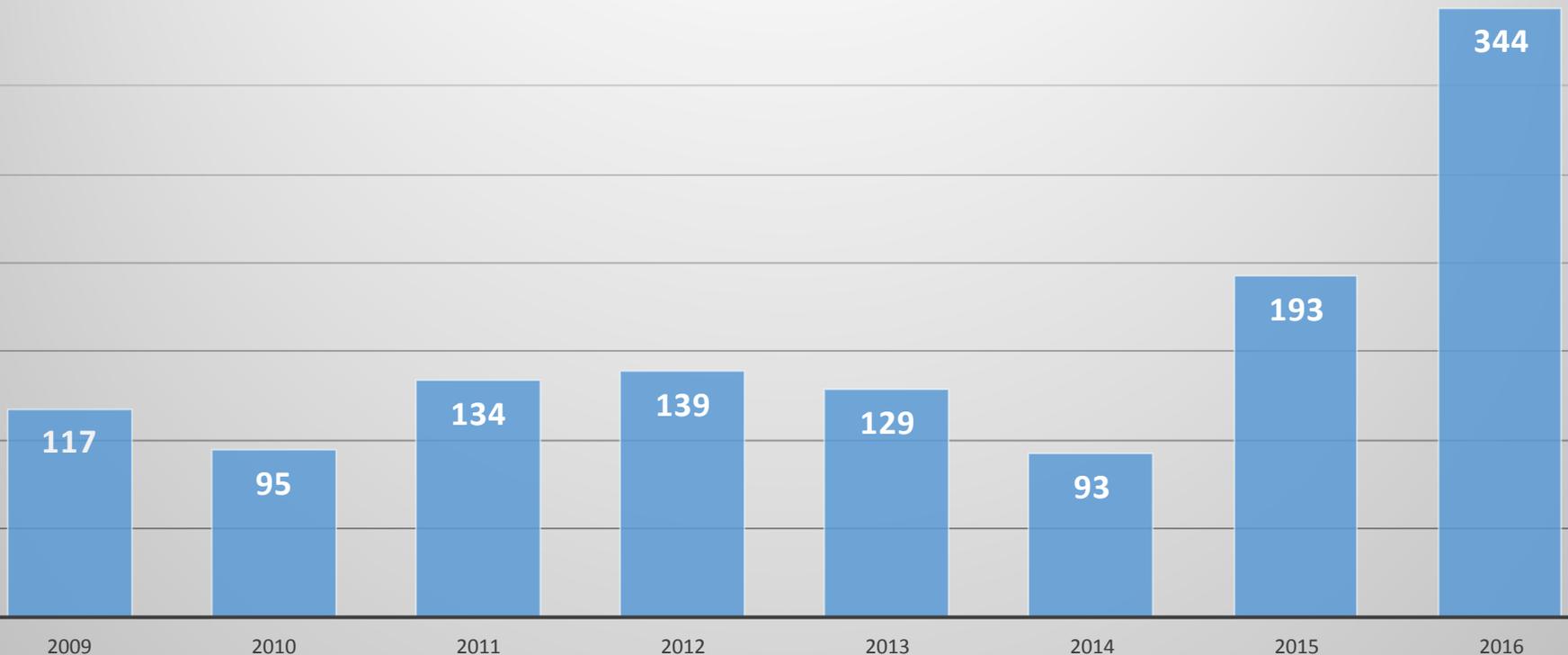
- ❑ **Community Separators (OSRC Program 6)**
- ❑ **Development Code Modernization (multiple)**
- ❑ **Hazard Mitigation Plan Update (PS - 11)**
- ❑ **Unreinforced Masonry Ordinance (PS - 6)**
- ❑ **Housing Element Implementation (multiple)**

2016 POLICY INITIATIVES

- ❑ **Springs Specific Plan**
- ❑ **Airport Area Specific Plan**
- ❑ **Climate Action Plan 2020**
- ❑ **Cannabis Land Use Ordinance**
- ❑ **Local Coastal Plan Update**
 - ❑ **Sea Level Rise Grant**
- ❑ **Sustainable Groundwater Management Act**
- ❑ **Code Amendments for Housing (2017)**

HOUSING AND CONSTRUCTION

Permits Issued 2009 - 2016 (total units shown)





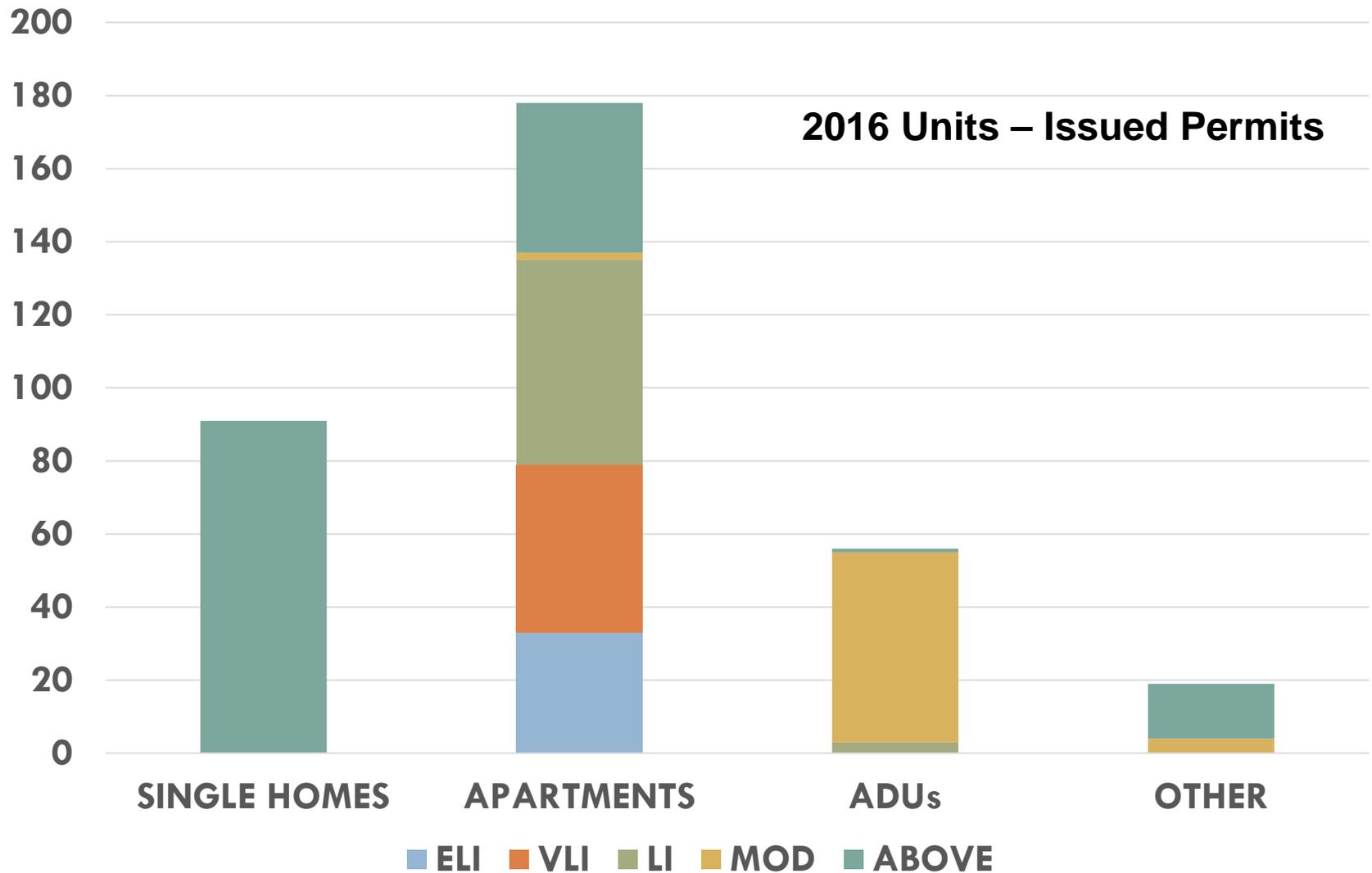
Butterfly Lane, Santa Rosa (70)

Ortiz Plaza, Larkfield (30)

Crossroads, Santa Rosa (80)



AFFORDABILITY BY HOUSING TYPE



Sonoma County's RHNA 2014 - 2023

	Very-Low <50%	Low < 80%	Moderate < 120%	Above Moderate >120%	Total RHNA
CLOVERDALE	39	29	31	112	221
COTATI	35	18	18	66	257
HEALDSBURG	31	24	26	76	157
PETALUMA	199	103	121	322	745
ROHNERT PARK	181	107	127	484	899
SANTA ROSA	947	581	759	2,375	4,662
SEBASTOPOL	22	17	19	62	120
SONOMA	24	23	27	63	137
WINDSOR	120	65	67	188	440
unincorporated	220	127	160	429	936
SONOMA COUNTY	1,818	1,094	1,355	4,177	8,444

Sonoma County's RHNA History

Year	RHNA
2002 – 2009	6,799
2009 – 2014	1,364
2014 – 2023	936

PROGRESS TOWARD RHNA

Income Group	Regional Housing Need 2015-2023	Permits Issued 2016	County Need Met through 12/31/16	Remaining Need at end of 2016	% of 2015-2023 Regional Housing Need Met
Extremely	110	63	81	29	74%
Very-Low	110	51	57	53	51%
Low	127	21	67	60	53%
Moderate	160	55	99	61	62%
Above Moderate	429	154	233	196	54%
Total	936 units	344 units	537 units	399 units	57%



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 and Board of Commissioners

Board Agenda Date: May 23, 2017

Vote Requirement: Majority

Department or Agency Name(s): Community Development Commission

Staff Name and Phone Number:

Margaret Van Vliet, 707-565-7505

Supervisorial District(s):

All Districts

Title: County Fund for Housing Policy Update

Recommended Actions:

- A. Approve the amended policy governing use of the County Fund for Housing; and
- B. Delegate authority for the administration of the County Fund for Housing to the Executive Director of the Community Development Commission, consistent with sound public financing principles.

Executive Summary:

This agenda item proposes to update the County Fund for Housing policy to align with the Board's *Housing for All Strategic Priority*, and to reflect current affordable housing industry standards and best practices for maximizing the impact of local government investments in housing development.

Discussion:

Background: In 2003, the Board of Supervisors established the County Fund for Housing to encourage and support affordable housing development, by allocating \$1 million in Transient Occupancy Tax funds and delegating responsibility for administration of the Fund to the Community Development Commission. Affordable housing, for this purpose, is defined as rental housing affordable to households earning 80 percent or less than the area median income (AMI), or ownership units affordable to households earning 120 percent or less than AMI. As of May 2017, the AMI for a four-person household in Sonoma County is \$82,600. In 2005, the Board required any new residential construction to provide affordable housing by, among other things, paying an affordable housing fee. Those fees were then directed to the County Fund for Housing to support its mission.

Since its inception, the Fund has collected \$24 million, and has deployed \$22 million to construct and preserve 553 affordable housing units throughout the unincorporated areas of the county. Developer fees make up the largest source of revenue (over \$16 million). Other revenue sources include the County of Sonoma General Fund, County of Sonoma Reinvestment and Revitalization Funds, Transient Occupancy Taxes, and CFH loan processing fees, interest, and loan repayments. Currently, construction is underway

for 321 new affordable housing units, with Fund support. A recap of funds invested and projects facilitated is provided in Attachment 1.

Current State: A new analysis from the California Housing Partnership notes that Sonoma County needs 17,000 more affordable homes to meet current demand. This report notes that cuts in federal and state funding, including elimination of redevelopment financing, have reduced dollars available for affordable housing production in the county by more than \$41 million annually since 2008, an 87% reduction. Wages have not kept pace with rising rents, and the result is that renters in our county need to earn \$7,617 a month to afford median asking rents of \$2,285.

The housing crisis has been broadly recognized in Sonoma County; such recognition inspired the creation of the Building HOMES Toolbox, the November 2016 Housing Summit, and a series of work groups convened by the Commission in recent months. The Board of Supervisors' adoption of a Strategic Priority concerning *Housing for All* is the culmination of much of this work. Recognizing that a lack of housing threatens community sustainability, the new priority calls on departments to "increase the pace of housing development at all income levels" and "use all available tools"—including "flexible capital funding"—"to drive production of more housing units serving a continuum of needs."

The best mechanism to create affordable rental housing is the federal Low Income Housing Tax Credit, a highly competitive state resource administered by the California Tax Credit Allocation Committee. Even projects that are able to attract tax credits need other sources of public capital, and local government "trust funds" such as the County Fund for Housing are critical for providing this kind of capital. The proposed policy update is intended to reflect the Board's work over the past two years, and to improve the effectiveness of the County's most flexible financial tool, the County Fund for Housing.

Proposed Policy Changes

The Commission is proposing a number of changes to the policy, and an update to the way the document is organized to make it more accessible. While ordinarily such policy changes are shown by inclusion of a "redlined" document, in this case such a mark-up was deemed unhelpful due to the extensive nature of the changes. Instead, the major changes are described here, and both the current and proposed documents are provided as attachments to this Board Action Item.

1. Allow use of funds in incorporated cities

While the original policy applied Fund resources only in unincorporated areas, the proposed policy allows the use of Fund resources in any area of the County and reflects more current policy trends, i.e., the encouragement of city-centered development. It is now widely held that housing development is more sustainable when concentrated primarily within existing communities and urban centers. Locating homes close to jobs and services reduces vehicle miles traveled, makes good use of existing infrastructure, and preserves rural lands and open space, consistent with the County's Community Separators Protection Ordinance. Additionally, the proposed policy requires that the Commission consider only those proposals that are already consistent with local jurisdictions' General Plans, and with those properties already identified in the County's General Plan Housing Element as Housing Opportunity Sites. This ensures clear linkages between planning efforts and housing development.

2. Allow multiple avenues for project identification and solicitation

The current policy calls for annual solicitation processes. An annual solicitation process offers predictability and consistency for developers, but does not allow the Commission or County the flexibility to identify projects and act quickly on opportunities that come up outside of the annual process. While the Commission anticipates continuing to use a Notice of Funds Availability (NOFA) process on an annual basis, the proposed policy allow the Commission and County the flexibility required to achieve the *Housing for All* Strategic Priority. Under the proposed policy, the Commission may, at any time, bring forward a proposal on its own behalf for expenditure of County Fund for Housing resources (including for a multi-year commitment) to the Board of Supervisors for consideration if the proposal or project meets the policy priorities previously articulated.

3. Eliminate emergency homeless shelters and transitional housing as an eligible project type for rental housing

The proposed policy reflects the County's, State's and Federal government's emphasis on a *Housing First* policy, and narrows eligible uses to multifamily or scattered-site single-family rental housing, group homes, and special needs housing facilities.

4. Modify income-targeting requirements for rental projects to facilitate better financial leveraging within financed projects

The proposed policy loosens the requirement that 30% of County Fund for Housing-assisted rental units be reserved for and affordable to households at or below 30% of area median income, and that preference be given to projects that serve formerly homeless individuals and families. The proposed policy seeks to provide greater flexibility, and to balance the goal of creating the most deeply affordable housing with the goal of generating as many generally affordable housing units as possible.

As an example, a rental unit affordable at the 30% AMI or below level cannot support debt service, and thus effectively requires 100% public capital subsidy. That economic reality can, in turn, delay or lengthen otherwise viable and shovel-ready projects because the developers must seek more funds to fill project funding gaps, which can take years. Loosening these requirements expedites development while allowing for greater leverage of County resources within funded projects.

5. Allow use of County Fund for Housing as grants or "equity contributions," in addition to loans

In projects that provide deep affordability, income from operations will not be sufficient to service debt, and repayment of County Fund for Housing investments is infeasible. Projects like group homes for special needs populations provide clear examples where achievement of the underlying public policy goal over time is more important than a strict repayment obligation. While relatively rare, the Commission believes that periodically having the ability to offer funds with a grant is reasonable. In all cases, deed restrictions and affordability covenants that run with the land for 55 years will require a pro-rata repayment to the County in the event of a foreclosure or a change in use of the property.

6. Include preferences for projects that provide supportive health or human services in coordination with other County Departments

The proposed policy provides for increased consideration of projects that incorporate services, which support recent County efforts to improve coordination and service delivery between departments, and to enhance the Board’s Strategic Priority to *Secure the Safety Net* for vulnerable community members. Further work will be done within any project solicitation to articulate how this preference might be operationalized. But having a statement within the new policy signaling the County’s intent to ensure that vulnerable populations accessing County services also can gain access to new housing units should serve to improve outcomes over time.

7. Clarify policy intent wherever possible

Other proposed changes update and clarify language regarding authority and timeliness expectations, as well as eligible costs. Staff has also reorganized the policy for ease of use, and drafted a separate administrative procedures document (Attachment 4), for which the Executive Director is seeking specific authority to manage, consistent with standard administrative practices and with periodic review by County Counsel.

Deployment of \$1 Million for Workforce Housing

For the current fiscal year, the Board allocated \$1 million in Transient Occupancy Tax revenue to the County Fund for Housing to support the creation of workforce housing. The Commission has been studying ways to maximally leverage Fund resources, including investigating housing trust fund models, and will bring back a proposal to best deploy this critical investment for the Board’s consideration in 2017.

Community Engagement

For almost two years, the Commission has gathered community input and investigated critical needs, creative solutions, and the preferred strategic role for the County and Commission to spur the production of more affordable housing. The publication and public discussion of the Building HOMES Toolbox, hosting the Housing Summit in November 2016, and follow-up work groups, together, have provided a tremendous amount of input for consideration. Additionally, the Commission shared its draft of the proposed policy changes with prospective and past users of the program, and on May 3, hosted a developers’ roundtable discussion. The Community Development Committee also reviewed and commented on the Policy at its regular meeting on May 9. The nine cities and towns within the County were offered the opportunity to provide feedback, and those that did comment specifically appreciated the intention to allow use of the Fund within incorporated areas. The community input, feedback, and ideas are reflected in these proposed policy changes.

Prior Board Actions:

- 07/19/16:** Approved revised CFH Funding Policies.
- 08/11/15:** Approved revised CFH Funding Policies.
- 08/19/14:** Approved revised CFH Funding Policies.
- 09/10/13:** Approved revised CFH Funding Policies.
- 08/19/03:** Approved outline of County Fund for Housing Program Guidelines.

08/13/02: Approved Guiding Principles for utilization of County funds for affordable housing programs; directed development of County Fund for Housing.

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

Providing financial assistance for the development and preservation of housing that is available, accessible, and affordable for homeless and other lower-income households promotes safe, healthy, and secure living environments for these Sonoma County residents, many of whom have special needs or cannot otherwise find or afford market-rate housing.

Fiscal Summary

Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses	\$4,627,680	\$6,420,201	\$4,520,000
Additional Appropriation Requested			
Total Expenditures	\$4,627,680	\$6,420,201	\$4,520,000

Funding Sources

General Fund/WA GF	\$4,720,000	\$4,520,000	\$4,520,000
State/Federal			
Fees/Other			
Use of Fund Balance		\$1,900,201	
Contingencies			
Total Sources	\$4,720,000	\$6,420,201	\$4,520,000

Narrative Explanation of Fiscal Impacts:

The CFH is funded by a combination of in-lieu fees and reinvestment and revitalization funds, in addition to a \$1 million contribution of Transient Occupancy Tax in FY 2017 dedicated to CFH for the purpose of incentivizing workforce housing. Revenues in excess of expenses of \$92,320 at the end of FY 2017 will remain in the fund balance to be used in the following year. Outstanding projects committed in prior years that expect to be completed in FY 2018 will result in a use of fund balance of \$1.9 million.

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. County Fund for Housing – Summary of Revenues and Loan Activity2. County Fund for Housing – Proposed Policy3. County Fund for Housing – Current Policy4. County Fund for Housing – Administrative Procedures Outline
Related Items “On File” with the Clerk of the Board:

County Fund for Housing – Summary of Revenues and Loan Activity

May 23, 2017

Table 1: Summary of Revenues

<i>Source of CFH Funds</i>	<i>Activity through 6/30/16</i>	<i>Activity (7/1/16 – 3/31/17)</i>	<i>Total as of 3/31/17</i>
County General Fund	\$1,100,000		\$1,100,000
State Local Housing Trust Fund Matching Grant	\$1,000,000		\$1,000,000
State HELP Loan ¹	\$750,000		\$750,000
State HELP Loan Repayment ¹	(\$948,673)		(\$948,673)
Developer In-lieu Fees	\$14,345,527	\$1,721,860	\$16,067,387
Transient Occupancy Tax	\$62,934	\$1,000,000	\$1,062,934
Loan Processing Fees	\$144,631	\$37,634	\$182,265
Interest Earned (pooled cash & loan interest received)	\$1,056,904	\$61,197	\$1,118,101
Reinvestment and Revitalization Funds	\$500,000	\$1,116,800	\$1,616,800
Loan Repayments	\$2,008,070		\$2,008,070
Net Revenues	\$20,019,393	\$3,937,491	\$23,956,884

Table 2: Summary of Loan Activity

<i>Use of CFH Funds</i>	<i>Number Assisted Units</i>	<i>Activity through 6/30/2016</i>	<i>Activity 7/1/16 – 3/31/17</i>	<i>Total as of 3/31/17</i>
<u>Rental Housing—Completed</u>		-	-	-
Blue Spruce Mobile Home Park Acquisition	42	\$903,000		\$903,000
Fife Creek Commons Rental Housing	48	\$3,325,000		\$3,325,000
Las Palmas Ownership Subdivision	0 ²	\$1,018,770		\$1,018,770
Mill Street Permanent Supportive Housing Beds	8	\$350,000		\$350,000
Sea Ranch 14 Rental Housing	14	\$394,000		\$394,000
Sonoma Gardens Rental Housing	60	\$1,125,000		\$1,125,000
Springs Village Rental Housing	48	\$750,000		\$750,000
West Hearn Ave. Veterans Transitional Housing	12	\$1,400,000		\$1,400,000
Subtotals	232	\$9,265,770		\$9,265,770
<u>Rental Housing—Under Development</u>		-	-	-
Crossroads Family Housing	79	\$3,478,200		\$3,478,200
Fetters Family Housing	60	\$1,400,000		\$1,400,000
Ortiz Plaza Farmworker Housing	30	\$510,000		\$510,000
Robinson Road Transitional Housing	13	\$726,560		\$726,560
Celestina Gardens Senior Housing	40	\$1,273,440	\$1,000,000	\$2,273,440
Ortiz Plaza II	12		\$510,000	\$510,000
Veterans Village (Tiny Homes)	12		\$1,868,851	\$1,868,851
Roseland	75		\$537,500	\$537,500
Subtotals	321	\$7,388,200	\$3,916,351	\$11,304,551
<u>Administration Costs</u>		-		
CDC and PRMD	-	\$1,145,607	\$115,135	\$1,260,742
Totals	553	\$17,799,577	\$4,031,486	\$21,831,063
Available Funding at Fiscal Year End				\$2,125,821

¹ HELP Loan from State HCD was made to CDC for a 10-year term. During that time, CDC used funds to make short-term loans to two developments. Both loans were repaid to CDC with interest prior to repayment of the HELP Loan to State HCD in February 2013.

² CDC foreclosed on this homeownership project.

SONOMA COUNTY COMMUNITY DEVELOPMENT COMMISSION
COUNTY FUND FOR HOUSING POLICY

Adopted May 23, 2017

DRAFT

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1. OVERVIEW

This County Fund for Housing Policy document has been prepared by the Sonoma County Community Development Commission (“Commission”) to articulate the policy priorities, criteria, and objectives for the development of affordable rental and ownership housing funded through the Sonoma County Fund for Housing (“CFH”). This document is updated periodically to reflect new and updated policy priorities, information, and/or regulations.

1.1. Purpose

The County of Sonoma (“County”) established the County Fund for Housing in 2003 to provide financial assistance for the development and preservation of affordable housing located in Sonoma County.

1.2. Parties

“Sonoma County Community Development Commission” refers to the staff of the Commission. “Board of Commissioners” refers to the members of the Sonoma County Board of Supervisors in their capacity as the Board of Commissioners of the Sonoma County Community Development Commission. “Board of Supervisors” refers to the Sonoma County Board of Supervisors.

1.3. Authority

The Sonoma County Board of Supervisors delegated the administration of the CFH to the Commission, which is governed by the members of the Board of Supervisors in their capacity as the Sonoma County Board of Commissioners. This Policy has been approved by the Board of Supervisors and the Board of Commissioners.

The Executive Director of the Commission is hereby authorized to interpret this Policy, to accept and process funding proposals per the provisions of this Policy and applicable funding source rules, to present eligible funding proposals to the Board of Supervisors and Board of Commissioners for their consideration, and to administer loans pursuant to the criteria established in this Policy and the County Fund for Housing Administrative Procedures (Administrative Procedures) and the Sonoma County Affordable Housing Program Homeownership Policies. The Executive Director may also, to the extent necessary, make minor administrative and/or procedural changes to this Policy.

Only the Board of Supervisors has the authority to make final approvals of funding decisions.

1.4. Sonoma County Community Development Committee

The Sonoma County Community Development Committee (“Committee”), appointed by the Board of Commissioners, serves as the advisory body to the Commission. Generally, the Commission shall present CFH funding proposals to the Committee in a public hearing. The Committee’s recommendations, public comments, and Commission comments and recommendations shall be presented for approval to the Board of Supervisors.

1.5. Funding Sources

CFH receives funds from multiple local sources, including, but not limited to:

- County of Sonoma General Fund
- County of Sonoma Reinvestment and Revitalization Funds
- Developer In-Lieu Fees
- Transient Occupancy Tax
- CFH loan processing fees, interest, and loan repayments

2. POLICY PRIORITIES

The purpose of the CFH is to develop, preserve, and accelerate the pace of development of below market-rate housing for low-, very low-, and extremely low-income households. To achieve this purpose, CFH resources shall be used to provide loans and grants to qualified developers, public entities, groups, and individuals to undertake activities which create, maintain, or expand the County's affordable housing stock.

CFH resources shall be used to further the goals expressed in the County's General Plan Housing Element, and in the current Board of Supervisors Strategic Priorities, adopted April 4, 2017, and as periodically amended. The Commission or County may adopt more specific housing priorities from time to time, and may request proposals that address those goals more specifically through a request for proposals, or through a notice of funding availability. The following objectives are high priorities, and the weighting of each objective against others may vary at the Commission's or County's discretion:

- a. Creation or preservation of the greatest number of affordable housing units, affordable to the lowest-income populations.
- b. Creation of housing opportunities throughout the County, in incorporated cities as well as in the unincorporated County, so that housing is effectively distributed throughout the County. Specific locations may be prioritized based on the County's Regional Housing Needs Allocation or other needs assessments or market studies which may be periodically undertaken by the Commission or the County.
- c. Utilization of Housing Opportunity Sites identified by the County and sites identified by the incorporated cities and town in Sonoma County.
- d. Integration with health and human service systems and programs designed to aid those people experiencing poverty to live independently or to achieve economic self-sufficiency.
- e. Collaboration with local jurisdictions and other funders of affordable housing.

3. PROJECT SELECTION PROCESS

3.1. Proposal Solicitation

3.1.1. Notice of Funding Availability / Request for Proposals

The Commission may solicit funding proposals by several competitive methods, including but not limited to an annual Notice of Funding Availability, and/or a request for proposals for a specific project or to address specific policy goals.

3.1.2. Commission-Sponsored Proposals

The Executive Director may also submit to the Board of Supervisors and the Board of Commissioners a funding proposal on the Commission's behalf. The Executive Director may bring the proposal to the CD Committee for its consideration and to gather public input before submitting the proposal to the Board of Supervisors and the Board of Commissioners.

3.1.3. Special Circumstances

In the event that the Commission offers publicly owned land for development as part of a request for proposals process under the auspices of the CFH program, the award may, with the approval of the Board of Supervisors and the Board of Commissioners, include a commitment of future years' CFH funding, to best facilitate the development process.

3.2. **Project Evaluation / Funding Criteria**

Proposals shall be evaluated based on how well the proposed project addresses the following policy areas:

- **County Fund for Housing Policy Priorities.** Proposals should address the priorities set forth in Section 2, Policy Priorities, as well as any additional priorities set forth by the Commission or the County via a notice of funding availability or request for proposals.
- **Project Sponsor Qualifications and Experience.** Project sponsors must demonstrate qualifications and experience per Section 3.3, Eligible Project Sponsors.
- **Cost Effectiveness and Feasibility.** Acknowledging that the CFH is a limited resource, project sponsors should demonstrate that the proposed project will be cost-effective and will leverage other funds in order to maximize the benefit to the community of the County's investment.

If necessary or appropriate, specific criteria shall be stated in a notice of funding availability or request for proposals.

3.3. **Eligible Project Sponsors**

Non-profit or for-profit project sponsors are eligible to receive funds for eligible activities as described in Section 4, Eligible Uses of Funds. Only project sponsors who are qualified to perform the activities for which they request funds shall receive money. For this purpose, "qualified" means that the sponsor has prior relevant experience and organizational capacity and is financially stable. Specific requirements, if any, shall be stated in a notice of funding availability or request for proposals.

3.4. **Eligible Projects**

Generally, eligible projects would include but not be limited to:

- Development projects which create affordable housing units

- Projects which preserve existing affordable housing units, through acquisition and/or rehabilitation
- Rental housing projects, including properties that provide Permanent Supportive Housing
- Below-market-rate homeownership projects
- Housing for special needs populations
- Group homes
- Properties that will house residents receiving services from another County department, especially the Department of Health Services, the Human Services Department, and/or the Probation Department

CFH resources shall not be used to meet the inclusionary or workforce housing requirements required of developers by the jurisdiction in which the project is located. Project sponsors may request CFH assistance upon a showing that CFH resources will create a deeper level of affordability consistent with the level of investment, or otherwise exceed the jurisdiction's minimum requirements.

3.5. Threshold Criteria / Other Conditions

3.5.1. General Plan Consistency

Proposed projects shall be consistent with the General Plan in the jurisdiction in which they are located. For projects in the unincorporated County, the Sonoma County Permit and Resource Management Department (PRMD) shall review applications and determine whether or not proposed projects are consistent with the County's General Plan. For projects within an incorporated city or town in Sonoma County, project sponsors shall obtain certification from the appropriate jurisdiction as to whether or not the proposed project is consistent with its General Plan.

3.5.2. Site Control

The project sponsor shall possess site control or own the site at the time of application. An executed long-term lease or option to execute a long-term lease, signed option or purchase agreement, or equivalent legally enforceable instrument may satisfy this requirement. The site control instrument shall be valid for at least twelve months after the anticipated date on which the Board of Supervisors approves the CFH awards.

3.6. Exceptions to Project Eligibility Criteria

Any requests for exceptions to these project eligibility criteria require the approval of the Board of Supervisors.

4. ELIGIBLE USES OF FUNDS

4.1. Predevelopment

Eligible predevelopment expenses may include, but are not limited to, architecture and engineering fees, soils testing and other environmental review expenses, and project management expenses.

CFH funds shall not be used to pay for the project sponsor's overhead and general costs of operation or costs associated with site search.

4.2. Site Acquisition

Eligible site acquisition costs may include, but are not limited to, purchase agreement deposits, option payments, the purchase price of the site, due diligence studies and legal expenses related to the acquisition, repayment of the loan(s) that originally financed the purchase of the site (i.e., take-out financing), and other purchase costs such as buyer's share of closing costs (i.e., holding costs such as liability insurance and prorated property taxes, provided the project is not then currently operational). The purchase price shall not exceed the appraised value of the land.

4.3. Construction

Eligible direct construction costs may include, but are not limited to, demolition, on- and off-site improvements, construction of new residential units, construction of non-commercial common structures that are an integral part of a residential development, and rehabilitation of multifamily rental housing units.

Certain construction-related indirect costs are also eligible, including, but not limited to, project management, developer impact fees, building permit fees, and costs of state- and federally mandated tenant and business relocation.

4.4. General Cost Eligibility Provisions

CFH funds shall not be used to pay late or penalty fees, or the project sponsor's overhead and general costs of operation. Eligible expenses initially paid for with the project sponsor's own or borrowed funds may be reimbursed with CFH proceeds provided such expenses were incurred in the three years prior to closing of the CFH financing.

5. TYPES OF ASSISTANCE

CFH resources may be invested in eligible projects in the form of loans or grants. In all cases, the Commission shall seek to minimize the amount of funds it invests in a single project, in order to maximize the number of projects and units facilitated with CFH. From time to time, the Commission, with guidance from the Board of Commissioners, may limit the amount of CFH assistance per affordable unit it will consider investing into certain project types.

The Commission shall generally prefer loans, to ensure that public funds are returned to the Commission over time to be reinvested.

The analysis of the amount and type of CFH required to render any project financially feasible will consider other factors, including whether the project will be competing for tax credits or other public resources.

5.1. Loans

The minimum CFH loan amount for any project shall be \$100,000. The maximum loan amount shall vary over time, and in no case shall the maximum loan exceed the amount of CFH funds available in a single program year, unless a commitment of funding from future years is included by recommendation of the Executive Director and approval of the Board of Supervisors. Further, the amount of CFH invested as a loan in any single project shall not exceed the amount necessary to render the project financially feasible, considering then-current conventional underwriting standards, and capital available from other sources.

Loans shall carry interest rates approved by the Commission, and repayment obligations and schedules shall be based on the project's available cash flow after payment of required operating expenses, reserves, and any required debt service, as applicable. For projects eligible for and utilizing federal Low Income Housing Tax Credits, CFH financing may be structured to be compatible with applicable program and investor requirements. Requirements related to residual receipts calculations and payment obligations are further described in the Administrative Procedures.

5.2. Grants

The Commission may consider investing funds in the form of grants or equity contributions, if repayment over time, even from residual receipts, is considered highly unlikely based on the project type, population served, and a related analysis of income potential from the property. This will generally not be the case for projects financed with tax credits.

6. PROGRAM REQUIREMENTS

6.1. Regional Housing Needs Assessment Apportionment

For projects located in an incorporated city or town, the Commission and the Sonoma County Permit and Resource Management Department shall work cooperatively with the incorporated city or town to share Regional Housing Needs Assessment (RHNA) credit.

6.2. Number of CFH-Assisted Units

At a minimum, the percentage of units within a project that are considered to be CFH-assisted shall be proportionate to the ratio of CFH funds to the Total Development Cost for the project.

6.3. Compliance with Other Applicable Funding Policies

CFH-funded projects shall comply with this Policy, the Administrative Procedures, and the Sonoma County Affordable Housing Program Homeownership Policies.

6.4. Compliance with Applicable Laws and Regulations

6.4.1. Living Wage Ordinance

All project sponsors shall comply with Article XXVI – Living Wage, in Chapter 2 of the Sonoma County Code (<http://sonomacounty.ca.gov/CAO/Living-Wage/Summary/>).

6.4.2. California Environmental Quality Act

If applicable, all projects must receive local environmental clearance in accordance with the requirements of the California Environmental Quality Act (CEQA).

6.5. **Timeliness**

6.5.1. Site Acquisition Timeliness Requirements

Funds for site acquisition shall be spent within 18 months of Board of Supervisors approval of the CFH award. As specified in the Administrative Procedures, the project sponsor must satisfy all conditions of approval required for entering into a Funding Agreement within 12 months of Board of Supervisors approval of the CFH award.

If this timeliness requirement is not met, the funds shall be reprogrammed.

6.5.2. Construction Timeliness Requirements

Reimbursement for eligible expenses shall be initiated within 24 months of Board of Supervisors approval of the CFH award. As specified in the Administrative Procedures, the project sponsor shall satisfy all conditions of approval required for entering into a Funding Agreement within 12 months of Board of Supervisors approval of the award. All funds shall be disbursed within 30 months of Board of Supervisors approval of the CFH award.

If this timeliness requirement is not met, the funds shall be reprogrammed.

6.5.3. Extensions

Extensions of up to 12 months may be granted for good cause at the discretion of the Executive Director if she or he determines that there were unforeseen circumstances that caused the need for more time.

6.6. **Specific Program Requirements for Rental Housing Projects**

6.6.1. Affordable Rental Housing Agreement

Concurrently with recording of the CFH loan deed of trust, the Commission shall record an Affordable Rental Housing Agreement (ARHA) with the developer. The ARHA shall memorialize the affordability restrictions and other requirements that attach to the CFH loan and shall run with the land.

6.6.2. Affordability Period

All assisted units in rental developments shall remain affordable for a minimum of fifty-five (55) years.

6.6.3. Income Limits

Income limits for occupants of CFH-assisted units are published annually by the Commission. All CFH-assisted rental units shall initially be restricted and affordable to very low-income households as defined by the US Department of Housing and Urban

Development (HUD), adjusted for household size. After initial qualification, a household occupying a very low-income unit may have its income increase to 80 percent AMI (low-income).

6.6.4. Affordability and Physical Distribution of the Rental Units

The Commission shall approve the affordability mix of the development. The CFH-assisted units shall be distributed by unit size, amenity mix, and income affordability throughout the entire development.

CFH-assisted units in the development shall be floating units: Upon recertification of household income, if a household no longer qualifies to occupy an extremely low-income unit, that unit shall become a very low-income unit and the next available CFH-assisted unit shall become an extremely low-income unit. Upon recertification, if a household no longer qualifies as a low-income household, the developer may charge that household market rate for that unit, and the next available non-CFH-assisted unit shall be designated as a very low-income CFH-assisted unit.

6.6.5. Rent Limit

Maximum tenant-paid rent limits for CFH-assisted units are published annually by the Commission. The rent limit is calculated using the formula in California Health & Safety Code 50052.5 and 5005.3.

The appropriate utility allowance as published annually by the Sonoma County Housing Authority shall be deducted from the gross rent limit to determine the maximum tenant-paid rent.

6.7. Specific Program Requirements for Homeownership Projects

6.7.1. Affordable Housing Development Agreement

Concurrently with recording of the CFH loan deed of trust, the Commission shall record an Affordable Housing Development Agreement (AHDA) with the developer. The AHDA shall memorialize the affordability restrictions and other requirements that attach to the CFH loan and shall run with the land.

The Commission shall record the CFH AHDA against only the CFH-assisted parcels or units. In the same escrow in which an eligible home buyer purchases a CFH-assisted affordable unit, the Commission shall record either an affordability covenant or an option agreement with the buyer granting the Commission the first option to purchase the unit.

6.7.2. Occupancy and Income Limits

Income limits for CFH-assisted units are published annually by the Commission. CFH-assisted ownership units shall be reserved for and sold to first-time homebuyer households at or below 120 percent of the area median income (AMI) for Sonoma County as established by the US Department of Housing and Urban Development (HUD), adjusted for household size. Further, at least 20 percent of all CFH-assisted ownership units must be restricted and affordable to low-income households, adjusted for household size.

For example, to meet the minimum affordability requirements of the CFH program, an ownership development containing 10 CFH-assisted units would have the following affordability profile:

- 20 percent or two of the assisted units restricted and affordable to households at or below 80 percent AMI, adjusted for household size.
- The balance of the assisted units restricted and affordable to households at or below 120 percent AMI, adjusted for household size.

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APPENDIX A: DEFINITIONS

Affordable housing. Housing which costs no more than 30 percent of a low-, very low-, or extremely low-income household's gross monthly income. For rental housing, the residents can pay up to 30 percent of gross income on rent plus tenant-paid utilities. For homeownership, residents can pay up to 30 percent on the combination of mortgage payments including PMI, taxes, insurance, and homeowners' association dues.

Area Median Income (AMI). The income figure representing the middle point of all Sonoma County household incomes. Fifty percent of households earn more than or equal to this figure and 50 percent earn less than or equal to this figure. The AMI varies according to the size of the household. The AMI for Sonoma County is published annually by the US Department of Housing and Urban Development (HUD). As of May, 2016, the AMI for a four-person household in Sonoma County is \$82,600.

Affordable Housing Agreement. A contract with the Commission executed by the developer of a residential project, and recorded against the subject property, that limits the sales price and/or monthly rent of specified dwelling units within the project, limits the income level of the household occupying the specified units, establishes a time period during which the specified units shall continue to be sold and/or rented at affordable prices, and which may contain administrative, enforcement, or other provisions to ensure that the specified units are sold and/or rented to targeted households at affordable sales prices and/or monthly rent over the entire term of the agreement.

CFH-assisted unit. A residential unit that is subject to rent or purchase price and occupancy restrictions as a result of the financial assistance provided by the CFH, as specified in the Affordable Housing Agreement.

Covenant. An agreement or promise to do or not to do a particular act or to use or not use property in a certain way (see Affordable Housing Agreement).

Executive Director. The executive director of the Sonoma County Community Development Commission, and/or the designee of the director.

Extremely low-income household. A household with a maximum income of the greater of (1) 30 percent of the area median income for Sonoma County, adjusted for household size, as established by the US Department of Housing and Urban Development; or (2) the poverty guideline, adjusted for household size, as established by the US Department of Health and Human Services.

Funding Agreement. An unrecorded document setting forth the terms and conditions imposed upon the borrower in order to receive CFH financing.

Housing Opportunity Site. A parcel or parcels of land designated by the County for affordable housing in compliance with the General Plan Housing Element and Section 26.89.050(F) of the Sonoma County Zoning Regulations.

Low-income household. A household with a maximum income of 80 percent of the area median income for Sonoma County as established by the US Department of Housing and Urban Development, adjusted for household size.

Market-rate unit. A dwelling unit in a residential project that is not restricted by an affordable housing agreement, and which is not expected to be provided as affordable to an extremely low-, very low-, or low-income household.

Option Agreement. An agreement granting the Commission a first right either to purchase an affordable ownership unit for a price established through a formula under the Agreement, or to assign the Commission's first right to an eligible buyer to purchase the affordable ownership unit at that price.

Permanent supportive housing. Rental housing with no limit on length of stay, occupied by a special needs population, which is linked to onsite or offsite services that assist the supportive housing resident in retaining the housing, improving his or her health status, and maximizing his or her ability to live and, where possible, work in the community.

Regional Housing Needs Allocation (RHNA). The state-mandated process to identify the total number of housing units (by affordability level) that a jurisdiction must accommodate in its Housing Element.

Residual receipts. The amount by which a project's gross revenue exceeds its annual operating expenses in a particular calendar or fiscal year.

Special needs populations. Special needs populations can include the elderly, persons with physical, mental, or behavioral disabilities, persons with HIV/AIDS, and/or persons with alcohol or drug addictions.

Sonoma County Community Development Commission. The Sonoma County Community Development Commission is established as a separate public and corporate entity pursuant to Section 34110 of the California Health and Safety Code, whose Board of Commissioners is comprised of the same members of the Sonoma County Board of Supervisors.

Sonoma County Community Development Committee ("CD Committee"). The advisory body for the Sonoma County Community Development Commission. The Committee reviews and makes recommendations on all matters that come before the Board of Commissioners, prior to any action being taken. The CD Committee is comprised of eight voting members. Seven members are appointed by the Board of Supervisors, two of whom are tenants of the Sonoma County Housing Authority, one of which is at least 62 years of age. One member is appointed by the Sonoma County Human Services Department Director.

Sonoma County Board of Commissioners. The governing Board of the Sonoma County Community Development Commission, comprised of the same members of the Sonoma County Board of Supervisors.

Sonoma County Board of Supervisors. The governing board of Sonoma County and of various special jurisdictions. The Board of Supervisors is comprised of five supervisors elected from supervisorial districts for four-year terms.

Very low-income household. A household with a maximum income of 50 percent of the area median income for Sonoma County as established by the US Department of Housing and Urban Development, adjusted for household size.

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SONOMA COUNTY COMMUNITY DEVELOPMENT COMMISSION

COUNTY FUND FOR HOUSING

FUNDING POLICIES

I. INTRODUCTION

A. Purpose and Overview

1. The County of Sonoma (County) established the County Fund for Housing (CFH) in 2003 to provide financial assistance for the development of affordable housing located within the unincorporated areas of the County.
2. CFH loans may finance predevelopment, site acquisition, acquisition of existing housing, and construction costs of affordable rental and ownership housing.
3. For purposes of the CFH, rental housing includes emergency shelter, transitional housing, group homes, and other types of congregate facilities that serve special needs populations identified in Section V.B.I. Unless otherwise stated in these Policies, for these types of facilities, a bed is considered as a rental unit.
4. Applications for CFH loans will be accepted annually through the Notice of Funding Availability (NOFA) that will be issued by the Commission on or about July 1st every year.
5. Projects funded with CFH loans must comply with these Funding Policies, the Sonoma County Community Development Commission Loan Policies, and when used in conjunction with projects approved under Article 89 of the Sonoma County Code, the Sonoma County Affordable Housing Program Homeownership Policies.

B. Authority

1. These Funding Policies have been approved by the Board of Supervisors. Any requests for exceptions to the Policies would require the approval of the Board of Supervisors.
2. The Executive Director of the Sonoma County Community Development Commission is hereby authorized to accept and process loan applications per the provisions of these Policies and applicable funding source rules, to interpret these Policies, and to administer loans pursuant to the criteria established in these Policies, and in the Sonoma County Community Development Commission Loan Policies (CDC Loan Policies) and the Sonoma County Affordable Housing Program Homeownership Policies.

C. Source of Funding

The County Fund for Housing is funded from multiple funding sources, each of which generates additional requirements and standards. Each CFH loan must comply with the requirements of the underlying funding source in addition to these Funding Policies.

II. ELIGIBLE APPLICATIONS, EXPENSES & TIMELINESS REQUIREMENTS

A. Threshold Criteria for Eligible Applications

1. Proposed projects must be consistent with the Sonoma County General Plan in order for an application for CFH Funding to be deemed eligible for consideration by the CDC. Staff at the Sonoma County Permit and Resource Management Department (PRMD) will review applications and certify whether or not proposed projects are consistent with the General Plan or would qualify for an amendment to the General Plan.
2. Proposed projects must be consistent with the Affordability Requirements in Section IV, and all other requirements of these CFH Funding Policies, to be deemed eligible for consideration by the CDC.
3. Proposed projects must not in any way assist another party to get relief from inclusionary or workforce housing requirements or in-lieu fees in order for an application to be deemed eligible for consideration by the CDC.
4. The applicant must possess site control or own the site at the time of application. An executed long-term lease, signed option or purchase agreement or equivalent, legally enforceable instrument may satisfy this requirement. The site control instrument must be valid through the end of the calendar year when the Board of Supervisors approve the CFH awards.
5. No request for a waiver of these provisions may be considered by CDC staff or Community Development Committee at the application stage.

B. Predevelopment

1. Eligible predevelopment expenses may include, but are not limited to, costs of state- and federally-mandated tenant and business relocation, architecture and engineering fees, soils testing and other environmental review costs, and project management expenses.
2. The CFH funds are not available to pay for the applicant's overhead and general costs of operation or site search costs.

3. Eligible costs initially paid with the applicant's own or borrowed funds may be reimbursed with CFH loan proceeds without regard to the date on which they were incurred.

C. Site Acquisition

1. The applicant may request funds to apply toward site acquisition costs such as purchase agreement deposits, option payments, other site control costs, the purchase price of the site, repayment of the loan(s) that originally financed the purchase of the site (i.e., take-out financing), and other purchase costs such as buyer's share of closing costs (including holding costs such as liability insurance and prorated property taxes, provided the project is not then currently operational), as long as the purchase price does not exceed the appraised value of the land.
2. Eligible costs may be reimbursed without regard to the date on which they were incurred.
3. The applicant must possess site control or own the site at the time of application. An executed long-term lease, signed option or purchase agreement or equivalent, legally enforceable instrument may satisfy this requirement.

D. Construction

1. Eligible construction costs include demolition, on- and off-site improvements, construction of new residential units, non-commercial common structures that are an integral part of a residential development, and rehabilitation of existing multifamily units.
2. Certain construction period soft costs are also eligible, including project management, development impact fees, and building permit fees.
3. CFH loan proceeds may not be used to pay late or penalty fees or the applicant's overhead and general costs of operation.
4. Eligible costs may be reimbursed without regard to the date on which they were incurred.
5. The applicant must possess site control or own the site at the time of application. An executed long-term lease, signed option or purchase agreement or equivalent, legally enforceable instrument may satisfy this requirement.

E. Timeliness

All CFH-assisted projects shall proceed in a timely manner.

1. Before a CFH Funding Agreement can be offered for execution by an applicant, the applicant must satisfy the conditions in the Commission Loan Policies, Section III. S. 1.
2. Funds for site acquisition must be spent within 22 months of the start of the fiscal year in which the Board of Supervisors approved the CFH award. The applicant must satisfy all conditions of approval that are prerequisite to the CDC offering the Funding Agreement for execution within 16 months of the start of the fiscal year associated with the award. If the site acquisition is not complete within 22 months after the start of the fiscal year in which the Board of Supervisors approved the CFH award, the funds will be reprogrammed.
3. Disbursement of funds for all other project costs, including hard and soft costs of new development, renovation, rehabilitation, and reconstruction projects, must be initiated within 28 months of the start of the fiscal year in which the Board of Supervisors approved the CFH award. The applicant must satisfy all conditions of approval that are prerequisite to the CDC offering the Funding Agreement for execution within 16 months of the start of the fiscal year associated with the award. All funds must be disbursed within 34 months after the start of the fiscal year in which the Board of Supervisors approved the CFH award. Funding that is unexpended after this deadline will be reprogrammed.
4. All projects shall proceed in a timely manner as detailed above. Extensions of up to 12 months may be granted for good cause at the discretion of the Executive Director if s/he determines that there were unforeseen circumstances that caused the need for more time.

III. LOAN TERMS AND CONDITIONS

A. Loan Amount

The CFH will provide low-interest loans to eligible projects. The minimum loan amount will be \$100,000. The maximum loan amount may not exceed the lesser of 100% of the then current available CFH fund balance or the amount needed for project financial viability.

B. Interest Rate

The fixed interest rate for all CFH loans shall be subject to the CDC Loan Policies.

C. Proceeds from CFH Loans

Proceeds from the repayment of CFH loans shall be deposited in the CFH and may be made available to provide financing for new CFH loans for any purpose eligible under these Policies.

D. Loan Security

All CFH loans shall be “non-recourse” loans secured by real estate pursuant to the provisions of the CDC Loan Policies.

E. Affordable Housing Agreement – Rental and Ownership Developments

Concurrently with recording of the CFH loan deed of trust, the Commission will record an Affordable Housing Agreement (AHA) with the developer. The AHA will memorialize the affordability restrictions and other requirements that attach to the CFH loan and shall run with the land.

For ownership developments, the Commission will record the CFH AHA against only the CFH-assisted units. In the same escrow in which an eligible buyer purchases a CFH-assisted affordable unit, the Commission will record either an affordability covenant or an option agreement with the buyer granting the Commission the first option to purchase the unit at resale for thirty (30) years, and release the unit from the CFH AHA.

- F. Where the Commission’s Executive Director determines, after consultation with County Counsel, that one or more federal, state and/or local financing programs available to a project will achieve results that are equivalent to, or more effective than, the affordability or other public purpose of the CFH, and that such financing programs are otherwise compatible with the CFH and applicable County and Commission policies and objectives, the Commission’s Executive Director is authorized to modify CFH loan terms and policies to the degree necessary for the project to utilize those financing sources.

IV. SPECIAL TERMS AND CONDITIONS

“CFH-assisted unit” means a residential unit that is subject to rent or purchase price and occupancy restrictions as a result of the financial assistance provided by the CFH, as specified in the Affordable Housing Agreement. At a minimum, the percentage of units within a project that are considered to be assisted must be proportionate to the ratio of CFH funds to the Total Development Cost for the project.

A. Rental Housing

1. Short-Term Loans: A short-term CFH loan that finances predevelopment or site acquisition costs for rental housing becomes due at the earlier of the closing date of the permanent financing for the development or four years from the date of the CFH loan closing. A short-term CFH loan that finances construction costs for rental housing becomes due at the earlier of the closing date of the permanent financing for the development or eighteen months from the date of the CFH loan closing. If an extension is requested, the Commission Executive Director may at his or her discretion extend the due date by up to six months upon receipt of a

written and reasonable explanation from the applicant and the applicant's payment of an extension fee as defined below.

2. Long-Term Loans: A long-term CFH loan that finances any eligible activity to assist rental housing normally becomes due thirty years from the date of the CFH loan closing, but may be extended to conform to the terms of other financing sources.
3. Fees: The Commission may collect loan origination and modification fees as established by the CDC Loan Policies.
4. Affordability Requirements: All assisted units in rental developments must remain affordable for a minimum of fifty-five (55) years.
 - a. Income Limits: All CFH-assisted rental units must initially be restricted and affordable to households at or below 60% of area median area income (AMI) for Sonoma County as published annually by the United States Department of Housing and Urban Development (HUD). After initial qualification, a household occupying a 60% unit may have their income increase to 80% AMI. At least 30% of all CFH-assisted units must be restricted and affordable to households at or below 30% of AMI.
 - b. Affordability and Physical Distribution of the Rental Units: The Commission must approve the affordability mix of the development. The CFH-assisted units should be distributed by unit size, amenity mix, and income affordability throughout the entire development.
 - c. CFH-assisted units in the development will be floating units: Upon recertification of household income, if a household no longer qualifies to occupy a 30% unit, that unit will become 60% unit and the next available CFH-assisted unit shall become a 30% unit. Upon recertification, if a household no longer qualifies with an income of no more than 80% AMI, the developer may charge that household market rate for that unit, and the next available non-CFH-assisted unit shall designated as a 60% CFH-assisted unit.
 - d. Rent Limit Calculation: The Commission will adhere to the following procedures to calculate the maximum tenant-paid rent for CFH-assisted units:
 - i. Assume a household size for the unit equal to the number of bedrooms plus one (e.g., a two-person household size for a one-bedroom unit)
 - ii. Obtain from the income limits for Sonoma County that the U.S. Department of Housing and Urban Development (HUD) publishes annually the applicable income limit for the household size.
 - iii. Multiply the applicable income limit by 30%. (Note: for purposes of calculating rent limits for units reserved for tenants with incomes at or below 80% AMI, Commission will use the 60% income limit.)
 - iv. Divide the product by 12 to obtain the gross monthly rent limit.

- v. Deduct the appropriate utility allowance as published annually by the Sonoma County Housing Authority from the gross rent limit to determine the maximum tenant-paid rent.

B. Ownership Housing

1. Short-Term Loans: A short-term CFH loan that finances development of ownership housing will become due at the earlier of four years from the date of the CFH loan closing or the sale of each CFH-assisted unit to an eligible buyer. When the developer repays the CFH loan as the developer sells the units, the developer shall repay to the CFH an amount equal to the pro-rata share of the principal amount of the CFH loan attributable to the unit being sold, plus a proportionate share of the accrued interest on the CFH loan.
2. Long-Term Loans: A long-term CFH loan that finances development of affordable ownership housing will convert to deferred payment subordinate loans from the Commission to eligible buyers of the affordable units that are subject to these Funding Policies. When making deferred payment subordinate loans to both the initial buyers and the subsequent buyers of the affordable units at resale, the Commission shall comply with the requirements of the CDC Loan Policies and, when used in conjunction with a homeownership development approved under Article 89 of the Sonoma County Code, the Sonoma County Affordable Housing Program Homeownership Policies. The CFH deferred-payment subordinate loan to an eligible buyer shall become due and payable in accordance with the provisions of the Homeownership Policies and the promissory note in evidence of the CFH loan.
3. Fees:
 - a. Upon the close of escrow for the initial sale of each affordable ownership unit subject to the requirements of the CFH Funding Policies, the Commission shall receive from the developer through the escrow an administrative fee, as follows:
 - i. \$100 for each unit for which the Commission does not make CFH-financed deferred-payment subordinate loan to the homebuyer;
 - ii. \$200 for each unit for which the Commission makes a CFH-financed deferred-payment subordinate loan to the homebuyer.
 - b. Upon any subsequent resale of the unit, the Commission will receive from the seller an administrative fee equal to a percentage of the affordable sales price; as determined from time to time by the Sonoma County Board of Supervisors; as of August 10, 2010, the percentage is three percent (3.00%).
4. Affordability Requirements:
 - a. Occupancy and Income Limits: CFH-assisted ownership units must be reserved for and sold to first-time homebuyer households at or below 120% of

the area median income (AMI) for Sonoma County as published annually by the State Department of Housing and Community Development (HCD). Further, at least 20% of all CFH-assisted ownership units must be restricted and affordable to households at or below 80% of AMI, adjusted for household size.

For example, to meet the minimum affordability requirements of the CFH program, an ownership development containing 10 CFH-assisted units would have the following affordability profile:

- 20% or 2 of the assisted units restricted and affordable to households at or below 80% AMI, adjusted for household size.
 - The balance of the assisted units restricted and affordable to households at or below 120% AMI, adjusted for household size.
- b. Affordable Sales Price Calculation: The Commission shall calculate the affordable sales prices of CFH-assisted homeownership units using the following assumptions and calculations:
- i. Use the interest rate for a fixed-rate, 30-year fully amortized mortgage available to the buyer.
 - ii. Assume a 10% down payment.
 - iii. Assign a presumed household size to each unit size. The assumption is that the number of persons in the household equals the number of bedrooms plus one. For example, one person will occupy a studio, two persons will occupy a one-bedroom unit, three persons will occupy a two-bedroom unit, etc.
 - iv. Calculate the maximum eligible annual income (low- or moderate-income limit) for the presumed household size and divide the figure by 12 to obtain the maximum monthly income. Low-income households shall have incomes not exceeding eighty percent (80%) of median income, as published annually by the United States Department of Housing and Urban Development (HUD), adjusted for presumed household size; moderate-income households shall have incomes not exceeding one hundred twenty percent (120%) of median income, as published annually by the California Department of Housing and Community Development (HCD), adjusted for presumed household size.
 - v. Multiply the maximum monthly income by thirty percent to establish the maximum monthly housing expense.
 - vi. Subtract the estimated costs of homeowner's insurance, property taxes, homeowner association dues and private mortgage insurance, if any, to arrive at an amount that would be available for monthly mortgage payments.

V. PROJECT EVALUATION

A. Guiding Principles

All projects will be evaluated on how well they satisfy the Guiding Principles that the Board adopted on August 13, 2002, and guidance from the Board regarding *Building HOMES: Policy Maker's Toolbox for Ending Homelessness*:

- 1 Highest priority should be accorded to activities that have the greatest potential to achieve the Quantified Objectives identified in the Housing Element.
- 2 Preference should be given to residential developments that set aside homes for persons or households experiencing homelessness or who are at imminent risk of becoming homeless within 14 days.
- 3 Special emphasis should be given to increasing the supply of rental housing for low- (80% of AMI or lower) and very low-income (50% of AMI or lower) households and maintaining the long-term affordability of these units.
- 4 Programs and projects that meet special housing needs should be given a high priority.
- 5 The County should seek to leverage its limited financial resources with other available funding consistent with these policy guidelines and in ways that will help implement the County's policies and programs.

B. Funding Priorities

The CFH Program includes the following priorities:

1. Affordable rental projects at risk of becoming market rate housing, serving families, or serving the special needs populations identified in the Housing Element: elderly, disabled, large families, single-parent households, farmworkers, and homeless persons shall be given top priority in receiving funds. Projects that set aside housing for persons or households experiencing homelessness, or who are at imminent risk of becoming homeless within 14 days, shall receive highest priority.
2. Projects building at the maximum density permitted under the Sonoma County General Plan, Zoning Ordinance, and other relevant regulations shall also be given a priority.
3. The County requires the use of CalGreen building features and encourages on-site renewable energy systems. Priority will also be given to projects that exceed the CalGreen base standards established by PRMD and that will provide on-site renewable energy systems.

4. Readiness to proceed: projects that appear ready to proceed to the construction and then occupancy stage in a timely fashion will also be provided a priority in the approval consideration process. This can be gauged by the status of land use entitlements as well as the degree to which other funding commitments have been secured.

For each CFH loan, the applicant shall submit a schedule and other information that the Commission may reasonably request supporting the applicant's ability to demonstrate readiness to proceed.

VI. LOAN APPROVAL PROCESS

A. Notice Of Funding Availability

The Commission will issue a Notice Of Funding Availability (NOFA) annually, on or about July 1st of each year. Applicants must submit funding proposals to the Commission by 5:00 p.m. on the date listed on the NOFA. Project applications must be complete by the deadline date to be considered eligible for funding. Applications which do not include a required Certification of Consistency and all other required information, or complete answers to all applicable questions, will be deemed ineligible for funding.

Proposals may not be materially revised and/or submitted after the deadline date. In addition, once a proposal is awarded funding by the Commission it cannot be materially revised prior to execution of loan agreement and closing of escrow.

B. Selection Process

1. Community Development Committee

The Sonoma County Community Development Committee (CD Committee), appointed by the Board of Supervisors, will assume responsibility for reviewing all proposals after staff has assessed compliance with threshold eligibility criteria, Guiding Principles, and Funding Priorities in Section V, and summarized their analysis and recommendation for each proposal in a staff report intended to assist the Committee in their review and recommendation process.

The CD Committee will conduct an annual public hearing in October of each year to take testimony regarding proposals submitted for CFH funding. The CD Committee will formulate a funding recommendation to the Board of Supervisors for each program year. The CD Committee's recommendation will include a list of projects recommended for funding, the level of funding recommended and conditions to be satisfied prior to funding, if any. The CD Committee will not recommend funding for any project unless a representative from the applicant is present at the hearing to answer questions about the proposed project.

2. Board of Supervisors Final Approval

The CD Committee recommendations, along with all written comments received during the public hearing and Commission staff comments and recommendations, will be submitted to the Board of Supervisors for approval. The Board is the final decision-maker for determining CFH awards.

C. Loan Closing and Disbursement of Funds

The Commission and borrower will close escrow on the CFH Affordable Housing Agreement and the CFH loan in the same escrow and in that order.

Upon receipt of satisfactory documentation from the applicant, the Commission will disburse CFH loan proceeds either to escrow to pay site acquisition costs, to the applicant to reimburse the applicant for site acquisition, predevelopment, and/or construction costs, or upon written instructions from borrower, to pay borrower's vendors directly upon submission of invoices for completed work in excess of \$5,000 for predevelopment and/or construction costs. For construction costs, the Commission will disburse CFH loan proceeds for construction progress payments that the borrower's appointed representative has approved as an accurate statement of work completed.

VII. COMPLIANCE MONITORING

A. Rental Housing

All CFH-assisted developments are subject to compliance monitoring by the Commission. The Commission may conduct periodic site visits to CFH-assisted developments, and during the visits, Commission representatives may interview the resident manager, review a sample of the on-site tenant files, inspect a sample of the units of varying size and affordability, and tour the common areas and grounds of the development. The Commission will prepare a written report of each site visit.

CFH-assisted rental developments shall be subject to the compliance monitoring and monitoring fee provisions in the Commission Loan Policies, Section IV. I.

B. Ownership Housing

Prior to the initial sale of a CFH-assisted ownership unit, the Commission will approve the income-eligibility and first-time homebuyer status of the purchaser and the affordable sales price and fair market value of the unit.

When the ownership unit is sold under an affordability covenant, or the Commission exercises its option to purchase a CFH-assisted ownership unit at resale, the Commission will approve the income-eligibility and first-time homebuyer status of the new buyer.

The Commission may contract with a third-party contractor to perform these functions.

C. Staff Reporting

Commission staff will submit to the Board of Supervisors an annual progress report on the CFH. The report will include a narrative report of the activities that the CFH undertook during the previous fiscal year, the circumstances regarding any extensions of the timeliness requirements granted by the Executive Director, the funds the CFH disbursed during that year, funds available in the CFH at the close of the year, and the developments and units assisted during the year. The Commission will submit the report for each fiscal year to the Board concurrently with the submission of recommendations for annual CFH funding approval.

SONOMA COUNTY COMMUNITY DEVELOPMENT COMMISSION

**COUNTY FUND FOR HOUSING:
ADMINISTRATIVE PROCEDURES OUTLINE**

- 1. INTRODUCTION**
 - 1.1. Purpose and Objective**
 - 1.2. Authority**
 - 1.3. Conflict of Interest**
- 2. DEFINITIONS**
- 3. LOAN TERMS AND CONDITIONS**
 - 3.1. Loan Amount**
 - 3.2. Term**
 - 3.3. Interest Rate**
 - 3.4. Share of Appreciation**
 - 3.5. Residual Receipts Payments**
 - 3.6. Program Income**
 - 3.7. Loan Security**
 - 3.7.1. Seniority
 - 3.7.2. Appraisals
 - 3.7.3. Developer Loans
 - 3.7.4. Homebuyer Loans
 - 3.7.4.1. Option Agreements
 - 3.8. Loan Fees**
 - 3.8.1. Developer Loans
 - 3.8.2. Homebuyer Loans
 - 3.8.2.1. Initial Sale Administrative Fee
 - 3.8.2.2. Resale Administrative Fee
 - 3.9. Loan Closing and Disbursement of Funds**
 - 3.10. Loan Approval**

- 3.11. Discretion of Commission Staff**
- 3.12. Insurance / Property Taxes**
- 3.13. Environmental Assessment and Clearance**
- 3.14. Prevailing Wages and Related**
- 3.15. Relocation Requirements**
- 3.16. Affordability and Use Restrictions**
 - 3.16.1. Affordable Housing Agreement – Rental and Ownership Developments
- 3.17. Financial Feasibility**
- 3.18. Leverage Objective**
- 3.19. Contingency Requirements**
- 3.20. Modifications to Loan Terms**
- 3.21. Conditions to Enter into Funding Agreements, to Convey Loan Documents to Escrow, to Permit Recordation of Documents, and to Release Loan Funds**
 - 3.21.1. Conditions to Enter Into Funding Agreements
 - 3.21.2. Conditions to Convey Loan Documents to Escrow
 - 3.21.3. Conditions to Permit Recordation of Documents
 - 3.21.4. Conditions to Release Loan Funds
- 3.22. Ownership Developments – Affordable Sales Price Calculation**
- 4. SPECIAL LOAN TERMS AND CONDITIONS**
 - 4.1. Rental Housing**
 - 4.1.1. Short-Term Loans
 - 4.1.2. Long-Term Loans
 - 4.1.3. Fees
 - 4.2. Ownership Housing**
 - 4.2.1. Short-Term Loans (“Bridge Financing”)
 - 4.2.2. Long-Term Loans
 - 4.2.3. Fees
- 5. LOAN ADMINISTRATION**

- 5.1. Subordination**
 - 5.1.1. Developer Loans
 - 5.1.2. Homeownership Loans
- 5.2. Loan Modification, Assignment, and Assumption**
- 5.3. Due at Maturity**
- 5.4. Prepayments**
- 5.5. Conversion**
- 5.6. Reporting Requirements**
- 5.7. Loan Consolidation**
- 5.8. Rental of Homeownership Units**
- 6. COMPLIANCE AND MONITORING**
 - 6.1. Acceptance of Other Monitoring Reports
 - 6.2. Rental Housing
 - 6.3. Ownership Housing
 - 6.4. Staff Reporting
- 7. COLLECTIONS**
 - 7.1. Amortized Loan Collections
 - 7.2. Deferred Payment Loan Collections
 - 7.3. Loan Defaults
- 8. MATURE LOANS (NON-PROFIT AGENCIES ONLY)**
 - 8.1. Loan Compliance and Property Status
 - 8.2. Condition of Property
 - 8.3. Project Income and Financial Structure
 - 8.4. Loan Security
 - 8.5. Loan Terms
 - 8.5.1. Loans for Housing
 - 8.5.2. Loans for Public Facilities
 - 8.6. Loan Modification Fee

8.7. Alternative Loan Terms



COUNTY FUND FOR HOUSING PROPOSED POLICY CHANGES & UPDATES

Sonoma County Community Development Commission

Margaret S. Van Vliet, Executive Director

May 23, 2017

COUNTY FUND FOR HOUSING

- Originated by Board of Supervisors 2003
- Funded with \$1 million in General Fund
- Must be used in unincorporated areas of County

Original Guiding Principles:

Meet Quantified
Objectives in
Housing Element

Serve
lowest income
populations

Serve special
needs groups

Maximize
leverage of
County funds

COUNTY FUND FOR HOUSING

\$24 million invested since 2003

Source	FY 14/15	FY 15/16	FY 16/17	FY17/18 Est.
R&R	-	\$250,000	\$1,200,000	(subject to budget) \$2,000,000
In-lieu fees	\$1,546,957	\$2,463,152	\$2,311,364	\$2,000,000
Loan Repayments	\$35,275	\$76,187	\$34,786	\$50,000
TOT	-	-	\$1,000,000	-
Interest, other	\$44,824	\$52,677	\$94,455	\$65,406
Total	\$1,627,057	\$2,842,016	\$4,640,606	\$4,115,406

COUNTY FUND FOR HOUSING

553 units built since 2003

Type of Project—Status	# units
Rental Housing—Completed	232
Rental Housing—Under Development	321
Total	553

COUNTY FUND FOR HOUSING INCOME LIMITS

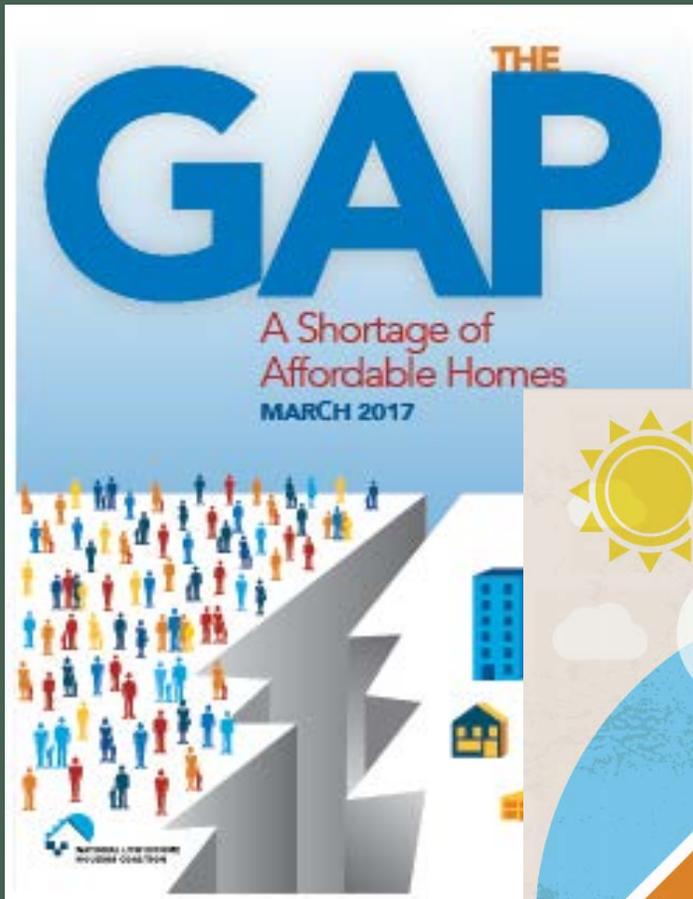
The US Department of Housing & Urban Development establishes the area median income and associated income limits for Sonoma County.

Household Size	Area Median Income (AMI)	80% AMI (Low-Income)	60% AMI	30% AMI (Extremely Low-Income)
One-person household	\$57,800	\$46,150	\$34,740	\$17,400
Four-person household	\$82,600	\$65,900	\$49,560	\$24,800

COUNTY FUND FOR HOUSING RENT LIMITS

Rents for County Fund for Housing-assisted units are limited to 30% of the applicable household income limit.

Unit Size (assumed household size)	Rent Limit for 80% AMI Households	Rent Limit for 60% AMI Households	Rent Limit for 30% AMI Households
Studio (one-person household)	\$869	\$869	\$435
Three-bedroom (four-person household)	\$1,239	\$1,239	\$620



MAY 2017

SONOMA COUNTY RENTERS IN CRISIS: A CALL FOR ACTION

KEY FINDINGS

- » Cuts in federal and state funding, including elimination of State Redevelopment, have reduced investment in affordable housing production and preservation in Sonoma County by more than \$41 million annually since 2008, an 87% reduction.
- » Median rent in Sonoma County has increased 16% since 2000 while median renter household income decreased 6%, when adjusted for inflation.
- » Renters need to earn more than 4 times the state minimum wage to afford the median asking rent of \$2,285.
- » Sonoma County's lowest-income renters spend 68% of income on rent, leaving little left for food, transportation, health expenses, and other needs.
- » When housing costs are considered, Sonoma County's poverty rate rises from 10.3 to 17.9%.
- » Sonoma County needs 17,144 more affordable rental homes to meet the needs of its lowest-income renters.

SONOMA COUNTY'S POVERTY RATE RISES TO 17.9% WHEN HIGH HOUSING COSTS ARE INCLUDED

Official Poverty Measure (OPM) Unadjusted for Housing Costs	California Poverty Measure (CPM) Adjusted for Housing Costs and Social Benefits
10.3%	17.9%

Source: Public Policy Institute of California. California Poverty by County, 2012-2014.

SONOMA COUNTY NEEDS 17,144 MORE AFFORDABLE RENTAL HOMES

Category	ELI (Extremely Low Income, earning up to 30% of Median Income)	VLI (Very Low Income, earning between 30% - 50% of Median Income)	Total
Renter Households	~3,500	~10,000	~13,500
Affordable and Available Rental Homes	~3,500	~4,000	~7,500
Shortfall	0	~6,500	~17,144

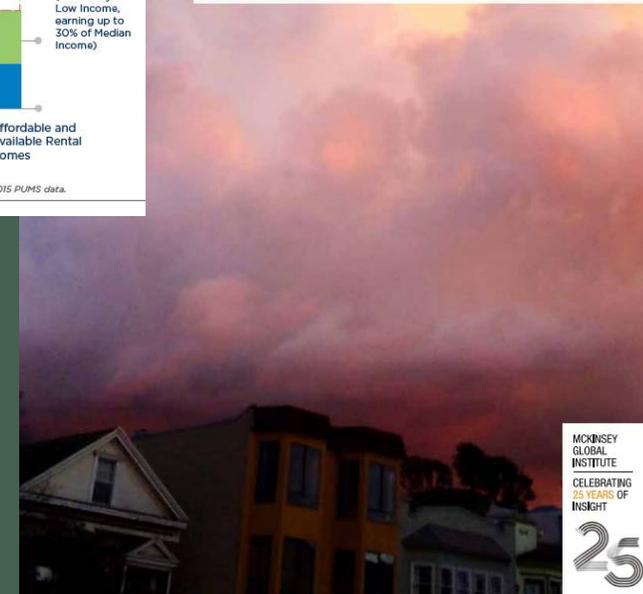
Source: NLIHC analysis of 2015 PUMS data.

McKinsey&Company

MCKINSEY GLOBAL INSTITUTE

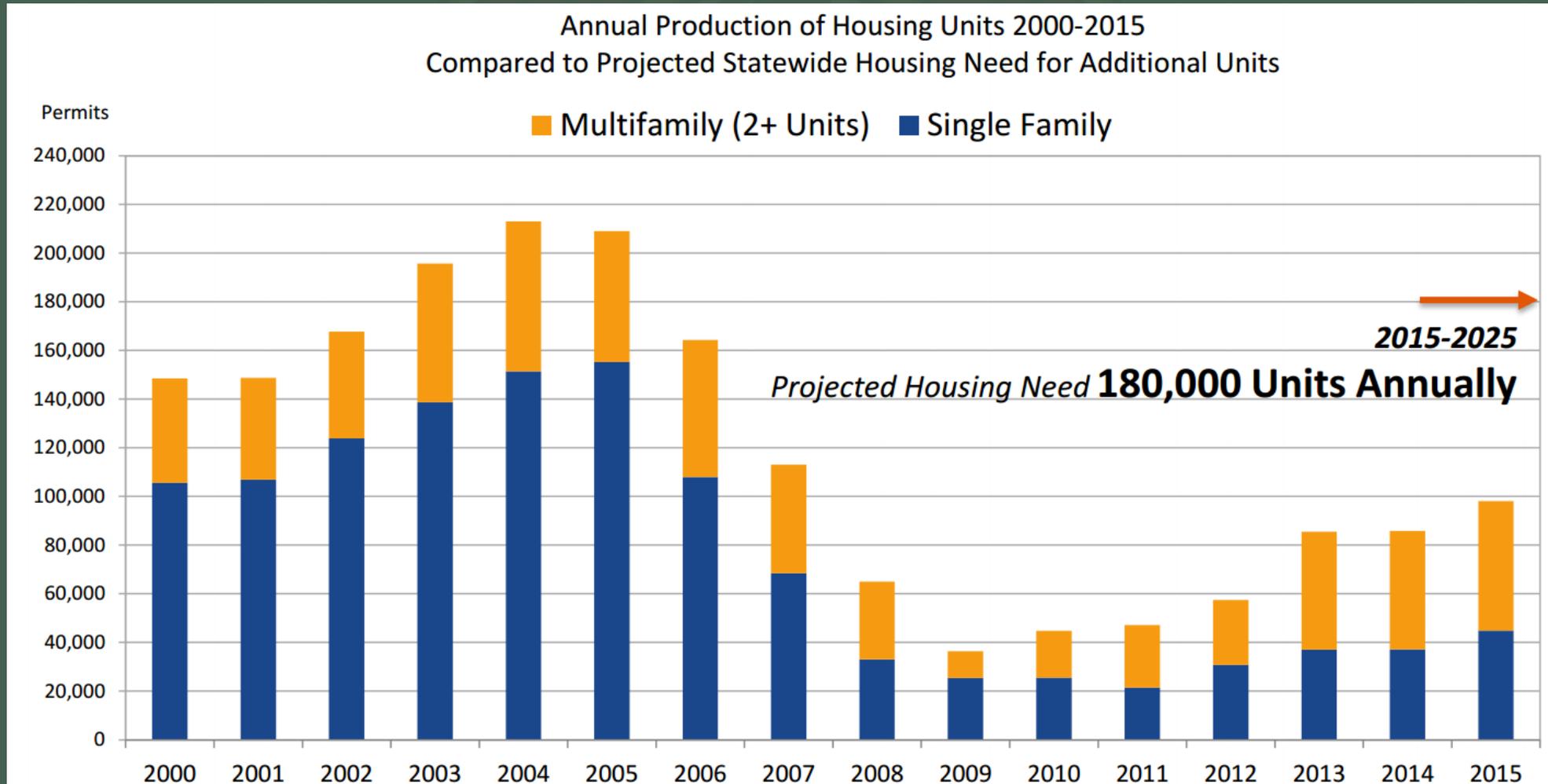
A TOOL KIT TO CLOSE CALIFORNIA'S HOUSING GAP: 3.5 MILLION HOMES BY 2025

OCTOBER 2016



STATEWIDE HOUSING NEED

Housing production is not keeping pace with the need for new units:



Source: CA Department of Housing and Community Development

HOUSING NEED IN SONOMA COUNTY

Since 2000, median rent in Sonoma County has increased 16%.
Median renter household income has decreased 6%.

Renters need to earn more than four times the state minimum wage to afford the median asking rent of \$2,285.

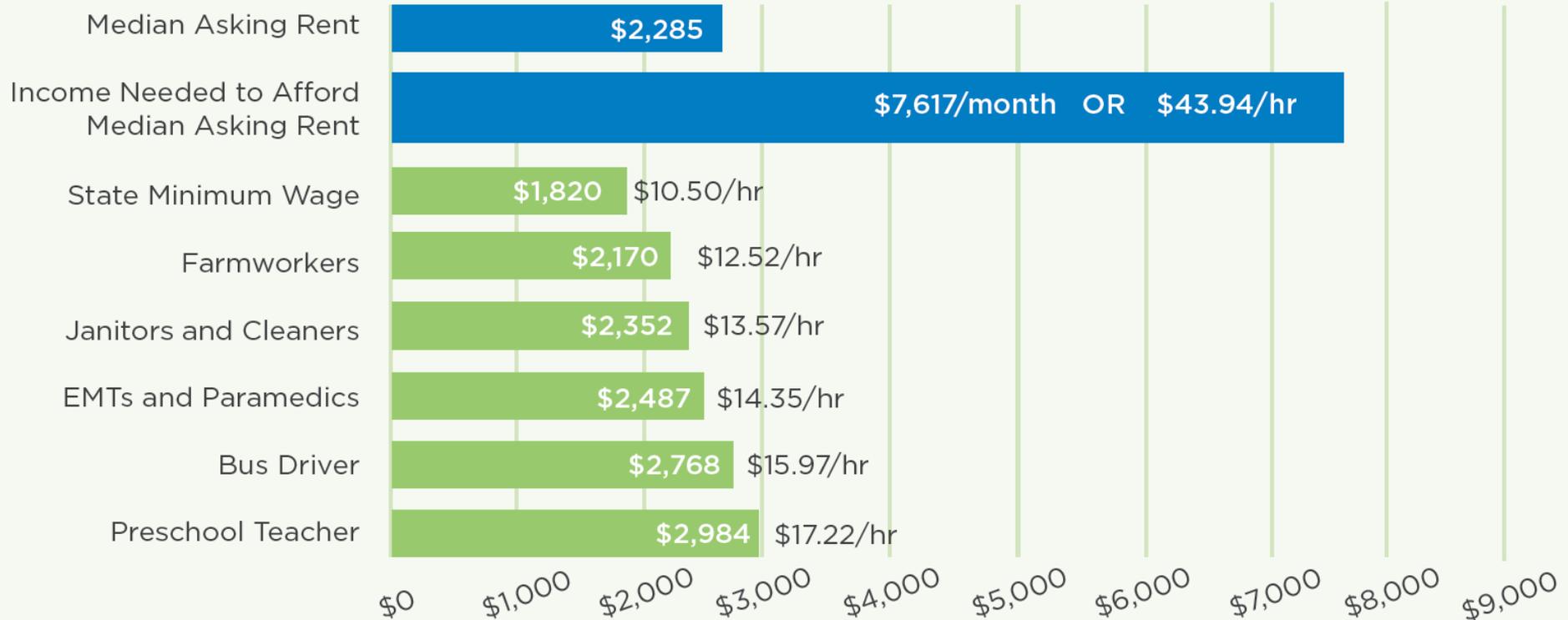
Sonoma County's lowest-income renters spend 68% of income on rent leaving little left for food, transportation, health expenses, and other needs.

Sonoma County needs 17,144 more affordable homes to accommodate the demand for housing.

Source: California Housing Partnership

GAP BETWEEN INCOMES AND RENTS

Sonoma County renters need to earn \$7,617 per month to afford median asking rents:

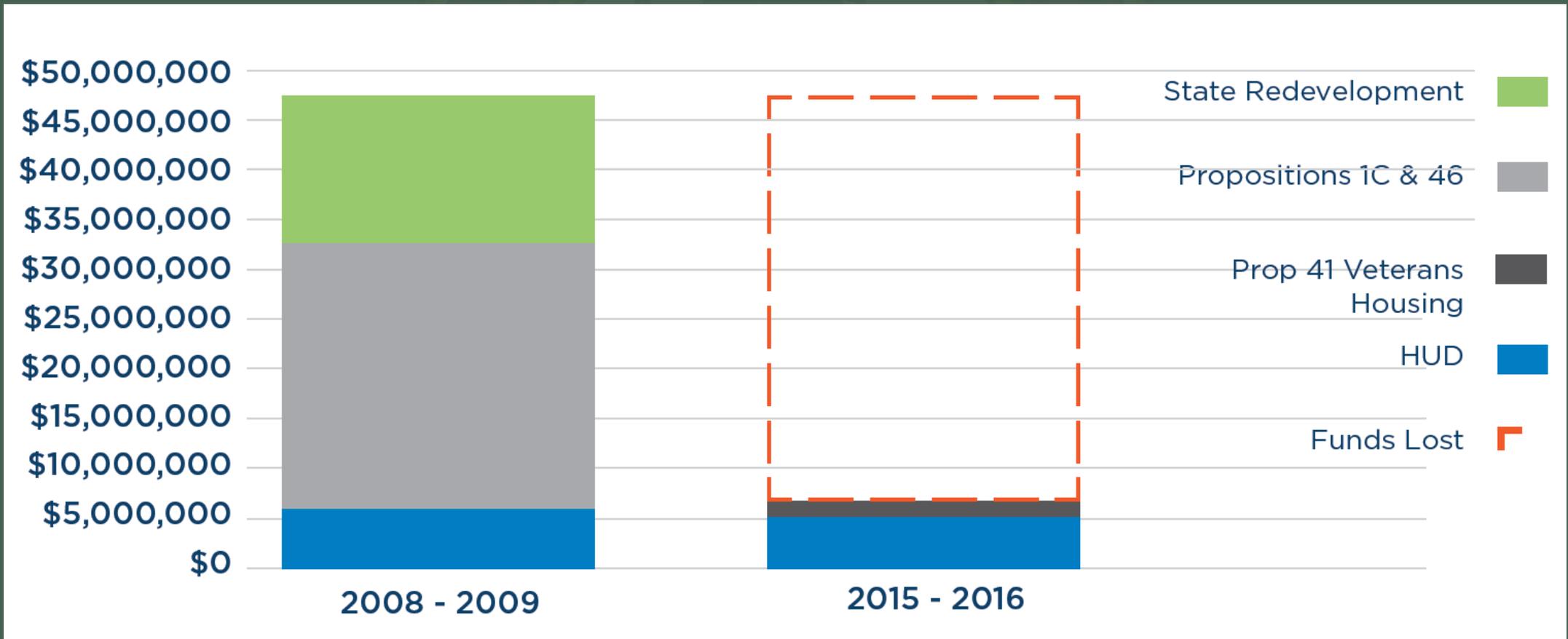


Source: Paul Waddell, Urban Analytics Lab, University of California, Berkeley, retrieved from analysis of online Craigslist listings on April 27, 2017. CHPC analysis of Bureau of Labor Statistics Median Annual Wage Data for CA Occupations in 2016.

Source: California Housing Partnership

CUTS TO HOUSING FUNDING

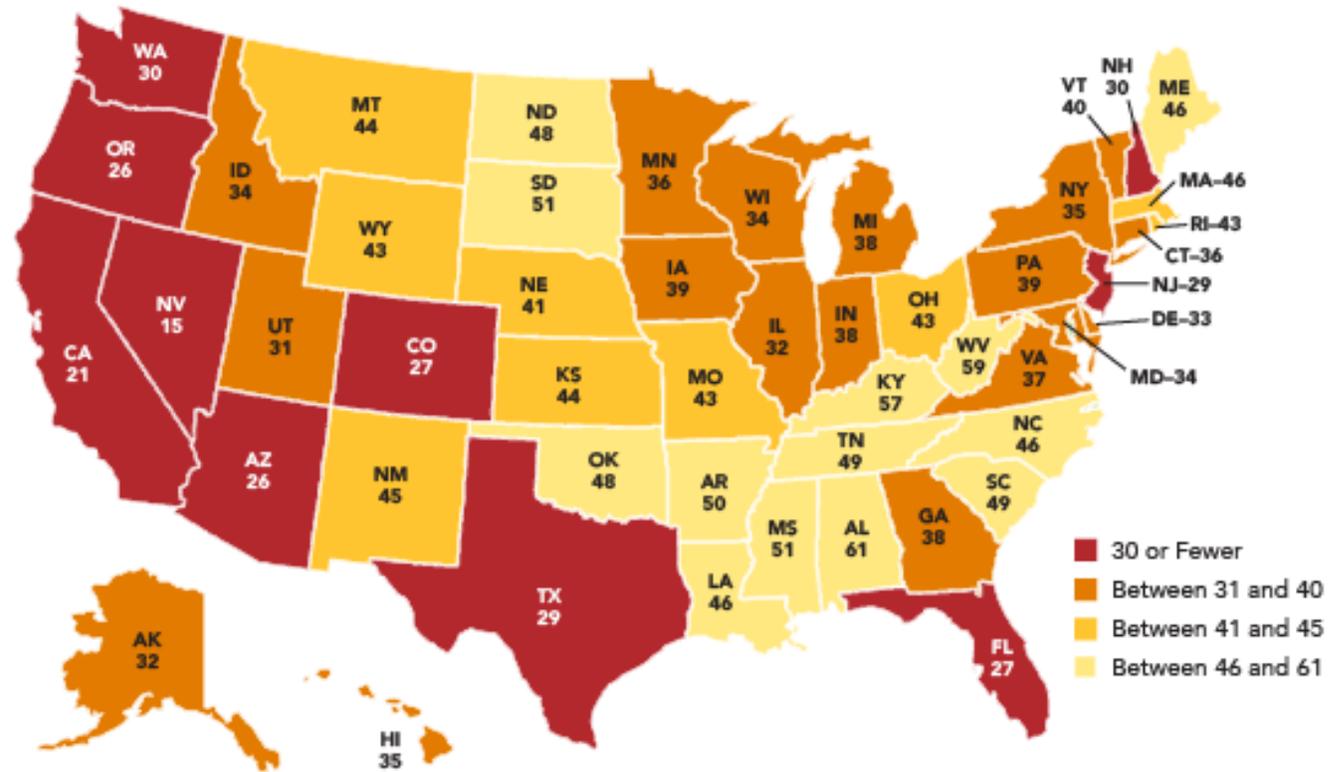
Sonoma County lost 87% of state and federal funding for housing between FY 2008-09 and FY 2015-16:



Source: California Housing Partnership

THE GAP

FIGURE 5: UNITS AFFORDABLE AND AVAILABLE PER 100 ELI RENTER HOUSEHOLDS BY STATE



Source: NLIHC tabulations of 2015 ACS PUMS data.
©2017, National Low Income Housing Coalition
The 2017 figures should not be compared to previous years, because of a change in the definition of extremely low income.



COUNTY FUND FOR HOUSING

Board of Supervisors Strategic Priority: Housing for All

Adopted in April of 2017

Increase pace of housing development at all income levels; collaborate with cities; focus development in urban centers

Use all available tools: flexible capital funding (CFH); streamlined permitting; leverage key County assets

Target: 3,375 new homes for all income levels by 2022

County Fund for Housing policy updates aim to address this strategic priority

COUNTY FUND FOR HOUSING

Leverages other public and private funds

Project Example

FETTERS APARTMENTS, BOYES HOT SPRINGS

60 units of family housing

Total Project Costs: \$27,432,309

Total CFH: \$1,400,000 (\$23k/unit)

Other CDC Funds: \$691k HOME, \$500k LMIHAF

Leverage: \$ 3,327,000 Private Lenders

\$ 600,000 Federal Home Loan Bank

\$ 20,914,000 Tax Credits

COUNTY FUND FOR HOUSING

Fetters Family Apartments



COUNTY FUND FOR HOUSING

Key Policy Updates

- 1 Allow use in incorporated cities and towns
- 2 Allow alternate project selection methods
- 3 Modify income targeting to achieve more leverage and increase production
- 4 Allow both grants and loans
- 5 Include preference for integration of health and human service programs

COUNTY FUND FOR HOUSING

Community Engagement

Building HOMES Toolbox

Homes for All Summit

Community Development Committee

Developer roundtable

City officials

BOARD OF SUPERVISORS POLICY INTERESTS

Addressed within solicitations:

- Achieving geographic diversity
- Cost containment

Addressed with further study:

- Sonoma County market assessment and gap analysis

RECOMMENDED ACTIONS

1. Approve amended County Fund for Housing Policy
2. Delegate authority for administration to CDC's Executive Director
3. Return to Board of Supervisors in October 2017 with specific recommendations regarding investing the \$1M in TOT designated for workforce housing

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 MAY 23, 2017**

Item #1 File: PLP 16-0034

Applicant: William Bettinelli

Owner: William Bettinelli

Staff: Gary O'Connor

Location: Geyserville Sup. Dist.:

APN: 140-030-15, 140-030-017, 140-030-023

Zoning: LIA (Land Intensive Agriculture), B6-20 acre density and Z (Second Dwelling Unit Exclusion).

Requested: 2 (two)

Size: Parcel 1: 2.26 ac. (-015 and -023 combined)
Parcel 2: 1.63 (-017)

Improvements: Parcel 1: House, barn, garage.
Parcel 2: House.

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 1491 of Official Records, Page 14, filed December 24, 1956 (-015)
Created by: Book 1424 of Official Records, Page 24, filed March 14, 1956 (-023)

Reference Documents: Book 2474 of Official Records, Page 786, filed July 27, 1970 (deed for Hwy. 101 leaving a remainder -015)

Reference Documents: Book 2500 of Official Records, Page 740, filed December 9, 1970 (deed for Hwy. 101 leaving a remainder -023)

Parcel 2: Created by: Book 1491 of Official Records, Page 14, filed December 24, 1956 (-017)

Reference Documents: Book 2474 of Official Records, Page 783, filed July 27, 1970
(deed for Hwy. 101 leaving a remainder -017)

Appeal Deadline: May 26, 2017



Sonoma County Board of Zoning Adjustments

ACTIONS

Sonoma County Permit and Resource Management Department
2550 Ventura Avenue, Santa Rosa, CA 95403
(707) 565-1900 FAX (707) 565-1103

Date: May 18, 2017
Meeting No.: 17-05

ROLL CALL

Larry Reed
Paula Cook
Willie Lamberson
John Lowry
Dick Fogg, Chair

STAFF MEMBERS

Jennifer Barrett
Melinda Grosch
Vanessa Starr
Danielle Letourneau, Secretary
Leslie Thomsen, County Counsel

BOARD OF ZONING ADJUSTMENTS REGULAR CALENDAR

Item No.: 1
Time: 1:05 PM
File: UPE14-0088
Applicant: Steve Martin Associates, Inc.
Owner: McQuown Enterprises LP – Silver Cloud Winery
Cont. from: N/A
Staff: Melinda Grosch
Env. Doc: Exempt for the purposes of denial. Public Resources Code (CEQA) Section 21080(b)(5)
Proposal: Request for a Use Permit for a new winery with a maximum annual production of 2,000 cases within existing buildings, tasting by appointment only, and eight agricultural promotional events with a maximum attendance of 50 people per event on a 160 acre parcel.
Location: 5700 Cavedale Road, Sonoma
APN: 053-051-029
District: 1
Zoning: RRD (Resources and Rural Development) 40 acres per dwelling, SR (Scenic Resources), RC 50/50 (Riparian Corridor), LG/MTN (Local Guidelines - Sonoma I Taylor I Mayacamas Mountains)
Action: Commissioner Fogg motioned to continue the Use Permit off calendar to a date uncertain and complete environmental review for possible approval. Seconded by Commissioner Lowry and passed with a 4-1 vote.
Appeal Deadline: N/A
Resolution No.: N/A

Vote:

Commissioner Reed Aye

Sonoma County Board of Zoning Adjustments Agenda

Date: May 18, 2017

Page 2

Commissioner Cook Aye
Commissioner Lamberson No
Commissioner Lowry Aye
Commissioner Fogg Aye

Ayes: 4
Noes: 1
Absent: 0
Abstain: 0

Item No.: 2
Time: 1:15 PM
File: ZPE17-0008
Appellant: Barry Swain
Applicant: Ali Tabibian
Owner: Tabibian-Akichika Family Trust
Cont. from: N/A
Staff: Vanessa Starr
Env. Doc: Statutorily exempt from CEQA as a ministerial project (Pub. Resources Code, § 21080(b)(1); CEQA Guidelines §§ 15268(a), 15002(i)(1))
Proposal: Appeal of a zoning permit for use of an existing single-family home as a vacation rental.
Location: 3380 Vigilante Road, Glen Ellen
APN: 054-110-047
District: 1
Zoning: DA (Diverse Agriculture) B6 10 (10 acre density) LG/MTN (Local Guidelines Taylor/Sonoma/Mayacamas Mountains) RC50/50 (Riparian Corridor) SR (Scenic Resource)

Action: Commissioner Fogg moved to deny the appeal and uphold staff approval. Seconded by Commissioner Cook and passed with a 5-0 vote.

Appeal Deadline: 10 calendar days
Resolution No.: 17-004

Vote:

Commissioner Reed Aye
Commissioner Cook Aye
Commissioner Lamberson Aye
Commissioner Lowry Aye
Commissioner Fogg Aye

Ayes: 5
Noes: 0
Absent: 0
Abstain: 0

Sonoma County Board of Zoning Adjustments Agenda

Date: May 18, 2017

Page 3

Item No.: 3

Time: 1:30 PM

File: N/A

Proposal: Approve a letter from the Board of Zoning Adjustments to the Board of Supervisors recommending that they initiate a General Plan Amendment and rezoning process to resolve the potential conflict on the extent of the Commercial Land Use Designations in Freestone.

Location: Twenty-six (26) parcels in Freestone

APNs: Various

District: 5

Action: Commissioner Lowry motioned to approve the mailing of the letter as drafted to the Board of Supervisors. Seconded by Commissioner Cook and passed with a 4-1 vote.

Appeal Deadline: N/A

Resolution No.: N/A

Vote:

Commissioner Reed	Aye
Commissioner Cook	Aye
Commissioner Lamberson	No
Commissioner Lowry	Aye
Commissioner Fogg	Aye

Ayes: 4

Noes: 1

Absent: 0

Abstain: 0

