

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

TUESDAY

JUNE 20, 2017

8:30 A.M.

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

Susan Gorin	First District	Sheryl Bratton	County Administrator
David Rabbitt	Second District	Bruce Goldstein	County Counsel
Shirlee Zane	Third District		
James Gore	Fourth District		
Lynda Hopkins	Fifth District		

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

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

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

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

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

Public Transit Access to the County Administration Center:

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

Santa Rosa CityBus: Rt. 14

Golden Gate Transit: Rt. 80

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

APPROVAL OF THE CONSENT CALENDAR

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

PUBLIC COMMENT

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

8:30 A.M. CALL TO ORDER

PLEDGE OF ALLEGIANCE

I. APPROVAL OF THE AGENDA

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

II. CONSENT CALENDAR

AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT

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

AND

REGIONAL PARKS

1. California Coastal Trail Segments and Kashia Coastal Reserve Recreation Covenant:
Adopt resolutions of the Board of Directors of the Sonoma County Agricultural Preservation and Open Space District (District) and the Board of Supervisors of Sonoma County (County) taking the necessary following actions:
 - A) Authorize the District's General Manager and the County's Director of Regional parks, respectively, to execute a funding agreement for planning, construction, operation, and maintenance of California Coastal Trail Segments on the Kashia Coastal Reserve and on Stewarts Point Ranch;
 - B) Authorize the President of the Board of Directors and the Chair of the Board of Supervisors, respectively, to execute a recreation covenant conveying from the County to the District an interest over the County's trail easement on the Kashia Coastal Reserve;
 - C) Authorize the Director of Regional Parks to accept, on behalf of the County, a grant from the State Coastal Conservancy for planning these trail segments; and
 - D) Make related determinations. (4/5ths Vote Required) (Fifth District)

SONOMA COUNTY WATER AGENCY

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

2. Santa Rosa Creek Conduit Repair (E Street through Santa Rosa Avenue) – Contract Award:
Authorize the Chair to execute a contract with T.P.A. Construction, Inc. for \$767,628 for construction of the Santa Rosa Creek Conduit Repair (E Street through Santa Rosa Avenue) Project and delegate authority to the General Manager of the Water Agency to execute the Agreement and Release of Any and All Claims. (Third District)
3. South Park County Sanitation District Blackwell Tract Sewer System and Santa Catalina Way Water System Replacement Project - Right of Way:
Authorize the General Manager to execute two Temporary Construction Easement Agreements, and the two Associated Agreements for Purchase and Sale of Property Rights. (Third District)

4. Accept FEMA Planning Grant:
 - A) Authorize the Water Agency's General Manager to execute a grant agreement with Governor's Office of Emergency Services to accept \$150,000 in grant funds to update the Water Agency's Local Hazard Mitigation Plan.
 - B) Adopt a Resolution designating the Water Agency's General Manager, Assistant General Managers, and Chief Engineer/Director of Groundwater Management to file applications and execute agreements for federal and/or state disaster financial assistance, effective for all open and future disasters for up to three (3) years from the date of approval.
5. Agreement to Purchase California Tiger Salamander Conservation Credit 2017:

Authorize Water Agency's General Manager to execute an agreement with Margaret West Conservation Preserve, LLC for purchase of California Tiger Salamander Conservation Credit in the amount of \$180,000 to offset potential negative impacts of necessary flood control maintenance activities.
6. Status Report on Emergency Repairs in Response to January and February Floods:
 - A) Review the status of emergency repairs at Mirabel and Wohler water supply facilities and determine it is necessary to continue the emergency repairs without advertising for competitive bids consistent with Public Contract Code section 22050.
 - B) Authorize and direct the General Manager of the Water Agency to continue making necessary repairs to, or replacement of, the Water Agency's water supply facilities, and to take any directly related and immediate action required by the emergency, and to procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts consistent with Public Contract Code section 22050. (4/5th Vote Required)

**AUDITOR-CONTROLLER TREASURER-TAX COLLECTOR/COUNTY
ADMINISTRATOR**

AND

COMMUNITY DEVELOPMENT COMMISSION

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

AND

SONOMA COUNTY WATER AGENCY

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

7. County of Sonoma Annual Audited Financial Reports for the Fiscal Year Ended June 30, 2016 and Fiscal Year 2015-16 Post Audit Budget Adjustments:
 - A) Accept the County of Sonoma Comprehensive Annual Financial Report for the year ended June 30, 2016. The Comprehensive Annual Financial Report (CAFR) provides a complete analysis of all of the County's financial activities and balances for the year. The CAFR includes an opinion from our independent auditor that the report fairly and accurately presents the financial position of the County.
 - B) Accept the Single Audit Reports for the year ended June 30, 2016, for County of Sonoma, Sonoma County Water Agency, the County of Sonoma Transportation Project Fund (Sonoma County Transit) and Sonoma County Community Development Commission. The objective of a single audit is to determine that the County has complied with the various requirements of federal grants received and to evaluate internal controls.
 - C) Receive and ratify the summary of 2015-16 Fiscal Year post audit budget adjustments required to close books in compliance with Generally Accepted Accounting Principles (GAAP). (4/5ths Vote Required)

BOARD OF SUPERVISORS

8. Approve the Minutes of the Meetings of March 7, 17, 21, and 28, 2017 and of April 4, 11, 25 and 28, 2017.

DISTRICT ATTORNEY

9. District Attorney Victim Services Restitution and Emergency Fund Grants:
Approve two Resolutions authorizing the District Attorney to renew grant programming with the California Victim Compensation Board:
- A) The Criminal Restitution Compact agreement for \$151,172 for a 2 year term, 7/1/17-6/30/19, to pay the majority of salary and benefits of a Restitution Specialist, helping victims obtain mandated restorative payments from defendants.
 - B) The Revolving agreement provides an advance of \$40,000 for a 3 year term, 7/1/17-6/30-2020, to help meet emergency needs of victims.

ECONOMIC DEVELOPMENT BOARD

10. 2017 Creative Sonoma Grants:
Authorize the Economic Development Board Director to execute contracts to award seven Arts Education Innovation Grants and seven Pop Up Creativity Grants to community non-profits in the interest of the public, in the total amount of \$84,000.

FIRE AND EMERGENCY SERVICES

11. Fire Suppression Services Agreement with the California Department of Forestry and Fire Protection:
Adopt a Resolution authorizing the Chair of the Board of Supervisors to execute Agreement #1CA03524 with the California Department of Forestry and Fire Protection to provide an Amador Plan services for Zone 9 (Wilmar, Lakeville, San Antonio, and Two Rock Volunteer Fire Companies) within Sonoma County Fire County Service Area #40, and command and control services as needed to all of County Service Area #40 areas, for an amount not-to-exceed \$246,052 for the period of July 1, 2017 - June 30, 2018. (Second and Fifth Districts)

GENERAL SERVICES/AUDITOR-CONTROLLER/TREASURER-TAX COLLECTOR

12. Professional Software Development Services for Sonoma County Energy Independence Program:
Authorize the Chair of the Board of Supervisors to execute a Professional Services Agreement with Eide Bailly LLP for the development and maintenance of a licensed Salesforce Customer Relationship Management software system for five years ending June 30, 2021 at not-to-exceed amount of \$260,000 for development, and \$215,000 for licensing to enhance the services and online tools available to constituents.

GENERAL SERVICES

13. Funding for Green Business Certification Services and Commercial Energy Efficiency Projects: Authorize the General Services Director to execute a Memorandum of Understanding with Sonoma Clean Power Authority to further develop services and outreach mechanisms to expand business participation in energy efficiency projects and green business certifications through August 31, 2017 for new revenue of \$30,000.
14. Administrator Services for City of Healdsburg Utility Incentive Program: Authorize multiple actions associated with General Services Energy and Sustainability division's responsibility for administration of the City of Healdsburg's Residential Utility Incentive Program, which enables community members to receive information and rebates for energy and water conservation measures, furthering the sustainability objectives of the city.
- A) Authorize a two (2) year extension of the amended Intergovernmental Service Agreement with the City of Healdsburg for General Services Energy and Sustainability to act as administrator for Healdsburg's Residential Utility Incentive Program for two years ending June 24, 2019 for revenue of \$15,000/year.
- B) Authorize the General Services Director upon mutual agreement with the City of Healdsburg City Manager to execute options to extend two (2) additional two (2) year terms beyond the above mentioned extension ending on June 24, 2019. (Fourth District)
15. Extension of the event management agreement for the Santa Rosa Veterans Memorial Building: Authorize the Chair to sign Amendment for an extension of event management agreement with Sonoma County Fair and Exposition for the period of July 1, 2017 through June 30, 2018 for a contract amount of \$120,000 which will benefit the community by keeping the Santa Rosa Veterans Memorial Building open and available for both Veterans and community users, and continue to honor paid future reservations.

HEALTH SERVICES

16. Behavioral Health Services Agreements:
- A) Authorize the Director of Health Services to execute agreements for mental health and substance use disorder services with a term beginning in FY 17-18 and ending no later than June 30, 2020, for a not to exceed amount of \$39,574,362 annually.
- B) Authorize the Director of Health Services to execute support services agreements for behavioral health services with a term beginning in FY 17-18 and ending no later than June 30, 2020, for a not to exceed amount of \$3,298,857 annually.
17. Realignment Fund Transfer:
- A) Authorize a \$1,066,850 transfer of fiscal year 2016-2017 1991 State Realignment funds from the Health Realignment Special Revenue Fund to the Mental Health Realignment Special Revenue Fund based upon the finding that the reallocation is the most cost-effective use of available resources to maximize client outcomes.
- B) Adopt a resolution adjusting the fiscal year 2016-2017 final budget by transferring \$1,066,850 from the Health Realignment Special Revenue Fund to the Mental Health Realignment Special Revenue Fund. (4/5 vote required)

18. Delegated Contract Authority for State and Federal Revenue Agreements:
Adopt a resolution delegating authority to the Director of Health Services, or designee, to accept funding allocations for the County of Sonoma and execute revenue agreements, amendments, and related documents received in FY 17-18 as necessary to receive revenue from state and federal agencies.

HUMAN RESOURCES
AND
SONOMA COUNTY WATER AGENCY
AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT

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

AND
COMMUNITY DEVELOPMENT COMMISSION

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

19. Alvarez Associates LLC – First Amendment to Workplace Security Consultation Agreement:
Authorize the Director of Human Resources to execute a First Amendment to the Agreement with Alvarez Associates LLC for workplace security consultation services, amending the payment maximum from \$100,000 per contract year to the not-to-exceed agreement amount of \$300,000 for the three year term of the agreement, with no change to the agreement amount or term ending June 30, 2019.

SHERIFF'S OFFICE

20. Agreement for Supplemental Law Enforcement Services with Bohemian Grove:
Authorize the Sheriff to execute the Supplemental Law Enforcement Services Agreement with Bohemian Grove for its 2017 Encampment event from July 12, 2017 through July 30, 2017 for revenue in the amount of \$144,183 to ensure the safety of Sonoma County citizens and visitors of the Russian River vicinity. (Fifth District)

TRANSPORTATION AND PUBLIC WORKS

21. State Match Program Agreement:
Adopt a resolution authorizing the Chair to execute State Match Program Agreement X17-5920(155) for advancement of up to \$100,000 in Streets and Highways Code Section 182.9 State Highway Account funds to be used as match for federally funded Wohler Road Bridge over Russian River project for the 2017-18 fiscal year. (Fifth District)

APPOINTMENTS/ REAPPOINTMENTS

22. Appoint Lisa Mead to the Alcohol and Drug Problems Advisory Board for a three year term beginning on June 20th, 2017 and ending on June 20th, 2020. (Second District)
23. Association of California Water Agencies Region One Board of Directors Nomination for Brad Sherwood:
Approve a resolution supporting the participation of Mr. Brad Sherwood as Chair on the Region One Board of Directors of the Association of California Water Agencies during the 2018-2019 Term.

24. Approve re-appointment of Don McEnhill to Agricultural Preservation and Open Space District Advisory Committee, Environmental Representative, for a term of two years, retroactively beginning January 1, 2017 and ending January 1, 2019. (Third District)
25. Approve re-appointment of Cary Fargo to Agricultural Preservation and Open Space District Advisory Committee, Real Estate Representative, for a term of two years, retroactively beginning January 1, 2017 and ending January 1, 2019. (Third District)

PRESENTATIONS/GOLD RESOLUTIONS

PRESENTATIONS AT THE BOARD MEETING

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

26. Adopt a Gold Resolution Commending Michael Dillabough (Sonoma County Water Agency)
27. Adopt a resolution recognizing Chief Ronald Pomi on his retirement after 50 years with the San Antonio Volunteer Fire Department. (Second District)

III. REGULAR CALENDAR

TRANSPORTATION AND PUBLIC WORKS

28. Re-issuance of County Notes to Fund Airport Capital Improvement Projects:
Approve and adopt resolutions authorizing the re-issuance of two County Notes to support capital improvement projects at the Sonoma County Airport in the amounts of \$3,500,000 for the Runway Safety Area Improvement Project and \$2,200,000 for Terminal and Long Term Parking Lot Expansion, with terms ending June 15, 2018. (4/5th Vote Required)

SONOMA COUNTY WATER AGENCY

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

29. Dry Creek Partnership Agreement Update:
Accept the updated Dry Creek Continuing Authorities Program 1135 Detailed Project Report from the U.S. Army Corps of Engineers and Authorize the Chair to sign a Project Partnership Agreement with United States Army Corps of Engineers for funding habitat enhancement work in Dry Creek. (Fourth District)

GENERAL SERVICES

30. **10:00 A.M.** - Proposed sale of the Chanate Campus to the Chanate Community Development Partners, LLC:
Adopt a Resolution introducing an Ordinance (i): approving a Development and Disposition Agreement authorizing the sale of the 81.56-acre County-owned Chanate property; (ii) making certain findings; and (iii) authorizing multiple actions relating to the sale of the 81.56-acre Chanate property, furthering the strategic priority of Housing for All. The proposed sale will result in the development of up to 800 new residential units, including 20% at rates affordable to very low income households, and up to 60 veteran units available to Veterans Supportive Housing qualified homeless Veterans. (4/5th Vote Required) (Third District)

COMMUNITY DEVELOPMENT COMMISSION

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

AND

SONOMA COUNTY WATER AGENCY

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

AND

COUNTY ADMINISTRATOR

31. Purchase and Sale of Real Property Located at 2150 W. College Ave. Santa Rosa:
Take, approve and authorize the following actions, and make the following findings to support the Board's priority of Housing for All;
- A) Board of Directors to approve a resolution making certain findings and authorizing and approving the sale of the surplus real property located at 2150 W. College Avenue, Santa Rosa by the Sonoma County Water Agency for \$4.2 million to the Sonoma County Community Development Commission; and Board of Commissioners to authorize the Sonoma County Community Development Commission to purchase and own said property, subject to an easement reserved by the Water Agency and an Offer to Dedicate a Trail Easement to the City of Santa Rosa.
 - B) Board of Supervisors to approve a resolution authorizing the issuance of a one-year note by the County of Sonoma, to be purchased by the Sonoma County Treasurer using Treasury pool funding, in the amount of \$4.2 million, with an interest rate equal to base Treasury pool investment rate plus 75 basis points (0.75%), and authorizing the County Administrator or her designee to take all actions necessary to issue the Note.
 - C) Board of Directors and Board of Commissioners to authorize the Executive Director of the Community Development Commission and the General Manager of the Water Agency or their designees to take all actions necessary to complete the purchase and sale of the property.
 - D) Board of Commissioners to Authorize the Executive Director of the Community Development Commission to issue a Request for Proposals for development of housing on the property once the Commission has acquired the property.
 - E) Board of Commissioners to authorize the Executive Director of the Community Development Commission to grant the Water Agency a temporary construction easement to facilitate the Water Agency's construction of an extension of its maintenance road along the College Creek Flood Control Channel to West College Avenue, which extension will be placed entirely within the Water Agency's permanent easement area.
 - F) Direct staff to develop a community engagement plan for the development of the property. (4/5ths Vote Required) (Fifth District)

COUNTY COUNSEL/COUNTY ADMINISTRATOR

32. Graton Rancheria Low Income Housing Development Agreement:
Authorize the Chair to execute a Local Cooperative Agreement with the Federated Indians of Graton Rancheria for two single family homes in Southeast and Southwest Santa Rosa to assist in the creation of Low Income Indian Housing. (Third District)

BOARD OF SUPERVISORS

33. Fee Waiver:
Approve Fee Waiver in the amount of \$632.00 for the Kenwood 4th Hometown Parade. (First District)

34. Fee Waiver:
Approve waiver of Sheriff's Office and Probation Department fees in the amount of \$2900 to provide fingerprint services for the Boys and Girls Clubs of Central Sonoma County. (Second District)
35. Fee Waiver:
Approve request for Kiwanis Club of Cloverdale Foundation a fee waiver in the amount of \$2,007 for the Zoning Permit Level III fee, the Environmental Review CEQA Exemption fee, the Health Review Served by Public Utilities fee, and the Technology Enhancement Fee Permit Type III Fees for the Cloverdale Kiwanis Vineyard Races which will serve as a fundraiser to provide free reading books to children who reside in Cloverdale. (Fourth District)

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

IV. CLOSED SESSION CALENDAR

37. Conference with Legal Counsel - Existing Litigation, pursuant to subdivision (a) of Section 54956.9(d)(1) Name of Case: County of Sonoma v. Celeste Baker Mendioure Estate, et al., Paul Joseph Mendiboure, Pierre Jean Mendiboure, Rene Adrian Mendiboure, and Does 1 to 20, inclusive. Sonoma County Superior Court Case No. SCV 254612.
38. The Board of Supervisors will consider the following in closed session: Threat to Public Services or Facilities – Consultation with: Sheriff's Department and Risk Management representatives. (Government Code Section 54957(a)).

V. REGULAR AFTERNOON CALENDAR

39. **RECONVENE FROM CLOSED SESSION**
40. **REPORT ON CLOSED SESSION**
41. **REPORT ON JUNE 16, 2017 SPECIAL CLOSED SESSION**

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

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

42. **2:00 P.M. 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.)

PERMIT AND RESOURCE MANAGEMENT DEPARTMENT

43. **2:20 P.M.** - Minor Subdivision and Zone Change to Remove B7 (Frozen Lot Size) Zoning Adopt the Mitigated Negative Declaration, adopt the Resolution approving the Minor 2-Lot Subdivision, and adopt the Ordinance approving the Zone Change for the property located at 21260 Hyde Road, Sonoma (APN# 126-052-030). (First District)
44. **2:20 P.M.** - Vacation of public right-of-way on portion of Rio Lindo Avenue, Healdsburg, SUR15-0050 and sale of the unencumbered fee interest to adjacent landowner: Conduct public hearing and adopt a resolution making certain findings, ordering the vacation and conveyance of a portion of Rio Lindo Avenue to the petitioners, Denis Moore and Paul Garza as community property, and authorizing the Chair to sign all instruments as may be necessary to effectuate the conveyance, provided they are in a form approved by County Counsel. (Fourth District)

COUNTY ADMINISTRATOR

45. FY 17-18 Advertising Program Grant Awards:
Approve Fiscal Year 2017-18 Advertising and Promotions Program grant awards and funding allocation and Authorize the County Administrator to execute contracts with the non-profit grantees for a total of \$12,024,693.

TRANSPORTATION AND PUBLIC WORKS/GENERAL SERVICES

46. Update on Sonoma County Transit's efforts to coordinate with Sonoma Marin Area Rail Transit service and General Services' Clean Commute Initiative:
Receive informational report on Sonoma County Transit's efforts to coordinate with Sonoma Marin Area Rail Transit service, including discussion of new Connector and Shuttle Routes, and an update on the Sonoma County Clean Commute Initiative. (Informational Only)
47. 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>)

48. **ADJOURNMENT**

NOTE: The next Board Meeting will be a Regular Meeting held on July 11, 2017 at 8:30 a.m.

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

July 11, 2017 at 2:20 p.m. – PRMD – Paseo Vista Subdivision



County of Sonoma Agenda Item Summary Report

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

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

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

Board Agenda Date: June 20, 2017

Vote Requirement: 4/5

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

Staff Name and Phone Number:

District: Sara Press, 565-7368
Regional Parks: Steve Ehret, 565-1107

Supervisorial District(s):

Fifth District

Title: California Coastal Trail Segments and Kashia Coastal Reserve Recreation Covenant

Recommended Actions:

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

- A. Authorize the District's General Manager and the County's Director of Regional parks, respectively, to execute a funding agreement for planning, construction, operation, and maintenance of California Coastal Trail Segments on the Kashia Coastal Reserve and on Stewarts Point Ranch;
- B. Authorize the President of the Board of Directors and the Chair of the Board of Supervisors, respectively, to execute a recreation covenant conveying from the County to the District an interest over the County's trail easement on the Kashia Coastal Reserve;
- C. Authorize the Director of Regional Parks to accept, on behalf of the County, a grant from the State Coastal Conservancy for planning these trail segments; and
- D. Make related determinations.

Executive Summary:

The County currently holds trail easements over two separate segments of the California Coastal Trail in northwest Sonoma County: a one-mile segment on the Kashia Coastal Reserve and a one-mile segment on the Stewarts Point Ranch (see Attachment 1). The District holds conservation easements over both of these properties. The Regional Parks intends to plan, construct, and open these segments over the next few years. Regional Parks has been awarded \$160,000 by the State Coastal Conservancy to prepare a public access plan and trail designs, permit applications and environmental documents for development of these two trail segments. In addition, the County has requested Initial Public Access, Operation and Maintenance funds from the District pursuant to the District's Initial Public Access, Operation and Maintenance policy.

Pursuant to the District’s Initial Public Access, Operation and Maintenance policy, funds may be expended on District protected recreational lands. The District requires a recreation covenant to ensure public recreational use in cases where Initial Public Access, Operation and Maintenance funds will be expended. The District already holds a recreation covenant over the trail easement on the Stewarts Point Reserve but still requires a recreation covenant over the trail easement on the Kashia Coastal Reserve in order to provide Initial Public Access, Operation and Maintenance funding.

In order to open these trail segments, the District and the County must enter into a Funding Agreement and the County must convey a recreation covenant over the trail easement on the Kashia Coastal Reserve to the District.

Discussion:

Property Backgrounds

Kashia Coastal Reserve

The 688-acre Kashia Coastal Reserve is located approximately three miles south of Stewarts Point, between and adjacent to Salt Point State Park and the Sonoma Land Trust’s Rocky Point conservation easement. The Kashia Coastal Reserve is bisected by the Highway One scenic corridor and includes nearly one mile of coastline. The property is primarily forested with open grassland along the coast. Three intermittent creeks traverse the property from the ridgetop on the east down to the ocean. The property also contains approximately 500 acres of priority coniferous forest which provides habitat for a diversity of wildlife, including threatened and sensitive species. The property had been in the Richardson family for many generations and is now owned by the Kashia Band of the Pomo Indians of Stewarts Point Rancheria (the Kashia). It has been used for residential use and logging of redwood and Douglas-fir.

On December 10, 2015, the District acquired a conservation easement over the Kashia Coastal Reserve. As part of the same transaction, the County acquired a trail easement for an approximate one-mile segment of the California Coastal Trail on the coastal side of Highway One north of Salt Point State Park (see Attachment 2).

Stewarts Point Ranch

The 868-acre Stewarts Point Ranch property is located adjacent to the historic town of Stewarts Point. The Stewarts Point Ranch is situated on both sides of Highway 1, and along the north side of Skaggs Springs - Stewarts Point Road, both of which are General Plan-designated scenic corridors. The property includes one mile of coastal bluff, and extends inland east over about two miles of forestland to the South Fork Gualala River, where the property fronts along approximately 1.7 miles of the Gualala River. Habitats on the property include coastal grassland, Bishop pine forest, and second-growth redwood forest with scattered legacy trees, late seral redwoods, and sag ponds. Historic uses of the property include grazing on the coastal terrace and timber operations on the east side of Highway One.

On January 13, 2017, the District acquired a conservation easement over the Stewarts Point Ranch property. As part of the same transaction, the County acquired a trail easement for another one-mile segment of the California Coastal Trail on the coastal side of Highway One (see Attachment 3). In addition, the County conveyed a recreation covenant to the District over the trail easement.

Initial Public Access and Operation and Maintenance Policy and Fund Status

In accordance with the District’s Measure F Expenditure Plan and its Initial Public Access, Operation and Maintenance Policy, the District may expend up to 10% of its annual sales tax revenue on initial public access, operation and maintenance. As of June 30, 2016, the District had an estimated \$3,525,440 available in this fund. In addition to the existing reserve, the District will record 10% of annual open space tax revenue each year (annual average estimate is over \$2M) into this fund, as outlined below.

Beginning reserve balance as of June 30, 2016:	\$3,525,440
Estimated 10% of FY 2016-17 Sales Tax revenues:	\$2,278,130
Estimate of FY 2016-17 expenditure of eligible Initial Public Access, Operation and Maintenance costs:	(\$2,379,000)
Committed Initial Public Access, Operation and Maintenance funds for future fiscal years:	(\$1,024,433)
Estimated Initial Public Access, Operation and Maintenance reserve as of June 30, 2017, accounting for committed future funds:	\$2,400,137

Attachment 4 lists the properties currently receiving Initial Public Access, Operation and Maintenance funds. The District anticipates requests from Regional Parks for at least two additional properties - Carrington Ranch and Mark West Regional Park and Open Space Preserve - next fiscal year (2017-18).

Funding Request

Regional Parks has provided a cost estimate of \$1,526,000 to plan for and build the Coastal Trail segments on Kashia Coastal Reserve and Stewarts Point Ranch for a total estimated cost. Regional Parks states that there will be a cost savings by planning for and constructing both trail segments at the same time. Regional Parks has also provided a cost estimate to operate and maintain the trail easement areas.

The Coastal Conservancy (Conservancy) has previously recommended a grant to Regional Parks of \$160,000 toward planning, and anticipates recommending an additional amount for construction. The funding for planning identified in the Initial Public Access, Operation and Maintenance request to the District would provide \$160,000 in matching funds for the Conservancy grant.

Regional Parks has requested a total of \$862,143 from the District for planning, construction, operations and maintenance of the trails on the Kashia Coastal Reserve and Stewarts Point Ranch. The table below shows the Initial Public Access, Operation and Maintenance request to the District (see Attachment 5 for more details).

Category	Activity	Cost Estimate
Planning	Resource studies, planning, California Environmental Quality Act, outreach, regulatory permits, project management	\$160,000
Construction	Design, bidding, mitigation, permits, construction, construction management, monitoring	\$604,000
Operations	Patrols, enforcement, emergency response, sanitation services	\$51,216
Maintenance	Infrastructure repair, mowing, storm water management	\$46,927

Total		\$862,143
<p><u>Current Project</u></p>		
<p>Funding Agreement</p>		
<p>In order to receive District funding, the District and Regional Parks will execute a Funding Agreement (see On File #1) that covers both properties and specifies the types of costs that are eligible for reimbursement. No reimbursement will occur until Regional Parks submits, and the District approves, a Work Plan that more specifically describes the work and costs associated with the activities on each property, and the appropriate background documentation is submitted.</p>		
<p>Kashia Recreation Covenant</p>		
<p>Associated with Regional Parks’ request for Initial Public Access, Operation and Maintenance funding for the trail on the Kashia Coastal Reserve, the District is proposing to acquire a Recreation Covenant (see On File #2) over the trail easement located on the property, ensuring that the trail will remain open to the public in perpetuity (see Attachment 6). The Recreation Covenant requires that the trail on the property be opened to the public by December 31, 2019. If there are extraordinary circumstances, such as coastal permitting delays, Regional Parks could request a one-time, two-year extension.</p>		
<p>In connection with recording the Recreation Covenant, the District’s General Manager will obtain the consent and a limited waiver of sovereign immunity from the Kashia to ensure that the District has the ability to enforce the Recreation Covenant in the future.</p>		
<p><u>Conformance with Adopted Plans</u></p>		
<p>2020 Sonoma County General Plan</p>		
<p>The funding agreement and recreation covenant further goals in Sonoma County’s General Plan 2020, specifically in the Open Space and Resource Conservation, and Public Facilities and Services Elements, including establishing a countywide park and trail system that meets future recreational needs of the County's residents while protecting agricultural uses (Goals OSRC-17 and PF-2).</p>		
<p>District Acquisition Plan: Connecting Communities and the Land</p>		
<p>The funding agreement and recreation covenant furthers objectives and policies in the District’s acquisition plan, specifically in the Recreation and Education category, to partner to expand trail linkages.</p>		
<p><u>California Environmental Quality Act (CEQA)</u></p>		
<p>The District's acceptance of a recreation covenant over the Kashia Coastal Reserve property (the “Project”) is categorically exempt from CEQA on several grounds. The purpose of the Project is to maintain the open space character of the property (see CEQA Guidelines Section 15317); and to preserve lands for park purposes (CEQA Guidelines Sections 15325(f)).</p>		
<p>The District’s grant of funds for initial public access, operation and maintenance activities is categorically exempt from CEQA pursuant to 14 California Code of Regulations sections 15304 (minor alterations to the land); 15311 (accessory structures); and 15316(a) (transfer of ownership of land in order to create parks when a management plan has not been prepared). Capital improvements have not yet been determined and will be fully analyzed under CEQA as a condition to the release of any District funding.</p>		

Recommendation

Adopt a resolution of the Board of Directors of the Sonoma County Agricultural Preservation and Open Space District:

1. Authorizing the District General Manager to execute a Funding Agreement with Regional Parks to provide a contribution to planning, constructing, operating and maintaining two coastal trail segments; and
2. Approving the acquisition of a recreation covenant over the trail easement on the Kashia Coastal Reserve; and
3. Authorizing the Board President to execute the recreation covenant and associated certificate of acceptance; and
4. Determining that the acquisition of the recreation covenant is consistent with the 2020 Sonoma County General Plan; and
5. Directing the filing of a notice of determination in compliance with the California Environmental Quality Act; and
6. Authorizing all other actions necessary to establish a recreation covenant on the Kashia Coastal Reserve.

Adopt a resolution of the Board of Supervisors of Sonoma County Regional Parks:

1. Authorizing the Director to execute a Funding Agreement with the District to receive a contribution to planning, constructing, operating and maintaining two coastal trail segments; and
2. Authorizing the Chair to execute a recreation covenant conveying to the District an interest over the trail easement on the Kashia Coastal Reserve; and
3. Authorizing all other actions necessary to establish a recreation covenant on the Kashia Coastal Reserve.

Adopt a resolution of the Board of Supervisors of Sonoma County Regional Parks:

1. Accepting a \$160,000 grant from the State Coastal Conservancy for the Kashia Coastal Reserve and Stewarts Point Ranch Coastal Trail Plan; and
2. Authorizing the Regional Parks Director to execute and administer the grant agreement.

Adopt a resolution of the Board of Supervisors of Sonoma County Regional Parks adjusting the FY2016-2017 Budget by increasing revenues in the Regional Parks Department Coastal Trail Kashia Pomo and Stewarts Point projects to reflect the receipt of a grant from the State Coastal Conservancy and Initial Public Access, Operation and Maintenance funding from the District for planning and implementing this Coastal Trail project.

Prior Board Actions:

August 16, 2016: the District’s Board of Directors approved acquisition of a conservation easement and recreation covenant over the Stewarts Point Ranch (Resolution No. 16-0306) and the Board of Supervisors approved the County’s acquisition of a trail easement on a coastal portion of the Stewarts Point Ranch (Resolution No. 16-0309).

May 24, 2016: the Board of Supervisors received the County of Sonoma Capital Project Plan 2016-2021, including these California Coastal Trail projects.

October 13, 2015: the District’s Board of Directors approved acquisition of a conservation easement over the Kashia Coastal Reserve (Resolution No. 15-0411) and the Board of Supervisors approved the County’s acquisition of a trail easement on a coastal portion of the Kashia Coastal Reserve and executed an Easement Agreement (Resolution No. 15-0412).

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

These projects will provide public access along two new segments of the California Coastal Trail and ensure they are open to the public in perpetuity.

Fiscal Summary

Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses		\$862,143	
Additional Appropriation Requested	\$160,000		
Total Expenditures	\$160,000	\$862,143	

Funding Sources

General Fund/WA GF			
State/Federal	\$160,000		
Fees/Other		\$862,143	
Use of Fund Balance			
Contingencies			
Total Sources	\$160,000	\$862,143	

Narrative Explanation of Fiscal Impacts:

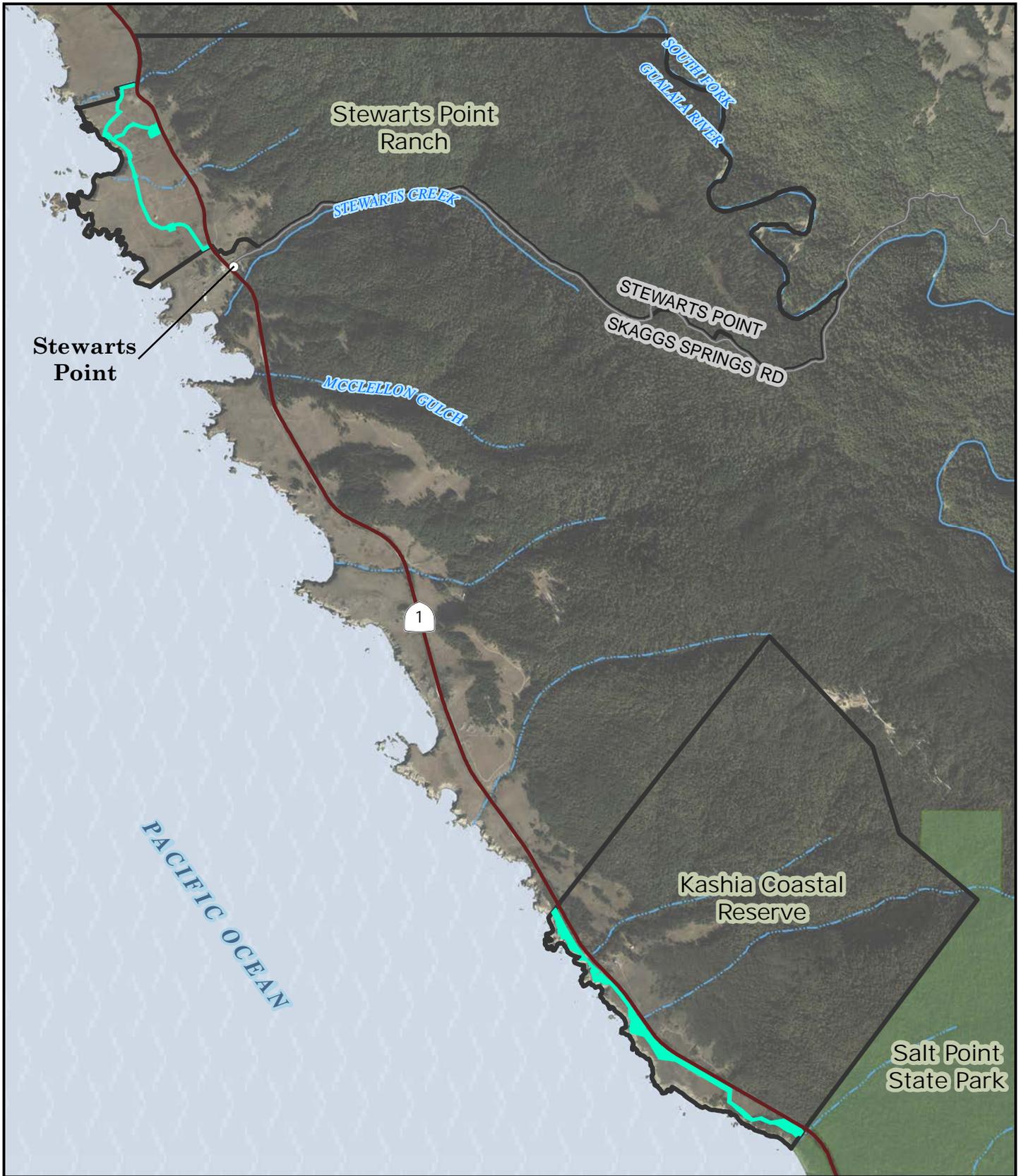
There is adequate budget in the District’s Initial Public Access, Operation and Maintenance Fund for the \$862,143 expenditure in the proposed FY 17-18, although it is likely that the funds will be expended over three fiscal years. Adequate budget will be included in the FY 18-19 and FY 19-20 budgets.

Regional Parks’ project budget includes additional appropriation for the State Coastal Conservancy grant of \$160,000 plus \$862,143 for the District’s Initial Public Access, Operations & Maintenance funding.

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. Location Map 2. Kashia Coastal Reserve Trail Easement Map 3. Stewarts Point Ranch Trail Easement Map 4. Initial Public Access, Operation and Maintenance Fund Properties 5. Regional Parks' IPA and O&M Request to District 6. General Plan 2020 Kashia Coastal Reserve Map 7. Resolution of District Board of Directors 8. Resolution of County of Sonoma Board of Supervisors – Recreation Covenant and District funding agreement 9. Resolution of County of Sonoma Board of Supervisors – Conservancy grant 10. Resolution of County of Sonoma Board of Supervisors – Budget adjustment 			
Related Items "On File" with the Clerk of the Board:			
<ol style="list-style-type: none"> 1. Coastal Trail Segments Funding Agreement 2. Kashia Coastal Reserve Recreation Covenant 3. Certificate of Acceptance (District) 4. Notice of Exemption (District) 5. Exhibit A – Budget Resolution (County) 			



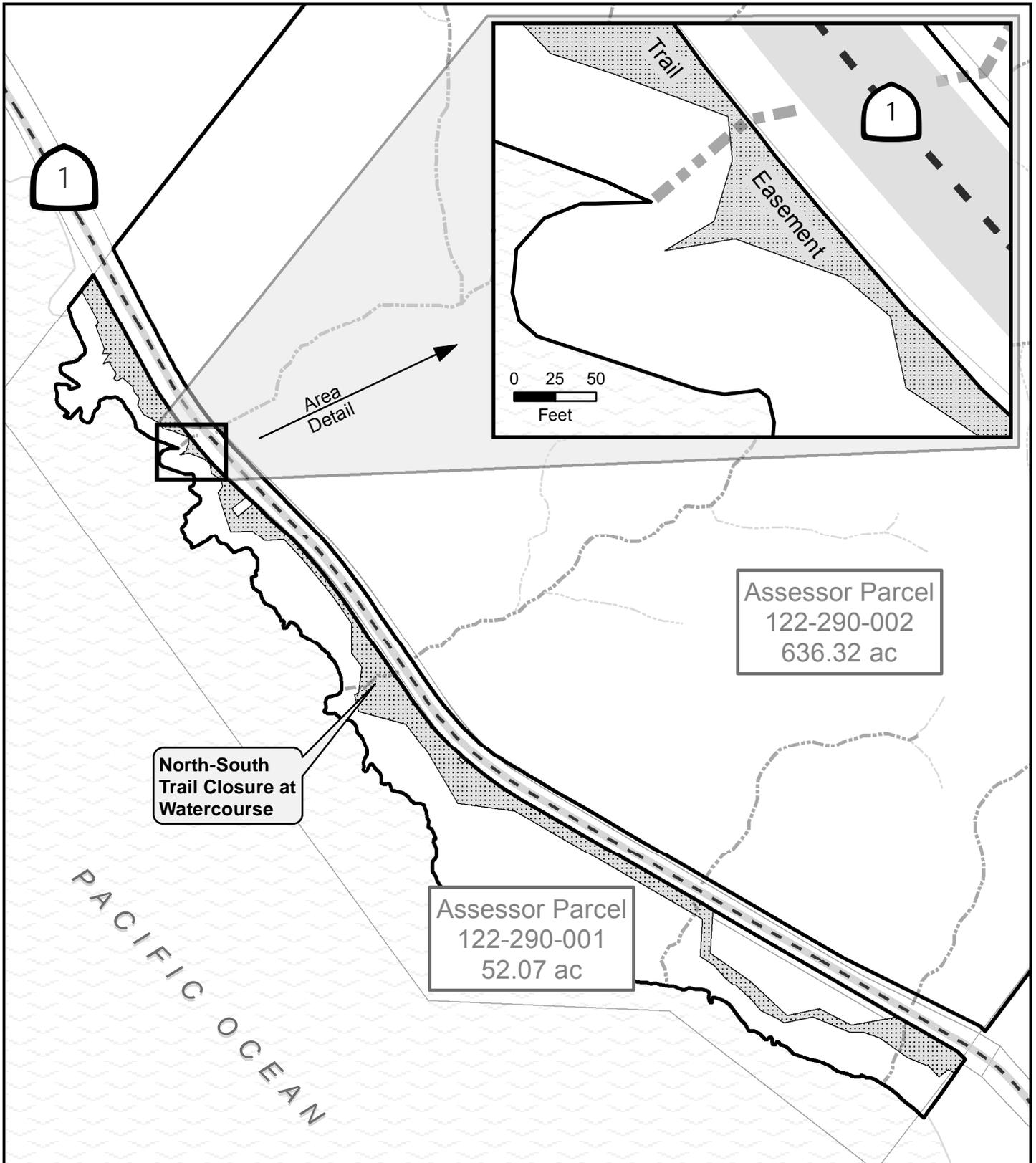
Kasha Coastal Reserve and Stewarts Point Ranch



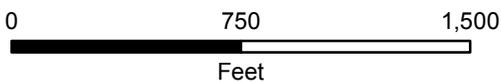
- Perennial Waterway
- - - Intermittent Stream
- Trail Easement
- Protected by District Conservation Easement



Map Date: 5/25/2017
Sources: SCWA (streams); CPAD (protected lands); County GIS (roads); WSI/UMD/NASA (2013 imagery)
This map is for illustrative purposes; it is not intended to be a definitive property description.



Kashia Coastal Preserve Trail Easement - Exhibit B

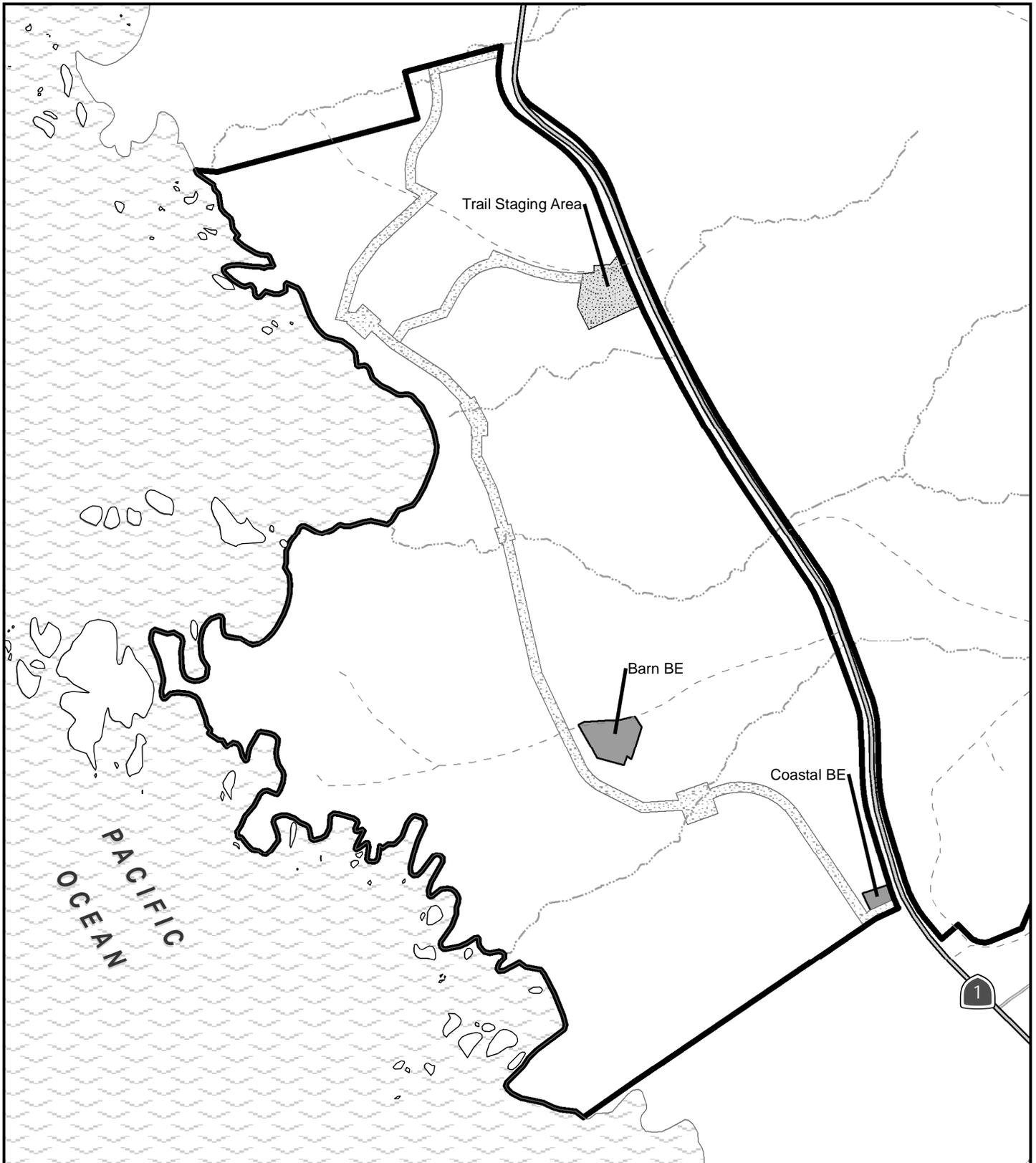


- Watercourse Class II *
- Watercourse Class III *
- Trail Easement **
- ▭ Kashia Coastal Preserve Boundary †
- ▭ Assessor Parcel

* Watercourses identified by M.Green; digitized from LiDAR DEM by C.Kendall.
 ** Based upon Record of Survey by Pacific Land Surveyors dated November 2015.
 † Based upon Record of Survey by Pacific Land Surveyors dated November 2015, NOAA shoreline data, and Assessor records.

Map Date: 12/8/2015
 Sources: County GIS (parcels, roads); NOAA (shoreline)
 This map is for illustrative purposes only and is not intended to be a definitive property description.





**Exhibit C:
Stewart's Point Ranch
Trail Easement Map**



0 250 500
Feet

- Perennial Waterway
- Intermittent Stream
- Highway
- Ranch Road

- Building Envelope *
- Trail Easement
- Trail Staging Area

- Property Boundary **

* Identified in Conservation Easement.
** Property boundary extends to ordinary high water mark.

Map Date: 12/22/2016
Sources: Sources: SoCo GIS (roads, parcels);
Save the Redwoods League (ranch roads);
NASA/WSI/UMD/Tukman (streams)
This map is for illustrative purposes only and is not intended to be a definitive property description.

Sonoma County Agricultural Preservation and Open Space District
Initial Public Access, Operation and Maintenance Funds

Properties currently receiving Initial Public Access, Operation and Maintenance funding per an approved Funding or Transfer Agreement:

Property	Total Contract Amount	Contract End Date
Clover Springs	\$227,040	June 2018
Curreri	\$77,613	October 2017
Fitch Mountain	\$175,000	November 2017
Lawson	\$485,400	August 2017
Montini Open Space Preserve	\$70,000	October 2017
North Sonoma Mountain Regional Park and Open Space Preserve	\$789,380	September 2017
Pole Mountain	\$46,500	June 2017

District-held properties on which the District is currently expending Public Access, Operation and Maintenance funds:

1. Calabazas Creek Preserve
2. Carrington Ranch
3. Cresta
4. East Slope trail parcel, trail easement
5. Healdsburg Ridge
6. Keegan-Coppin
7. McCullough
8. Occidental Road
9. Paulin Creek
10. Saddle Mountain Preserve
11. Wright Hill Ranch

**Stewart's Point & Kashia-Richardson California Coastal Trail Project
Estimate for Initial Public Access & Phase 1 Trail Development**

ITEM	SCAPOS	NOTES
Trail Plan, CEQA, Resource Studies, Stakeholder Outreach		
Trail Plan (Trail Master Plan & Phase 1 Design)	\$ 25,000	Consultant and staff costs
CEQA Document (MND) & Mitigation Monitoring Plan	\$ 30,000	Consultant cost
Biological study	\$ 15,000	Assumes federal wetlands can be avoided at Kashia and assumes a Programmatic Biological Opinion for CRLF
Additional Cultural Analysis	\$ 15,000	Tribal Cultural Resource (TCR) will be required on both, Traditional Cultural Property (TCP) - Section 106 may be required on both or just one.
Resource Management Plan	\$ 10,000	
Public, Landowner, Tribal, Coastal Commission, PRMD Outreach	\$ 20,000	Assume 2 public meetings; numerous other meetings; staff and consultant costs
Project Management, Environmental Review Commission, etc.	\$ 15,000	Staff and PRMD costs
Regulatory Permits & Consultation	\$ 30,000	Consultant and Permit cost. CDP, ACOE, SWRCB, CDFW; Assumes no LCP Amendment is necessary
Trail Plan, CEQA, Resource Studies, Stakeholder Outreach Subtotal	\$ 160,000	
Planning/Design, Bidding, Construction Management		
Bridge Engineering (Geotech, Civil, Structural)	\$ 22,000	Trail Plan, Design, and everything but bridge engineering included in Trail Plan above
Bid docs, Bidding, Bid award	\$ 9,000	
Construction Management	\$ 20,000	Consultant and staff costs
Cultural Resource Monitoring	\$ 8,000	Tribal and archeologist costs
Caltrans Encroachment Permit	\$ 10,000	Assume 3 revisions on both applications. Addresses trail section in right of way and egress points
Biological Construction and Post-Con Monitoring	\$ 35,000	
Mitigation Design & Implementation and/or Mitigation Credit Purchase	\$ 100,000	Estimating approx 0.5-0.7 acres of wetland and CRLF habitat impact combined total. Construct 1.5-2.1 acres of wetland at 3:1 ratio, and purchase CRLF mitigation credits.
Trail Construction incl aggregate surfacing in select areas	\$ 175,000	
Trail Bridges	\$ 40,000	
Drainage Crossings	\$ 70,000	
Rock Retaining Walls, steps, and other structural rock work	\$ 100,000	
Signage and Amenities	\$ 15,000	
Staging Area Construction	\$ -	
Staging Area Electric Gate	\$ -	
Restroom - single stall prefab split face block	\$ -	Design - build, PRMD building permit included
Planning/Design, Bidding, Construction Management Subtotal	\$ 604,000	
TOTAL	\$ 764,000	

Stewart's Point & Kashia-Richardson California Coastal Trail Project 3 Year O & M IPA Request

Park Revenues	
Fees (Day Use, Special Use Permit, Camping, Special Event, Firewood, etc)	
Grazing Revenue	
Open Space District O & M Funding (SCAPOSD)	
Transient Occupancy Tax (TOT) - New & Improved Facilities	
Undetermined Revenues*	
Other Revenues (cell towers, leases, concessions, residences, etc)	
TOTAL REVENUE	\$ -

3 Year O & M	
Initial Public Access	
Park Operations	
Routine Park Inspection / Park Ranger Patrols	\$ 18,627
Daily Park Open - Closing / Visitor Security / Search & Rescue	\$ 7,164
Fee Collection (park paystation, iron ranger, reservable picnic /group areas, special use permits)	\$ -
Law Enforcement / Emergency Response	\$ 3,582
Resource Management / Monitoring	\$ 3,582
Sanitation Services (litter pickup / trash removal / restroom cleaning)	\$ 5,452
Campground Services (registration, check in, patrols, fee collection, security)	\$ -
Park Mgmt /Direct Admin (staff supervision, risk mgmt, revenue mgmt, contract admin, permits)	\$ 9,809
Sanitation Supplies (cleaning products, trashcans, liners, toilet paper)	\$ 1,500
Utilities (water, gas, propane, other)	
Sanitation Services (porta potty(s) , restrooms, dumpsters)	\$ 1,500
Non Profit / Other Agency support / Professional Services	
	\$ 51,216

Park Maintenance	
Park Infrastructure (signage/ gates / trail markings / parking lot maintenance)	\$ 17,265
Seasonal Mowing or Grazing / Trail Maintenance / Fuel Reduction	\$ 6,906
Landscape Management (invasive removal / erosion & sedimentatin controls)	\$ 6,906
Vandalism Repair / Graffiti Removal / Encampment Removal	\$ 3,453
Water Systems -Public Drinking Water, Wells, Other Water Systems	\$ -
Storm Water Mgmt	\$ 3,453
Maint. Mgmt/Direct Admin (staff supervision, risk mgmt, project mgmt, contract admin)	\$ 6,444
Maintenance - Service & Supplies (equipment, equipment repair, structure repair materials)	\$ 2,500
Park Furniture (Tables, Benches, Dog Waste Supplies, Signage, etc)	
Professional Services - Non Profit Resource Mgmt/ Other Agency support	
Sub Total	\$ 46,927

Facilities Management / General Services

Building Maintenance - staff	\$ -
Building Materials - services and supplies	
Sub Total	\$ -

TOTAL COST \$ 98,143

Level of Service

This Initial Public Access funding request assumes that both trail projects will be completed simultaneously and require approximately 2 years to complete the necessary permitting, trail development, and other improvements that facilitate public access.

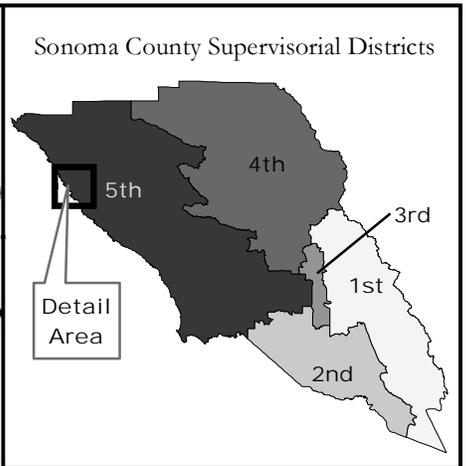
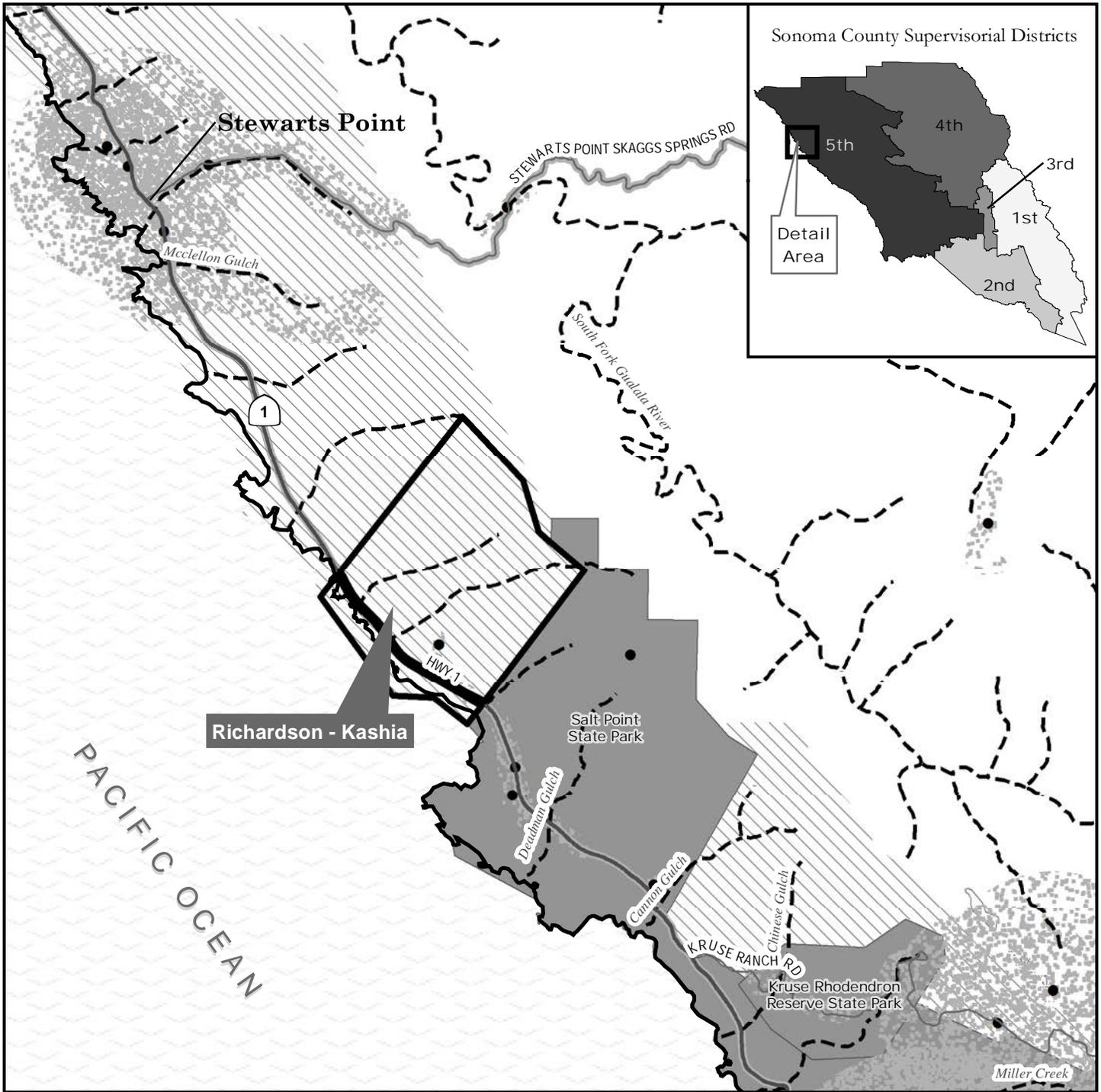
Prior to trail completion, O & M funding is requested to support the signage, fencing and operational coordination with the property owners. This coordination, will foster collaborative problem solving and partnership as initial public access is provided.

Once the trail projects have been completed, Park Rangers will patrol the property 1-2 times per week to observe site conditions, visitor use patterns and infrastructure throughout the property. Similar to the very popular North Sonoma Mountain trail project, we are anticipating the need for extra field staff during the first year of public use to provide responsive management of the trail during periods of peak visitation.

Park Rangers will provide Law Enforcement and Emergency response along the trails. Park staff will work closely with property owners to develop a close working relationship and beneficial ways to communicate and resolve issues with trespass or vandalism if such issues arise.

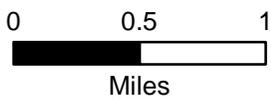
Natural resource staff will monitor cultural and ecological resources and coordinate with Park Planning staff, land owners and other environmental / regulatory agencies as necessary. Erosional areas and invasive plants will be evaluated and managed according to best management practices. Culverts and other surface improvements related to the trail and parking areas will be evaluated and incorporated in the department storm water management program.

Maintenance staff will maintain trails, signage, gates, and fencing on the property. Vegetation management will be performed as needed to maintain clearances along trails and parking areas.



Richardson - Kashia

LOCATION / GENERAL PLAN MAP



SONOMA COUNTY
 AGRICULTURAL PRESERVATION
 AND OPEN SPACE DISTRICT

Map Date: 10/5/2015
 Sources: Sonoma County GIS Group;
 Sonoma County General Plan 2020,
 Open Space and Resource
 Conservation Element.
 This map is for illustrative
 purposes only.

Open Space and Resource Conservation Element

- Richardson - Kashia
- Incorporated City Land *
- District Holding *
- Public Land
- SCENIC RESOURCES**
- Community Separator *
- Scenic Landscape Unit
- Scenic Corridor
- OUTDOOR RECREATION**
- Planned Future Park *

BIOTIC RESOURCES

- Special Status Species
- Special Status Species Habitat
- Marshes and Wetlands
- Sensitive Natural Communities
- Habitat Connectivity Corridor *
- Riparian Corridor

* Not on this map

Date: June 20, 2017

Item Number: _____
Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Directors Of The Sonoma County Agricultural Preservation and Open Space District (District), County Of Sonoma, State Of California, Authorizing and Directing the General Manager to Execute a Funding Agreement; Authorizing and Directing the President to Execute a Recreation Covenant Over the Trail Easement on the Kashia Coastal Reserve; Determining that the Acquisition is Consistent with the 2020 Sonoma County General Plan and the District's Expenditure Plan; Directing the Recordation of Documents and Filing of a Notice of Exemption Under the California Environmental Quality Act; and Authorizing All other Actions Necessary to Complete the Transaction.

Whereas, the District's General Manager has negotiated and is now recommending the acceptance of a recreation covenant from the County of Sonoma (County) over a trail easement on the coastal terrace of property located near Stewarts Point, CA, known as the Kashia Coastal Reserve; and

Whereas, the District's General Manager is recommending an allocation of funds for use by the County of up to a total of \$862,143 for reimbursement of a portion of the County's costs of providing initial public access, operations and maintenance of the trail on the Kashia Coastal Reserve and Stewarts Point Ranch until December 31, 2019; and

Whereas, the acquisition and funding fulfill policies in the Recreation and Education category of the District's acquisition plan, *Connecting Communities and the Land*, including policies to partner to expand trail linkages; and

Whereas, that by its Resolution No. 2017-004, the Sonoma County Open Space Fiscal Oversight Commission determined that the District will not be paying more than fair market value of the open space interests being acquired by the District, as the acquisition is at no cost to the District.

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

1. *Truth of Recitals*. That the foregoing recitations are true and correct.

Resolution #

Date:

Page 2

2. *General Plan Consistency.* That the acquisition of the recreation covenant and the funding for initial public access and operations and maintenance (collectively “the Project”) further implements the 2020 Sonoma County General Plan. The Project supports goals and policies in Open Space and Resource Conservation Element and the Public Facilities and Services Element, including establishing a countywide park and trail system that meets future recreational needs of the County’s residences while protecting agricultural uses (Goals OSRC-17 and PF-2).

3. *Expenditure Plan Consistency.* That the Project is consistent with the Expenditure Plan approved by the voters of Sonoma County in 2006 in Measure F.

4. *Funding Agreement.* That the District’s General Manager is authorized to execute the Funding Agreement by and between the County of Sonoma and the District.

5. *Authority to Sign Contracts.* That the President is authorized and directed to execute, on behalf of the District those certain agreements entitled “Kashia Coastal Reserve Recreation Conservation Covenant” (Recreation Covenant), together with the certificate of acceptance required by Government Code Section 27281.

6. *Authority to Obtain Waiver of Sovereign Immunity.* That the District’s General Manager is authorized and directed to get consent from the Kashia Band of Pomo Indians of Stewarts Point Rancheria (the Kashia) to the recordation of the Recreation Covenant and is further authorized and directed to obtain a waiver of sovereign immunity from the Kashia with respect to the District’s interest in the Recreation Covenant to ensure that the District has the ability to enforce the Recreation Covenant in the future.

7. *Closing Documents.* That the General Manager is authorized to make any technical, non-substantive changes in the Recreation Covenant and other closing documents prior to recordation with the prior approval of the District's Counsel. The General Manager is further authorized to execute any other documents necessary to complete this transaction as described.

8. *Authorization for Recordation.* That the General Manager is authorized and directed to forthwith record with the Sonoma County Recorder the Recreation Covenant and certificate of acceptance, and to deliver conformed copies of these documents, bearing evidence of recording, to the Clerk of the Board of Supervisors.

9. *Funding for Initial Public Access, Operations and Maintenance.* That, after recordation of the recreation covenant, and at the request of the General Manager, the County Auditor shall draw a warrant or warrants against available

Resolution #

Date:

Page 3

funds in the County's Open Space Special Tax Account in amounts not to exceed a total of \$862,143, through 2019, for reimbursement to the County for a portion of its costs of providing initial public access and operation and maintenance of the trail easements on Kashia Coastal Reserve and Stewarts Point Ranch, in accordance with the terms of the Funding Agreement.

10. *California Environmental Quality Act.* That the Project authorized by this resolution is exempt from the requirements of the California Environmental Quality Act (Public Resources Code Sections 21000 and following) pursuant to Section 15317 of Title 14 of the California Code of Regulations because the purpose of the acquisition is to maintain the open space character of the area; and alternatively is exempt pursuant to Section 15325(f) of Title 14 of the California Code of Regulations because the purpose of the acquisition is to preserve lands for park purposes. To the extent that the project includes authorization for funding for costs of operations and maintenance of the Property, it is exempt pursuant to Section 15304 of Title 14 of the California Code of Regulations to the extent that it provides for minor alterations to land; alternatively is exempt pursuant to Section 15311 of Title 14 of the California Code of Regulations to the extent that it provides for construction or replacement of accessory structures; and alternatively, is exempt pursuant to Section 15316(a), Transfer of Ownership of Land in Order to Create Parks, of Title 14 of the California Code of Regulations because a management plan has not been prepared. To the extent that the funding agreement anticipates funding for capital improvements, those improvements have not yet been determined and will be subject to CEQA analysis prior to any District funding.

11. *Notice of Exemption.* That, immediately upon the adoption of this resolution, the General Manager is directed to post and to maintain the posting of a notice of exemption pursuant to Public Resources Code 21152.

12. *Validation.* The agreements authorized by this resolution are contracts within the definition of Government Code Section 53511 and as such, any action challenging the validity of any or all of the contracts must be commenced within sixty (60) days of the adoption of this resolution pursuant to Section 863 of the Code of Civil Procedure.

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma

State of California

Date: June 20, 2017

Item Number: _____
Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Authorizing and Directing Regional Parks' Director to Execute a Funding Agreement; Authorizing and Directing the Chair to Execute a Recreation Covenant Over the Trail Easement on the Kashia Coastal Reserve; Determining that the Conveyance is Consistent with the 2020 Sonoma County General Plan; Directing the Recordation of Documents; and Authorizing All other Actions Necessary to Complete the Transaction.

Whereas, Regional Parks' Director has negotiated and is recommending conveyance of a recreation covenant to the Sonoma County Agricultural Preservation and Open Space District (District) over a trail easement on the coastal terrace of property located near Stewarts Point, CA, known as the Kashia Coastal Reserve; and

Whereas, Regional Parks' Director has requested funding from the District up to a total of \$862,143 from the District for reimbursement of a portion of the County's costs of providing initial public access, operations and maintenance of the trail on the Kashia Coastal Reserve and Stewarts Point Ranch until December 31, 2019.

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

1. Truth of Recitals. That the foregoing recitations are true and correct.
2. General Plan Consistency. That the conveyance of the recreation covenant and the funding for initial public access and operations and maintenance (collectively "the Project") further implements the 2020 Sonoma County General Plan. The Project supports goals and policies in Open Space and Resource Conservation Element and the Public Facilities and Services Element, including establishing a countywide park and trail system that meets future recreational needs of the County's residences while protecting agricultural uses (Goals OSRC-17 and PF-2).
3. Funding Agreement. That the Regional Parks' Director is authorized and directed to execute the Funding Agreement by and between the County of Sonoma and the District.

Resolution #

Date:

Page 2

4. Authority to Sign Contracts. That the Chair is authorized and directed to execute, on behalf of the County of Sonoma, those certain agreements entitled "Kashia Coastal Reserve Recreation Conservation Covenant" (Recreation Covenant).
5. Closing Documents. That the Regional Parks' Director is authorized to make any technical, non-substantive changes in the Recreation Covenant, Funding Agreement and other closing documents prior to recordation with the prior approval of the County Counsel. The Regional Parks' Director is further authorized to execute any other documents necessary to complete this transaction as described.
6. Validation. The agreements authorized by this resolution are contracts within the definition of Government Code Section 53511 and as such, any action challenging the validity of any or all of the contracts must be commenced within sixty (60) days of the adoption of this resolution pursuant to Section 863 of the Code of Civil Procedure.

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma
State of California

Date: June 20, 2017

Item Number: _____
Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Approving The Grant Of Funds From The State Coastal Conservancy For Kashia Coastal
Reserve And Stewarts Point Ranch Coastal Trail Plan**

Whereas, the Legislature of the State of California has established the State Coastal Conservancy ("Conservancy") under Division 21 of the California Public Resources Code, and has authorized the Conservancy to award grants to public agencies and nonprofit organizations to implement the provisions of Division 21; and

Whereas, the Conservancy awards grants for projects that it determines are consistent with Division 21 of the Public Resources Code and with the Conservancy's Strategic Plan and that best achieve the Conservancy's statutory objectives, in light of limited funding.

Whereas, at its September 29, 2016 meeting, the Conservancy adopted a resolution authorizing a grant to Sonoma County Regional Parks Department ("grantee") for Kashia Reserve and Stewarts Point Ranch Coastal Trail Plan ("the project"). The resolution was adopted by the Conservancy pursuant to and is included in the Conservancy September 29, 2016 staff recommendation, a copy of which is on file with the grantee and with the Conservancy.

Whereas, the Conservancy requires that governing body of the grantee certify through a resolution that it approves the award of Conservancy grant funding and authorizes the execution by a representative of the grantee of a grant agreement on terms and conditions required by the Conservancy;

Now, Therefore, Be It Resolved that the grantee hereby:

1. Approves the award of grant funding from the Conservancy for the project.
2. Acknowledges that it has or will have sufficient funds to complete the project and, if any property is acquired as part of the project to operate and maintain the property, and, if any facilities are constructed as a part of the project, to

Resolution #

Date:

Page 2

operate and maintain the facilities for a reasonable period, not less than the useful life of the facilities.

3. Agrees to provide any funds beyond the Conservancy grant funds necessary to complete the project.
4. Agrees to be bound by all terms and conditions of the grant agreement and any other agreement or instrument as may be required by the Conservancy and as may be necessary to fulfill the terms of the grant agreement and to complete the project.
5. Authorizes the Director of Regional Parks to act as a representative of the grantee, to negotiate and execute on behalf of the grantee all agreements and instruments necessary to complete the project and to comply with the Conservancy's grant requirements, including, without limitation, the grant agreement.

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma
State of California

Date: June 20, 2017

Item Number: _____
Resolution Number: _____

4/5 Vote Required

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

Whereas, the State Coastal Conservancy has approved the Regional Parks Department's application for \$160,000 in funding for the Kashia Preserve and Stewarts Point Ranch Coastal Trail Plan; and

Whereas, the Sonoma County Agricultural Preservation and Open Space District has approved \$862,143 in Initial Public Access, Operations & Maintenance funding for planning, construction, operation, and maintenance of California Coastal Trail Segments on the Kashia Coastal Reserve and on Stewarts Point Ranch.

Now, Therefore, Be It Resolved that the Board of Supervisors adopts this Resolution Adjusting the Fiscal Year 2016-17 Budget by increasing revenues in the Regional Parks Department Coastal Trail Kashia Pomo and Stewarts Point Capital Improvement Projects to reflect the receipt of a grant from the State Coastal Conservancy and funding from the Agricultural Preservation and Open Space District to plan, construct, operate, and maintain new sections of the California Coastal Trail.

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma Agenda Item Summary Report

Agenda Item Number: 2

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

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

To: Board of Directors, Sonoma County Water Agency

Board Agenda Date: June 20, 2017

Vote Requirement: Majority

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

Staff Name and Phone Number: **Supervisorial District(s):**

James Griggs 547-1924

Third

Title: Santa Rosa Creek Conduit Repair (E Street through Santa Rosa Avenue) – Contract Award

Recommended Actions:

Authorize the Chair to execute a contract with T.P.A. Construction, Inc. for \$767,628 for construction of the Santa Rosa Creek Conduit Repair (E Street through Santa Rosa Avenue) Project and delegate authority to the General Manager of the Water Agency to execute the Agreement and Release of Any and All Claims.

Executive Summary:

This item requests approval of a contract with T.P.A. Construction, Inc. for \$767,628 to perform concrete repair work on the Santa Rosa Creek double box culvert located in downtown Santa Rosa (Project). Recent inspections identified deteriorated and eroded portions of the floor of the southern box culvert that need to be repaired in order to preserve the culvert's structural integrity. The culvert, which was constructed in 1963, provides critical flood protection to the City of Santa Rosa.

Discussion:

The Santa Rosa Creek double box culvert structure was built as part of the Central Sonoma Watershed Project, which was prepared by the Santa Rosa Soil Conservation District and the Sonoma County Flood Control and Water Conservation District in April 1958, with assistance from the U.S. Department of Agriculture and the Soil Conservation Service. The Central Sonoma Watershed Project involved a multi-year plan that was intended to improve flood protection in the Sonoma County area. The Sonoma County Flood Control and Water Conservation District, now known as the Sonoma County Water Agency, was tasked with operation and maintenance of all structural measures included in the Central Sonoma Watershed Project.

The Santa Rosa Creek double box culvert was built in 1963 as part of the Central Sonoma Watershed Project. The double box culvert was designed to convey flows from Santa Rosa Creek underground from E Street to Santa Rosa Avenue in downtown Santa Rosa. Today, the double box culvert extends under the Federal Building and under other structures and parking areas that lie between E Street and Santa Rosa Avenue.

Inspections of the Santa Rosa Creek double box culvert in the mid-1990's identified erosion and deterioration of the concrete slab lining the floor of the southern box of the double box culvert structure. To resolve this issue, the Santa Rosa Creek Channel Unit 'A' Resurfacing project was designed, approved, and constructed by the Sonoma County Water Agency in 1997. The 1997 resurfacing project involved

resurfacing the southern box of the double box culvert structure with a 3 inch layer of concrete reinforced by welded wire mesh.

Recent inspections of the double box culvert structure identified erosion and deterioration of the resurfacing repair performed in 1997. In certain locations, the 1997 repair has been completely eroded away, exposing the reinforcing steel from the original construction in 1963. Left unchecked, the continued surface erosion and exposure of the reinforcing steel could compromise the structural integrity of the culvert. The work to be done under the proposed contract is required to rehabilitate the existing box culvert to protect its structural integrity.

The Project consists of repair of approximately 1,400 linear feet of concrete lining the floor of the southern box of the Santa Rosa Creek double box culvert, located within the city limits of Santa Rosa. The work includes, but is not limited to, removing unsound concrete, applying coating to exposed rebar, installing repair mortar, and applying an epoxy coating over the surface. The work also includes injection of grout into existing construction joints. Work shall be completed within 90 Days from the date when contract time commences to run.

California Environmental Quality Act

The General Manager has determined that the Project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Title 14 California Code of Regulations Section 15301(b), Existing Facilities, and Section 15304(f), Minor Alterations to Land, as the Project consists of minor alteration of an existing facility involving no expansion of use and no healthy, mature trees would be affected. A Notice of Exemption was filed with the Sonoma County Clerk and the State Office of Planning and Research on March 9, 2017, in accordance with CEQA, the State CEQA Guidelines, and the Water Agency's Procedures for the implementation of CEQA. Applications for environmental permits were filed with the North Coast Regional Water Quality Control Board, California Department of Fish and Wildlife, and the U.S. Army Corps of Engineers in early April 2017. The North Coast Regional Water Quality Control Board issued a permit for the Project on May 17, 2017. The California Department of Fish and Wildlife responded with a notice of complete application on April 19, 2017, and has 45 days to issue a Streambed Alteration Agreement to authorize the Project to proceed. Contact has been maintained with the U.S. Army Corps of Engineers and permits are in process.

Standard conditions typical of environmental permit requirements for projects of this type are included in the specifications to inform the selected contractor of the kind of controls needed to prevent unauthorized discharge of materials used for the Project into Santa Rosa Creek. Final permit conditions are not anticipated to change the way the project would be accomplished. However, if final permit conditions do deviate substantially from the anticipated conditions or are substantially delayed in their issuance, additional project costs could be incurred. Staff determined that the delay in the contracting process that would result from waiting until all permits were issued would delay the Project beyond the permitted construction window of October 15. Due to the present condition of the culvert invert, waiting until next season to make repairs was considered inadvisable by Water Agency staff.

Competitive Process, Selection & Cost Detail

The Project was advertised for bids:

April 6, 2017

Bids for construction of said Project were received and opened on Tuesday, May 16, 2017, as follows:

T.P.A. Construction, Inc., Rocklin, CA

\$767,628

The Engineer's Estimate was \$686,200.

The Estimated Project Cost Range in the Advertisement for Bids was \$600,000 to \$800,000.

The lowest responsive and responsible bid is from T.P.A. Construction and is \$81,428 above the Engineer's Estimate. T.P.A. Construction is experienced in this type of construction and met the experience requirements.

Despite having good participation with nine potential bidders attending the mandatory project site walkthrough, only one bid was received for this work. The limited bid response and higher bid cost is believed to be attributable, at least in part, to the timing constraints of the Project and the perception that the contracting community is busy with other planned work for the upcoming construction season. Staff nonetheless finds the bid to be reasonable.

Delegations

Pursuant to Resolution No. 04-0547, the General Manager maintains authority to approve change orders to construction contracts approved by the Board of up to \$50,000 each, provided the change order doesn't affect the material character of the work and the need for the change order results from unforeseen matters which are discovered after the contract was awarded and such modifications are necessary or advisable to complete to project in a timely and efficient manner. In the unlikely event that significant design related changes are necessary to complete the Project, staff will return to the Board to approve such changes. However, staff request that the Board authorize the General Manager or his designee to approve design changes as may be necessary or appropriate in connection with change orders within the General Manager's authority pursuant to Resolution No. 04-0547.

A contractor must execute a release of claims (Document 00650) before final payment, but may except any unresolved claims from the release. The requested action authorizes the General Manager to approve the release unless the contractor lists unresolved claims. In that case, County Counsel must review Document 00650 prior to General Manager approval.

Schedule

Construction on the Project is scheduled to begin approximately July 10, 2017, with an estimated completion date of October 27, 2017.

REQUESTED ACTIONS

The Water Agency recommends the Board take the following actions:

1. Adopt and approve the Project Manual and Drawings ("plans and specifications") entitled "Santa Rosa Creek Conduit Repair (E Street through Santa Rosa Avenue)" in the form on file with the Clerk.
2. Award the contract to T.P.A. Construction, Inc., for the amount of \$767,628 and authorize the Chair of the Board to execute the contract.
3. Authorize the General Manager of the Water Agency or his designee to approve design changes to the Project as may be necessary or appropriate in connection with change orders within the General Manager's authority pursuant to Resolution No. 04-0547.

4. Authorize the General Manager of the Water Agency to sign Document 00650 (Agreement and Release of Any and All Claims), with County Counsel review, if any unresolved claims are listed by the contractor.

Prior Board Actions:

None

Strategic Plan Alignment | Goal 3: Invest in the Future

Water Agency Flood Control Goals and Strategies, Goal 1: Maintain, operate, and modify flood protection facilities to meet current and future public needs.

Fiscal Summary

Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses	767,628		
Additional Appropriation Requested			
Total Expenditures	767,628		

Funding Sources

General Fund/WA GF			
State/Federal			
Fees/Other	767,628		
Use of Fund Balance			
Contingencies			
Total Sources	767,628		

Narrative Explanation of Fiscal Impacts:

Appropriations are available under the Fiscal Year 17-18 budget for Zone 1A (Laguna-Mark West) to provide for the costs of this contract.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

Attachments:

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

Project Manual with Drawings: <http://www.scwa.ca.gov/lower.php?url=capital-improvement-projects&projectid=santa-rosa-creek-conduit-repair>





County of Sonoma Agenda Item Summary Report

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

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

To: Board of Directors, South Park County Sanitation District

Board Agenda Date: June 20, 2017

Vote Requirement: Majority

Department or Agency Name(s): South Park County Sanitation District

Staff Name and Phone Number:

Kevin Campbell, 707-547-1921

Supervisory District(s):

Third

Title: South Park County Sanitation District Blackwell Tract Sewer System and Santa Catalina Way Water System Replacement Project - Right of Way

Recommended Actions:

Authorize the General Manager to execute two Temporary Construction Easement Agreements, and the two Associated Agreements for Purchase and Sale of Property Rights.

Executive Summary:

This item requests authorization for the Sonoma County Water Agency's General Manager, on behalf of the South Park County Sanitation District, to execute two Temporary Construction Easement Agreements, and the two associated Agreements for Purchase and Sale of Property Rights, that will allow the District to construct the Blackwell Tract Sewer System and Santa Catalina Way Water System Replacement Project.

Discussion:

On February 27, 1996, the South Park County Sanitation District (District) and the City of Santa Rosa (City) entered into an agreement for Dissolution of the South Park County Sanitation District and Transfer to the City of Santa Rosa. The agreement obligated the District to upgrade portions of the existing collection system prior to dissolution of the District and to transfer all improvements and maintenance responsibilities to the City.

Since execution of the original agreement, the District and City have amended the agreement several times. In addition, the District has completed extensive collection system upgrades as required by the amended agreements. The Blackwell Tract Sewer System Replacement Project is another of the projects needed to facilitate dissolution of the District and the transfer to the City.

The Blackwell Tract Sewer System and Santa Catalina Way Water System Replacement Project (Project) consists of two separate projects. One portion of the Project consists of replacing the existing water system which will be overseen by the City. The sewer system portion of the Project will be constructed

by the District and will consist of replacing approximately 5,715 linear feet of six inch diameter and eight inch diameter clay or asbestos cement pipe with new eight inch diameter polyvinyl chloride pipe. The Project also results in the abandonment of a sewer main that crosses private property between Santa Barbara Drive and Santa Ana Drive. The abandonment of the sewer main requires the District to relocate two residential sewer laterals from their existing alignment to the new sewer main. Construction of the Project is planned for the 2018 construction season.

In order to relocate the sewer laterals and construct the Project, the District must acquire temporary construction easements from two property owners. A temporary construction easement is needed from a property located at 1063 Santa Barbara Drive, Santa Rosa (Assessor's Parcel Number 044-163-023), that is owned by Donald W. Eagan and Diane E. Eagan. A second temporary construction easement is needed from a property located at 1064 Santa Ana Drive, Santa Rosa (Assessor's Parcel Number 044-163-007), that is owned by Daniel Serbin. Water Agency staff has successfully negotiated with both property owners. The temporary construction easements, and the associated purchase agreements for those easements, are on file with the clerk. The total compensation for the temporary construction easements is One Thousand Three Hundred Dollars (\$1,300.00).

Prior Board Actions:

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

This item supports the County goal of Economic and Environmental Stewardship in that the upgrades will ultimately allow the City to assume ownership and maintenance responsibility of the South Park County Sanitation District collection system which will result in cost benefit to the District as the City is already responsible for treatment of the sewage generated from the District.

This item also supports the Water Agency's Sanitation Goals and Strategies, Goal 2: Provide adequate rate-based revenues, while pursuing new income and cost-cutting opportunities.

Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses	\$1,300		
Additional Appropriation Requested			
Total Expenditures	\$1,300		
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other	\$1,300		
Use of Fund Balance			
Contingencies			
Total Sources	\$1,300		
Narrative Explanation of Fiscal Impacts:			
The item was budgeted in the 2016-2017 fiscal year. The appropriations were budgeted in the South Park County Sanitation District Construction Fund.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Temporary Construction Easement Agreement (2) Agreement for Purchase and Sale of Property Rights (2)			
Related Items "On File" with the Clerk of the Board:			

**RECORDED AT NO FEE PER
GOVERNMENT CODE § 6103
RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

Sonoma County Water Agency
404 Aviation Boulevard
Santa Rosa, CA 95403

Portion of APN: 044-163-023

Deed to Public Agency

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Agreement, made and entered into on _____, 20__, by and between the South Park County Sanitation District, a Political subdivision of the State of California (hereinafter called the "Licensee"), and Donald W. Eagan and Diane E. Eagan, or their successors in interest as Trustees of the Eagan Family Revocable Trust UTA DTD 3/23/95, (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 Donald W. Eagan and Diane E. Eagan, or their successors in interest as Trustees of the Eagan Family Revocable Trust UTA DTD 3/23/95, as recorded on March 24, 2006, in Document Number 2006035220, Official Records of Sonoma County, (hereafter referred to as the Licensor's Property).

WHEREAS, Grantee wishes to obtain a temporary construction easement to abandon the existing sewer main and sewer lateral and construct a new sewer lateral within the Grantee's Property in conjunction with the South Park County Sanitation District Blackwell Tract Sewer System and Santa Catalina Way Water System Replacement 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. Temporary Construction Easement. Grantor hereby grants Grantee a temporary construction easement ("TCE"), subject to all the terms and conditions of this Agreement, to use that portion of real property described in Section 2 below. For

2. Premises. Licensee is hereby permitted to use the real property as specifically 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 7 below or upon filing of the Project's Notice of Completion generally in the form attached hereto as Exhibit C and incorporated herein. Upon termination of this Agreement, Agency will record a Quitclaim Deed generally in the form attached hereto as Exhibit D and incorporated herein.

[At the end of the Initial Term, this Agreement shall automatically renew itself from year to year ("Renewal Term") for a period not to exceed two (2) years, on all the provisions contained in this Agreement. The initial term together with each and any renewal term shall constitute the term ("Term") of this Agreement.]

4. Consideration. Licensee shall pay Licensor for the agreed use of said Premises the sum of Five Hundred and Fifty Dollars (\$550).

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

6. Indemnification. Licensee agrees to accept all responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release Licensor, 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 Licensee, arising out of or in connection with this Agreement, whether or not there is concurrent negligence on the part of Licensor, but excluding liability due to the sole active negligence or sole willful misconduct of Licensor. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Licensee or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.

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

8. 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: Donald and Diane Eagan
14734 Chalk Hill Road
Healdsburg, CA 95448

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 8.

9. 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.

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 other than the deeds of trust or encumbrances identified in Exhibit B, attached hereto and incorporated herein by this reference, whose trust deed beneficiaries have therein consented to this Agreement, agreed to subordinate their respective interests in the Licensor's Property to this Agreement, and covenanted that any sale made under the provisions of the respective deeds of trust or encumbrances shall be subject to this Agreement, pursuant to the executed Consent forms included in Exhibit B. No breach of or default of this Agreement shall affect the validity of the lien of any deed of trust or mortgage given in good faith and for value and encumbering any portion of the Licensor's Property.

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.

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: Donald W. Eagan and Diane E. Eagan, or their successors in interest as Trustees of the Eagan Family Revocable Trust UTA DTD 3/23/95

By: 
Donald W. Eagan, Trustee

By: 
Diane E. Eagan, Trustee

Licensee: South Park County Sanitation District, a political subdivision of the State of California

By: _____
Grant Davis, General Manager

By Resolution No. _____ of the Board of Directors of the South Park County Sanitation District, the General Manager is authorized to sign this Agreement.

APPROVED AS TO FORM
FOR LICENSEE:

Deputy County Counsel

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Sonoma)

On 5/1/2017 before me, Sharina Ann Arevalos, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Donald W. Eagan +
Name(s) of Signer(s)

Diane E. Eagan

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
Sharina Ann Arevalos
Signature of Notary Public

EXHIBIT A
Legal Description

South Park County Sanitation District
Parcel 7427-01-1

Real property situated in a presently unincorporated area of the County of Sonoma, State of California, described as follows:

A portion of the lands of Donald W. Eagan and Diane E. Eagan as Trustees of the Eagan Family Revocable Trust as described in that certain Individual Quitclaim Deed, recorded March 24, 2006 as Doc. 2006-035220, Official Records of Sonoma County, said portion being more particularly described as follows:

Beginning at a point on the northwestern boundary of Santa Barbara Drive as shown upon that certain map entitled Subdivision No. 2, Stellar Gardens, filed for record in Book 68 of Maps, beginning at page 21, Sonoma County Records, from which the eastern-most corner of Lot 17 of Block 1 as shown upon said map, bears North 67°16'00" East 19.20 feet along said northwestern boundary;

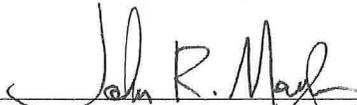
Thence from said Point of Beginning, departing from said northwestern boundary, North 22°31'20" West 21.36 feet; Thence South 67°28'40" West 15.00 feet; Thence South 22°31'20" East 21.42 feet to a point on the said northwestern boundary of Santa Barbara Drive; Thence along the said northwestern boundary, North 67°16'00" East 15.00 feet to the Point of Beginning.

The hereinabove described real property being a portion of A.P.N. 044-163-023 as presently mapped by the Sonoma County Assessor, encompassing 321 square feet, more or less of land.

End of Legal Description

This legal description and its accompanying plat were prepared by me, or under my direction in November 2010.





John R. Monaghan, L.S. 6122

11.10.11

Date

..SD-Data\Survey\Land Projects\SPCSD_BlackwellTract_PN7427.dwg\BlackwellROW.dwg [Exhibit A-1 Parcel 7427-01-1]

MAP OF STELLAR GARDENS SUBDIVISION NO. 1
68 MAPS 11

LOT 13
BLOCK 2

LOT 14
BLOCK 2

LOT 15
BLOCK 2

MAP OF STELLAR GARDENS SUBDIVISION NO. 2
68 MAPS 21

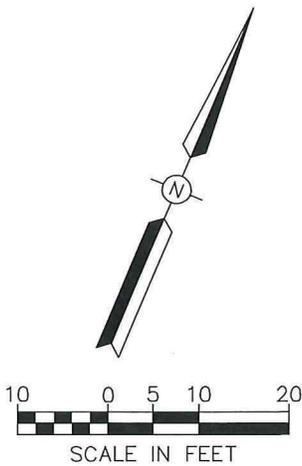
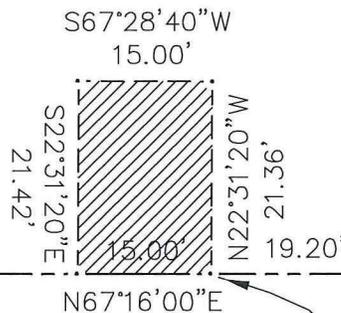
LOT 16
BLOCK 1

LOT 17
BLOCK 1

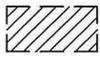
LOT 18
BLOCK 1

A.P.N. 044-163-023
D.W & D.E. EAGAN (TRUSTEES)
EAGAN FAMILY REVOCABLE TRUST
DOC. 2006-035220

EXISTING 5' (WIDE) S.V.C.S.D. EASEMENT
1133 O.R. 385



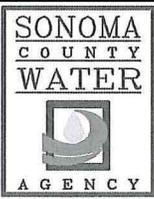
KEY



PARCEL 7427-01-1
(LICENSE AREA)
321 SQ. FT.

SANTA BARBARA DRIVE
COUNTY OF SONOMA
68 MAPS 21

POINT OF BEGINNING



REVISIONS		
REV.	DATE	BY

SOUTH PARK COUNTY SANITATION DISTRICT

EXHIBIT A-1
PARCEL 7427-01-1
BLACKWELL TRACT
COLLECTION SYSTEM REPLACEMENT PROJECT

PROJECT/TASK: 7427-01
DATE : 11/09/10
DRAWN BY:
CHECKED BY: JM
SHEET NO. 1 OF 1

EXHIBIT "B"

To

Access Easement and Agreement, dated _____, between the Sonoma County Water Agency and Donald W. Eagan and Diane E. Eagan, or their successors in interest as Trustees of the Eagan Family Revocable Trust UTA DTD 3/23/95.

B.1 EXISTING DEEDS OF TRUST

Deeds of Trust encumbering Grantor's Property as of the Effective Date of this Agreement:

1. Deed of Trust dated as of December 8, 1993, executed by N.A. Mortgage Services, Inc., a California Corp., as Trustee, in favor of American Savings Bank, F.A., and recorded on December 28, 1993, as Instrument Number 1993-0167537 of Official Records of the County of Sonoma.

B.2 EXECUTED CONSENT FORMS OF LIENHOLDERS SPECIFIED IN B.1

**CONSENT OF LIENHOLDER
AND SUBORDINATION OF DEED OF TRUST**

NOTICE: This Subordination Agreement results in your security interest in the property becoming subject to and of lower priority than the Easement described below.

For valuable consideration, the undersigned, American Savings Bank, F.A., the beneficiary/lienholder under that certain deed of Trust dated as of December 8, 1993, executed by N.A. Mortgage Services, Inc., a California Corp., as Trustee, in favor of the undersigned, and recorded December 28, 1993 as Instrument Number 1993-0167537 of Official Records of the County of Sonoma ("Deed of Trust"), and encumbering the real property described in the License Agreement identified above to which this Consent form is attached in Exhibit B ("Agreement"), hereby consents to the Agreement, and subordinates the lien of the Deed of Trust to the Agreement, subject to the terms and provisions of the Agreement, including, without limitation, the effect of any breach or default under the Agreement on the lien of the Deed of Trust. In addition, the undersigned covenants that any sale or transfer made under the provisions of said Deed of Trust shall be subject to the Agreement.

Date: _____, ____

American Savings Bank, F.A.

By: _____

Printed Name: _____

Title: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of _____)

On _____ before me, _____,
Date Here Insert Name and Title of the Officer

personally appeared _____
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Place Notary Seal Above

Signature of Notary Public

Exhibit "C"

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the undersigned the South Park County Sanitation District 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 South Park County Sanitation District Blackwell Tract Collection System Replacement Project (Project) consisting of construction of a various improvements to the existing South Park County Sanitation District collection system to include installation of new sewer laterals.

The Project is located within the City of Santa Rosa on easements owned by the South Park County Sanitation District, 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 South Park County Sanitation District and am authorized to make this verification on behalf of South Park County Sanitation District. 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

EXHIBIT "D"

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

Sonoma County Water Agency
404 Aviation Boulevard
Santa Rosa, CA 95403

QUITCLAIM DEED

For good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, **the South Park County Sanitation District**, a body corporate and politic, organized and existing under and by virtue of the laws of the State of California, hereinafter referred to as "Transferor", does hereby remise, release, and forever quitclaim unto **Donald W. Eagan and Diane E. Eagan**, or their successors in interest as Trustees of the Eagan Family Revocable Trust UTA DTD 3/23/95, hereinafter referred to as "Transferee", all right, title and interest in and to that real property situate in the County of Sonoma, State of California, and described as follows:

The lands of Donald W. Eagan and Diane E. Eagan, or their successors in interest as Trustees of the Eagan Family Revocable Trust UTA DTD 3/23/95, as described in that certain Deed recorded on March 24, 2006 as Document 2006-035220, Official Records of Sonoma County

Being that portion of the land granted to the Sonoma County Water Agency as described in that certain Temporary Construction Easement recorded on _____, under Document Number _____ of Official Records of Sonoma County.

IN WITNESS WHEREOF, Transferor has executed this instrument on this ____ day of _____, 20__.

Transferor: South Park County Sanitation District

By: _____
Grant Davis
General Manager

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Temporary Construction Easement Agreement dated _____, from **Donald W. Eagan and Diane E. Eagan**, or their successors in interest as Trustees of the Eagan Family Revocable Trust UTA DTD 3/23/95 to the **South Park County Sanitation District**, a Political subdivision 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.

South Park County Sanitation District

Dated: _____

Grant Davis
General Manager

AGREEMENT FOR PURCHASE & SALE OF PROPERTY RIGHTS

This Agreement is made by and between the **SOUTH PARK COUNTY SANITATION DISTRICT**, a political subdivision of the State of California (hereinafter referred to as "District") and **DONALD W. EAGAN** and **DIANE E. EAGAN**, or their successors in interest as Trustees of the Eagan Family Revocable Trust UTA DTD 3/23/95 (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 District a "Temporary Construction Easement Agreement" in the form attached hereto as Exhibit "A", and made a part hereof by this reference, conveying to Agency a license for Project access and construction purposes ("Temporary Construction Easement Agreement") referred to in said Exhibit "A".
2. **DEPOSIT OF LICENSE:** Upon receipt of the above Temporary Construction Easement Agreement, duly executed and acknowledged, District shall execute an acceptance of said Temporary Construction Easement Agreement and deposit said Temporary Construction Easement Agreement and acceptance with the Right-of-Way Section of the Sonoma County Water Agency on behalf of the South Park County Sanitation District.
3. **CONSIDERATION:** The consideration for the subject property so conveyed by Grantor is **Five Hundred and Fifty Dollars (\$550)**. District shall pay all escrow, closing, and document recording fees incurred and the cost of a title insurance policy. Apart from the foregoing, District 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.
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 District, 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 District or District's contractor for injury to person or property arising out of negligence in construction of the project.

7. **ESCROW:** District and Grantor shall sign escrow instructions, if necessary, to effect this Agreement and close escrow.

8. **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.

9. **RECORDING:** Either party may record This Agreement.

10. **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.

11. **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.

12. **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.

13. **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.

14. **ACCESS:** District shall return all roads used to before condition.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

Grantor:

By: Donald W Eagan
Donald W. Eagan, Trustee

Date: May 1, 2017

By: Diane E Eagan
Diane E. Eagan, Trustee

Date: May 1, 2017

SOUTH PARK COUNTY SANITATION DISTRICT:

Executed by the SOUTH PARK COUNTY SANITATION DISTRICT this _____ day of _____, 20____, pursuant to authority granted by Resolution No. _____ dated _____, 20____:

By: _____
Grant Davis
General Manager

Approved as to Form:

By: _____
Deputy County Counsel

Date: _____

EXHIBIT "A"

**RECORDED AT NO FEE PER
GOVERNMENT CODE § 6103
RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

Sonoma County Water Agency
404 Aviation Boulevard
Santa Rosa, CA 95403

Portion of APN: 044-163-023

Deed to Public Agency

LICENSE AGREEMENT

This Agreement, made and entered into on _____, 20__, by and between the South Park County Sanitation District, a Political subdivision of the State of California (hereinafter called the "Licensee"), and Donald W. Eagan and Diane E. Eagan, or their successors in interest as Trustees of the Eagan Family Revocable Trust UTA DTD 3/23/95, (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 Donald W. Eagan and Diane E. Eagan, or their successors in interest as Trustees of the Eagan Family Revocable Trust UTA DTD 3/23/95, as recorded on March 24, 2006, in Document Number 2006035220, Official Records of Sonoma County, (hereafter referred to as the Licensor's Property).

WHEREAS, Licensee wishes to obtain a license to access and construct a sanitary sewer main in conjunction with the South Park County Sanitation District Blackwell Tract Collection System Replacement 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 as specifically 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 7 below or upon filing of the Project's Notice of Completion generally in the form attached hereto as Exhibit C and incorporated herein. Upon termination of this Agreement, Agency will record a Quitclaim Deed generally in the form attached hereto as Exhibit D and incorporated herein.

[At the end of the Initial Term, this Agreement shall automatically renew itself from year to year ("Renewal Term") for a period not to exceed two (2) years, on all the provisions contained in this Agreement. The initial term together with each and any renewal term shall constitute the term ("Term") of this Agreement.]

4. Consideration. Licensee shall pay Licensor for the agreed use of said Premises the sum of Five Hundred and Fifty Dollars (\$550).

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

6. Indemnification. Licensee agrees to accept all responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release Licensor, 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 Licensee, arising out of or in connection with this Agreement, whether or not there is concurrent negligence on the part of Licensor, but excluding liability due to the sole active negligence or sole willful misconduct of Licensor. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Licensee or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.

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

8. 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: Donald and Diane Eagan
14734 Chalk Hill Road
Healdsburg, CA 95448

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 8.

9. 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.

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 other than the deeds of trust or encumbrances identified in Exhibit B, attached hereto and incorporated herein by this reference, whose trust deed beneficiaries have therein consented to this Agreement, agreed to subordinate their respective interests in the Licensor's Property to this Agreement, and covenanted that any sale made under the provisions of the respective deeds of trust or encumbrances shall be subject to this Agreement, pursuant to the executed Consent forms included in Exhibit B. No breach of or default of this Agreement shall affect the validity of the lien of any deed of trust or mortgage given in good faith and for value and encumbering any portion of the Licensor's Property.

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.

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: Donald W. Eagan and Diane E. Eagan, or their successors in interest as Trustees of the Eagan Family Revocable Trust UTA DTD 3/23/95

By: _____
Donald W. Eagan, Trustee

By: _____
Diane E. Eagan, Trustee

Licensee: South Park County Sanitation District, a political subdivision of the State of California

By: _____
Grant Davis, General Manager

By Resolution No. _____ of the Board of Directors of the South Park County Sanitation District, the General Manager is authorized to sign this Agreement.

APPROVED AS TO FORM
FOR LICENSEE:

Deputy County Counsel

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of _____)

On _____ before me, _____,
Date Here Insert Name and Title of the Officer

personally appeared _____
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Place Notary Seal Above

Signature of Notary Public

EXHIBIT A
Legal Description

South Park County Sanitation District
Parcel 7427-01-1

Real property situated in a presently unincorporated area of the County of Sonoma, State of California, described as follows:

A portion of the lands of Donald W. Eagan and Diane E. Eagan as Trustees of the Eagan Family Revocable Trust as described in that certain Individual Quitclaim Deed, recorded March 24, 2006 as Doc. 2006-035220, Official Records of Sonoma County, said portion being more particularly described as follows:

Beginning at a point on the northwestern boundary of Santa Barbara Drive as shown upon that certain map entitled Subdivision No. 2, Stellar Gardens, filed for record in Book 68 of Maps, beginning at page 21, Sonoma County Records, from which the eastern-most corner of Lot 17 of Block 1 as shown upon said map, bears North 67°16'00" East 19.20 feet along said northwestern boundary;

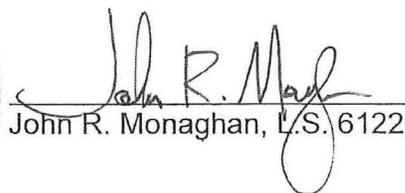
Thence from said Point of Beginning, departing from said northwestern boundary, North 22°31'20" West 21.36 feet; Thence South 67°28'40" West 15.00 feet; Thence South 22°31'20" East 21.42 feet to a point on the said northwestern boundary of Santa Barbara Drive; Thence along the said northwestern boundary, North 67°16'00" East 15.00 feet to the Point of Beginning.

The hereinabove described real property being a portion of A.P.N. 044-163-023 as presently mapped by the Sonoma County Assessor, encompassing 321 square feet, more or less of land.

End of Legal Description

This legal description and its accompanying plat were prepared by me, or under my direction in November 2010.




John R. Monaghan, L.S. 6122

11.10.11
Date

MAP OF STELLAR GARDENS SUBDIVISION NO. 1
68 MAPS 11

LOT 13
BLOCK 2

LOT 14
BLOCK 2

LOT 15
BLOCK 2

MAP OF STELLAR GARDENS SUBDIVISION NO. 2
68 MAPS 21

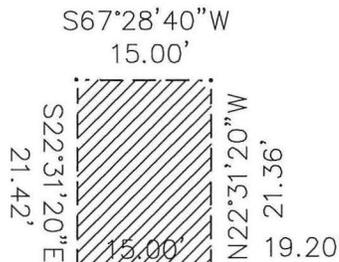
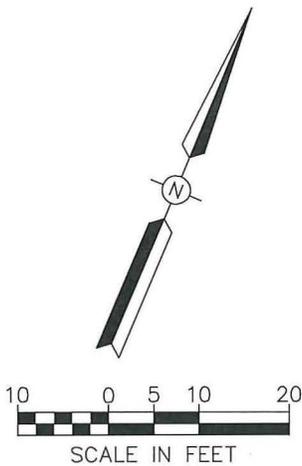
LOT 16
BLOCK 1

LOT 17
BLOCK 1

LOT 18
BLOCK 1

A.P.N. 044-163-023
D.W & D.E. EAGAN (TRUSTEES)
EAGAN FAMILY REVOCABLE TRUST
DOC. 2006-035220

EXISTING 5' (WIDE) S.V.C.S.D. EASEMENT
1133 O.R. 385



KEY



PARCEL 7427-01-1
(LICENSE AREA)
321 SQ. FT.

N67°16'00"E

SANTA BARBARA DRIVE
COUNTY OF SONOMA
68 MAPS 21

POINT OF BEGINNING



REVISIONS		
REV.	DATE	BY

SOUTH PARK COUNTY SANITATION DISTRICT

EXHIBIT A-1
PARCEL 7427-01-1
BLACKWELL TRACT
COLLECTION SYSTEM REPLACEMENT PROJECT

PROJECT/TASK: 7427-01
DATE : 11/09/10
DRAWN BY:
CHECKED BY: JM
SHEET NO. 1 A8 1

\\SD-Data\Survey\Land Projects\SPCSD_BlackwellTract_PN7427.dwg\Blackwell\ROW.dwg [Exhibit A-1 Parcel 7427-01-1]

EXHIBIT "B"

To

Access Easement and Agreement, dated _____, between the Sonoma County Water Agency and Donald W. Eagan and Diane E. Eagan, or their successors in interest as Trustees of the Eagan Family Revocable Trust UTA DTD 3/23/95.

B.1 EXISTING DEEDS OF TRUST

Deeds of Trust encumbering Grantor's Property as of the Effective Date of this Agreement:

1. Deed of Trust dated as of December 8, 1993, executed by N.A. Mortgage Services, Inc., a California Corp., as Trustee, in favor of American Savings Bank, F.A., and recorded on December 28, 1993, as Instrument Number 1993-0167537 of Official Records of the County of Sonoma.

B.2 EXECUTED CONSENT FORMS OF LIENHOLDERS SPECIFIED IN B.1

**CONSENT OF LIENHOLDER
AND SUBORDINATION OF DEED OF TRUST**

NOTICE: This Subordination Agreement results in your security interest in the property becoming subject to and of lower priority than the Easement described below.

For valuable consideration, the undersigned, American Savings Bank, F.A., the beneficiary/lienholder under that certain deed of Trust dated as of December 8, 1993, executed by N.A. Mortgage Services, Inc., a California Corp., as Trustee, in favor of the undersigned, and recorded December 28, 1993 as Instrument Number 1993-0167537 of Official Records of the County of Sonoma ("Deed of Trust"), and encumbering the real property described in the License Agreement identified above to which this Consent form is attached in Exhibit B ("Agreement"), hereby consents to the Agreement, and subordinates the lien of the Deed of Trust to the Agreement, subject to the terms and provisions of the Agreement, including, without limitation, the effect of any breach or default under the Agreement on the lien of the Deed of Trust. In addition, the undersigned covenants that any sale or transfer made under the provisions of said Deed of Trust shall be subject to the Agreement.

Date: _____, _____

American Savings Bank, F.A.

By: _____

Printed Name: _____

Title: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of _____)

On _____ before me, _____,
Date Here Insert Name and Title of the Officer

personally appeared _____
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Place Notary Seal Above

Signature of Notary Public

Exhibit "C"

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the undersigned the South Park County Sanitation District 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 South Park County Sanitation District Blackwell Tract Collection System Replacement Project (Project) consisting of construction of a various improvements to the existing South Park County Sanitation District collection system to include installation of new sewer laterals.

The Project is located within the City of Santa Rosa on easements owned by the South Park County Sanitation District, 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 South Park County Sanitation District and am authorized to make this verification on behalf of South Park County Sanitation District. 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

EXHIBIT "D"

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

Sonoma County Water Agency
404 Aviation Boulevard
Santa Rosa, CA 95403

QUITCLAIM DEED

For good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, **the South Park County Sanitation District**, a body corporate and politic, organized and existing under and by virtue of the laws of the State of California, hereinafter referred to as "Transferor", does hereby remise, release, and forever quitclaim unto **Donald W. Eagan and Diane E. Eagan**, or their successors in interest as Trustees of the Eagan Family Revocable Trust UTA DTD 3/23/95, hereinafter referred to as "Transferee", all right, title and interest in and to that real property situate in the County of Sonoma, State of California, and described as follows:

The lands of Donald W. Eagan and Diane E. Eagan, or their successors in interest as Trustees of the Eagan Family Revocable Trust UTA DTD 3/23/95, as described in that certain Deed recorded on March 24, 2006 as Document 2006-035220, Official Records of Sonoma County

Being that portion of the land granted to the Sonoma County Water Agency as described in that certain Temporary Construction Easement recorded on _____, under Document Number _____ of Official Records of Sonoma County.

IN WITNESS WHEREOF, Transferor has executed this instrument on this ___ day of _____, 20__.

Transferor: South Park County Sanitation District

By: _____
Grant Davis
General Manager

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Temporary Construction Easement Agreement dated _____, from **Donald W. Eagan and Diane E. Eagan**, or their successors in interest as Trustees of the Eagan Family Revocable Trust UTA DTD 3/23/95 to the **South Park County Sanitation District**, a Political subdivision 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.

South Park County Sanitation District

Dated: _____

Grant Davis
General Manager

**RECORDED AT NO FEE PER
GOVERNMENT CODE § 6103
RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

South Park County Sanitation District
404 Aviation Boulevard
Santa Rosa, CA 95403

Portion of APN: 044-163-007

Deed to Public Agency

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Agreement, made and entered into on _____, 20__, by and between the South Park County Sanitation District, a Political subdivision of the State of California (hereinafter called the "Grantee"), and Daniel Serbin, a single man, (hereinafter called the "Grantor").

R E C I T A L S

WHEREAS, Grantor is the owner of certain real property in Sonoma County, California, more particularly described as follows:

The lands of Daniel Serbin, a single man, as recorded on May 24, 2012, in Document Number 2012049641, Official Records of Sonoma County, (hereafter referred to as the "Grantor's Property").

WHEREAS, Grantee wishes to obtain a temporary construction easement to abandon the existing sewer main and sewer lateral and construct a new sewer lateral within the Grantee's Property in conjunction with the South Park County Sanitation District Blackwell Tract Sewer System and Santa Catalina Way Water System Replacement 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:

A G R E E M E N T

1. Temporary Construction Easement. Grantor hereby grants Grantee a temporary construction easement ("TCE"), 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 TCE, Grantee includes Sonoma County Water Agency employees, agents, and contractors.

2. Premises. Grantee is hereby permitted to use the real property as specifically 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 7 below, or upon filing of the Project's Notice of Completion generally in the form attached hereto as Exhibit C and incorporated herein, whichever occurs first. Upon termination of this Agreement, Agency will record a Quitclaim Deed generally in the form attached hereto as Exhibit D and incorporated herein. Grantee, at Grantee's sole discretion, may extend the Term of this Agreement, for a period not to exceed two (2) years, on all the provisions contained in this Agreement. The initial term together with each and any renewal term shall constitute the term ("Term") of this Agreement.

4. Consideration. Grantee shall pay Grantor for the agreed use of said Premises the sum of Seven Hundred and Fifty Dollars (\$750). In the event Grantee elects to extend the Term of this Agreement, Grantee shall pay Grantor the sum of Five Hundred and Fifty Dollars (\$550) for each additional year that the Term of this Agreement is extended.

5. Use. Grantee shall be able to use the Premises for purposes of Project access and construction purposes over and across said Premises. Grantee agrees to backfill or restore any temporary excavation made by it within the Premises or adjacent area, and to repair all damage on Grantor's Property resulting from Grantee's activities under this Agreement. Grantee shall hand dig all trenches on the Premises to protect the root zone of Grantee's existing landscaping. At Grantor's request, Grantee shall remove the existing concrete walkway (from the edge of the street sidewalk, through the front yard, to the edge of stoop walkway approximately 3.5 feet from front door) that is impacted by Project, grade the affected area to match the surrounding grade and compact the subgrade of the affected sidewalk area to 85% minimum relative compaction at completion of construction activities for installation of gravel and flagstone pavers by Grantor. Grantor agrees to accept all improvements at the conclusion of construction and termination of this TCE, and Grantee does not warrant the condition of the work in any manner. Grantor specifically acknowledges and agrees that the work permitted herein, including but not limited to the new sewer lateral improvements, will be considered Grantor's sole property and Grantor will be solely responsible for the operation, maintenance, and repair of said improvements. Grantee shall give Grantor not less than 48 hours advance notice before Grantee or any of its employees, contractors or representatives enters Grantor's Property.

6. 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. 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.

7. Termination by Grantee. Grantee may terminate this Agreement for any reason whatsoever upon thirty (30) days prior written notice to Grantor.

8. 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 Grantee: South Park County Sanitation District
Attention: General Manager
404 Aviation Boulevard
Santa Rosa, California 95403

If to Grantor: Daniel Serbin
1064 Santa Ana Drive
Santa Rosa, CA 95404

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 8.

9. No Continuing Waiver. The waiver by Grantee 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.

10. 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 other than the deeds of trust or encumbrances identified in Exhibit B, attached hereto and incorporated herein by this reference, whose trust deed beneficiaries have therein consented to this Agreement, agreed to subordinate their respective interests in the Grantor's Property to this Agreement, and covenanted that any sale made under the provisions of the respective deeds of trust or encumbrances shall be subject to this Agreement, pursuant to the executed Consent forms included in Exhibit B. No breach of or default of this Agreement shall affect the validity of the lien of any deed of trust or mortgage given in good faith and for value and encumbering any portion of the Grantor's Property.

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. Grantee and Grantor 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. Grantor and Grantee 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. Grantor and Grantee 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 Grantor and Grantee only, and do not intend to create a partnership, joint venture, joint enterprise, or any business relationship other than that of Grantor and Grantee.

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.

**GRANTOR HAS CAREFULLY READ AND CONSIDERED THE TERMS AND
CONDITIONS SET FORTH IN THIS AGREEMENT AND HEREBY AGREES
THAT GRANTOR 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.

Grantor: Daniel Serbin, a single man

By: 
Daniel Serbin

Grantee: South Park County Sanitation District, a political subdivision of the State of California

By: _____
Grant Davis, General Manager

By Agenda Item No. _____ of the Board of Directors of the South Park County Sanitation District, dated _____, the General Manager is authorized to sign this Agreement.

APPROVED AS TO FORM
FOR GRANTEE:

Deputy County Counsel

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Sonoma)

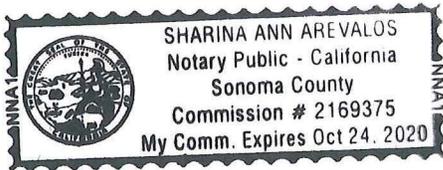
On 4/28/2017 before me, Sharina Ann Arevalos, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Daniel Serbin
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 Sharina Ann Arevalos
Signature of Notary Public

EXHIBIT A
Legal Description

South Park County Sanitation District
Parcel 7427-02-1

Real property situated in a presently unincorporated area of the County of Sonoma, State of California, described as follows:

A portion of the lands of Daniel Serbin as described in that certain Grant Deed, recorded May 24, 2012 as Doc. 2012049641, Official Records of Sonoma County, said portion being more particularly described as follows:

Beginning at a point on the Southeastern boundary of Santa Ana Drive as shown upon that certain map entitled Subdivision No. 1, Stellar Gardens, filed for record in Book 68 of Maps, beginning at page 11, Sonoma County Records, from which the northern-most corner of Lot 14 of Block 2 as shown upon said map, bears North 67°16'00" East 17.01 feet along said southeastern boundary;

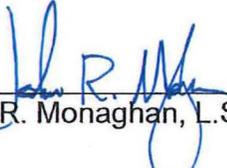
Thence from said Point of Beginning, southwesterly along the said southeastern boundary, South 67°16'00" West 15.00 feet; Thence departing from said southeastern boundary, South 22°43'39" East 25.00 feet; Thence North 67°16'21" East 15.00 feet; Thence North 22°43'39" West 25.00 feet to the Point of Beginning.

The hereinabove described real property being a portion of A.P.N. 044-163-007 as presently mapped by the Sonoma County Assessor, encompassing 375 square feet, more or less of land.

End of Legal Description

This legal description and its accompanying plat were prepared by me, or under my direction in December 2016.





John R. Monaghan, L.S. 6122

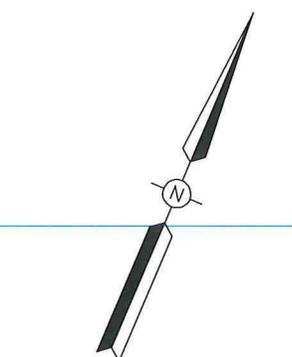
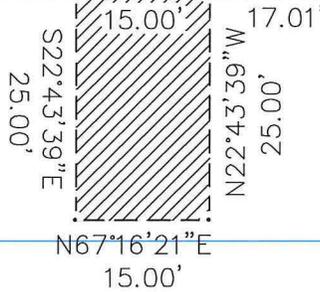
12.28.16

Date

SANTA ANA DRIVE
 COUNTY OF SONOMA
 68 MAPS 11

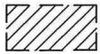
POINT OF BEGINNING

S67°16'00"W



SCALE IN FEET

KEY



PARCEL 7427-02-1
 (LICENSE AREA)
 375 SQ. FT.

A.P.N. 044-163-007
 SERBIN
 DOC. 2012-049641

1133 O.R. 385

EXISTING 5' (WIDE) S.V.C.S.D. EASEMENT

MAP OF STELLAR GARDENS SUBDIVISION NO. 1
 68 MAPS 11
 LOT 13 BLOCK 2 LOT 14 BLOCK 2 LOT 15 BLOCK 2

MAP OF STELLAR GARDENS SUBDIVISION NO. 2
 68 MAPS 21
 LOT 16 BLOCK 1 LOT 17 BLOCK 1 LOT 18 BLOCK 1

\\SD-Data\Survey\Land Projects\SPCSD_BlackwellTract_PN7427.dwg\BlackwellROW.dwg [Exhibit A-1 Parcel 7427-02-1]



REV.	DATE	BY

SOUTH PARK COUNTY SANITATION DISTRICT
EXHIBIT A-1
 PARCEL 7427-02-1
 BLACKWELL TRACT
 COLLECTION SYSTEM REPLACEMENT PROJECT

PROJECT/TASK: 7427-01
DATE : 11/09/10
DRAWN BY:
CHECKED BY: JM
SHEET NO. 1 OF 1

EXHIBIT "B"

To
Temporary Construction Easement Agreement, dated _____,
between the South Park County Sanitation District and Daniel Serbin, a single man.

B.1 EXISTING DEEDS OF TRUST

Deeds of Trust encumbering Grantor's Property as of the Effective Date of this Agreement:

1. Deed of Trust dated as of May 15, 2012, executed by Fidelity National Title Ins Co, as Trustee, in favor of Wells Fargo Bank, N.A., and recorded on May 24, 2012, as Instrument Number 2012049642 of Official Records of the County of Sonoma.

2. Deed of Trust dated as of June 06, 2014, executed by T.D Service Company, a California corporation, as Trustee, in favor of San Francisco Federal Credit Union, and recorded on June 11, 2014, as Instrument Number 2014039475 of Official Records of the County of Sonoma.

B.2 EXECUTED CONSENT FORMS OF LIENHOLDERS SPECIFIED IN B.1

**CONSENT OF LIENHOLDER
AND SUBORDINATION OF DEED OF TRUST**

NOTICE: This Subordination Agreement results in your security interest in the property becoming subject to and of lower priority than the Easement described below.

For valuable consideration, the undersigned, Wells Fargo Bank, N.A., the beneficiary/lienholder under that certain deed of Trust dated as of May 15, 2012, executed by Fidelity National Title Ins Co, as Trustee, in favor of the undersigned, and recorded May 24, 2012 as Instrument Number 2012049642 of Official Records of the County of Sonoma ("Deed of Trust"), and encumbering the real property described in the Temporary Construction Easement Agreement identified above to which this Consent form is attached in Exhibit B ("Agreement"), hereby consents to the Agreement, and subordinates the lien of the Deed of Trust to the Agreement, subject to the terms and provisions of the Agreement, including, without limitation, the effect of any breach or default under the Agreement on the lien of the Deed of Trust. In addition, the undersigned covenants that any sale or transfer made under the provisions of said Deed of Trust shall be subject to the Agreement.

Date: _____, _____

Wells Fargo Bank, N.A.

By: _____

Printed Name: _____

Title: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of _____)

On _____ before me, _____,
Date Here Insert Name and Title of the Officer

personally appeared _____
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Place Notary Seal Above

Signature of Notary Public

B.2 EXECUTED CONSENT FORMS OF LIENHOLDERS SPECIFIED IN B.1

**CONSENT OF LIENHOLDER
AND SUBORDINATION OF DEED OF TRUST**

NOTICE: This Subordination Agreement results in your security interest in the property becoming subject to and of lower priority than the Easement described below.

For valuable consideration, the undersigned, San Francisco Federal Credit Union, the beneficiary/lienholder under that certain deed of Trust dated as of June 06, 2014, executed by T.D Service Company, a California corporation, as Trustee, in favor of the undersigned, and recorded June 11, 2014 as Instrument Number 2014039475 of Official Records of the County of Sonoma ("Deed of Trust"), and encumbering the real property described in the Temporary Construction Easement Agreement identified above to which this Consent form is attached in Exhibit B ("Agreement"), hereby consents to the Agreement, and subordinates the lien of the Deed of Trust to the Agreement, subject to the terms and provisions of the Agreement, including, without limitation, the effect of any breach or default under the Agreement on the lien of the Deed of Trust. In addition, the undersigned covenants that any sale or transfer made under the provisions of said Deed of Trust shall be subject to the Agreement.

Date: _____, _____

San Francisco Federal Credit Union

By: _____

Printed Name: _____

Title: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of _____)

On _____ before me, _____,
Date Here Insert Name and Title of the Officer

personally appeared _____
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Place Notary Seal Above

Signature of Notary Public

Exhibit "C"

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the undersigned the South Park County Sanitation District 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 South Park County Sanitation District Blackwell Tract Collection System Replacement Project (Project) consisting of construction of a various improvements to the existing South Park County Sanitation District collection system to include installation of new sewer laterals.

The Project is located within the City of Santa Rosa on easements owned by the South Park County Sanitation District, 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 South Park County Sanitation District and am authorized to make this verification on behalf of South Park County Sanitation District. 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

EXHIBIT "D"

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

Sonoma County Water Agency
404 Aviation Boulevard
Santa Rosa, CA 95403

QUITCLAIM DEED

For good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, **the South Park County Sanitation District**, a body corporate and politic, organized and existing under and by virtue of the laws of the State of California, hereinafter referred to as "Transferor", does hereby remise, release, and forever quitclaim unto **Daniel Serbin**, a single man, hereinafter referred to as "Transferee", all right, title and interest in and to that real property situate in the County of Sonoma, State of California, and described as follows:

The lands of Daniel Serbin, a single man, as recorded on May 24, 2012, in Document Number 2012049641, Official Records of Sonoma County

Being that portion of the land granted to the Sonoma County Water Agency as described in that certain Temporary Construction Easement recorded on _____, under Document Number _____ of Official Records of Sonoma County.

IN WITNESS WHEREOF, Transferor has executed this instrument on this ____ day of _____, 20__.

Transferor: South Park County Sanitation District

By: _____
Grant Davis
General Manager

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Temporary Construction Easement Agreement dated _____, from **Daniel Serbin**, a single man to the **South Park County Sanitation District**, a Political subdivision 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.

South Park County Sanitation District

Dated: _____

Grant Davis
General Manager

AGREEMENT FOR PURCHASE & SALE OF PROPERTY RIGHTS

This Agreement is made by and between the **South Park County Sanitation District**, a political subdivision of the State of California (hereinafter referred to as "District") and **Daniel Serbin**, a single man (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 District a "Temporary Construction Easement Agreement" in the form attached hereto as Exhibit "A", and made a part hereof by this reference, conveying to Agency a temporary construction easement for Project access and construction purposes (hereafter referred to as "Temporary Construction Easement Agreement") referred to in said Exhibit "A".
2. **DEPOSIT OF LICENSE:** Upon receipt of the above Temporary Construction Easement Agreement, duly executed and acknowledged, District shall execute an acceptance of said Temporary Construction Easement Agreement and deposit said Temporary Construction Easement Agreement and acceptance with the Right-of-Way Section of the Sonoma County Water Agency on behalf of the South Park County Sanitation District.
3. **CONSIDERATION:** The consideration for the subject property so conveyed by Grantor is **Seven Hundred and Fifty Dollars (\$750)**. District shall pay all escrow, closing, and document recording fees incurred and the cost of a title insurance policy. Apart from the foregoing, District 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.
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 District, 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 District or District's contractor for injury to person or property arising out of negligence in construction of the project.

7. **ESCROW:** District and Grantor shall sign escrow instructions, if necessary, to effect this Agreement and close escrow.

8. **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.

9. **RECORDING:** Either party may record this Agreement.

10. **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.

11. **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.

12. **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.

13. **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.

14. **ACCESS:** District shall return all roads used to before condition.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

Grantor:

By: *Daniel Serbin*
Daniel Serbin

Date: *4/28/17*

South Park County Sanitation District:

Executed by the South Park County Sanitation District this _____ day of _____, 20__, pursuant to authority granted by Agenda Item No. _____ dated _____, 20__:

By: _____
Grant Davis
General Manager

Date: _____

Approved as to Form:

By: _____
Deputy County Counsel

Date: _____

EXHIBIT "A"

**RECORDED AT NO FEE PER
GOVERNMENT CODE § 6103
RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

South Park County Sanitation District
404 Aviation Boulevard
Santa Rosa, CA 95403

Portion of APN: 044-163-007

Deed to Public Agency

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Agreement, made and entered into on _____, 20__, by and between the South Park County Sanitation District, a Political subdivision of the State of California (hereinafter called the "Grantee"), and Daniel Serbin, a single man, (hereinafter called the "Grantor").

RECITALS

WHEREAS, Grantor is the owner of certain real property in Sonoma County, California, more particularly described as follows:

The lands of Daniel Serbin, a single man, as recorded on May 24, 2012, in Document Number 2012049641, Official Records of Sonoma County, (hereafter referred to as the "Grantor's Property").

WHEREAS, Grantee wishes to obtain a temporary construction easement to abandon the existing sewer main and sewer lateral and construct a new sewer lateral within the Grantee's Property in conjunction with the South Park County Sanitation District Blackwell Tract Sewer System and Santa Catalina Way Water System Replacement 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. Temporary Construction Easement. Grantor hereby grants Grantee a temporary construction easement ("TCE"), 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 TCE, Grantee includes Sonoma County Water Agency employees, agents, and contractors.

2. Premises. Grantee is hereby permitted to use the real property as specifically 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 7 below, or upon filing of the Project's Notice of Completion generally in the form attached hereto as Exhibit C and incorporated herein, whichever occurs first. Upon termination of this Agreement, Agency will record a Quitclaim Deed generally in the form attached hereto as Exhibit D and incorporated herein. Grantee, at Grantee's sole discretion, may extend the Term of this Agreement, for a period not to exceed two (2) years, on all the provisions contained in this Agreement. The initial term together with each and any renewal term shall constitute the term ("Term") of this Agreement.

4. Consideration. Grantee shall pay Grantor for the agreed use of said Premises the sum of Seven Hundred and Fifty Dollars (\$750). In the event Grantee elects to extend the Term of this Agreement, Grantee shall pay Grantor the sum of Five Hundred and Fifty Dollars (\$550) for each additional year that the Term of this Agreement is extended.

5. Use. Grantee shall be able to use the Premises for purposes of Project access and construction purposes over and across said Premises. Grantee agrees to backfill or restore any temporary excavation made by it within the Premises or adjacent area, and to repair all damage on Grantor's Property resulting from Grantee's activities under this Agreement. Grantee shall hand dig all trenches on the Premises to protect the root zone of Grantee's existing landscaping. At Grantor's request, Grantee shall remove the existing concrete walkway (from the edge of the street sidewalk, through the front yard, to the edge of stoop walkway approximately 3.5 feet from front door) that is impacted by Project, grade the affected area to match the surrounding grade and compact the subgrade of the affected sidewalk area to 85% minimum relative compaction at completion of construction activities for installation of gravel and flagstone pavers by Grantor. Grantor agrees to accept all improvements at the conclusion of construction and termination of this TCE, and Grantee does not warrant the condition of the work in any manner. Grantor specifically acknowledges and agrees that the work permitted herein, including but not limited to the new sewer lateral improvements, will be considered Grantor's sole property and Grantor will be solely responsible for the operation, maintenance, and repair of said improvements. Grantee shall give Grantor not less than 48 hours advance notice before Grantee or any of its employees, contractors or representatives enters Grantor's Property.

6. 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. 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.

7. Termination by Grantee. Grantee may terminate this Agreement for any reason whatsoever upon thirty (30) days prior written notice to Grantor.

8. 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 Grantee: South Park County Sanitation District
Attention: General Manager
404 Aviation Boulevard
Santa Rosa, California 95403

If to Grantor: Daniel Serbin
1064 Santa Ana Drive
Santa Rosa, CA 95404

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 8.

9. No Continuing Waiver. The waiver by Grantee 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.

10. 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 other than the deeds of trust or encumbrances identified in Exhibit B, attached hereto and incorporated herein by this reference, whose trust deed beneficiaries have therein consented to this Agreement, agreed to subordinate their respective interests in the Grantor's Property to this Agreement, and covenanted that any sale made under the provisions of the respective deeds of trust or encumbrances shall be subject to this Agreement, pursuant to the executed Consent forms included in Exhibit B. No breach of or default of this Agreement shall affect the validity of the lien of any deed of trust or mortgage given in good faith and for value and encumbering any portion of the Grantor's Property.

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. Grantee and Grantor 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. Grantor and Grantee 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. Grantor and Grantee 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 Grantor and Grantee only, and do not intend to create a partnership, joint venture, joint enterprise, or any business relationship other than that of Grantor and Grantee.

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.

GRANTOR HAS CAREFULLY READ AND CONSIDERED THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND HEREBY AGREES THAT GRANTOR 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.

Grantor: Daniel Serbin, a single man

By: _____
Daniel Serbin

Grantee: South Park County Sanitation District, a political subdivision of the State of California

By: _____
Grant Davis, General Manager

By Agenda Item No. _____ of the Board of Directors of the South Park County Sanitation District, dated _____, the General Manager is authorized to sign this Agreement.

APPROVED AS TO FORM
FOR GRANTEE:

Deputy County Counsel

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of _____)

On _____ before me, _____,
Date Here Insert Name and Title of the Officer

personally appeared _____
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Place Notary Seal Above

Signature of Notary Public

EXHIBIT A
Legal Description

South Park County Sanitation District
Parcel 7427-02-1

Real property situated in a presently unincorporated area of the County of Sonoma, State of California, described as follows:

A portion of the lands of Daniel Serbin as described in that certain Grant Deed, recorded May 24, 2012 as Doc. 2012049641, Official Records of Sonoma County, said portion being more particularly described as follows:

Beginning at a point on the Southeastern boundary of Santa Ana Drive as shown upon that certain map entitled Subdivision No. 1, Stellar Gardens, filed for record in Book 68 of Maps, beginning at page 11, Sonoma County Records, from which the northern-most corner of Lot 14 of Block 2 as shown upon said map, bears North 67°16'00" East 17.01 feet along said southeastern boundary;

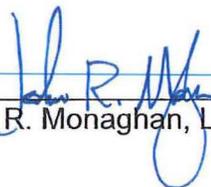
Thence from said Point of Beginning, southwesterly along the said southeastern boundary, South 67°16'00" West 15.00 feet; Thence departing from said southeastern boundary, South 22°43'39" East 25.00 feet; Thence North 67°16'21" East 15.00 feet; Thence North 22°43'39" West 25.00 feet to the Point of Beginning.

The hereinabove described real property being a portion of A.P.N. 044-163-007 as presently mapped by the Sonoma County Assessor, encompassing 375 square feet, more or less of land.

End of Legal Description

This legal description and its accompanying plat were prepared by me, or under my direction in December 2016.





John R. Monaghan, L.S. 6122

12.28.16

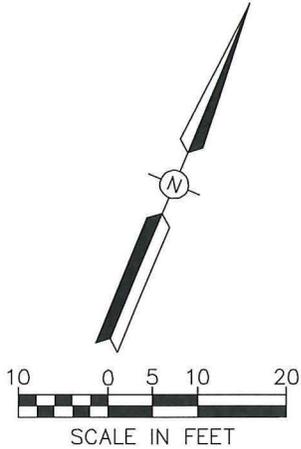
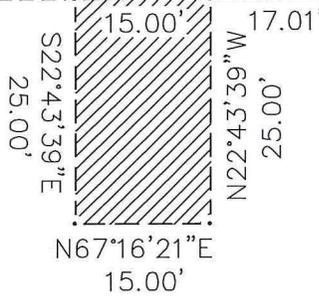
Date

\\SD-Data\Survey\Land Projects\SPCSD_BlackwellTract_PN7427\dwg\BlackwellROW.dwg [Exhibit A-1 Parcel 7427-02-1]

SANTA ANA DRIVE
 COUNTY OF SONOMA
 68 MAPS 11

POINT OF BEGINNING

S67°16'00"W



SCALE IN FEET

KEY



PARCEL 7427-02-1
 (LICENSE AREA)
 375 SQ. FT.

A.P.N. 044-163-007
 SERBIN
 DOC. 2012-049641

1133 O.R. 385

EXISTING 5' (WIDE) S.V.C.S.D. EASEMENT

MAP OF STELLAR GARDENS SUBDIVISION NO. 1

68 MAPS 11

LOT 13
 BLOCK 2

LOT 14
 BLOCK 2

LOT 15
 BLOCK 2

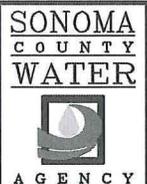
MAP OF STELLAR GARDENS SUBDIVISION NO. 2

68 MAPS 21

LOT 16
 BLOCK 1

LOT 17
 BLOCK 1

LOT 18
 BLOCK 1



REVISIONS		
REV.	DATE	BY

SOUTH PARK COUNTY SANITATION DISTRICT

EXHIBIT A-1
 PARCEL 7427-02-1
 BLACKWELL TRACT
 COLLECTION SYSTEM REPLACEMENT PROJECT

PROJECT/TASK:	7427-01
DATE :	11/09/10
DRAWN BY:	
CHECKED BY:	JM
SHEET NO.	1 OF 1

EXHIBIT "B"

To
Temporary Construction Easement Agreement, dated _____,
between the South Park County Sanitation District and Daniel Serbin, a single man.

B.1 EXISTING DEEDS OF TRUST

Deeds of Trust encumbering Grantor's Property as of the Effective Date of this Agreement:

1. Deed of Trust dated as of May 15, 2012, executed by Fidelity National Title Ins Co, as Trustee, in favor of Wells Fargo Bank, N.A., and recorded on May 24, 2012, as Instrument Number 2012049642 of Official Records of the County of Sonoma.

2. Deed of Trust dated as of June 06, 2014, executed by T.D Service Company, a California corporation, as Trustee, in favor of San Francisco Federal Credit Union, and recorded on June 11, 2014, as Instrument Number 2014039475 of Official Records of the County of Sonoma.

B.2 EXECUTED CONSENT FORMS OF LIENHOLDERS SPECIFIED IN B.1

**CONSENT OF LIENHOLDER
AND SUBORDINATION OF DEED OF TRUST**

NOTICE: This Subordination Agreement results in your security interest in the property becoming subject to and of lower priority than the Easement described below.

For valuable consideration, the undersigned, Wells Fargo Bank, N.A., the beneficiary/lienholder under that certain deed of Trust dated as of May 15, 2012, executed by Fidelity National Title Ins Co, as Trustee, in favor of the undersigned, and recorded May 24, 2012 as Instrument Number 2012049642 of Official Records of the County of Sonoma ("Deed of Trust"), and encumbering the real property described in the Temporary Construction Easement Agreement identified above to which this Consent form is attached in Exhibit B ("Agreement"), hereby consents to the Agreement, and subordinates the lien of the Deed of Trust to the Agreement, subject to the terms and provisions of the Agreement, including, without limitation, the effect of any breach or default under the Agreement on the lien of the Deed of Trust. In addition, the undersigned covenants that any sale or transfer made under the provisions of said Deed of Trust shall be subject to the Agreement.

Date: _____, _____

Wells Fargo Bank, N.A.

By: _____

Printed Name: _____

Title: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of _____)

On _____ before me, _____,
Date Here Insert Name and Title of the Officer

personally appeared _____
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Place Notary Seal Above

Signature of Notary Public

B.2 EXECUTED CONSENT FORMS OF LIENHOLDERS SPECIFIED IN B.1

**CONSENT OF LIENHOLDER
AND SUBORDINATION OF DEED OF TRUST**

NOTICE: This Subordination Agreement results in your security interest in the property becoming subject to and of lower priority than the Easement described below.

For valuable consideration, the undersigned, San Francisco Federal Credit Union, the beneficiary/lienholder under that certain deed of Trust dated as of June 06, 2014, executed by T.D Service Company, a California corporation, as Trustee, in favor of the undersigned, and recorded June 11, 2014 as Instrument Number 2014039475 of Official Records of the County of Sonoma ("Deed of Trust"), and encumbering the real property described in the Temporary Construction Easement Agreement identified above to which this Consent form is attached in Exhibit B ("Agreement"), hereby consents to the Agreement, and subordinates the lien of the Deed of Trust to the Agreement, subject to the terms and provisions of the Agreement, including, without limitation, the effect of any breach or default under the Agreement on the lien of the Deed of Trust. In addition, the undersigned covenants that any sale or transfer made under the provisions of said Deed of Trust shall be subject to the Agreement.

Date: _____, _____

San Francisco Federal Credit Union

By: _____

Printed Name: _____

Title: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of _____)

On _____ before me, _____,
Date Here Insert Name and Title of the Officer

personally appeared _____
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Place Notary Seal Above

Signature of Notary Public

Exhibit "C"

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the undersigned the South Park County Sanitation District 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 South Park County Sanitation District Blackwell Tract Collection System Replacement Project (Project) consisting of construction of a various improvements to the existing South Park County Sanitation District collection system to include installation of new sewer laterals.

The Project is located within the City of Santa Rosa on easements owned by the South Park County Sanitation District, 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 South Park County Sanitation District and am authorized to make this verification on behalf of South Park County Sanitation District. 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

EXHIBIT "D"

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

Sonoma County Water Agency
404 Aviation Boulevard
Santa Rosa, CA 95403

QUITCLAIM DEED

For good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, **the South Park County Sanitation District**, a body corporate and politic, organized and existing under and by virtue of the laws of the State of California, hereinafter referred to as "Transferor", does hereby remise, release, and forever quitclaim unto **Daniel Serbin**, a single man, hereinafter referred to as "Transferee", all right, title and interest in and to that real property situate in the County of Sonoma, State of California, and described as follows:

The lands of Daniel Serbin, a single man, as recorded on May 24, 2012, in Document Number 2012049641, Official Records of Sonoma County

Being that portion of the land granted to the Sonoma County Water Agency as described in that certain Temporary Construction Easement recorded on _____, under Document Number _____ of Official Records of Sonoma County.

IN WITNESS WHEREOF, Transferor has executed this instrument on this ___ day of _____, 20__.

Transferor: South Park County Sanitation District

By: _____
Grant Davis
General Manager

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Temporary Construction Easement Agreement dated _____, from **Daniel Serbin**, a single man to the **South Park County Sanitation District**, a Political subdivision 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.

South Park County Sanitation District

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

To: Board of Directors, Sonoma County Water Agency

Board Agenda Date: June 20, 2017

Vote Requirement: Majority

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

Staff Name and Phone Number:

Joan Hultberg, 547-1902

Supervisorial District(s):

Title: Accept FEMA Planning Grant

Recommended Actions:

- A) Authorize the Water Agency's General Manager to execute a grant agreement with Governor's Office of Emergency Services to accept \$150,000 in grant funds to update the Water Agency's Local Hazard Mitigation Plan.
- B) Adopt a Resolution designating the Water Agency's General Manager, Assistant General Managers, and Chief Engineer/Director of Groundwater Management to file applications and execute agreements for federal and/or state disaster financial assistance, effective for all open and future disasters for up to three (3) years from the date of approval.

Executive Summary:

The Sonoma County Water Agency (Water Agency) has been awarded a \$150,000 sub-grant from Federal Emergency Management Agency (FEMA) through the California Governor's Office of Emergency Services to update its Local Hazard Mitigation Plan (Local Plan). The Local Plan is part of the Water Agency's efforts to be prepared for natural and other disasters by identifying physical vulnerabilities and developing strategies to alleviate their impacts. As a condition of receiving certain FEMA grant funds, FEMA requires that the Local Plan be formally updated and adopted every five years. The Water Agency will contribute \$58,842 towards the Plan update, for a total budget of \$208,842.

This item requests the Water Agency's Board of Directors (Board) to authorize the General Manager to accept the grant award and adopt a Resolution designating the General Manager, Chief Engineer or Assistant General Managers as duly authorized representatives of the Board to apply for and receive grant funding from FEMA and/or the California Governor's Office of Emergency Services, and to provide the assurances and agreements required by these funding agencies for all open and future disasters for a period of up to three (3) years following the date of approval. The language and form of this resolution are provided by the California Governor's Office of Emergency Services.

Discussion:

The Local Plan sets forth the goals the Water Agency wants to achieve in terms of hazard and loss prevention for its infrastructure and systems. Sonoma County is located in an area impacted by multiple natural hazards, including floods, wildfires, landslides, and mudflows. The Water Agency's hazard assessment has shown that earthquakes and flooding represent the largest threats to its systems. California Geological Survey maps show that vulnerability to earthquakes is elevated in the Water Agency's service area. The Sonoma County Water Agency Local Hazard Mitigation Plan 2018 Update (Water Agency 2018 Plan Update) will examine the Water Agency's historical and current hazards, and update current mitigation goals, objectives, and activities associated with the Water Agency's water supply and transmission facilities. Part of the 2018 update process will also further the assessment of natural hazard related vulnerabilities associated with the Water Agency's flood control facilities and consider the Sonoma County Water Agency Climate Vulnerability Assessment and Adaptation Work Plan, and how to integrate elements of this plan into the Water Agency's 2018 Plan Update's mitigation goals, objectives, and actions.

The Water Agency 2018 Plan Update will support the County's Healthy Watersheds initiative in that resulting actions will address priority threats related to water supply, water quality, flood control, and the effects of climate change. In addition, the Water Agency is coordinating its hazard mitigation planning efforts with the County's Fire and Emergency Services department and the Sonoma County Local Hazard Mitigation Plan Task Force.

The process of updating a local hazard mitigation plan includes: 1) data collection; 2) outreach and engagement of stakeholders and the public; 3) hazard identification and risk/vulnerability assessment; 4) development of a mitigation strategy; 5) plan review and approval by FEMA; and 6) formal adoption of the approved plan by the Board. All work will be performed by Water Agency staff.

The grant terms require a 25% match of awarded funds. The budget for the project is \$208,842, with \$150,000 in grant funds and \$58,842 in Water Agency funds. Staff will return to the Board for adoption of the FEMA approved Water Agency 2018 Plan Update, anticipated to be in August of 2018.

In addition to its value as a planning loss prevention tool, a FEMA-approved hazard mitigation plan is required in order to be eligible to apply for federal hazard mitigation funds. The Water Agency's first local hazard mitigation plan was approved by FEMA and adopted by the Board in 2008. The plan was updated, approved, and adopted again in 2013. To date, the adoption and maintenance of the plan has been very successful, as it has resulted in \$4.3 million in grant awards for seismic improvements to the water transmission system, with an additional \$8.7 million pending successful environmental reviews by FEMA. (See Exhibit A for a detailed list of projects awarded grant funds and pending awards.)

FEMA provides two funding mechanisms for projects or actions intended to limit adverse effects of natural disasters: the Pre-Disaster Mitigation Program described in the Disaster Mitigation Act of 2000, and the Hazard Mitigation Grant Program described under the Robert T. Stafford Act. Both programs provide grants to states and local governments to implement long-term hazard mitigation measures. These programs are designed to identify and mitigate threats to local infrastructure by natural hazards, and both programs require that the local entity prepare and adopt a Local Hazard Mitigation Plan.

Water Agency staff is requesting two actions of the Board:

- 1) Authorize the General Manager to accept the grant award: Accepting the grant award of \$150,000 for the Water Agency 2018 Plan Update will defray almost 75% of the estimated cost of work that must be done, regardless of grant funding; and
- 2) Adopt a resolution designating the General Manager, Assistant General Managers, and Chief Engineer as authorized agents of the Board to apply for, accept awards, and enter into agreements for Federal and/or State disaster funds.

The resolution can be adopted as either a disaster-specific resolution or a “universal” resolution that is effective for all open and future disasters up to 3 years of the date of approval. The disaster-specific option limits the designated agents’ authority to a particular grant or project. Additional resolutions would be required for any subsequent grant or disaster approved for funding. Staff recommends adopting the “universal” version to enable the Water Agency to efficiently interact with FEMA in the wake of disasters such as our recent flood events. Federally declared disasters, such as the Napa earthquake, the Valley fire in Lake County, and the 2017 state-wide floods, activate numerous potential funding programs that often have short windows to apply. If the universal option is adopted, staff will keep the Board informed of any subsequent grant awards via staff update reports.

Prior Board Actions:

- 12/11/2012: Resolution to formally adopt the 2013 Update to the Sonoma County Water Agency’s Local Hazard Mitigation Plan.
- 01/08/2009: Resolution to formally adopt the Sonoma County Water Agency’s Local Hazard Mitigation Plan.

Strategic Plan Alignment Goal 3: Invest in the Future

County Goal 3: Invest in the Future: Updating the Local Hazard Mitigation Plan is an investment in our infrastructure that identifies vulnerabilities requiring mitigation measures to ensure minimal damage in the event of a natural disaster.

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

Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses		208,842	
Additional Appropriation Requested			
Total Expenditures		208,842	
Funding Sources			
General Fund/WA GF			
State/Federal		150,000	
Fees/Other: Water Transmission System		58,842	
Use of Fund Balance			
Contingencies			
Total Sources		208,842	
Narrative Explanation of Fiscal Impacts:			
<p>The total cost of the Water Agency 2018 Plan Update is estimated to be \$208,842, with grant funds providing \$150,000. The Water Agency's cost share of \$58,842 will be used to support the project through staff time, spent during the grant term, and secured in the Water Agency's Water Transmission Fund (44205). These costs will be included in the Water Agency budget for FY 17/18.</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:			
<p>Resolution Exhibit A: Secured and Pending FEMA Grant Awards for Water Transmission Pipeline</p>			
Related Items "On File" with the Clerk of the Board:			

**DESIGNATION OF APPLICANT'S AGENT RESOLUTION
FOR NON-STATE AGENCIES**

BE IT RESOLVED BY THE Board of Directors OF THE Sonoma County Water Agency
(Governing Body) (Name of Applicant)

THAT Water Agency General Manager, OR
(Title of Authorized Agent)
Water Agency Assistant General Manager, OR
(Title of Authorized Agent)
Water Agency Chief Engineer/Director of Groundwater Management
(Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the Sonoma County Water Agency, a public entity
(Name of Applicant)
established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

THAT the Sonoma County Water Agency, a public entity established under the laws of the State of California,
(Name of Applicant)
hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.

Please check the appropriate box below:

- This is a universal resolution and is effective for all open and future disasters up to three (3) years following the date of approval below.
- This is a disaster specific resolution and is effective for only disaster number(s) _____

Passed and approved this _____ day of _____, 20 _____

Shirley Zane, Chair
(Name and Title of Governing Body Representative)

James Gore, Director
(Name and Title of Governing Body Representative)

Susan Gorin, Director
(Name and Title of Governing Body Representative)

Lynda Hopkins, Director
(Name and Title of Governing Body Representative)

David Rabbitt, Director
(Name and Title of Governing Body Representative)

CERTIFICATION

I, _____, duly appointed and Clerk of the Board of
(Name) (Title)
Sonoma County Water Agency, do hereby certify that the above is a true and correct copy of a
(Name of Applicant)

Resolution passed and approved by the Board of Directors of the Sonoma County Water Agency
(Governing Body) (Name of Applicant)

on the _____ day of _____, 20____.

(Signature)

Clerk of the Board
(Title)

Cal OES Form 130 Instructions

A Designation of Applicant's Agent Resolution for Non-State Agencies is required of all Applicants to be eligible to receive funding. A new resolution must be submitted if a previously submitted Resolution is older than three (3) years from the last date of approval, is invalid or has not been submitted.

When completing the Cal OES Form 130, Applicants should fill in the blanks on page 1. The blanks are to be filled in as follows:

Resolution Section:

Governing Body: This is the group responsible for appointing and approving the Authorized Agents.

Examples include: Board of Directors, City Council, Board of Supervisors, Board of Education, etc.

Name of Applicant: The public entity established under the laws of the State of California. Examples include: School District, Office of Education, City, County or Non-profit agency that has applied for the grant, such as: City of San Diego, Sacramento County, Burbank Unified School District, Napa County Office of Education, University Southern California.

Authorized Agent: These are the individuals that are authorized by the Governing Body to engage with the Federal Emergency Management Agency and the Governor's Office of Emergency Services regarding grants applied for by the Applicant. There are two ways of completing this section:

1. **Titles Only:** If the Governing Body so chooses, the titles of the Authorized Agents would be entered here, not their names. This allows the document to remain valid (for 3 years) if an Authorized Agent leaves the position and is replaced by another individual in the same title. If "Titles Only" is the chosen method, this document must be accompanied by a cover letter naming the Authorized Agents by name and title. This cover letter can be completed by any authorized person within the agency and does not require the Governing Body's signature.
2. **Names and Titles:** If the Governing Body so chooses, the names **and** titles of the Authorized Agents would be listed. A new Cal OES Form 130 will be required if any of the Authorized Agents are replaced, leave the position listed on the document or their title changes.

Governing Body Representative: These are the names and titles of the approving Board Members.

Examples include: Chairman of the Board, Director, Superintendent, etc. The names and titles **cannot** be one of the designated Authorized Agents, and a minimum of two or more approving board members need to be listed.

Certification Section:

Name and Title: This is the individual that was in attendance and recorded the Resolution creation and approval.

Examples include: City Clerk, Secretary to the Board of Directors, County Clerk, etc. This person **cannot** be one of the designated Authorized Agents or Approving Board Member (if a person holds two positions such as City Manager and Secretary to the Board and the City Manager is to be listed as an Authorized Agent, then the same person holding the Secretary position would sign the document as Secretary to the Board (not City Manager) to eliminate "Self Certification.")

EXHIBIT A - Secured and Pending FEMA Grant Awards for Water Transmission Pipeline

Status	Project Title	Grant Amount
Secured	Water Transmissions Pipeline Seismic Hazard Mitigation -- Isolation Valves	\$1,930,181
Secured	Water Transmissions Pipeline Seismic Hazard Mitigation at Rodgers Creek Crossing	\$2,370,360
	Awarded subtotal	\$4,300,541
Pending	Water Transmissions Pipeline Seismic Hazard Mitigation at Russian River Crossing	\$2,948,879
Pending	Water Transmissions Pipeline Seismic Hazard Mitigation at Mark West Creek Crossing	\$2,810,700
Pending	Water Transmissions Pipeline Seismic Hazard Mitigation at Santa Rosa Creek Crossing	\$3,000,000
	Pending subtotal	\$8,759,579
	Total	\$13,060,120



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Directors, Sonoma County Water Agency

Board Agenda Date: June 20, 2017

Vote Requirement: Majority

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

Staff Name and Phone Number:

Candace Messner (707) 524-6426

Supervisorial District(s):

Title: Agreement to Purchase California Tiger Salamander Conservation Credit 2017

Recommended Actions:

Authorize Water Agency's General Manager to execute an agreement with Margaret West Conservation Preserve, LLC for purchase of California Tiger Salamander Conservation Credit in the amount of \$180,000 to offset potential negative impacts of necessary flood control maintenance activities.

Executive Summary:

The Sonoma County Water Agency (Water Agency) Stream Maintenance Program (Program) addresses three primary flood control maintenance activities: sediment management, vegetation management, and bank stabilization. The Program Biological Opinion issued by the United States Fish and Wildlife Service (Service) determined that certain flood control maintenance activities could adversely affect endangered California tiger salamanders (*Ambystoma californiense*) (tiger salamanders). Program regulatory permits require that the Water Agency mitigate for potential adverse effects to tiger salamanders. Currently, the most efficient and effective option to meet these mitigation requirements is by purchasing conservation credits at a Service-approved preservation bank located within the Santa Rosa Plain. Tiger salamander mitigation requirements are calculated annually and are based on specific criteria related to flood control maintenance project areas of potential impact and distances from known tiger salamander occurrences. The total mitigation requirement for 2016-2017 Program activities is estimated at 0.63 acre. The cost for 0.63 acre of conservation credit is \$113,400. Staff recommends purchasing 1.00 acre of conservation credit to cover anticipated 2017 needs, as well as anticipated future mitigation needs. Purchasing a 1.00-acre credit now would allow the Water Agency to secure conservation credits for future needs at the current price per acre, which is expected to continue increasing in conjunction with urban and agricultural buildout on the Santa Rosa Plain.

Staff recommends that the Water Agency Board of Directors (Board) authorize the General Manager to execute an agreement with Margaret West Conservation Preserve, LLC for the purchase of 1.00 acre of tiger salamander conservation credit in the amount of \$180,000 to fulfill the 2016-2017 Stream

Maintenance Program mitigation requirements and to help fulfill future needs at the current price per acre.

Discussion:

Stream Maintenance Program

The Water Agency maintains approximately 75 miles of engineered channels through its Stream Maintenance Program, including flood control channels, detention basins, and storm drain conduits; approximately 150 miles of modified and natural channels; and other related facilities (reservoir inlets, access roads, and v-ditches). These facilities are located in the unincorporated areas of Sonoma County; in the cities of Cotati, Healdsburg, Petaluma, Rohnert Park, Santa Rosa, Sebastopol, and Sonoma; and in the Town of Windsor. The majority of these facilities were constructed between 1960 and 1970, utilizing flood management techniques prevalent at the time (primarily straightened channels maintained free of woody vegetation).

The Water Agency is authorized to implement the Program in compliance with existing environmental laws and regulations under programmatic permit approvals from the North Coast Regional Water Quality Control Board, the San Francisco Bay Regional Water Quality Control Board, the California Department of Fish and Wildlife, National Marine Fisheries Service, the United States Army Corps of Engineers, and the United States Fish and Wildlife Service.

Mitigation

Maintenance activity impacts are greatly reduced through the avoidance and minimization measures described in Stream Maintenance Program Manual. To address impacts not reduced or avoided through such steps, the Stream Maintenance Program implements both on-site and off-site mitigation. On-site mitigation helps restore and enhance habitat and water quality conditions for fish, wildlife and the community at the specific project site; off-site mitigation works to improve conditions at the watershed scale. On-site and off-site mitigation activities include riparian habitat restoration, native plant installation, cattle exclusion fencing, bank stabilization to reduce sedimentation, non-native plant species removal, and the construction of geomorphic features to enhance instream habitat.

California Tiger Salamander Mitigation

In addition to on-site and off-site mitigation requirements, Stream Maintenance Program regulatory permits and the Program Biological Opinion require additional compensation for unavoidable impacts to California tiger salamander. Tiger salamander are currently designated as an endangered species under the federal Endangered Species Act and are designated and protected as a threatened species under the California Endangered Species Act. All occurrences of tiger salamander requiring mitigation under the Program are within 1.3 miles of a Program flood control channel and occur in Flood Control Zone 1A which includes the Santa Rosa Plain.

Compensation for adverse effects of Program activities to tiger salamander may include contribution to a Service-approved tiger salamander conservation bank in the Santa Rosa Plain. Conservation banks are permanently protected lands that contain natural resource values and are managed for species that are endangered, threatened, or are otherwise a species at-risk. The Program Biological Opinion issued by the Service provides a formula for determining the mitigation required based on the distance between Program maintenance activities and known tiger salamander occurrences.

To address mitigation requirements, the Water Agency can either buy tiger salamander credits from existing mitigation banks on the Santa Rosa Plain, establish a tiger salamander preserve, or possibly fund tiger salamander conservation science research projects. To date, viable research activities or a path forward to establish a preserve have not been identified and purchasing conservation credits continues to be the most efficient and effective option for meeting tiger salamander mitigation requirements.

The location of tiger salamander occurrences are based on the latest available California Natural Diversity Database (Database) information. The Database is an inventory of the status and locations of rare plants and animals managed by California Department of Fish and Wildlife. Water Agency staff determined Program ground disturbing project distances in relation to tiger salamander Database occurrences using geographic information system tools. Distance determinations and associated compensation requirements are approved by the California Department of Fish and Wildlife and the Service.

The initial annual tiger salamander mitigation requirements are estimated based on Program maintenance design plans (the anticipated acreage of soils disturbed in tiger salamander range above the flood channel ordinary high water mark). After maintenance work is completed, field measurements are made to determine the actual mitigation required. To date (2010-2016), the Water Agency has purchased a total of 0.75 acre of California tiger salamander conservation credit at a cost of \$92,448. The total Stream Maintenance Program compensation requirement from 2010 to 2016 is 1.31 acres. Currently the Program has a deficit of 0.57 acres remaining after the 2016 work season due to completed project impacts exceeding estimated need in 2016. Projects planned for the 2017 field season are expected to require an additional 0.07 acre of conservation credit, making the estimated outstanding 2016-2017 requirement equal to 0.63 acres.

Need for Conservation Credit Purchase

Stream Maintenance Program permits require that the Water Agency provide compensation for annual impacts to tiger salamanders. Execution of this agreement to purchase required tiger salamander conservation credit will help the Stream Maintenance Program meet the compensation requirement for previous (2016) impacts and anticipated impacts in the coming year's activities. Furthermore, this would allow the Water Agency to secure credit for future needs at the current price per acre, which is expected to continue increasing in conjunction with steadily rising land costs in Sonoma County.

Recommendation

Water Agency staff recommends that the Board authorize the General Manager to execute an agreement with Margaret West Conservation Preserve, LLC for the purchase of 1.00 acre of tiger salamander conservation credit in the amount of \$180,000 to cover the 2016-2017 Stream Maintenance Program mitigation requirements and to help cover future needs.

Prior Board Actions:

01/24/2017: Board authorized the General Manager to enter into agreements up to \$75,000 as necessary to meet mitigation requirements imposed by regulatory agencies in connection with the Sonoma County Water Agency's Stream Maintenance Program, following review and approval by County Counsel as to form.

07/13/2010: Board authorized the General Manager to enter into agreements up to \$50,000 as necessary to meet mitigation requirements imposed by regulatory agencies in connection with the Sonoma County Water Agency's Stream Maintenance Program, following review and approval by County Counsel as to form.

09/01/2012: Approved Agreement for Sale of California Tiger Salamander Credits 2016; cost \$66,692.

06/23/2009: Stream Maintenance Program Final Environmental Impact Report Certification and Program Approval.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Protect, maintain, and manage parks, public lands, and open space systems that promote recreation, health, and agricultural viability and protect watersheds, promote biodiversity, and contribute to the economic vitality. This Item supports Strategic Goal 2 Economic and Environmental Stewardship by providing needed funding for the required mitigation that allows the Stream Maintenance Program to operate. The Stream Maintenance Program supports the economy by employing residents, protects infrastructure from flooding, as well as developing healthy, inherently complex managed riparian systems.

Water Agency Flood Control Goals and Strategies, Goal 2: Maintain, operate, and modify flood protection facilities to meet current and future public needs. This item supports the ongoing implementation of the Stream Maintenance Program (by providing required mitigation) which is crucial to continued flood management activities

Fiscal Summary

Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses	\$180,000		
Additional Appropriation Requested			
Total Expenditures	\$180,000		
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other	\$180,000		
Use of Fund Balance			
Contingencies			
Total Sources	\$180,000		

Narrative Explanation of Fiscal Impacts:

Budgeted amount of \$180,000 is available from FY 2016/2017 appropriations for the Zone 1A flood control fund. No additional appropriation is required. There is no other financial impact associated with

this item. Funds for Stream Maintenance Program mitigation activities are included in the annual maintenance activity budget for Flood Control Zone 1A.

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

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

Agreement for Sale of California Tiger Salamander Conservation Credit 2017

This Agreement for Sale of California Tiger Salamander Conservation Credits 2017 ("Agreement") is entered into between **Margaret West Conservation Preserve, LLC**, a California limited liability company (herein referred to as "Seller"), and **Sonoma County Water Agency**, a body corporate and politic of the State of California (herein after referred to as "Buyer"). Buyer and Seller are collectively referred to as "Parties." The Effective Date of this Agreement is the date the Agreement is last signed by the Parties to the Agreement.

RECITALS

- A. Seller has developed the Margaret West Conservation Bank (herein after referred to as "Bank") in Sonoma County, California.
- B. The Bank was approved by the U.S. Fish & Wildlife Service ("USFWS") and the California Department of Fish and Wildlife ("CDFW") (herein referred to as the "Agencies") on February 25, 2011. The Bank is currently in good standing with these Agencies.
- C. The Bank has received its approval from the Agencies to offer California tiger salamander conservation credits for the loss of endangered Sonoma County Distinct Population Segment of the California tiger salamander (*Ambystoma californiense*), hereinafter referred to as "CTS Conservation Credits," habitat as specified in the Bank's Conservation Bank Agreement herein referred to as the "Bank Agreement" with the Agencies.
- D. Buyer's project, including mitigation needs, is described in Exhibit A.
- E. Buyer wishes to purchase 1.00 acre of Conservation CTS Credits from the Seller, and the Seller wishes to sell 1.00 acre to Buyer of CTS Conservation Credits.
- F. Seller has provided Buyer with copies of the necessary approvals from the approving Agencies for the Bank.
- G. A sample "Bill of Sale" is described in Exhibit B, and a sample "Payment Receipt" is described in Exhibit C.

THE PARTIES AGREE AS FOLLOWS:

1. Seller sells to the Buyer and Buyer hereby purchases 1.00 acre of CTS Conservation Credits for the purchase price of \$180,000 (One hundred eighty thousand dollars). The 1.00 acre is for the "Stream Maintenance Program" ("Project"). Seller shall deliver an executed "Bill of Sale," in Exhibit B, and a "Payment Receipt," in Exhibit C, upon completion of sale. The method of payment is a check to Margaret West Conservation Preserve, LLC.

2. The sale and transfer of CTS Conservation Credits under this Agreement is not a sale or transfer of a security, license, lease, easement, or possessory or non-possessory interest in real property, nor the granting of any interest of the foregoing.
3. The CTS Conservation Credit purchase price shall include creating the Project description, reviewing Buyer's calculations of the mitigation acreage required, providing written explanation of calculating mitigation acreage, having an independent biologist help prepare submittal to the USFWS, helping to obtain approval from the USFWS, and answering questions for the USFWS and the CDFW.
4. The Buyer has no obligation to support, pay for, monitor, report on, sustain, continue in perpetuity, or otherwise be obligated or liable for the success or continued expense or maintenance in perpetuity of the CTS Conservation Credits sold to Buyer by the Seller. As required by law and the Bank Agreement, the Seller shall monitor and make reports to the appropriate agencies on the status of any CTS Conservation Credits sold to Buyer. The Seller shall be fully and completely responsible for satisfying any and all conditions placed on the Bank or the CTS Conservation Credits by state or federal jurisdictional agencies. The Seller shall indemnify the Buyer for all such obligations.
5. The CTS Conservation Credits sold and transferred to the Buyer shall be non-transferable and non-assignable, and shall not be used as compensatory mitigation for any other project or purpose, except as discussed in this Agreement.
6. The Seller represents and warrants to Buyer the following: (1) the Seller has obtained the necessary approvals from the Agencies to establish the Bank, (2) the Seller has good and marketable title to the CTS Conservation Credits that are the subject of this Agreement, and (3) the Seller agrees not to enter into any agreement that would "over-sell" the interest in the Bank or diminish the number of CTS Conservation Credits or mitigation acreage allocated to Buyer under this Agreement.
7. This Agreement shall be governed by the laws of the State of California. Any action at law or equity brought in connection with this Agreement shall be filed in the Superior Court for the County of Sonoma.
8. If any legal dispute arises under this Agreement, the prevailing Party shall recover, as an element of its costs of suit, its actual attorney's fees and costs, including expert witness fees, from the other Party. A Party not entitled to recover its costs of suit shall not recover attorney's fees.
9. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

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/ **PURPOSELY LEFT BLANK**

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

Reviewed as to Funds:

TW 16/17-123

By: _____
Water Agency Division Manager -
Administrative Services

Approved as to Form:

By: _____
Cory O'Donnell
Deputy County Counsel

Sonoma County Water Agency

**Margaret West Conservation Preserve, LLC, a
California limited liability company**

By: _____
Grant Davis
Water Agency General Manager
Authorized per Water Agency's Board of
Directors Action on June 20, 2017

By: _____
Harvey O. Rich
Managing Member

Date: _____

Date: _____

Exhibit A

Project Description

Sonoma County Water Agency

California Tiger Salamander Mitigation Banking

Sonoma County Water Agency Stream Maintenance Program:

Project Descriptions for California Tiger Salamander Mitigation Banking

February 27, 2017

Stream Maintenance Program Overview

Sonoma County Water Agency's (Water Agency's) Stream Maintenance Program (SMP) provides the organizational framework to oversee routine channel maintenance activities. The SMP uses a systematic approach to manage stream channels in Sonoma County based on the channel type and the biological resources that occur within each stream reach.

The SMP Manual describes each maintenance activity, the stream reaches in which activities are permitted, the specific activities which are permitted, the specific activities which are permitted on a reach by reach basis, and when avoidance, minimization measures, and compensation are required. As such, the SMP Manual serves as the description of activities permitted by the relevant regulatory agencies. The SMP Manual is intended to guide the planning and implementation of management actions by Water Agency maintenance staff, engineer, and resource managers. In addition, the SMP Manual serves as a reference guide for environmental regulatory agency's staff and other watershed stakeholders.

SMP Projects

Generally, several SMP projects implemented each year require mitigation for impacts to California tiger salamander (CTS) habitat. These include all projects requiring earth disturbance that are located within the 1.3 mile buffer of known CTS occurrences. The following types of projects, described in detail in the SMP manual, are anticipated to be undertaken.

- **Localized Sediment Removal**
- **Reach Scale Sediment Removal**
- **Sediment Basin/In-Stream Basin Clearing**
- **Bank Repairs**

The U.S. Fish and Wildlife Service's Programmatic Biological Opinion for the SMP stipulates that preservation bank compensation would be purchased based on the following criteria:

1. Action less than 500 ft from a known CTS occurrence would be compensated for at a ratio of 2:1.
2. Action greater than 500 and less than 2,200 ft from a known CTS occurrence would be compensated for at a ratio of 1:1.
3. Actions greater than 2,200 ft and less than 1.3 miles from a known CTS occurrence would be compensated for at a ratio of 0.2:1.

2016 – 2017 SMP Mitigation Requirements

The Water Agency used the remainder of CTS mitigation credits purchased in 2015 (0.33 acres) on the Margaret West Conservation Preserve during the 2016 field season. In order to cover the 2016 mitigation requirements, an additional 0.556 acres of CTS credit are needed, as shown in the 2016 accounting tables below.

2016 Completed projects within potential CTS habitat	Rank/ Area Disturbed	Compensatory CTS Mitigation Required	
		Ratio	Total required (sq.ft.)
ZONE 1A			
<i>Localized Scale</i>			
Hinebaugh 2	1/0	2:1	0
LaBath 2	3/436	0.2:1	87
Laguna 2/3 and Copeland 1	2/16,480	1:1	16,480
<i>Reach Scale</i>			
Laguna 4	2/6,596	1:1	6,596
<i>Bank Repair</i>			
Peterson 1	3/504	0.2:1	101
<i>In-stream Sediment Basin Clearing</i>			
Copeland 3/4	3/0	0.2:1	0
Copeland 4/5	3/270	0.2:1	54
Santa Rosa 2	3/0	0.2:1	0
Wilfred 1C	3/0	0.2:1	0
<i>Fil Removal</i>			
Santa Rosa 1 (south access road)	3/30,470	0.2:1	6,094
2016 Project Totals	54,756 (1.26 acres)		29,412 (0.675 acres)

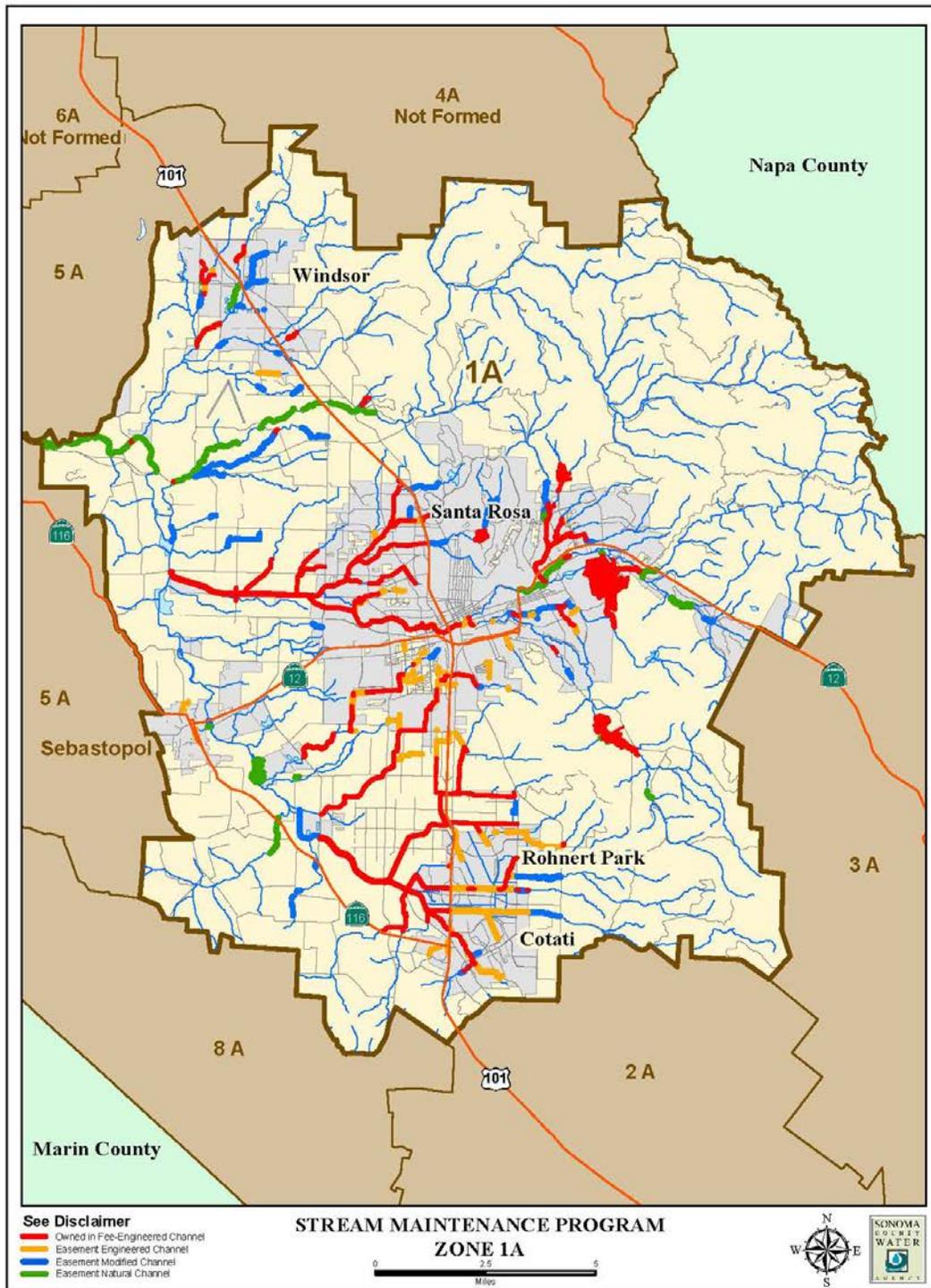
Year	CTS Credits Purchased	CTS Credits Used	Running Balance
2010	0.07	0.034	0.036
2011	0.07	0.05	0.056
2012	0	0.049	0.007
2013	0.28	0.237	0.05
2014	0	0.24	-0.19
2015	0.33	0.021	0.119
2016	0	0.675	-0.556
Credit available to cover 2017 field season:			0

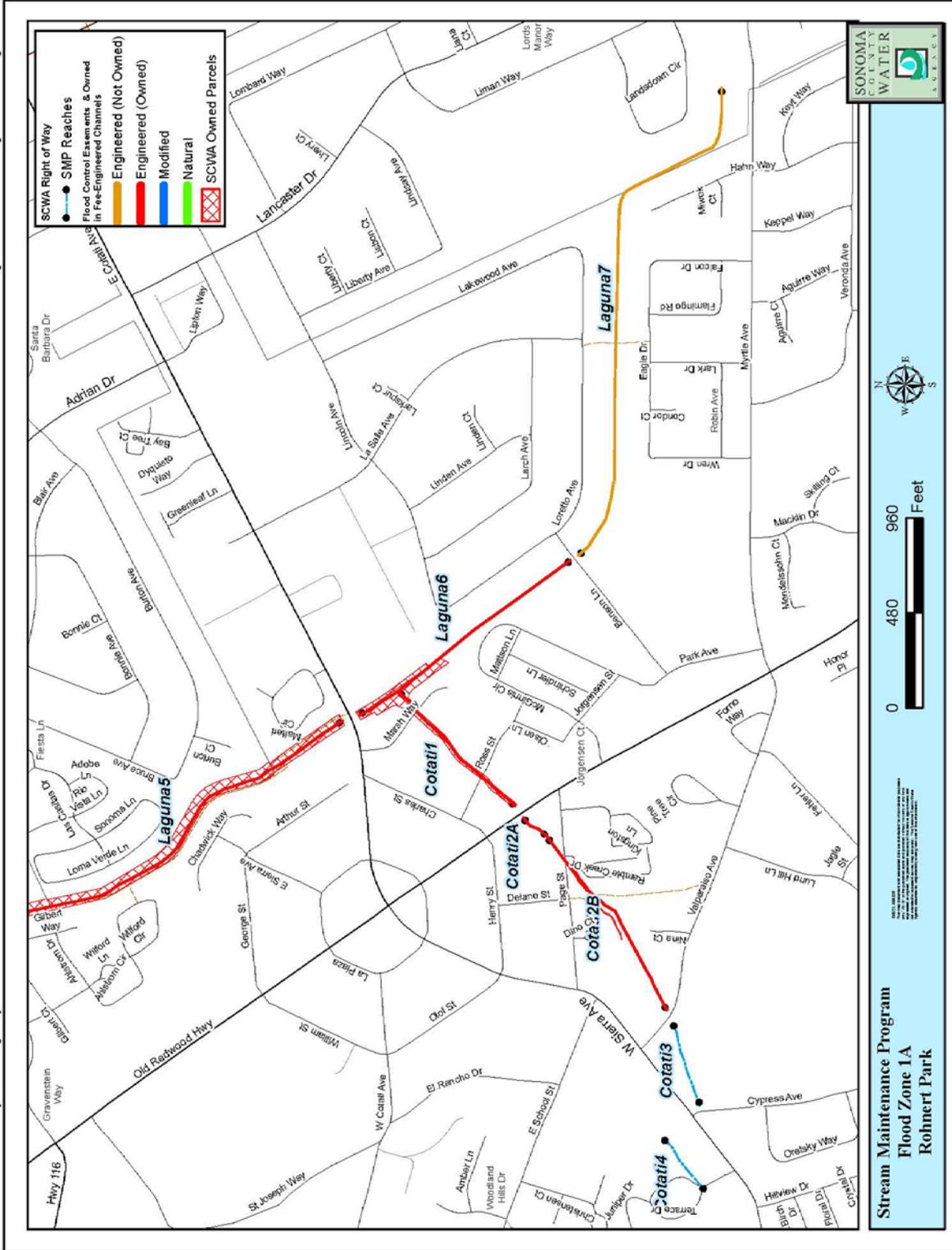
In addition to covering the leftover 2016 CTS mitigation needs (0.556 acres), the Water Agency would like to purchase additional credit to cover the upcoming 2017 field season (and beyond). Specific information on each of the 2017 projects will be released as part of the Water Agencies SMP Annual Notification for Maintenance Projects (which is submitted to regulating agencies April 30th of each year)

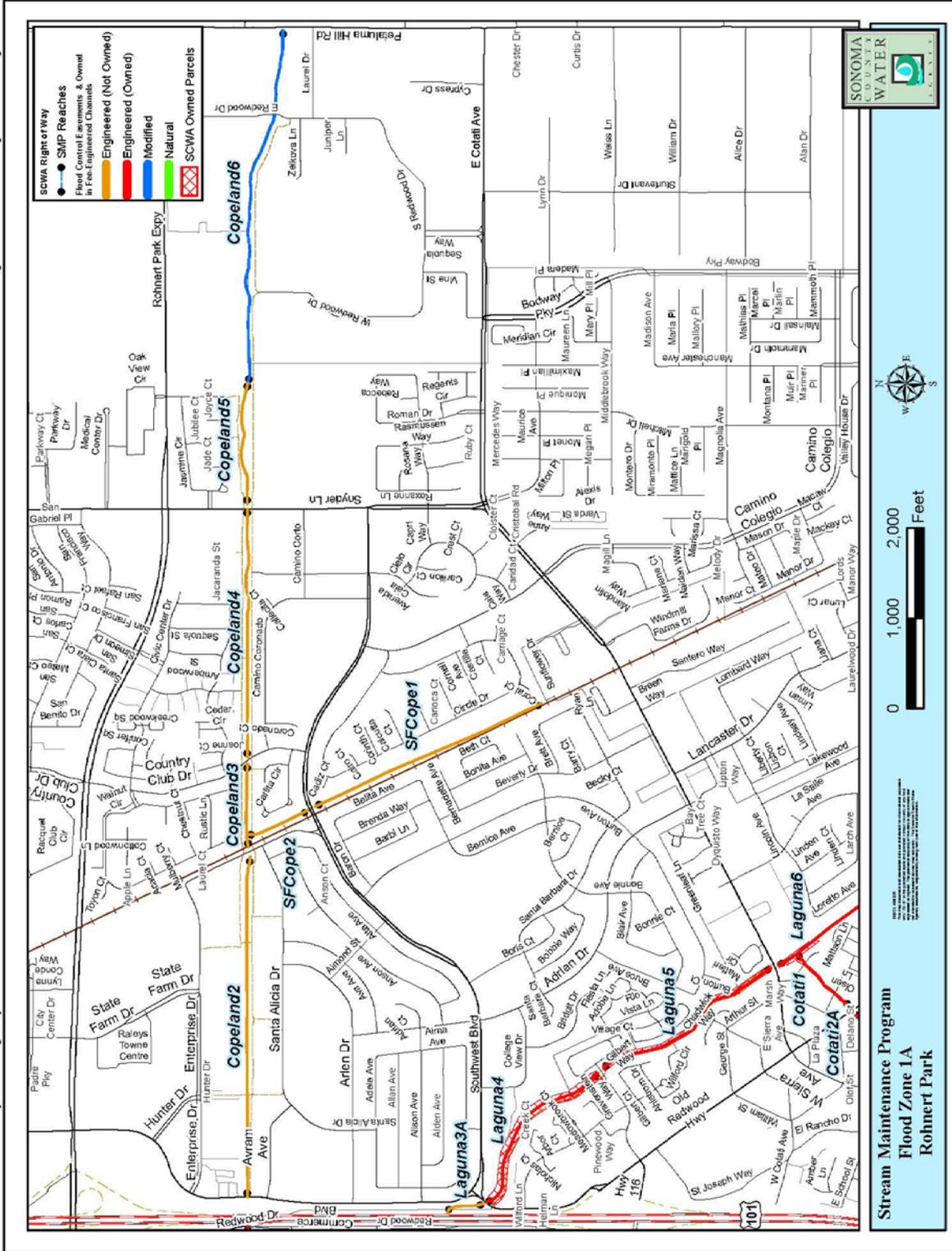
and will be described in an appendage to the programmatic Biological Opinion. Based on the average annual CTS mitigation requirements to date (2010-2016), the Water Agency anticipates needing a minimum 0.19 acre credits to cover the 2017 season.

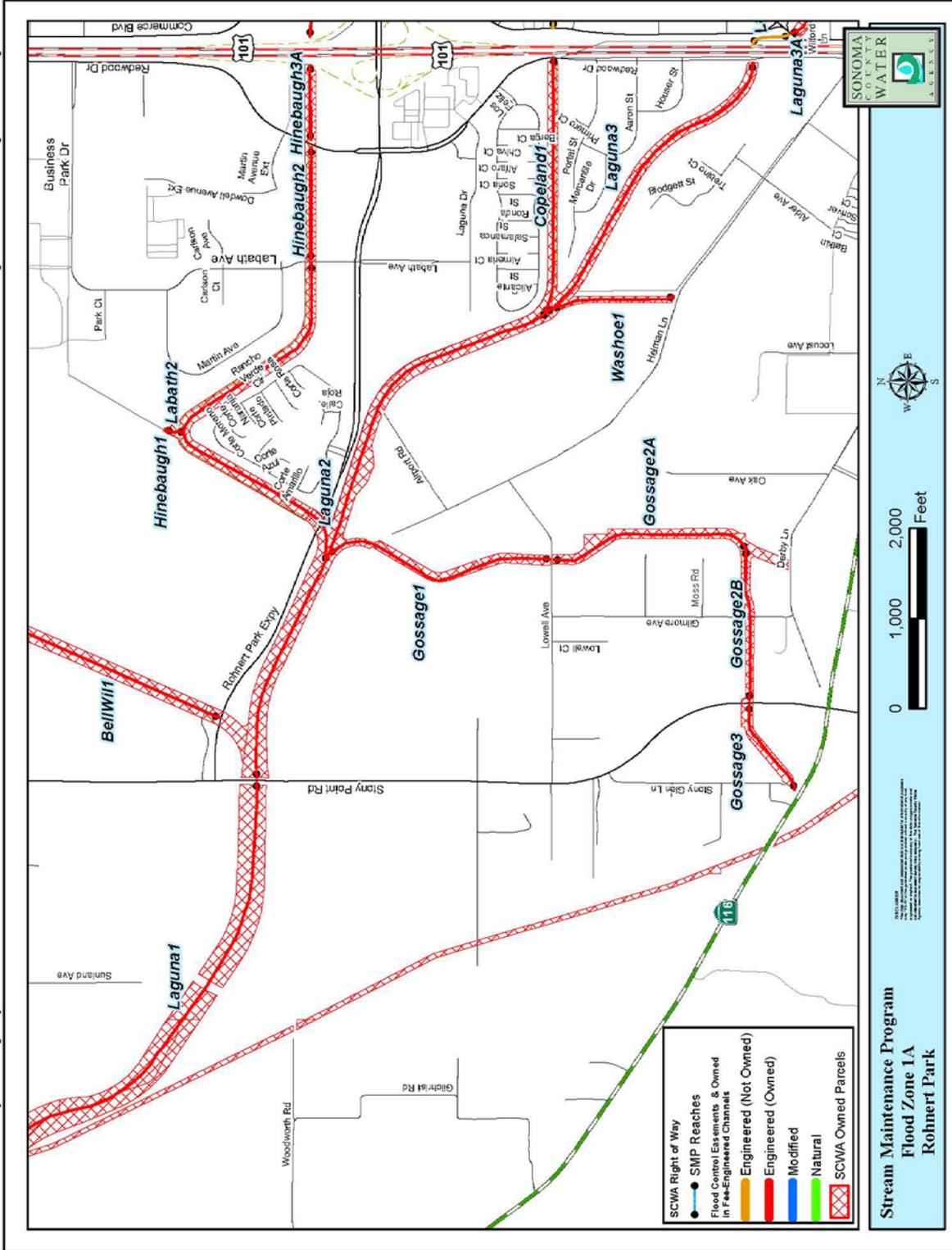
In order to cover remaining 2016 CTS mitigation needs (0.556 acres) as well as the upcoming 2017 field season and beyond, the Water Agency is interested in purchasing 1.00 acre of CTS conservation credit at this time for the price of \$180,000.

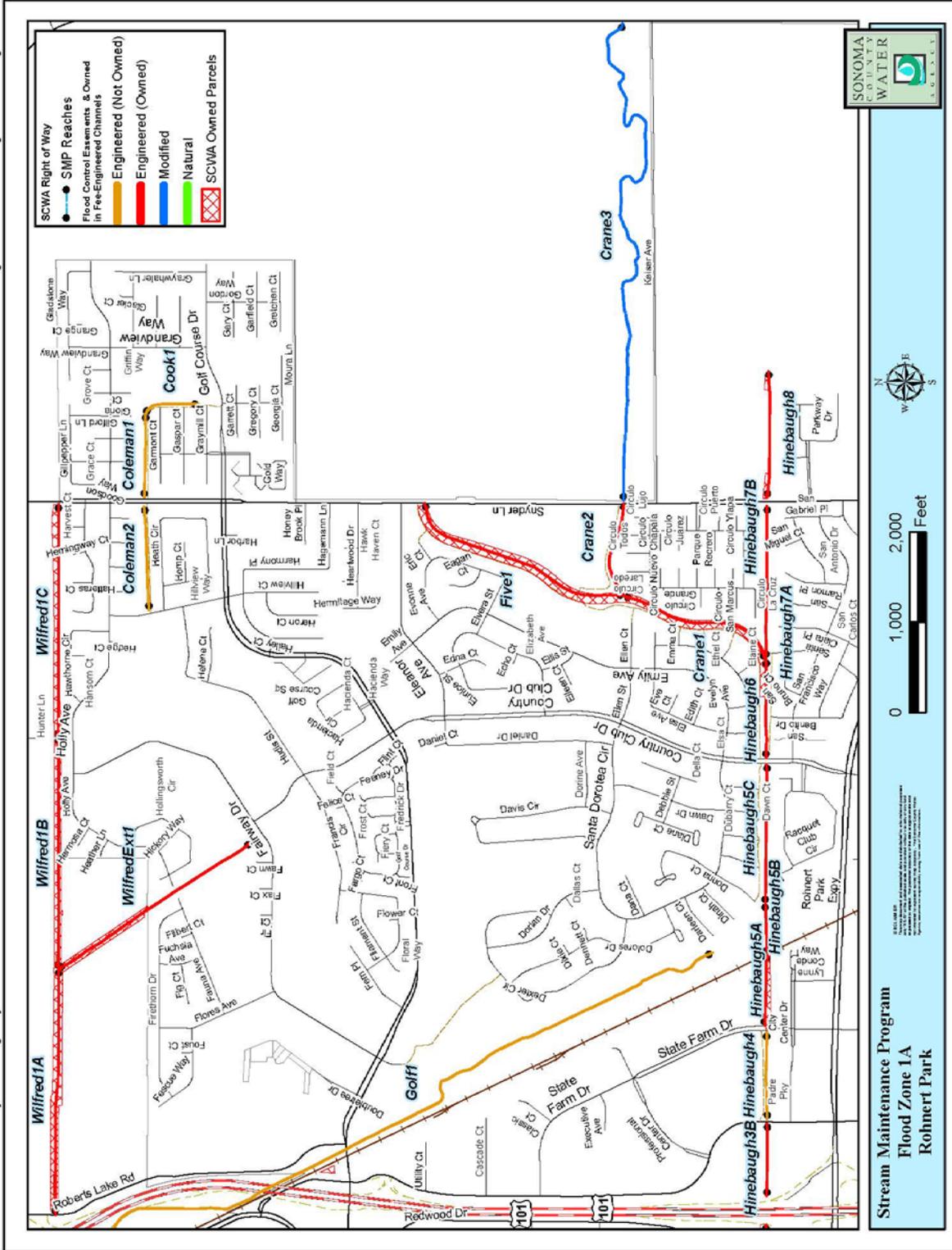
Maps: SMP Projects with the Potential to Require the Purchase of CTS Conservation Credits
(Provided below)

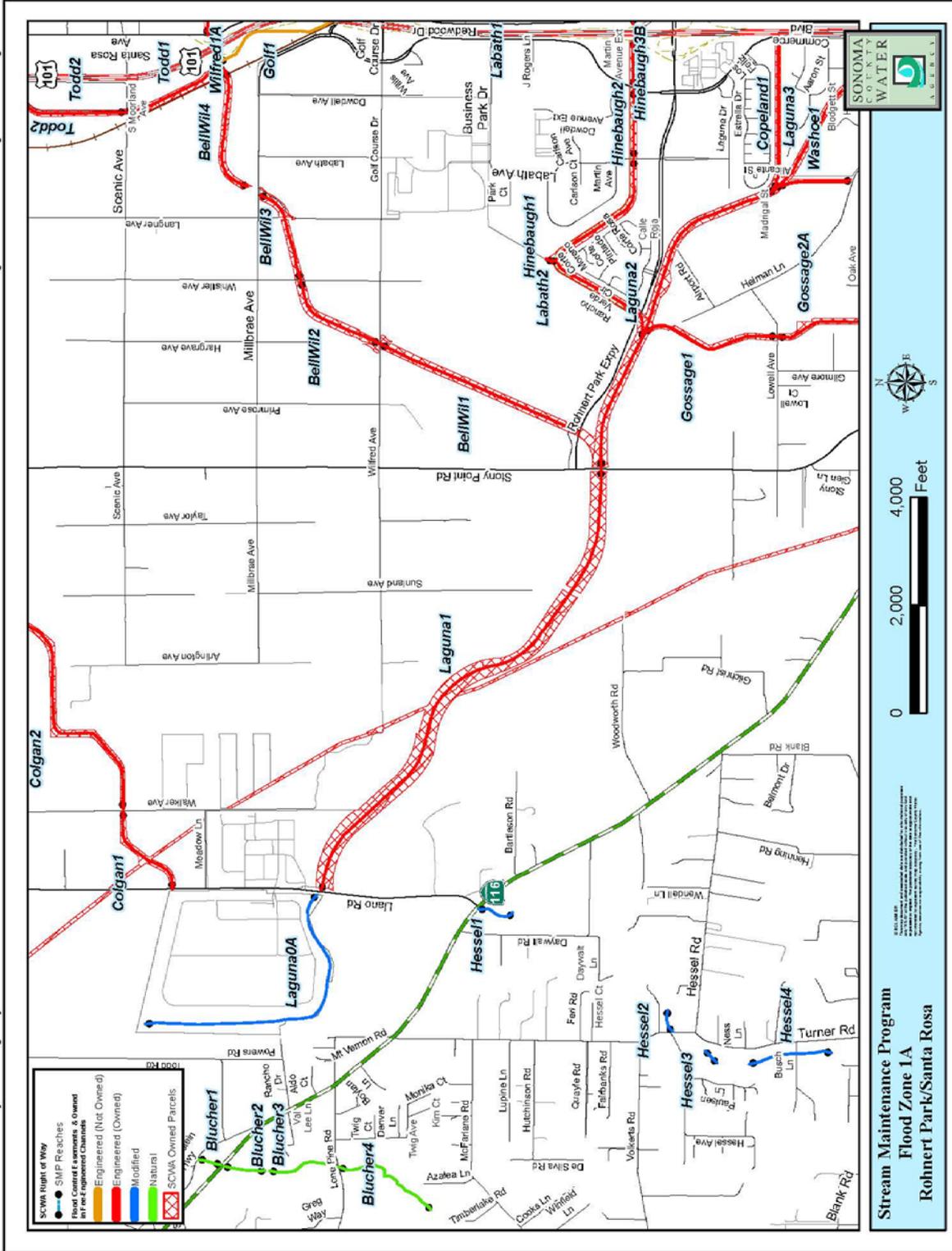


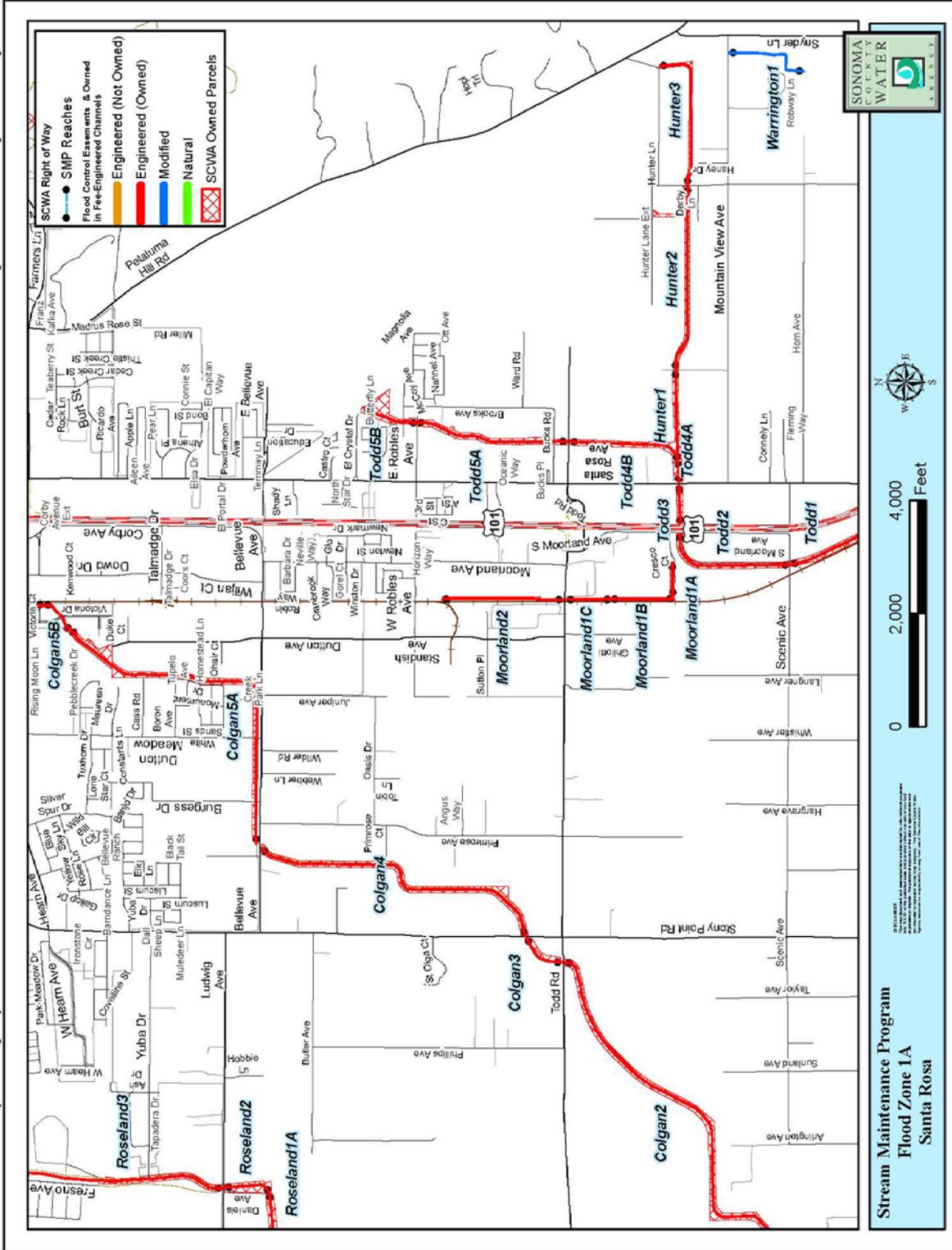


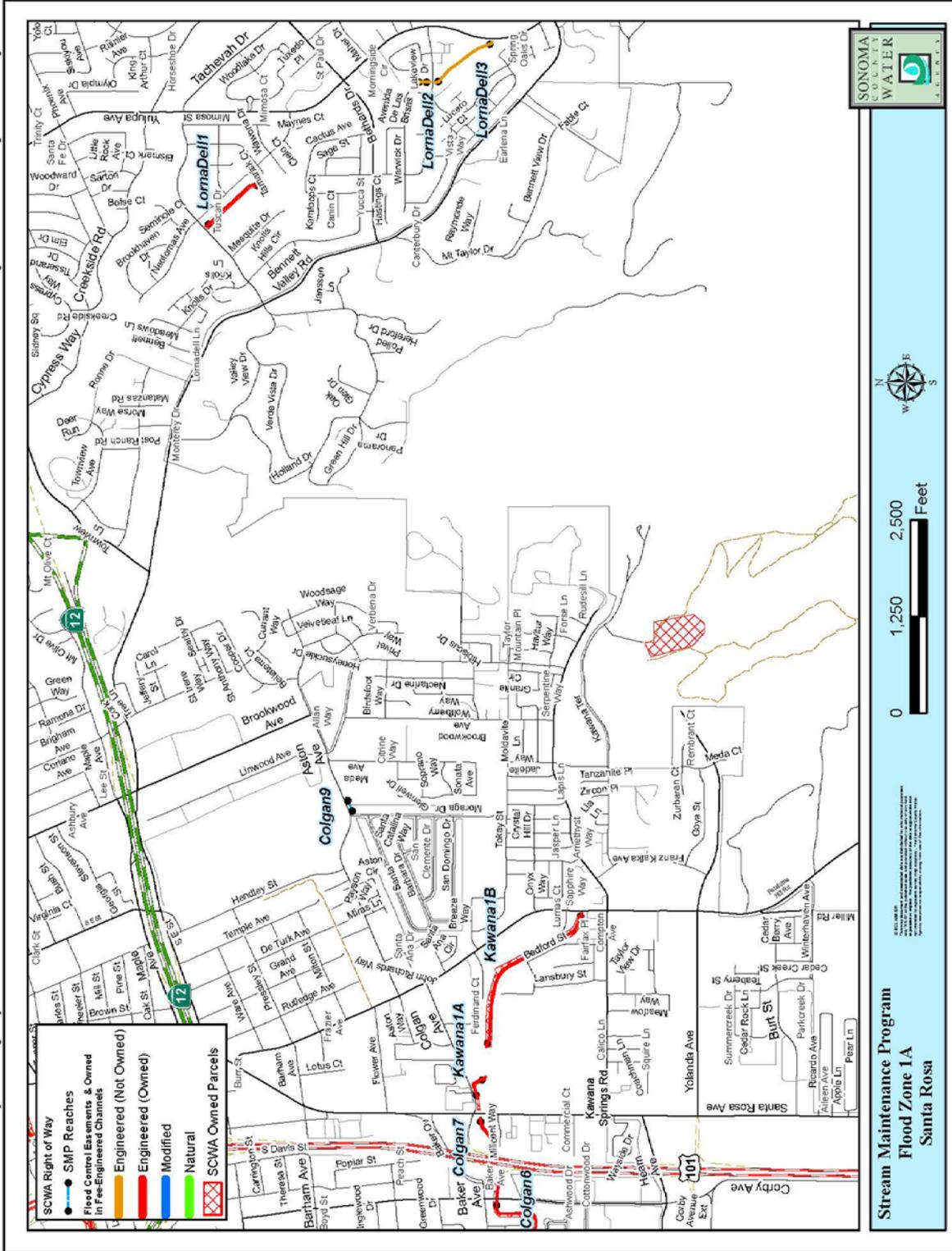


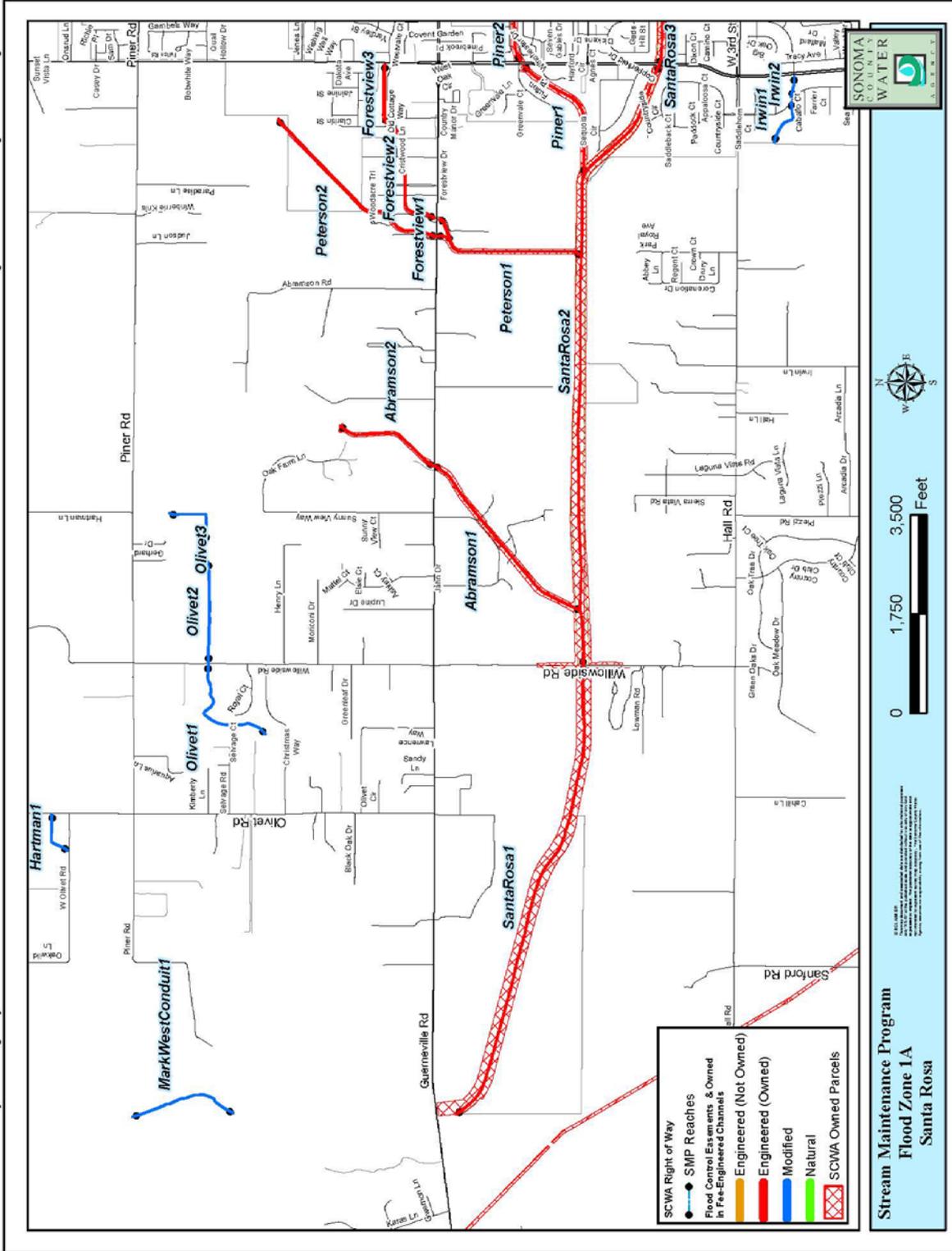


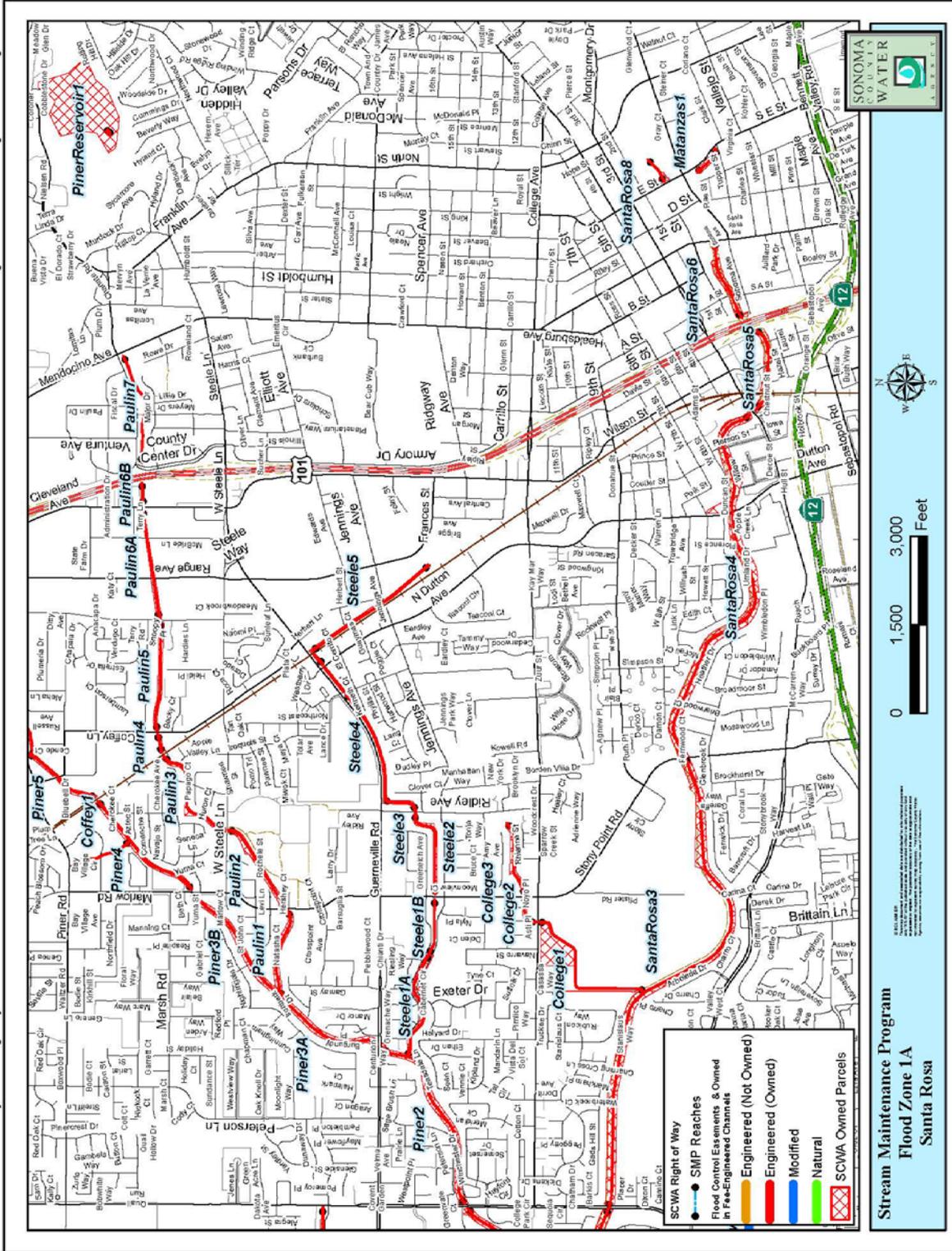


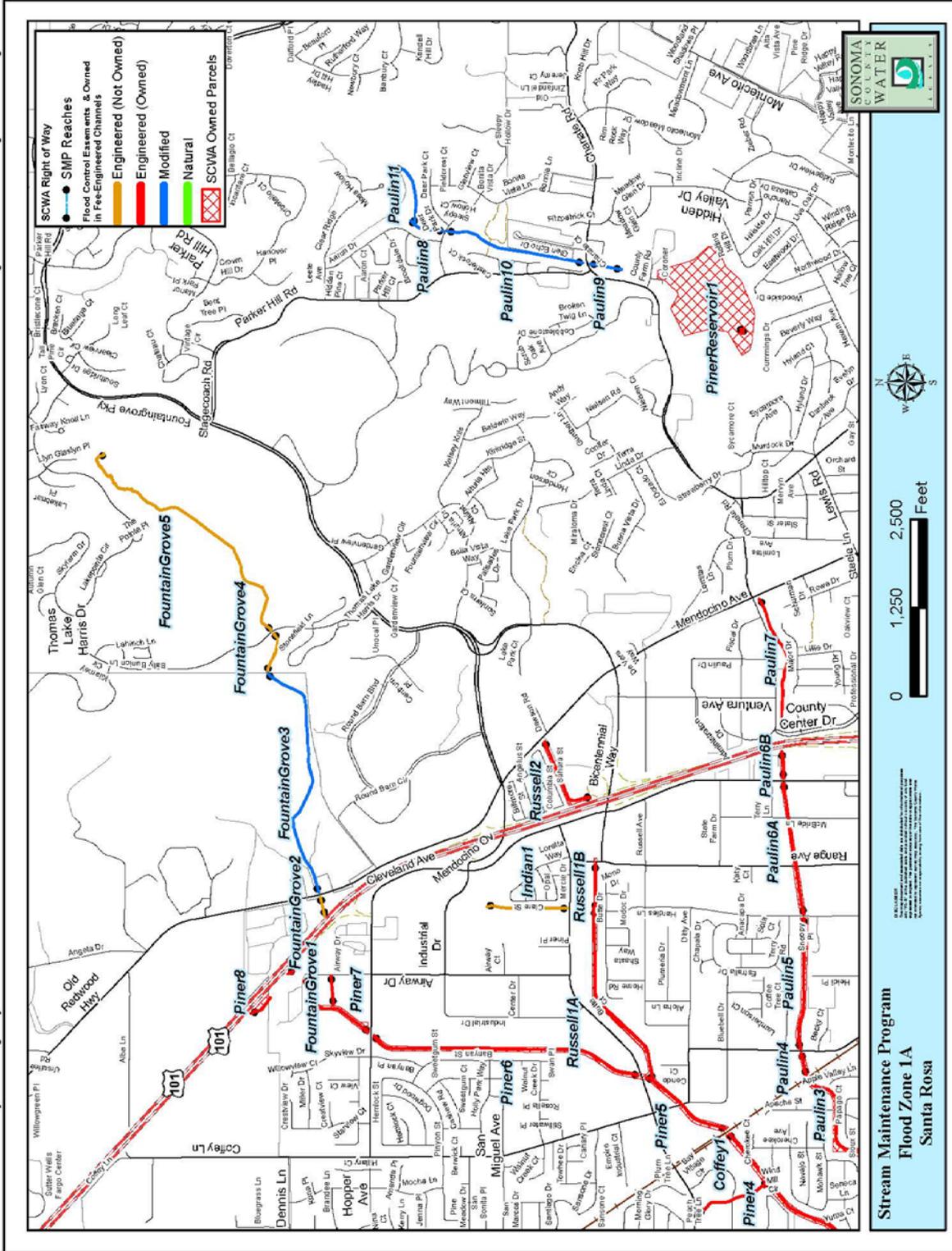


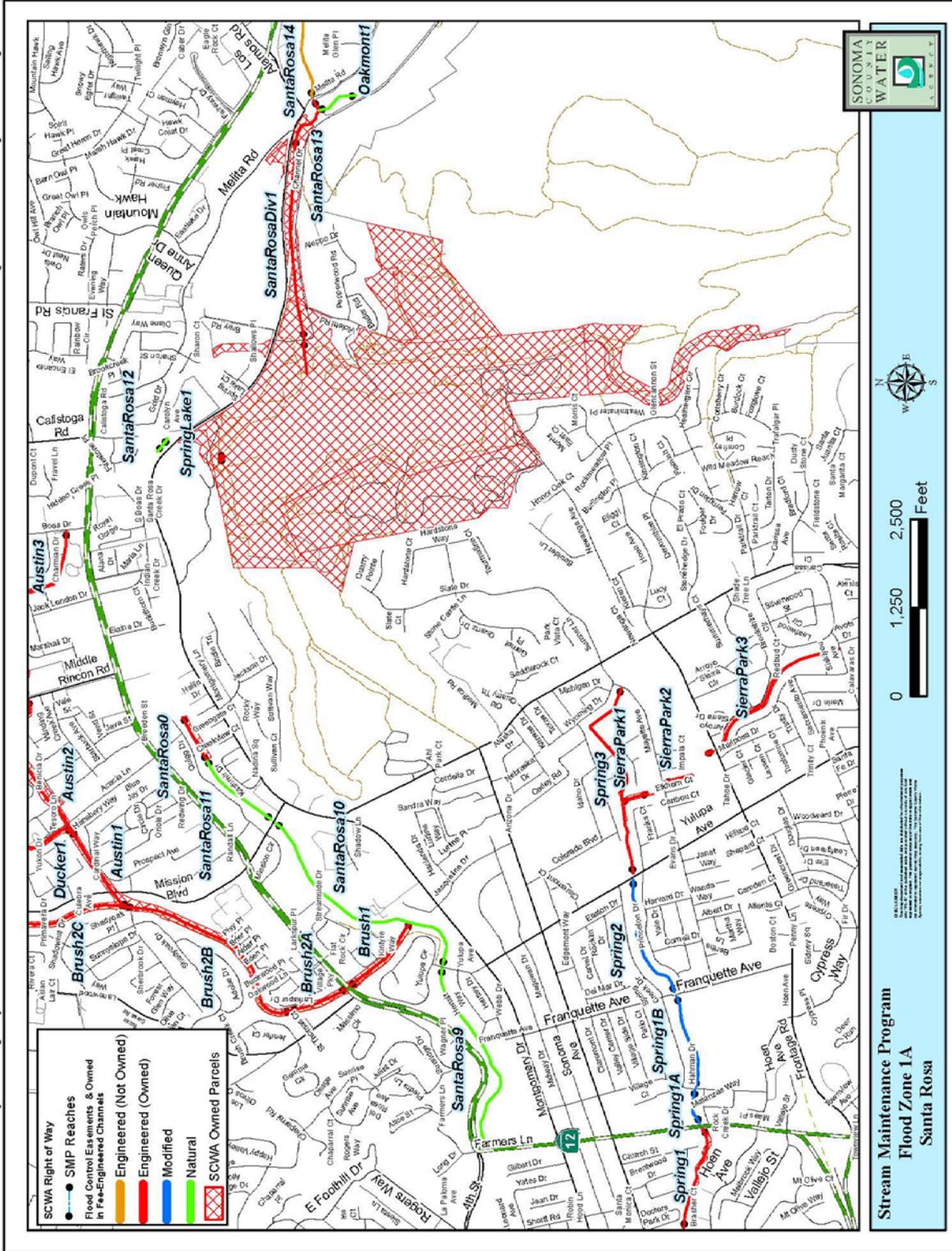


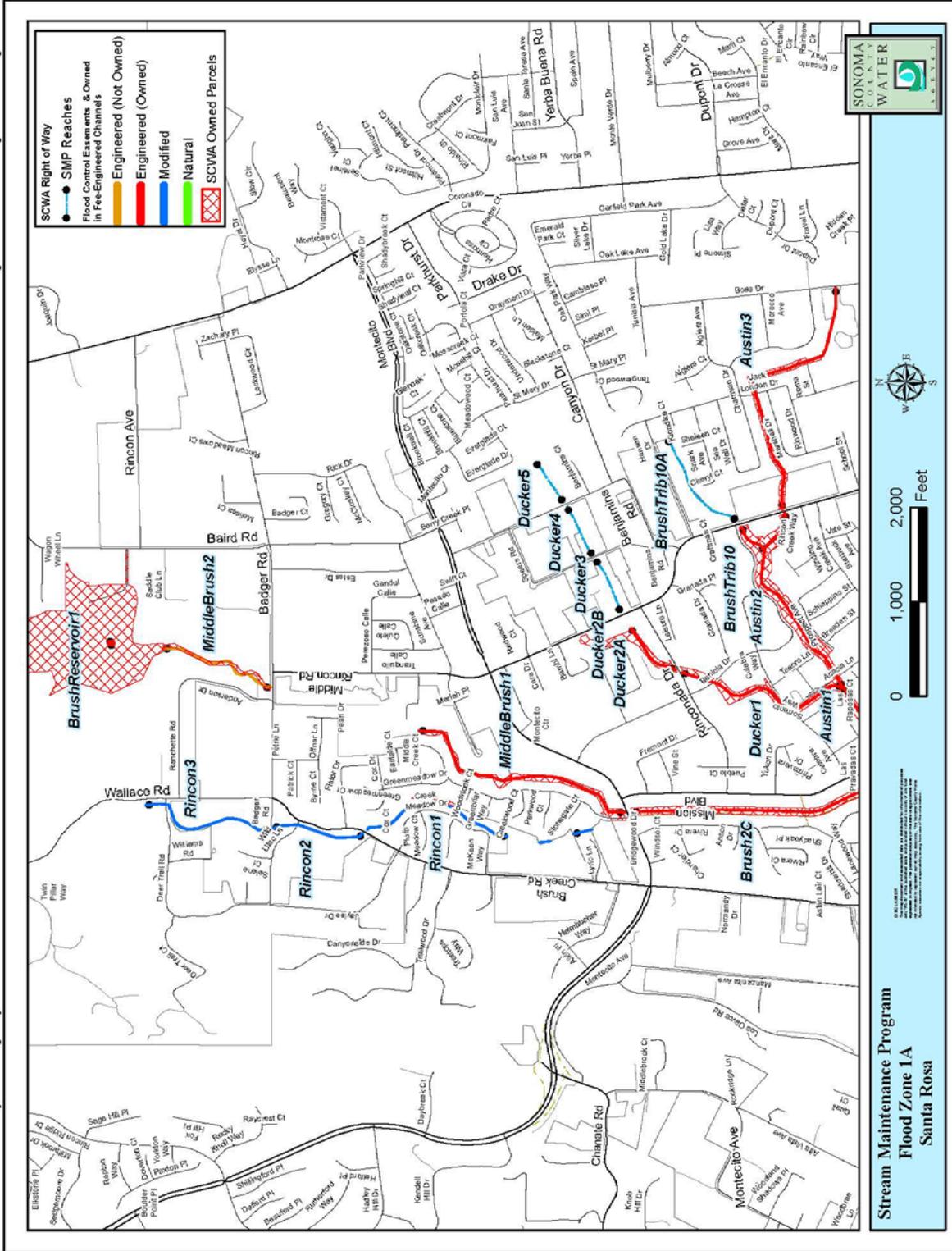


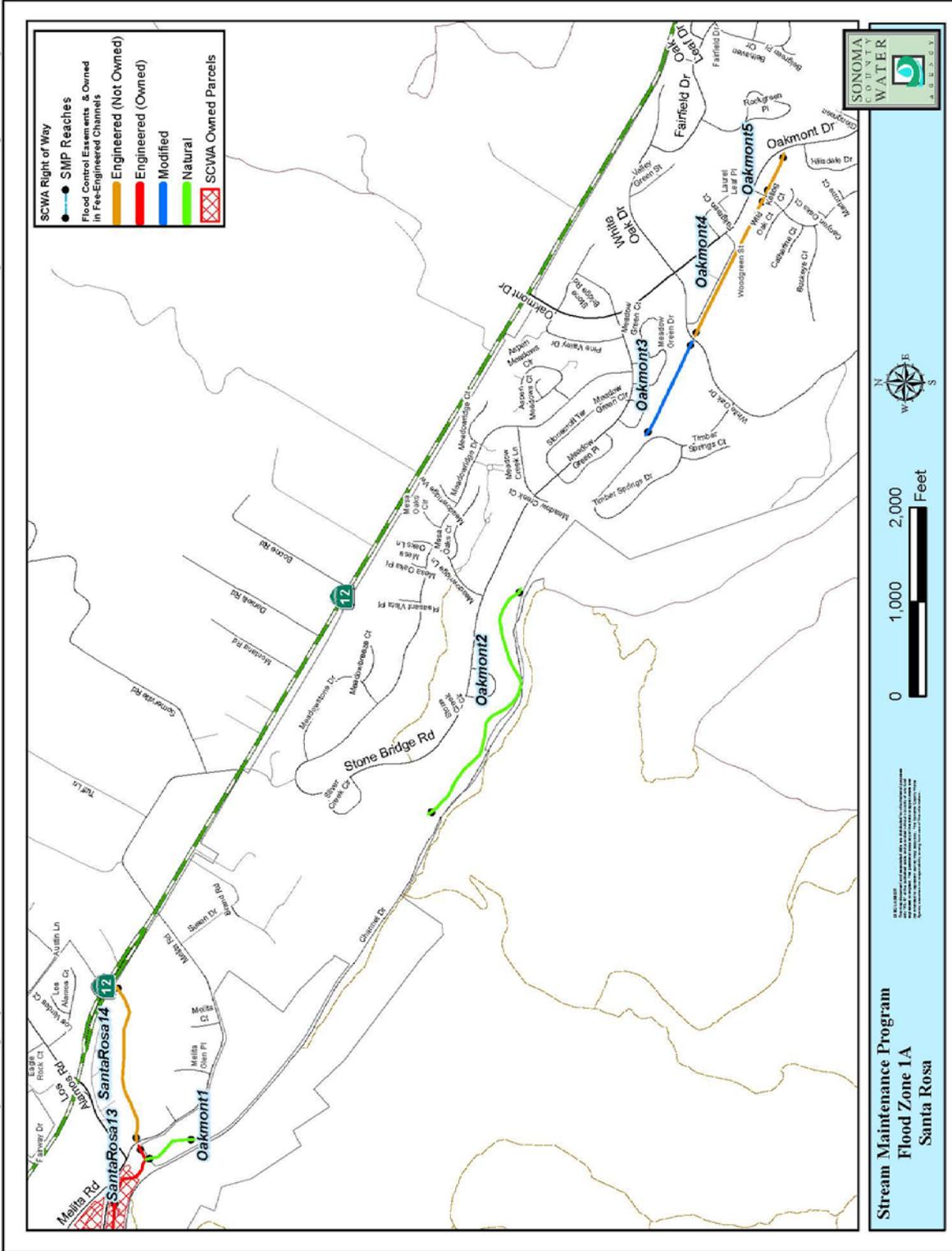


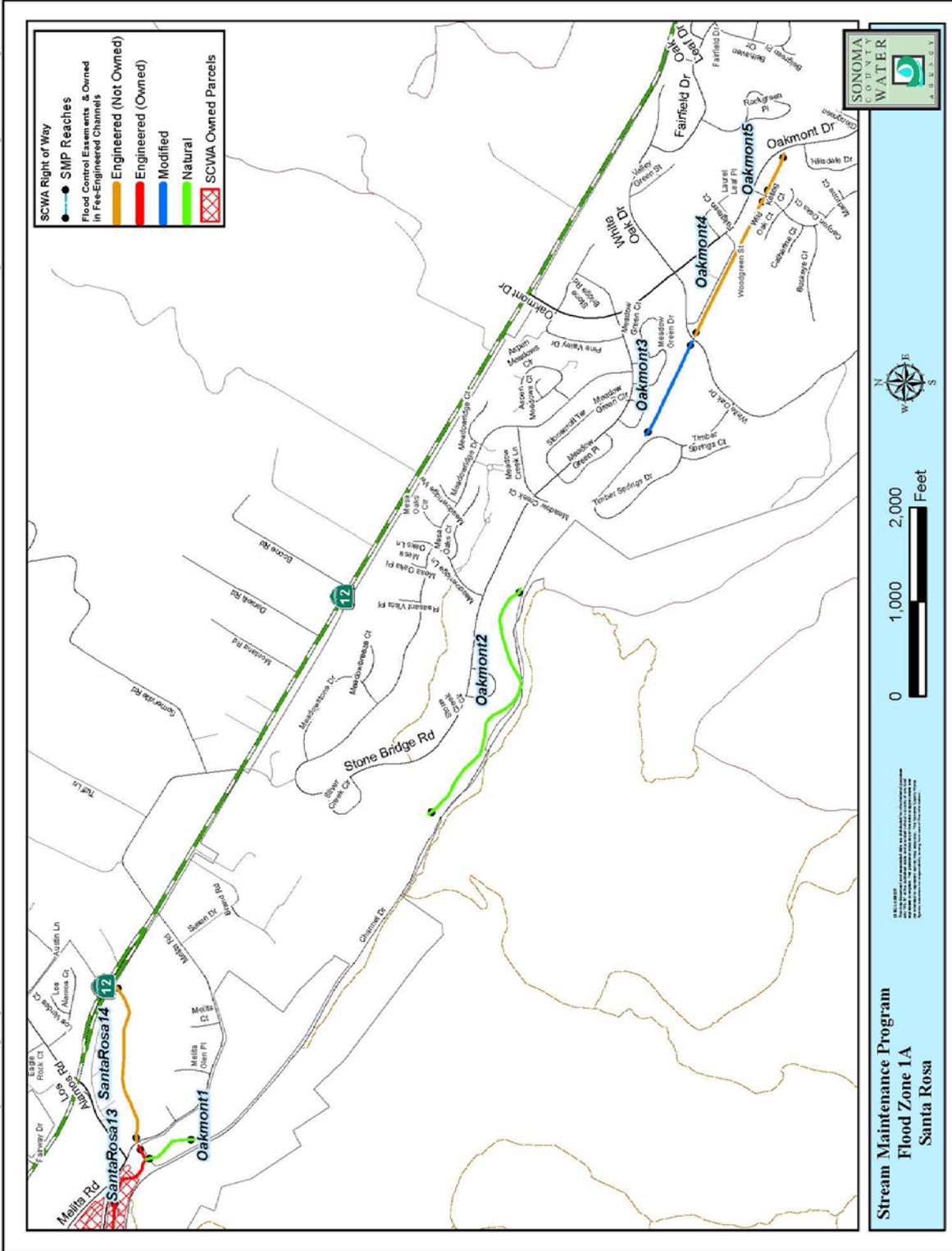


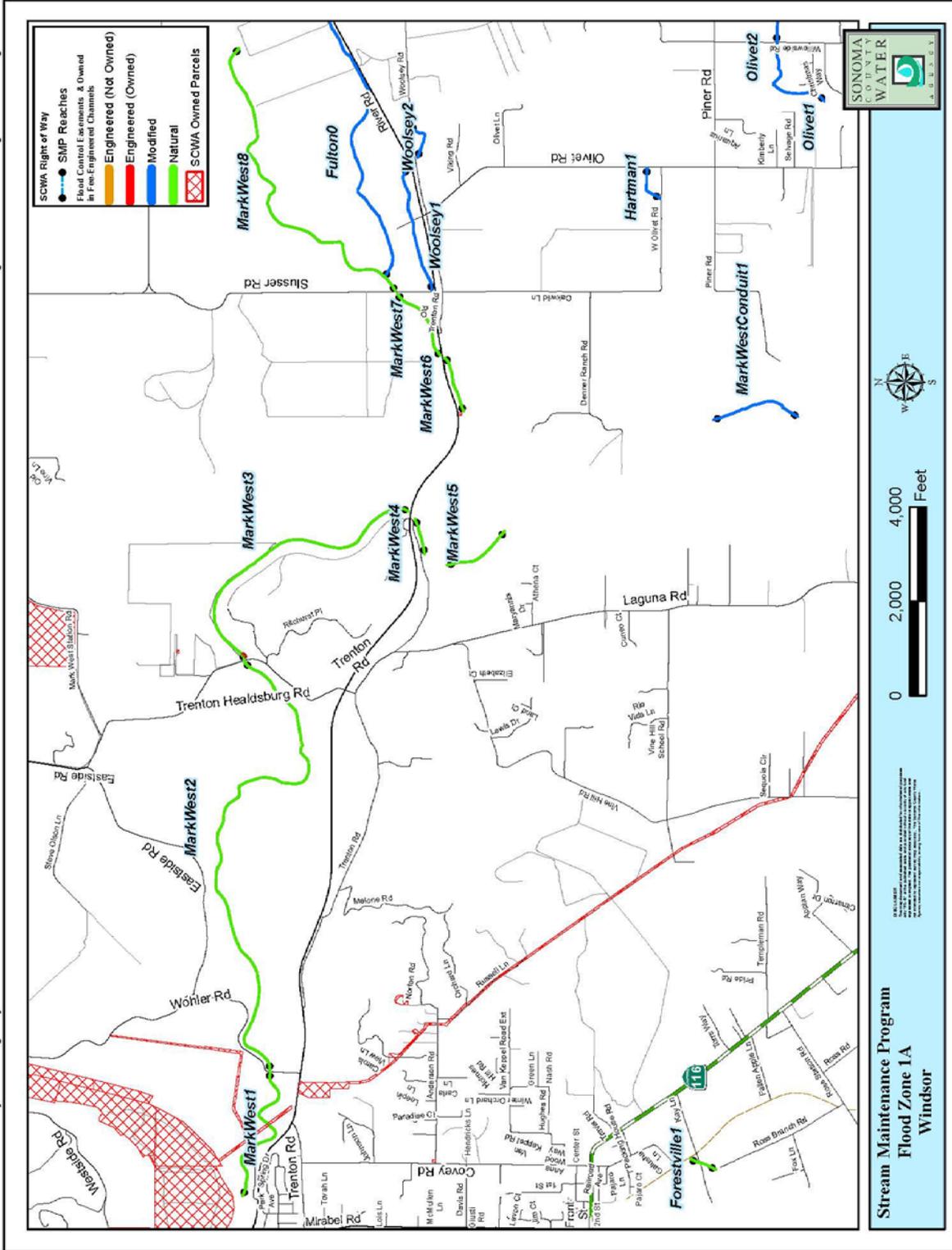












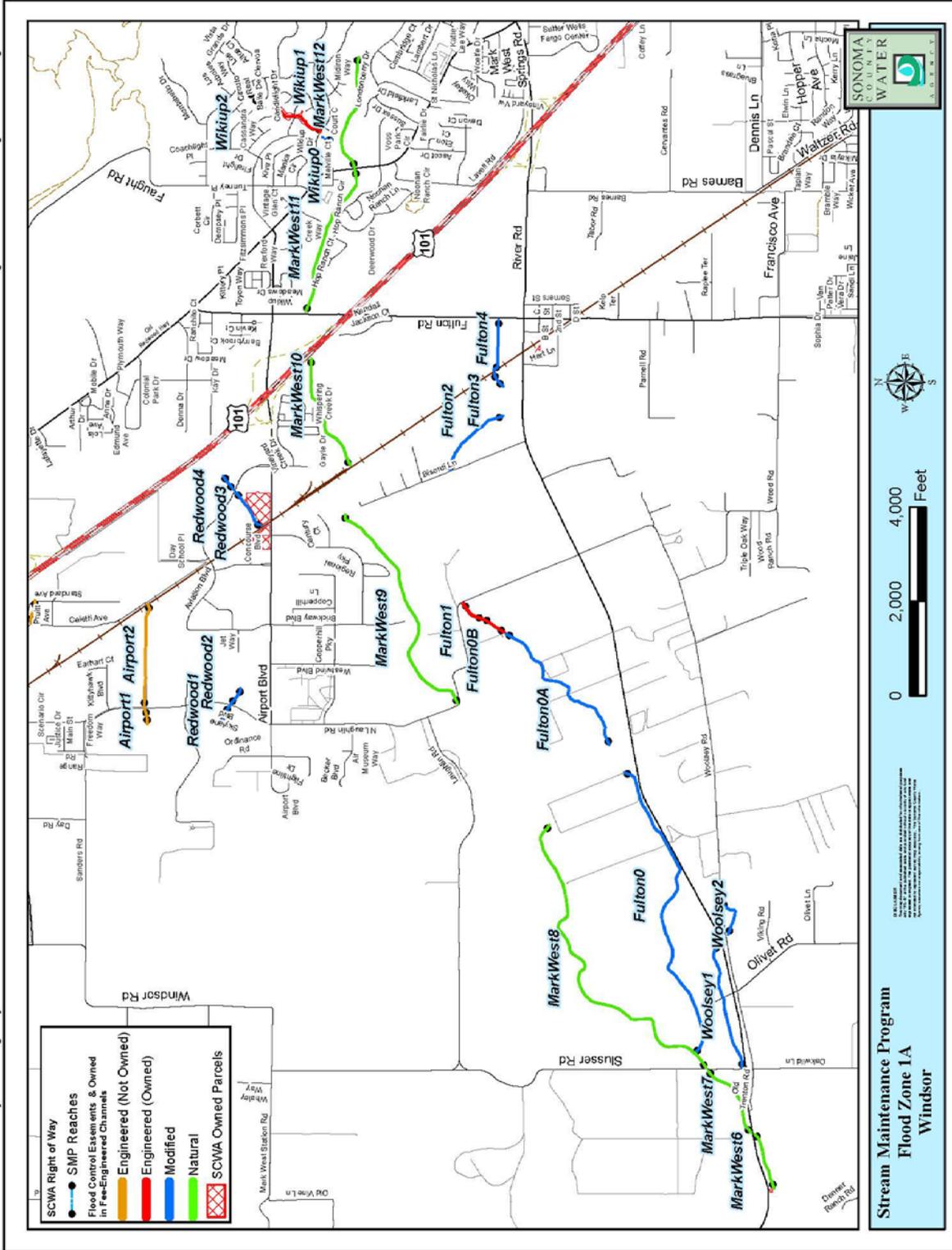


Exhibit B

SAMPLE BILL OF SALE

Margaret West Conservation Preserve, LLC
336 Bon Air Center – Box 232
Greenbrae, CA 94904
(415) 472-1086

Buyer: Sonoma County Water Agency
Amount and Type of Credits: 1.00 Acrew of California tiger salamander credits
Project Name: Stream Maintenance Program
Project Assessor's Parcel Number(s): Multiple
Contract Date: June 17, 2017
Service File Number: 81420-2009-F-0788-1
Corps File Number: 2011-00133N

In consideration of \$180,000 (One-hundred-eighty thousand dollars), receipt of which is hereby acknowledged, Margaret West Conservation Preserve, LLC does hereby bargain, sell, and transfer to Sonoma County Water Agency, a body corporate and politic of the State of California, herein referred to as "Buyer," 1.00 acre of California tiger salamander conservation credits ("CTS Conservation Credits") in the Margaret West Conservation Bank in Sonoma County, California, developed and approved by the U. S. Fish and Wildlife Service and the California Department of Fish and Wildlife.

Margaret West Conservation Preserve, LLC represents and warrants that it has good title to the CTS Conservation Credits, has good right to sell the same, and that they are free and clear of all claims, liens, or encumbrances.

Margaret West Conservation Preserve, LLC covenants and agrees with the Buyer to warrant and defend the sale of the CTS Conservation Credits herein before described against all and every person and persons whomsoever lawfully claiming or to claim the same.

Margaret West Conservation Preserve, LLC, a
California limited liability company

By: _____
Harvey O. Rich, Managing Member

Date: _____

Exhibit C

SAMPLE PAYMENT RECEIPT

Margaret West Conservation Preserve, LLC
336 Bon Air Center – Box 232
Greenbrae, CA 94904
415-472-1086

PROJECT:

Margaret West Conservation Bank

PAYMENT RECEIPT:

1.00 Acre of California tiger salamander credits

PARTICIPANT INFORMATION:

Grant Davis, General Manager
Sonoma County Water Agency
404 Aviation Boulevard
Santa Rosa, CA 95403
707-547-1900

PROJECT INFORMATION:

Project Description:	Stream Maintenance Program
Service File Number:	81420-2998-F-0788-1
Army Corps File Number:	2011-00133N
Species/Habitat Affected:	California tiger salamander
Credits Purchased:	1.00 Acre
Payment Amount:	\$180,000 (One hundred eighty thousand dollars)
Project Location:	Reference 2016 Stream Maintenance Program Annual Notification
County/Address:	Reference 2016 Stream Maintenance Program Annual Notification
Assessor's Parcel Number(s):	Reference 2016 Stream Maintenance Program Annual Notification

PAYMENT INFORMATION:

Payee:	Margaret West Conservation Preserve, LLC
Payor:	Sonoma County Water Agency
Amount:	\$180,000 (One hundred eighty thousand dollars)
Method of Payment:	Check to Margaret West Conservation Preserve, LLC

RECEIVED BY:

Margaret West Conservation Preserve, LLC, a
California limited liability company

By: _____
Harvey O. Rich, Managing Member

Date: _____



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Directors, Sonoma County Water Agency

Board Agenda Date: June 20, 2017

Vote Requirement: 4/5

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

Staff Name and Phone Number:

Kevin Booker 521-1865

Supervisorial District(s):

Fifth

Title: Status Report on Emergency Repairs in Response to January and February Floods

Recommended Actions:

- A) Review the status of emergency repairs at Mirabel and Wohler water supply facilities and determine it is necessary to continue the emergency repairs without advertising for competitive bids consistent with Public Contract Code section 22050.
- B) Authorize and direct the General Manager of the Water Agency to continue making necessary repairs to, or replacement of, the Water Agency's water supply facilities, and to take any directly related and immediate action required by the emergency, and to procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts consistent with Public Contract Code section 22050.

Executive Summary:

On May 23, 2017, the Sonoma County Water Agency General Manager exercised his delegated authority under Resolution Number 06-0649, and Public Contract Code section 22050, and ordered emergency repairs be conducted at the Water Agency's Wohler and Mirabel water supply facilities without giving notice for bids to let contracts. It is critical that the necessary repairs to these facilities are completed in early summer, which did not allow the time for competitive bidding, to enable the Water Agency to supply potable water to 600,000 customers during the summer and early fall. At its June 6, 2017 meeting, the Water Agency Board of Directors reviewed and ratified the actions of the General Manager and directed him to complete the emergency repairs necessitated by the January and February floods. This item is an update on the progress of the work that has been completed and describes work that remains and requests the Board determine it is necessary to continue the emergency repairs without advertising for competitive bids consistent with Public Contract Code section 22050..

Discussion:

Heavy rains and resulting floods in January and February 2017 caused damage at the Water Agency water supply facilities located at Wohler and Mirabel. Water Agency staff was not able to inspect the facilities to determine the full nature of the damage incurred and assess the type and scope of needed repairs until

late February because the area remained inundated. Once the flooded facilities became visible, Water Agency staff discovered significant damage to facilities that are necessary for providing potable water during the dry season.

Public Contract Code section 22050 authorizes the Water Agency to take any directly related and immediate action required necessary to mitigate emergency conditions without giving notice for bids, provided the Water Agency adheres to certain Board review and reporting procedures. Pursuant to authority vested with the General Manager pursuant to Resolution 06-0649, and consistent with Public Contract Code section 22050, the General Manager ordered Water Agency staff to remove excessive sediment and debris in the infiltration ponds, perform vegetation grinding, road repair, and miscellaneous repairs required for immediate water supply delivery.

The status of the emergency work must be reviewed by the Board of Directors at each regularly scheduled meeting until it is completed to determine, by a four-fifths vote, if there is a need to continue the work without solicitation of competitive bids. (Public Contract Code § 22050(c)(2).) However, as the Board meets weekly, the Public Contract Code allows the emergency work to be reviewed every 14 days rather than weekly. The purpose of this board item is to ensure that the emergency contract work is terminated at the earliest possible date that conditions warrant so that the remainder of the work may be completed by a competitively bid contract.

To date approximately 85% of the work has been completed. Completed work is comprised of removal gravel/sediment removal from the infiltration ponds and the stockpiling of gravel/sediment which accumulated on Water Agency access roads. Work that remains to be completed includes removal of gravel/sediment on and downstream of the Mirabel rubber dam; and dispersal of the stockpiled gravel/sediment, which accumulated on the access roads, into obsolete infiltration ponds on Water Agency Property. The initiation of both projects are waiting on regulatory approval. Staff anticipates completing the emergency work by the end of June 2017.

Emergency repairs to the water facilities are expected to be completed by the end of June 2017, however, should the emergency work take longer than anticipated due to unforeseen circumstances, this matter will be brought back to the Board at its next regularly scheduled meeting, and then on a biweekly basis for further review in accordance with applicable Public Contract Code requirements.

RECOMMENDATIONS

Water Agency staff recommends that the Board:

- A) Review the status of emergency repairs at Mirabel and Wohler water supply facilities and determine it is necessary to continue the emergency repairs without advertising for competitive bids consistent with Public Contract Code section 22050.
- B) Authorize and direct the General Manager of the Water Agency to continue making necessary repairs to, or replacement of, the Water Agency's water supply facilities, and to take any directly related and immediate action required by the emergency, and to procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts consistent with Public Contract Code section 22050.

STEPS FOLLOWING APPROVAL

Water Agency will return to the Board at its next regularly scheduled meeting, and then every 14 days until emergency work is completed, to provide a status report.

Prior Board Actions:

07-18-2006 Delegated Authority for Sonoma County Water Agency’s General Manager in the event of emergency

06-06-2017 Review and Extend the Emergency Repairs in Response to January and February Floods

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

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

This item helps to ensure that aging infrastructure is maintained and replaced regularly.

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):			
N/A			
Attachments:			
None			
Related Items "On File" with the Clerk of the Board:			
None			

S:\Agenda\misc\06-20-2017 WA Status Report on Emergency Repairs for
 Flooding_summ.docm

CF/0-0-1 General Manager and Chief Engineer Authorization Resolutions (ID
 32)



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 of Directors of the Sonoma County Water Agency,
Board of Commissioners of the Community Development Commission

Board Agenda Date: June 20, 2017

Vote Requirement: 4/5

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

Staff Name and Phone Number:

Amanda Thompson 707-565-3289
Natalie Brunamonte 707-565-8328

Supervisorial District(s):

All

Title: County of Sonoma Annual Audited Financial Reports for the Fiscal Year Ended June 30, 2016
and Fiscal Year 2015-16 Post Audit Budget Adjustments.

Recommended Actions:

1. Accept the County of Sonoma Comprehensive Annual Financial Report for the year ended June 30, 2016. The Comprehensive Annual Financial Report (CAFR) provides a complete analysis of all of the County's financial activities and balances for the year. The CAFR includes an opinion from our independent auditor that the report fairly and accurately presents the financial position of the County.
2. Accept the Single Audit Reports for the year ended June 30, 2016, for County of Sonoma, Sonoma County Water Agency, the County of Sonoma Transportation Project Fund (Sonoma County Transit) and Sonoma County Community Development Commission. The objective of a single audit is to determine that the County has complied with the various requirements of federal grants received and to evaluate internal controls.
3. Receive and ratify the summary of 2015-16 Fiscal Year post audit budget adjustments required to close books in compliance with Generally Accepted Accounting Principles (GAAP).

Executive Summary:

This board item contains the County of Sonoma's Comprehensive Annual Financial Report (CAFR) for the year ended June 30, 2016, as well as the Single Audit reports for the County of Sonoma, Sonoma County Water Agency, County of Sonoma Transportation Project Fund (Sonoma County Transit) and Sonoma County Community Development Commission. The CAFR and Single Audit reports are compiled by County staff and audited by external independent auditors. Together, the CAFR and Single Audit reports provide detailed information about the financial condition of the County as a whole, confirmation that the County is in compliance with federal grant requirements, and confirmation that the County has designed and implemented a strong system of internal controls over financial reporting and compliance.

This item also contains a summary of the 2015-16 post audit budget adjustments, which were required to close the books in compliance with Generally Accepted Accounting Principles (GAAP).

Discussion:

Comprehensive Annual Financial Report:

This board item presents the County of Sonoma's Comprehensive Annual Financial Report (CAFR) for the year ended June 30, 2016. The CAFR is a comprehensive report of the County's financial activities and condition. It is compiled by the Auditor-Controller-Treasurer-Tax Collector (ACTTC) and is then independently audited by Vavrinek, Trine, Day & Co., LLP ("Independent Auditor").

The CAFR provides information useful to County management as well as the public about the overall financial health of the County. This information includes:

- Introductory information that offers a background on the structure of the County, the environment which the County operates, and the types of services it provides
- Directory of elected and appointed County officials as well as an organizational chart outlining reporting relationships
- Management's discussion and analysis that provides an objective and easily readable analysis of the County's financial activities
- Consolidated financial statements showing the financial condition and activities of the County as a whole
- Financial information on individual major and nonmajor funds of the County
- Summary of significant accounting policies
- Detailed notes that present information on the County's cash and investments, receivables, interfund transactions, capital assets, payables and long-term liabilities, fund balance, employee retirement plans, other postemployment health benefits (OPEB), risk management, and commitments and contingencies
- Statistical data that offers multi-year trend information along with relevant economic and demographic information

In the opinion of the Independent Auditor, the financial information contained in the CAFR "present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information."

The County has received the Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting award continuously since 1992 and the CAFR for the year ended June 30, 2016, has been submitted to the GFOA award program. The Comprehensive Annual Financial Report can be accessed on the Sonoma County Auditor-Controller-Treasurer-Tax Collector website at: http://www.sonoma-county.org/auditor/financial_reports.htm.

In addition to the County's Comprehensive Annual Financial Report, the ACTTC has placed the audited financial statements for 14 entities on file with the Clerk of the Board. These entities represent individual funds or component units of the County, such as Sonoma County Water Agency and Sonoma

County Agricultural Preservation and Open Space District. These separate financial statements are compiled by County/entity staff and then audited by independent auditors separate from the County's audit based on decisions made by management to have separate audits performed. The information contained in these separate financial statements is included in the County CAFR, as the CAFR presents financial information for the entire County.

Single Audit Report:

The County receives a significant amount of funding from the federal government. One of the requirements for receiving federal funding is that the County has an annual Single Audit. The Single Audit Report includes a Schedule of Expenditures of Federal Awards received by the County for various programs as outlined in the report, and can be viewed as having two objectives: 1) a compliance audit of federal grant programs, and 2) to evaluate and report internal control observations that were noted as part of the financial audits. The report is compiled by the Auditor-Controller-Treasurer-Tax Collector (ACTTC) and is then independently audited by Vavrinek, Trine, Day & Co., LLP (the Independent Auditor). The Single Audit Report contains information on the review of internal controls and specific compliance requirements related to grants based upon Office of Management and Budget (OMB) 2 CFR Part 200.

The Single Audit Report can be accessed on the Sonoma County Auditor-Controller-Treasurer-Tax Collector website at: http://www.sonoma-county.org/auditor/financial_reports.htm.

Findings and Recommendations (County CAFR and Single Audit):

Regarding internal control over financial reporting, compliance and other matters, the Independent Auditor issued a "clean" opinion, which means that the Independent Auditor did not identify any material weaknesses or significant deficiencies in the County's internal controls.

In addition to issuing an opinion on internal controls over financial reporting and compliance, auditors often provide recommendations to management to improve internal controls. In a letter to County management, the Independent Auditor recommended that the County of Sonoma develop and appropriately staff a formalized fraud prevention program that would minimize the risk of theft or misuse of County resources and other improper acts. This program could include formal procedures/policies for the reporting of allegations, a fraud hotline and/or contracted assistance for the intake of information. Because this is a recommendation rather than an identified weakness, there is no required action or timeline for the County to implement this recommendation, however management agrees with this recommendation and is analyzing options for development of a fraud prevention program, including outsourcing some services to a third party provider.

There were no findings identified in the 14 separately audited financial reports on file with the Clerk of the Board.

2015-16 Comprehensive Financial Audited Report (CAFR) Adjustments:

The 2015-16 fiscal year post audit budget adjustments enclosed as Attachment C represent adjustments required to comply with Generally Accepted Accounting Principles (GAAP). Although it is not a

requirement to execute budgetary adjustments to post audit adjustments, doing so provides greater transparency.

The ACTTC staff entered 2015-16 Fiscal Year post audit budget adjustments of approximately \$674,000, as follows:

- \$10,000 to record the net book value of a lift station pump transferred from the Russian River County Sanitation District to the Sonoma County Water Agency. The pump is a replacement for a pump that was transferred from the Airport-Larkfield-Wikiup Sanitation Zone to the Russian River County Sanitation District during an emergency.
- \$344,000 expenditure increase in the Community Development Commission (CDC) to properly account for estimated uncollectible notes and interest receivable. During the 2015-16 fiscal year, CDC management implemented a change in accounting principle to begin estimating an allowance for uncollectible notes and interest receivable. This \$344,000 expenditure represents the estimated amount of notes and interest receivable that became uncollectible during the 2015-16 fiscal year.
- \$320,000 increase in appropriations for the funds listed below to comply with reporting requirements pertaining to the net pension liability and pension expense calculations as required by GASB 68, Accounting and Financial Reporting for Pensions.
 - a) Self-Funded Insurance Program Administration: \$101,000
 - b) Airport Enterprise Fund: \$48,000
 - c) Transit Enterprise Fund: \$10,000
 - d) Community Development Commission Housing Fund: \$93,000
 - e) Community Development Commission Leased Housing Program Fund: \$68,000
- \$58,000 increase in Health Services Department interdepartmental operating transfers in and out. The net cost related to this budget adjustment is zero. During the 2015-16 fiscal year an interdepartmental operating transfer was inadvertently accounted for inaccurately, this budget adjustment is necessary to properly account for this transfer.
- \$58,000 increase in Sonoma County Water Agency contribution expenditures and grant revenues to properly account for pass-through grant activity from the Sonoma County Water Agency Recycled Water Fund to subrecipient, North Bay Water Reuse Authority (NBWRA) trust. The net cost related to this budget adjustment is zero.

Prior Board Actions:

06/21/2016 Board Accepted the Sonoma County Annual Audit Reports for Fiscal Year 2014-2015
09/13/2016 Board accepted the Sonoma County FY 2014-15 Fiscal Year budgetary adjustments

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Regular audit services help preserve the County’s economic resources by reducing risk, improving controls, and ensuring fiscal transparency and public accountability.

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 FY15-16 post audit adjustments have the effect of reducing the FY15-16 ending fund balance/net position for those entities.

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: Letter to the Board of Supervisors for the Year Ended June 30, 2016
- Attachment B: County of Sonoma Single Audit Report for the Year Ended June 30, 2016
- Attachment C: 2015-16 Fiscal Year Post Audit Budget Adjustments
- Attachment D: List of External Auditors by Entity

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

County of Sonoma Comprehensive Annual Financial Report (CAFR)

FY 2015-16 Annual Audited Financial Reports for:

- Sonoma County Water Agency
- Sonoma Valley County Sanitation District
- Russian River County Sanitation District
- South Park County Sanitation District
- Occidental County Sanitation District
- Sonoma County Community Development Commission
- County of Sonoma Transportation Project Fund (includes Single Audit Report)
- County of Sonoma Local Transportation Fund
- Sonoma County Agricultural and Open Space District including as separate attachments:
 - Sonoma County Agricultural and Open Space District Memo of Internal Controls and Required Communications and Sonoma County Open Space Special Tax Account – Measure F Government Code Section 50075.3 Reporting
- First 5 Sonoma County Commission
- Sonoma County Airport Enterprise Fund (Includes Schedule of Passenger Facility Charges)
- Sonoma County Energy Independence Program Enterprise Fund
- County of Sonoma Human Services Department California Department of Education Child Development Program
- Sonoma County Refuse Enterprise Fund

Sonoma County Management Letter

Single Audit for Sonoma County Water Agency

Single Audit for Sonoma County Community Development Commission



To the Board of Supervisors
County of Sonoma, California

We have audited the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the County of Sonoma, California (County) for the year ended June 30, 2016 and have issued our report thereon dated December 23, 2016. We are currently performing the compliance audit of the County's federal award programs (the single audit) and plan to issue our reports thereon prior to March 31, 2017.

Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, *Government Auditing Standards* and the Uniform Guidance, as well as certain information related to the planned scope and timing of our audit. We have communicated such matters in our letter dated May 23, 2016. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the County are described in Note 1 to the financial statements. As described in Note 1 to the financial statements, the County adopted Governmental Accounting Standards Board (GASB) Statement No. 72, *Fair Value Measurement and Application*, effective July 1, 2015. We noted no transactions entered into by the County during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the County's financial statements were:

Management's estimates used in: risk management claims liabilities, fair value of investments, depreciation expense and the valuation of capital assets, net pension liability and related deferred inflows/outflows of resources and pension expense, and other postemployment benefits (OPEB). We evaluated the key factors and assumptions used to develop these estimates in determining that they appeared reasonable in relation to the financial statements taken as a whole.

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the financial statements were the disclosures of the County's defined benefit pension plan, net pension liability and related deferred outflows/inflows of resources in Note 14 to the financial statements. The valuation of the net pension liability and related deferred outflows/inflows of resources are sensitive to the underlying actuarial assumptions used including, but not limited to, the investment rate of return and discount rate, and the proportionate share of the Plan's collective net pension liability. As disclosed in Note 14, a 1% increase or decrease in the discount rate has a significant effect on the County's net pension liability.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected Misstatements

Professional standards require us to accumulate all known and likely adjustments identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to each opinion unit's financial statements taken as a whole.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letters dated December 23, 2016.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" in certain situations. If a consultation involves application of an accounting principle to the County's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the County's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition of our retention.

Other Matters

We applied certain limited procedures to the management's discussion and analysis, the schedule of the County's proportionate share of net pension liability, the schedule of County contributions, the schedule of funding progress, and the schedule of annual OPEB cost which are required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information, and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on the combining and individual fund statements and schedules, which accompany the financial statements but are not RSI. With respect to supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

We were not engaged to report on the introductory and statistical sections, which accompany the financial statements but are not RSI. We did not audit or perform other procedures on this other information and we do not express an opinion or provide any assurance on it.

Restriction on Use

This information is intended solely for the use of Board of Supervisors and management of the County and is not intended to be, and should not be, used by anyone other than these specified parties.



Rancho Cucamonga, California
December 23, 2016

COUNTY OF SONOMA, CALIFORNIA

**Single Audit Report
For the Fiscal Year Ended June 30, 2016**

COUNTY OF SONOMA, CALIFORNIA

**Single Audit Report
For the Fiscal Year Ended June 30, 2016**

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Board of Supervisors
County of Sonoma, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the County of Sonoma, California (County), as of and for the year ended June 30, 2016, and the related notes to the financial statements, which collectively comprise the County's basic financial statements, and have issued our report thereon dated December 23, 2016. Our report included an emphasis of matter regarding the County's adoption of Governmental Accounting Standards Board (GASB) Statement No. 72, *Fair Value Measurement and Application*, effective July 1, 2015. Our report also includes a reference to other auditors who audited the financial statements of the Sonoma County Agricultural Preservation and Open Space District (nonmajor governmental fund), Refuse Fund (major enterprise fund), Airport Fund (major enterprise fund), Energy Independence Program Fund (major enterprise fund), Transit Fund (major enterprise fund), Community Development Commission (discretely presented component unit), Sonoma County Water Agency (discretely presented component unit), Sonoma Valley County Sanitation District (discretely presented component unit), Russian River County Sanitation District (discretely presented component unit), South Park County Sanitation District (discretely presented component unit), Occidental County Sanitation District (discretely presented component unit), and First 5 Sonoma Commission (nonmajor governmental fund), as described in our report on the County's financial statements. This report does not include the results of the other auditors' testing of internal control over financial reporting or compliance and other matters that are reported on separately by those auditors.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the County's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the County's internal control. Accordingly, we do not express an opinion on the effectiveness of the County's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the County's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Rancho Cucamonga, California
December 23, 2016



INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM; REPORT ON INTERNAL CONTROL OVER COMPLIANCE; AND REPORT ON THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS REQUIRED BY THE UNIFORM GUIDANCE

Board of Supervisors
County of Sonoma, California

Report on Compliance for Each Major Federal Program

We have audited the County of Sonoma, California's (County) compliance with the types of compliance requirements described in the OMB Compliance Supplement that could have a direct and material effect on each of the County's major federal programs for the year ended June 30, 2016.

The County's basic financial statements include the operations of entities which received federal awards in the following amounts which are not included in the schedule of expenditures of federal awards for the fiscal year ended June 30, 2016:

Table with 2 columns: Entity, Federal Expenditures. Rows include Sonoma County Community Development Commission, Sonoma County Water Agency, County of Sonoma Transportation Project Fund (Transit), and Sonoma County Agricultural Preservation & Open Space District.

Our audit, described below, did not include the operations of these entities because they engaged other auditors to perform an audit in accordance with the Uniform Guidance.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of the County's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the County's compliance.

Opinion on Each Major Federal Program

In our opinion, the County complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2016.

Report on Internal Control Over Compliance

Management of the County is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the County's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the County's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Report on the Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the County as of and for the year ended June 30, 2016, and the related notes to the financial statements, which collectively comprise the County's basic financial statements. We issued our report thereon dated December 23, 2016, which contained unmodified opinions on those financial statements. Our report included an emphasis of matter regarding the County's adoption of Governmental Accounting Standards Board (GASB) Statement No. 72, *Fair Value Measurement and Application*. Our report also included a reference to other auditors who audited the financial statements of the Sonoma County Agricultural Preservation and Open Space District (nonmajor governmental fund), Refuse Fund (major enterprise fund), Airport Fund (major enterprise fund), Energy Independence Program Fund (major enterprise fund), Transit Fund (major enterprise fund), Community Development Commission (discretely presented component unit), Sonoma County Water Agency (discretely presented component unit), Sonoma Valley County Sanitation District (discretely presented component unit), Russian River County Sanitation District (discretely presented component unit), South Park County Sanitation District (discretely presented component unit), Occidental County Sanitation District (discretely presented component unit), and First 5 Sonoma Commission (nonmajor governmental fund) as described in our report on the County's financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.



Rancho Cucamonga, California

March 28, 2017

COUNTY OF SONOMA, CALIFORNIA
Schedule of Expenditures of Federal Awards
For the Fiscal Year Ended June 30, 2016

Federal Grantor/Pass-Through Grantor/Program or Cluster Title	Federal CFDA No.	Federal Agency / Pass-Through Entity Identifying Number	Passed Through to Subrecipients	Federal Expenditures
U.S. Department of Agriculture				
<u>Direct Federal Programs</u>				
Food and Nutrition Service				
Farm to School Grant Program	10.575	CN-F2S-SS-16-CA-02	\$ 21,905	\$ 23,797
<u>Direct Federal Programs</u>				
Cooperative Forestry Assistance				
State and Private Forestry	10.664	15-DG-11052021-221		25,000
<u>Passed through the State Department of Forestry and Fire Protection</u>				
Cooperative Forestry Assistance				
Volunteer Fire Assistance Program	10.664	7FG15112		19,862
Subtotal Cooperative Forestry Assistance				<u>44,862</u>
<u>Passed through the State Department of Food and Agriculture</u>				
Plant and Animal Disease, Pest Control, and Animal Care:				
Pierce's Disease Control Program - GWSS	10.025	15-8506-0484-CA & 16-8506-0484-CA	\$	231,417
European Grapevine Moth - Detection	10.025	15-8506-1317-CA & 16-8506-1317-CA		745,618
European Grapevine Moth - Exclusion	10.025	15-8506-1317-CA & 16-8506-1317-CA		62,437
Light Brown Apple Moth (LBAM) Regulatory	10.025	15-8506-1164-CA & 16-8506-1164-CA		67,907
Phytophthora ramorum Control Program				
(Sudden Oak Death) - Pest Exclusion Interior	10.025	15-8506-0572-CA		19,873
Statewide Exotic Pest Detection Trapping	10.025	15-8506-0689-CA, 15/16-8506-0934-GR		152,285
Subtotal Plant and Animal Disease, Pest Control, and Animal Care				<u>1,279,537</u>
Meat, Poultry, and Egg Product Inspection				
Cooperative Agreements with States for Intrastate Meat and Poultry Inspection				
Egg Quality Control Program	10.477	12-25-A-3269		4,716
Subtotal Passed through the State Department of Food and Agriculture				<u>1,284,253</u>
SNAP Cluster				
<u>Passed through the State Department of Aging</u>				
State Administrative Matching Grant for the Supplemental Nutrition Assistance Program (SNAP)	10.561	SP-1516-27		7,855
<u>Passed through the State Department of Social Services</u>				
State Administrative Matching Grant for the Supplemental Nutrition Assistance Program (SNAP)	10.561	11609		12,075,814
<u>Passed through the State Department of Public Health</u>				
State Administrative Matching Grant for the Supplemental Nutrition Assistance Program (SNAP)	10.561	13-20506	456,892	897,534
Subtotal SNAP Cluster			<u>456,892</u>	<u>12,981,203</u>
<u>Passed through the State Department of Public Health</u>				
Special Supplemental Nutrition Program for Women, Infants and Children (WIC)	10.557	14-10244; 15-10077 A01		2,164,980
Child Nutrition Cluster				
<u>Passed through the State Department of Education, Nutritional Services Division</u>				
School Breakfast Program	10.553	02836-SN-49-R		44,787
National School Lunch Program	10.555	02836-SN-49-R		73,801
Special Milk Program for Children	10.556	02837-SN-49-R		4,636
Summer Food Service Program for Children	10.559	CN150412		26,215
Subtotal Child Nutrition Cluster				<u>149,439</u>
Total U.S. Department of Agriculture				
				<u>16,648,534</u>
U.S. Department of Defense				
<u>Direct Federal Program</u>				
Navigation Projects	12.107	W912P7-15-P-0021		99,804
Navigation Projects	12.107	W912P7-16-P-0007		48,161
Subtotal Direct Federal Programs				<u>147,965</u>
Total U.S. Department of Defense				
				<u>147,965</u>

See accompanying notes to the schedule of expenditures of federal awards.

COUNTY OF SONOMA, CALIFORNIA
Schedule of Expenditures of Federal Awards
For the Fiscal Year Ended June 30, 2016
(Continued)

Federal Grantor/Pass-Through Grantor/Program or Cluster Title	Federal CFDA No.	Federal Agency / Pass-Through Entity Identifying Number	Passed Through to Subrecipients	Federal Expenditures
U.S. Department of Housing and Urban Development				
CDBG - Entitlement Grant Cluster				
<u>Passed through Sonoma County Community Development Commission</u>				
Community Development Block Grants/Entitlement Grants	14.218	CDBG 2014-2015		\$ 14,391
Total U.S. Department of Housing and Urban Development				14,391
U.S. Department of the Interior				
<u>Direct Federal Programs</u>				
Coastal Impact Assistance Program	15.668	F14AF00342		142,575
<u>Passed through the Department of Parks and Recreation</u>				
Outdoor Recreation Acquisition, Development, and Planning	15.916	C8960009		144,000
Total U.S. Department of the Interior				286,575
U.S. Department of Justice				
Justice Assistance Grant				
<u>Direct Federal Programs</u>				
Edward Byrne Memorial Justice Assistance Grant Program	16.738	2012-DJ-BX-0620	\$ 8,381	
Edward Byrne Memorial Justice Assistance Grant Program	16.738	2014-DJ-BX-0323	46,531	
Subtotal Edward Byrne Memorial Justice Assistance Grant Program				54,912
<u>Passed through the Board of State & Community Corrections</u>				
Edward Byrne Memorial Justice Assistance Grant (JAG) Program				
Anti-Drug Abuse Program	16.738	2015-BSCC-608-15	350,166	
Edward Byrne Memorial Justice Assistance Grant (JAG) Program				
Anti-Drug Abuse Program	16.738	2014-BSCC 608-14	296,629	
Subtotal JAG Anti-Drug Abuse Program				646,795
Subtotal Justice Assistance Grant				701,707
<u>Direct Federal Programs</u>				
Domestic Cannabis Eradication/Suppression Program	16.001	2015-54		103,295
Enhanced Training and Services to end Violence and Abuse of Women Later in Life	16.528	2012-EW-AX-K009		80,811
Grants to Encourage Arrest Policies and Enforcement of Protection Orders Program	16.590	2009-WE-AX-0005	\$ 30,367	34,142
State Criminal Alien Assistance Program	16.606	2015-HI297-CA-AP		284,393
Subtotal Direct Federal Programs			30,367	502,641
<u>Passed through the California Governor's Office of Emergency Services</u>				
Crime/Victim Assistance				
Victim/Witness Assistance Program	16.575	VW15340490		144,387
Violence Against Women Formula Grants				
Violence Against Women Vertical Prosecution Program	16.588	VV15030490		218,526
Subtotal Passed through the California Governor's Office of Emergency Services				362,913
<u>Passed through the Board of State & Community Corrections</u>				
Juvenile Accountability Block Grants	16.523	BSCC 153-15		33,784
Juvenile Accountability Block Grants - EBP TIPS	16.523	BSCC 218-13		111,289
Subtotal JABG Passed through the Board of State & Community Corrections				145,073
Total U.S. Department of Justice				1,712,334
U.S. Department of Labor				
Workforce Investment Act (WIA) Cluster:				
<u>Passed through the State Employment Development Department</u>				
WIA Adult Program	17.258	K594797, K698398		862,450
WIA Youth Activities	17.259	K594797, K698398	1,035,043	1,130,643
WIA Dislocated Workers Formula Grants	17.278	K594797, K698398		996,249
WIA Dislocated Workers Formula Grants - Rapid Response	17.278	K594797, K698398		203,317
Subtotal WIA Cluster			1,035,043	3,192,659
Total U.S. Department of Labor				3,192,659

See accompanying notes to the schedule of expenditures of federal awards.

COUNTY OF SONOMA, CALIFORNIA
Schedule of Expenditures of Federal Awards
For the Fiscal Year Ended June 30, 2016
(Continued)

Federal Grantor/Pass-Through Grantor/Program or Cluster Title	Federal CFDA No.	Federal Agency / Pass-Through Entity Identifying Number	Passed Through to Subrecipients	Federal Expenditures
U.S. Department of Transportation				
<u>Direct Federal Program</u>				
Airport Improvement Program	20.106	3-06-0241-045	\$	433,303
Airport Improvement Program	20.106	3-06-0241-046		438,772
Airport Improvement Program	20.106	3-06-0241-047		366
Airport Improvement Program	20.106	3-06-0241-049		1,194,151
Airport Improvement Program	20.106	3-06-0241-051		76,154
Subtotal Direct Federal Programs - Airport Improvement Program				\$ 2,142,746
Highway Planning and Construction Cluster				
<u>Passed through the State Department of Transportation</u>				
Highway Planning and Construction	20.205	BRLO-5920(118)		25,883
Highway Planning and Construction	20.205	BRLO-5920(125)		174,381
Highway Planning and Construction	20.205	BRLO-5920(126)		683
Highway Planning and Construction	20.205	BRLO-5920(127)		51,606
Highway Planning and Construction	20.205	BRLO-5920(129)		182,499
Highway Planning and Construction	20.205	BRLO-5920(138)		130,414
Highway Planning and Construction	20.205	BRLO-5920(139)		117,691
Highway Planning and Construction	20.205	BRLO-5920(144)		275,754
Highway Planning and Construction	20.205	BRLO-5920(146)		53,910
Highway Planning and Construction	20.205	BRLO-5920(149)		21,722
Highway Planning and Construction	20.205	BRLS-5920(045)		26,000
Highway Planning and Construction	20.205	BRLS-5920(092)		7,700
Highway Planning and Construction	20.205	CML-5920(124)		316,866
Highway Planning and Construction	20.205	CML-5920(132)		70,630
Highway Planning and Construction	20.205	CML-5920(142)		96,592
Highway Planning and Construction	20.205	HRRRL-5920(113)		548
Highway Planning and Construction	20.205	STPLNI-5920(145)	\$ 303,903	468,878
Highway Planning and Construction	20.205	SRTSL-5920(133)		(3,310)
Highway Planning and Construction	20.205	STPL-5920(141)		105,954
Highway Planning and Construction	20.205	STPL-5920(147)		89,925
Highway Planning and Construction	20.205	STPL-5920(148)		94,356
Highway Planning and Construction	20.205	STPLZ-5920(056)		1,000
Highway Planning and Construction	20.205	STPLZ-5920(059)		36,564
Highway Planning and Construction	20.205	STPLZ-5920(111)		130,622
Highway Planning and Construction	20.205	STPLZ-5920(135)		85,379
Highway Planning and Construction	20.205	STPLZ-5920(137)		1,000
Subtotal - Highway Planning and Construction Cluster			303,903	2,563,247
Transit Services Programs Cluster				
<u>Passed through the Metropolitan Transportation Commission</u>				
New Freedom Program	20.521	C003191	\$ 10,050	31,409
Highway Safety Cluster				
<u>Passed through the State of California Office of Traffic Safety</u>				
National Priority Safety Programs	20.616	DI507		39,024
National Priority Safety Programs	20.616	DI607		354,133
Subtotal - Highway Safety Cluster				393,157
Total U.S. Department of Transportation				
				5,130,559
U.S. Environmental Protection Agency				
The San Francisco Bay Water Quality Improvement Fund	66.126	W9-99T26401		88,955
Total U.S. Environmental Protection Agency				
				88,955

See accompanying notes to the schedule of expenditures of federal awards.

COUNTY OF SONOMA, CALIFORNIA
Schedule of Expenditures of Federal Awards
For the Fiscal Year Ended June 30, 2016
(Continued)

Federal Grantor/Pass-Through Grantor/Program or Cluster Title	Federal CFDA No.	Federal Agency / Pass-Through Entity Identifying Number	Passed Through to Subrecipients	Federal Expenditures
U.S. Department of Education				
<u>Passed through State Department of Rehabilitation</u>				
Rehabilitation Services - Vocational Rehabilitation Grants to States	84.126	29581		\$ 99,006
Total U.S. Department of Education				99,006
U.S. Election Assistance Commission				
<u>Passed through the California Secretary of State</u>				
Help America Vote Act Requirements Payments - Section 301	90.401	11G30126	\$ 141,858	
Help America Vote Act Requirements Payments - Section 303(a)	90.401	13G30351	195	
Subtotal Passed through California Secretary of State				142,053
Total U.S. Election Assistance Commission				142,053
U.S. Department of Health and Human Services				
Aging Cluster - California Department of Health and Human Services				
<u>Passed through the State Department of Aging</u>				
Special Programs for the Aging - Title VII, Chapter 3 Programs for Prevention of Elder Abuse, Neglect, and Exploitation	93.041 ^[1]	AP-1516-27	\$ 6,946	6,946
Special Programs for the Aging - Title VII, Chapter 2 - Long Term Care Ombudsman Services for Older Individuals	93.042 ^[1]	AP-1516-27	36,025	36,025
Special Programs for the Aging - Title III, Part D - Disease Prevention and Health Promotion Services	93.043 ^[1]	AP-1516-27	17,984	29,900
National Family Caregiver Support - Title III, Part E Special Programs for the Aging - Title III, Part B - Grants for Supportive Services and Senior Centers	93.052 ^[1]	AP-1516-27	215,720	224,402
	93.044	AP-1516-27	479,319	791,350
Special Programs for the Aging - Title III, Part C - Nutrition Services	93.045	AP-1516-27	655,890	655,890
Nutrition Services Incentive Program	93.053	AP-1516-27	205,879	205,879
Subtotal Aging Cluster				1,950,392
<u>Passed through the State Department of Aging</u>				
Medicare Enrollment Assistance Program	93.071	MI-1314-27, MI-1415-27	34,408	38,231
Centers for Medicare and Medicaid Services (CMS) Research, Demonstrations and Evaluations	93.779	H9-1314-27, HI-1415-27	180,891	180,891
Subtotal Passed through State Department of Aging			1,833,062	2,169,514
CCDF Cluster				
<u>Passed through the State Department of Education</u>				
Child Care Mandatory and Matching Funds of the Child Care and Development Fund	93.596	CAPP-5069		124,909
Medicaid Cluster				
<u>Passed through the State Department of Aging</u>				
Medical Assistance Program (Medicaid) - Title XIX	93.778	MS-1516-11		684,411
<u>Passed through the State Department of Health Care Services</u>				
California Children's Services Administration	93.778	2015-49		1,327,602
Child Health and Disability Prevention Program	93.778	2015-49		592,768
Medical Assistance Program - Children	93.778	13-90014		936,734
Medical Assistance Program - Children	93.778	2015-49		72,052
Medical Assistance Program	93.778	05-45175		20,242,331
<u>Passed through the State Department of Public Health</u>				
Medical Assistance Program Medicaid - Title XIX	93.778	2015-49	448,616	
Subtotal Medicaid Cluster				24,304,514

[1] Denotes that this program is part of the Aging Cluster at the request of the California Department of Aging

See accompanying notes to the schedule of expenditures of federal awards.

COUNTY OF SONOMA, CALIFORNIA
Schedule of Expenditures of Federal Awards
For the Fiscal Year Ended June 30, 2016
(Continued)

Federal Grantor/Pass-Through Grantor/Program or Cluster Title	Federal CFDA No.	Federal Agency / Pass-Through Entity Identifying Number	Passed Through to Subrecipients	Federal Expenditures
U.S. Department of Health and Human Services (Continued)				
<u>Passed through the State Department of Mental Health</u>				
Block Grants for Community Mental Health Services	93.958	SAMHSA Block Grant	\$ 301,066	\$ 317,702
<u>Passed through the State Department of Public Health</u>				
Hospital Preparedness Program (HPP) and Public Health Emergency Preparedness (PHEP) Aligned Cooperative Agreements	93.074	14-10550 A02	\$ 624,192	
Hospital Preparedness Program (HPP) and Public Health Emergency Preparedness (PHEP) Aligned Cooperative Agreements	93.074	14-10550 A02		256,270
Hospital Preparedness Program (HPP) and Public Health Emergency Preparedness Supplemental Funding for Ebola Preparedness and Response	93.074	14-10929		55,043
Subtotal Hospital Preparedness Program (HPP) and Public Health Emergency Preparedness				935,505
Project Grants and Cooperative Agreements for Tuberculosis Control Programs	93.116	TBCB-01-49		20,292
Immunization Cooperative Agreement	93.268	15-10458		187,190
Pregnancy Assistance Fund Program	93.500	2015-49		42,289
Preventive Health Services - Sexually Transmitted Diseases Control Grants				
Chlamydia Screening Project	93.977	15-10273		11,596
Affordable Care Act (ACA) Maternal, Infant, & Early Childhood Home Visiting Program	93.505	15-10207		399,533
Maternal and Child Health Services Block Grants to the States - Maternal Child and Adolescent Health Grant - Title V	93.994	15-PO-03472		6,750
Maternal and Child Health Services Block Grants to the States - Adolescent Family Life - Title V	93.994	2015-49		259,293
Subtotal Maternal and Child Health Services Block Grants				266,043
Subtotal Passed through the State Department of Public Health				1,862,448
<u>Passed through the State Department of Health Care Services</u>				
Children's Health Insurance Program	93.767	2015-49		487,685
Projects for Assistance in Transition from Homelessness (PATH)	93.150	2015-49		65,148
Substance Abuse Projects of Regional and National Significance	93.243	1H79SM060916-01	367,273	383,294
Block Grants for Prevention and Treatment of Substance Abuse	93.959	14-90109 A05	2,047,537	2,574,607
Subtotal passed through the State Department of Health Care Services			2,414,810	3,510,734
<u>Passed through the State Department of Social Services</u>				
TANF Cluster				
Temporary Assistance for Needy Families - Program Administration	93.558	11001	206,413	23,002,013
Temporary Assistance for Needy Families - FGU	93.558	11001		5,586,952
Subtotal TANF Cluster				28,588,965
<u>Passed through the State Department of Social Services</u>				
Guardianship Assistance - Title IV-E Kingap	93.090	12307		261,138
Promoting Safe and Stable Families	93.556	22333		289,037
Refugee and Entrant Assistance - State Administered Programs	93.566	2015-49		22,440
Child Support Enforcement	93.563	1504CACSES		8,070,175
Stephanie Tubbs Jones Child Welfare Services Program				
State Grants - Title IV-B	93.645	12313		295,469
Foster Care Assistance - Title IV-E - Administration	93.658	0601CA1401		787,784
Foster Care Assistance - Title IV-E	93.658	12307	4,400,726	8,037,344
Foster Care Assistance - Title IV-E - Administration	93.658	12307		2,956,829
Subtotal Foster Care Assistance - Title IV-E				11,781,957
Social Services Block Grant	93.667	12307		1,122,772
Adoption Assistance	93.659	12402	684,618	5,653,591
Adoption Assistance - Administration	93.659	12402		407,262
Subtotal Adoption Assistance				6,060,853
Chafee Foster Care Independent Program	93.674	12332		111,116
Subtotal Passed through the State Department of Social Services			5,291,757	56,603,922
<u>Passed through the California Secretary of State</u>				
Voting Access for Individuals with Disabilities Grants to States	93.617	14G26144		12,505
Total U.S. Department of Health and Human Services				88,906,248

See accompanying notes to the schedule of expenditures of federal awards.

COUNTY OF SONOMA, CALIFORNIA
Notes to Schedule of Expenditures of Federal Awards
For the Fiscal Year Ended June 30, 2016

NOTE 1 – GENERAL

The accompanying schedule of expenditures of federal awards (SEFA) for the fiscal year ended June 30, 2016, presents the activity of all federal award programs of the County of Sonoma, California (County) with the exception of the federal award programs of the Sonoma County Community Development Commission, the Sonoma County Water Agency, the County of Sonoma Transportation Project Fund (Transit), and the Sonoma County Agricultural Preservation & Open Space District, which were subject to separate audits by independent auditors.

The County SEFA excludes federal award programs for the entities which file a separate SEFA and independent audit. The expenditures incurred under federal award programs audited by other auditors are as follows:

Sonoma County Community Development Commission	\$ 31,457,640
Sonoma County Water Agency	3,158,083
County of Sonoma Transportation Project Fund (Transit)	4,151,437
Sonoma County Agricultural Preservation and Open Space District	451,175

The information in this schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). The Sonoma County's Comprehensive Annual Report (CAFR) Note 1, defines the reporting entity and provides a summary of significant accounting policies. The SEFA includes federal awards received directly from federal agencies, federal awards passed through other government agencies, and State awards for the California Department of Aging.

NOTE 2 – BASIS OF ACCOUNTING

The accompanying SEFA is presented using the modified accrual basis of accounting for grants accounted for in the governmental fund types and the accrual basis of accounting for grants accounted for in the proprietary fund types, as described in Note 1 to the County's basic financial statements. Expenditures/expenses are recognized following the cost principles contained within Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), wherein certain types of expenditures are not allowable or are limited as to reimbursement. Pass-through entity identifying numbers are presented where available.

NOTE 3 – CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBERS

The CFDA numbers included in the accompanying SEFA were determined based on the program name, review of grant contract information and the Office of Management and Budget's Catalog of Federal Domestic Assistance.

NOTE 4 – PASS-THROUGH ENTITY IDENTIFYING NUMBERS

The County has included in the SEFA the identifying numbers for pass-through grants when such information has been provided by the pass-through entities.

NOTE 5 – INDIRECT COST RATE

The County has elected not to use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance.

COUNTY OF SONOMA, CALIFORNIA
Notes to Schedule of Expenditures of Federal Awards
For the Fiscal Year Ended June 30, 2016

NOTE 6 – SCHEDULE OF STATE OF CALIFORNIA GOVERNOR’S OFFICE OF EMERGENCY SERVICES GRANT EXPENDITURES

The following represents expenditures for U.S. Department of Justice grants passed through the State of California Governor's Office of Emergency Services (CalOES), as well as CalOES funded grant expenditures for the fiscal year ended June 30, 2016. This information is included in the County’s single audit report at the request of CalOES.

Victim Assistance/Victim Witness Program - Grant No. VW 15340490

<u>Department/Category</u>	<u>Total</u>	<u>Federal</u>	<u>State</u>	<u>County</u>
District Attorney:				
Personal services	\$ 408,073	\$ 144,387	\$ 263,686	\$ -
Total	\$ 408,073	\$ 144,387	\$ 263,686	\$ -

Violence Against Women Vertical Prosecution Program - Grant No. VV 15030490

<u>Department/Category</u>	<u>Total</u>	<u>Federal</u>	<u>State</u>	<u>County</u>
District Attorney:				
Personal services	\$ 291,367	\$ 218,526	\$ -	\$ 72,841
Total	\$ 291,367	\$ 218,526	\$ -	\$ 72,841

NOTE 7 – ADDITIONAL INFORMATION FOR THE STATE OF CALIFORNIA DEPARTMENT OF AGING

The California Department of Aging (CDA) requires agencies who receive CDA funding to display state-funded expenditures and federal expenditures for each CDA grant awarded. The County expended the following federal and state amounts under the grants:

	<u>CFDA</u>	<u>Federal Expenditures</u>	<u>State Expenditures</u>
	93.041	\$ 6,946	\$ -
	93.042	36,025	-
	93.043	29,900	-
	93.052	224,402	-
	93.044	791,350	19,397
	93.045	655,890	91,863
	93.053	205,879	-
	93.071	38,231	-
	93.779	180,891	315,194
OMB Initiative	NA	-	74,024
		<u>\$ 2,169,514</u>	<u>\$ 500,478</u>

COUNTY OF SONOMA, CALIFORNIA
Schedule of Findings and Questioned Costs
For the Fiscal Year Ended June 30, 2016

I. Summary of Auditors' Results

FINANCIAL STATEMENTS

Type of report the auditor issued on whether the audited financial statements were prepared in accordance with GAAP:	Unmodified
Internal control over financial reporting:	
Material weakness(es) identified?	No
Significant deficiency(ies) identified?	None Reported
Noncompliance material to financial statements noted?	No

FEDERAL AWARDS

Internal control over major federal programs:	
Material weakness(es) identified?	No
Significant deficiency(ies) identified?	No
Type of auditors' report issued on compliance for major federal programs:	Unmodified
Any audit findings disclosed that are required to be reported in accordance with 2 CFR Section 200.516(a)?	No
Identification of major federal programs:	

<u>CFDA Number(s)</u>	<u>Name of Federal Program or Cluster</u>
93.778	Medicaid Cluster
93.558	TANF Cluster

Dollar threshold used to distinguish between Type A and Type B programs:	\$ 3,000,000
Auditee qualified as low-risk auditee?	Yes

COUNTY OF SONOMA, CALIFORNIA
Schedule of Findings and Questioned Costs
For the Fiscal Year Ended June 30, 2016

II. Financial Statement Findings

None reported.

COUNTY OF SONOMA, CALIFORNIA
Schedule of Findings and Questioned Costs
For the Fiscal Year Ended June 30, 2016

III. Federal Award Findings and Questioned Costs

None reported.

COUNTY OF SONOMA, CALIFORNIA
Summary Schedule of Prior Audit Findings
For the Fiscal Year Ended June 30, 2016

Summarized below is the current status of all audit findings reported in the prior year audit's schedule of audit findings and questioned costs.

Financial Statement Findings

None Reported.

Federal Award Findings and Questioned Costs

None Reported.

2015-16 Fiscal Year Post Audit Budget Adjustments

Attachment C

	<u>Gross Expenditure</u>	<u>Revenue and Reimbursement</u>	<u>Net Cost</u>
Russian River County Sanitation District - Other Fund			
To record the net book value transfer of equipment from the Russian River County Sanitation District to the Sonoma County Water Agency. The equipment is replacement for similar equipment transferred from the Sonoma County Water Agency to Russian River in Fiscal Year ended June 2011.	\$ 10,047	\$ -	\$ 10,047
Community Development Commission - Other Fund			
To record Community Development Commission (CDC) Management's estimated allowance for uncollectible Notes and Interest Receivable.	344,257	-	344,257
Various Departments - Other Fund			
Net Pension Liability Changes: a) \$100,900 to the Self-Funded Insurance Program; b) \$48,500 to the Airport Enterprise Fund; c) \$10,100 to the Transportation Project Fund; and d) a total of \$160,564 to CDC. Adjustments were required under the provision of GASB 68, Accounting and Financial Reporting for Pensions. The GASB 68 adjustment is a non-cash transaction to record the increase in the Net Pension Liability.	320,064	-	320,064
Department of Health Services - Other Fund			
To properly account for Health Services Department interdepartmental operating transfers in and out. The net cost for this budget adjustment is zero.	57,735	57,735	-
Sonoma County Water Agency - Other Fund			
Required in order to post transaction for pass-through grant activity for sub-recipient, North Bay Water Reuse Authority (NBWRA) trust fund. The \$57,805 increase to contribution expenditures is offset by a grant revenue increase for same amount. Net cost for this budget adjustment is zero.	57,805	57,805	-
Other Funds Total:	<u>\$ 789,908</u>	<u>\$ 115,540</u>	<u>\$ 674,368</u>

Fiscal Year 2015-16 Annual Audited Financial Reports

<u>Entity</u>	<u>Auditor - Financial Statements</u>	<u>Auditor - Single Audit</u>
County of Sonoma Comprehensive Annual Financial Report (CAFR)	Vavrinek, Trine, Day & Co., LLP	Vavrinek, Trine, Day & Co., LLP
Sonoma County Water Agency	Pisenti & Brinker LLP	Pisenti & Brinker LLP
Sonoma Valley County Sanitation District	Pisenti & Brinker LLP	n/a
Russian River County Sanitation District	Pisenti & Brinker LLP	n/a
South Park County Sanitation District	Pisenti & Brinker LLP	n/a
Occidental County Sanitation District	Pisenti & Brinker LLP	n/a
Sonoma County Community Development Commission	Smith Marion & Company, LLP	Smith Marion & Company, LLP
County of Sonoma Transportation Project Fund (includes Single Audit Report)	Pisenti & Brinker LLP	Pisenti & Brinker LLP
County of Sonoma Local Transportation Fund	Pisenti & Brinker LLP	Pisenti & Brinker LLP
Sonoma County Agricultural and Open Space District	MAZE & Associates	MAZE & Associates
First 5 Sonoma County Commission	Brown Armstrong	n/a
Sonoma County Airport Enterprise Fund	Pisenti & Brinker LLP	Vavrinek, Trine, Day & Co., LLP (included in County Single Audit)
Sonoma County Energy Independence Program Enterprise Fund	Pisenti & Brinker LLP	n/a
County of Sonoma Human Services Department California Department of Education Child Development Program	Vavrinek, Trine, Day & Co., LLP	Vavrinek, Trine, Day & Co., LLP (included in County Single Audit)
Sonoma County Refuse Enterprise Fund	Pisenti & Brinker LLP	n/a



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

Board Agenda Date: June 20, 2017

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Board of Supervisors (707) 565-2241

Supervisorial District(s):

Countywide

Title: Minutes of the Meetings of March 7, 17, 21, and 28, 2017 and of April 4, 11, 25 and 28, 2017

Recommended Actions:

Approve the Minutes of the Meetings of March 7, 17, 21, and 28, 2017 and of April 4, 11, 25 and 28, 2017

Executive Summary:

Approve the Minutes of the Meetings of March 7, March 17, March 21 and March 28, 2017 and April 4, 11, 25 and 28, 2017 for the following: Agricultural Preservation and Open Space District, Community Development Commission, Occidental County Sanitation District, Russian River County Sanitation District, South Park County Sanitation District, Sonoma County Water Agency, and Board of Supervisors; and Approve the Minutes of the Meeting of March 21, 2017 of the Sonoma Valley County Sanitation District.

Discussion:

None

Prior Board Actions:

None

Strategic Plan Alignment Not Applicable

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

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

TUESDAY

MARCH 7, 2017

8:30 A.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		

8:31 A.M. CALL TO ORDER

PLEDGE OF ALLEGIANCE

Supervisors Present: Susan Gorin, David Rabbitt, Shirlee Zane, James Gore, Lynda Hopkins

Staff Present: Sheryl Bratton, County Administrator and Bruce Goldstein, County Counsel

I. [APPROVAL OF THE AGENDA \(Items may be added or withdrawn from the agenda consistent with State law\)](#)

8:34 A.M. Supervisor Hopkins and Rabbitt shared about their trip to Washington D.C. and the NACo Conference.

II. [CONSENT CALENDAR](#)

SONOMA COUNTY WATER AGENCY

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

1. [Adopt a Resolution for drought response grant funding to authorize the General Manager of the Sonoma County Water Agency, or his designee, to:](#)

- (A) File a grant application with the US Department of the Interior, Bureau of Reclamation's WaterSMART Drought Response Program;
- (B) Certify that the Water Agency will provide the amount of match funding and/or in-kind contributions specified in grant applications;
- (C) Execute a Grant Agreement with the US Department of Interior, Bureau of Reclamation; and
- (D) Take all necessary actions to carry out the project and implement the grant agreement. (First and Second District)

[Resolution Summary](#)

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution 17-0098

2. [Russian River Watershed Modeling to Improve Water Management.](#)

- (A) Authorize Water Agency's General Manager to execute a joint funding agreement with United States Geological Survey, United States Department of the Interior, for Russian River watershed hydrological analysis and groundwater flow modeling for the term October 1, 2016, through October 31, 2020, in the amount of \$816,809 (Water Agency share \$489,500, USGS share \$127,309, local participants' share \$200,000).
- (B) Authorize the General Manager to amend this agreement in ways that do not increase amount paid or significantly change the scope of work or length of the agreement.
- (C) Authorize Water Agency's General Manager to execute a cooperative funding agreement with City of Ukiah, County of Mendocino, Mendocino County Russian River Flood Control and Water Conservation Improvement District, and Redwood Valley County Water District to contribute \$200,000 for watershed hydrological analysis and groundwater flow modeling for the term October 1, 2016, through October 31, 2020, in the amount of \$689,500.

[Item Materials](#)

Board Action: Approved as Recommended
UNANIMOUS VOTE

COUNTY COUNSEL

3. [Adopt a resolution approving a Conflict of Interest Code amendment for the Rains Creek Water District, a public water district serving customers near the City of Cloverdale. \(Fourth District\)](#)

[Summary](#)
[Resolution](#)

Board Action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 17-0099

ECONOMIC DEVELOPMENT BOARD

4. [Santa Rosa Junior College Memorandum of Understanding for Economic Development Planning Support. Authorize the Director to execute a Memorandum of Understanding with the Santa Rosa Junior College to provide \\$100,000 to the Economic Development Board to develop an Action Plan for the Comprehensive Economic Development Strategy.](#)

[Summary](#)
[Attachment](#)

Board Action: Approved as Recommended
UNANIMOUS VOTE

GENERAL SERVICES

5. [License Amendment to provide 10th District, State Assemblyman Marc Levine a district office for his constituents, which is centrally located in a County-owned building at 11 English Street, Petaluma.](#)
 - (A) Authorize the General Services Director to execute a Sixth Amendment to License Agreement with the Assembly Committee on Rules of the California State Assembly for 150 sq. ft. of office space utilized by Assemblyman Marc Levine, located at 11 English Street, Petaluma to reduce the rent from \$285 (\$1.90 per sq. ft.) per month to \$100 (\$0.67 per sq. ft.) per month effective February 1, 2017 through December 31, 2018, and to provide the tenant an option to extend term through June 30, 2019;
 - (B) Make findings pursuant to Government Code Section 25526.6 that the subject property located at 11 English Street, Petaluma, is not needed by the County, that the Agreement serves a public purpose, and that use by Assemblyman Marc Levine will not interfere with the use of the premises by County. The office leased by Assemblyman Marc Levine is centrally located in Petaluma, which is equally accessible to constituents throughout the 10th Assembly District, comprised of various communities in Marin and Sonoma Counties. (Second District)

[Item Materials](#)

Board Action: Approved as Recommended
UNANIMOUS VOTE

HUMAN SERVICES

6. [Contract Amendments to Support Local Workforce Development. Authorize the Director of the Human Services Department to:](#)
 - (A) Execute the first amendment to increase the contract with Conservation Corps North Bay by \$53,533 for a new contract amount not to exceed \$334,945 to add an additional youth work crew and to update the agreement to reflect revised compliance and reporting requirements in compliance with the Workforce Innovation and Opportunity Act. The term of the agreement will not change.

- (B) Execute the first amendment to increase the contract with Legal Aid of Sonoma County by \$2,500 for a new contract amount not to exceed \$128,000, to provide legal services for Sonoma WORKS clients, with no change to the term of the agreement of July 1, 2016 to June 30, 2017.

[Summary](#)
[Attachment 1](#)
[Attachment 2](#)

Board Action: Approved as Recommended
UNANIMOUS VOTE

- 7. [Workforce Innovation and Opportunity Act Regional and Local Plans and Request to be an America's Job Center of California Operator.](#)
 - (A) Approve the 2017-2020 Regional Workforce Innovation and Opportunity Act Plan for Sonoma, Lake, Marin, Mendocino, Napa and Solano Counties. This plan focuses on how to improve services for job seekers and businesses through regional collaboration.
 - (B) Approve the 2017-2020 Local Workforce Innovation and Opportunity Act Plan for Sonoma County and authorize the Director of the Human Services Department to sign the Local Workforce Innovation and Opportunity Act Plan. This plan focuses on how to improve services for job seekers and businesses through local collaboration that will contribute to the county's economic wellness and its residents' self-sufficiency.
 - (C) Authorize the Director of the Human Services Department and the Workforce Investment Board Chair to execute the Workforce Innovation and Opportunity Act Application to be an America's Job Center of California Operator.

[Summary](#)
[Attachment](#)

Board Action: Approved as Recommended
UNANIMOUS VOTE

PERMIT AND RESOURCE MANAGEMENT DEPARTMENT

- 8. [Lot Line Adjustment. Adopt a resolution approving a lot line adjustment between two parcels owned by Bendan, LLC subject to Land Conservation Act Contracts, for property located at 33344 and 34333 Pine Mountain Road, Cloverdale; APN's 117-240-045 and 117-240-048. \(Fourth District\)](#)

[Summary](#)
[Resolution](#)
[Attachment 1](#)
[Attachment 2](#)
[Attachment 3](#)
[Attachment 4](#)

Board Action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 17-0100

PROBATION

- 9. [Foster Care Reform.](#)
 - (A) Adopt a resolution adjusting the Fiscal Year 2016-2017 budget, increasing appropriations and reimbursement in the Probation Department Juvenile Supervision budget by \$192,067 for the purpose of Foster Parent Recruitment, Retention and Support.
 - (B) Adopt a resolution amending the position allocation list effective March 7, 2017 adding one Probation Officer III, Salary Range \$5,539.56 to \$6,732.70 per month, to provide support and improve outcomes for justice-involved youth and families in the foster care system.

[Summary](#)
[Resolution](#)
[Attachment](#)
[Resolution 2](#)

Board Action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 17-0101 and 17-0102

REGIONAL PARKS

10. [Every Sonoma County 4th Grader in a Regional Park. Resolution waiving parking fees \(\\$7 per vehicle\) for all Sonoma County fourth-graders with their families from Thursday, June 1, 2017 through Friday, June 30, 2017.](#)

[Item Materials](#)

Board Action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 17-0103

TRANSPORTATION AND PUBLIC WORKS

11. [Traffic Signal Maintenance and Emergency Repair Services. Approve and authorize Chair to execute the First Amendment to the agreement with DC Electric Group, Inc. for traffic signal maintenance and emergency repair services extending the term of the agreement by three years until June 30, 2020.](#)

[Item Materials](#)

Board Action: Approved as Recommended
UNANIMOUS VOTE

12. [Provision of County Staff Services to the Sonoma County Waste Management Agency. Approve the First Amendment to extend the term of the Agreement for Provision of Staff Services \(Executive Director\) by the County of Sonoma to the Sonoma County Waste Management Agency effective February 12, 2017 until the expiration or dissolution of the Agency.](#)

[Item Materials](#)

Board Action: Approved as Recommended
UNANIMOUS VOTE

13. [Charles M. Schulz – Sonoma County Airport Lease and Hangar Construction Authorization.](#)
 - (A) Adopt a resolution approving the adoption of a Mitigated Negative Declaration for hangar construction at the Airport;
 - (B) Authorize the Chair to execute a real property lease between the County and TruAir, LLC, facilitating the construction of said hangar; and
 - (C) Authorize the Director of Transportation & Public Works to execute any documents required to effect the lease transaction. (Fourth District) (4/5ths vote)

[Item Materials](#)

Board Action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 17-0104

APPOINTMENTS/REAPPOINTMENTS

14. [Reappoint Paul Kelley to the North Coast Railroad Authority Board for a two-year term through April 11, 2018.](#)

[Summary](#)

Board Action: Approved as Recommended
UNANIMOUS VOTE

15. [Appoint Carmen Cervantes to the Commission on Human Rights to serve a two year term beginning March 7, 2017, and ending March 7, 2019. \(Fourth District\)](#)

[Summary](#)

Board Action: Approved as Recommended
UNANIMOUS VOTE

16. [Appoint Wayne Downey to the Public Authority Advisory Committee for a four-year term beginning on March 7, 2017, and ending on March 7, 2021.](#)

[Item Materials](#)

Board Action: Approved as Recommended
UNANIMOUS VOTE

17. [Appoint Amy Crabb and Ken Fischang to the Workforce Investment Board for a one-year term beginning March 7, 2017, and ending March 7, 2018.](#)

[Summary](#)

[Attachment](#)

Board Action: Approved as Recommended
UNANIMOUS VOTE

PRESENTATIONS/GOLD RESOLUTIONS

PRESENTATIONS AT THE BOARD MEETING

18. [Adopt a Gold Resolution declaring the Month of March 2017 as National Professional Social Worker Month in Sonoma County.](#)

[Summary](#)

[Resolution](#)

Board Action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 17-0105

PRESENTATIONS AT A DIFFERENT DATE

19. [Adopt a Gold Resolution recognizing Jackson Family Wines, recipients of the Environmental Protection Agency's 2016 Green Power Leadership Award for their leadership and commitment to sustainable energy use. \(Fourth District\)](#)

[Summary](#)

[Resolution](#)

Board Action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 17-0106

20. [Adopt a Gold Resolution Celebrating 2016 Exchange Club Sonoma County Law Enforcement Officer of the Year. \(Third District\)](#)

[Summary](#)

[Resolution](#)

Board Action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 17-0107

- 21. [Adopt a Gold Resolution congratulating Ted and Patricia Eliot on the Honor of being selected as the 2017 Sonoma Alcalde & Alcaldessa. \(First District\)](#)

[Summary](#)
[Resolution](#)

Board Action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 17-0108

III. REGULAR CALENDAR

HEALTH SERVICES/ HUMAN SERVICES

- 22. [Adopt a Resolution reiterating support for, and opposing repeal of, the Affordable Care Act.](#)

[Summary](#)
[Resolution](#)
[Attachment](#)

9:07 A.M.

Presenters:
Karen Fies, Director of Human Services
Barbie Robinson, Director of Health Services

9:41 A.M. Public Comment Opened

Public Speakers:
Melinda Rivera
Marshall Kuboto
Susan Quinn
Mary Wyman
Laurie Lynn

9:58 A.M. Public Comment Closed

Board Action:
Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 17-0109

10:02 The Board heard Item 25.

GENERAL SERVICES
AND
AUDITOR-CONTROLLER-TREASURER-TAX COLLECTOR

- 23. [Sonoma County Fuel Cell Lease Refinancing.](#)
(A) Adopt a Resolution of the Board of Directors of the County of Sonoma Public Financing Corporation authorizing and directing the execution of a site and facility lease, a lease agreement, an assignment agreement and an escrow deposit and trust agreement in order to refinance the 2009 Comprehensive Energy Project Financing in an amount not to exceed \$18,000,000 and providing for other matters properly relating thereto, in an effort to provide the public benefit of reducing the anticipated annual fuel cell debt service by approximately \$100,000 each fiscal year.
(B) Adopt a resolution of the Board of Supervisors of the County of Sonoma authorizing and directing the execution and delivery of a lease agreement in order to refinance the 2009 Comprehensive Energy Project Financing in an

- amount not to exceed \$18,000,000, authorizing and directing execution of a site and facility lease, a lease agreement, and escrow deposit and trust agreement and a supplemental agreement, authorizing the private placement thereof with the Bank of the West, and providing for other matters properly relating thereto.
- (C) Approve a contract amendment with KNN Public Finance, for Financial Advisory services in the amount of \$55,000 plus up to \$1,000 in expenses to be paid from the cost of issuance fund. (4/5ths Vote)

[Item Materials](#)

10:18 A.M.

Presenter:
Caroline Judy, Director of General Services
Jonathan Kadlec, Asst. Auditor-Controller-Treasurer-Tax Collector

10:26 A.M. Public Comment Opened

Public Speakers:
None

10:26 A.M. Public Comment Closed

Board Action:
Approved as Recommended
UNANIMOUS VOTE
Approved by Resolutions 17-0110 and 17-0111

AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT

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

24. [Initiate District Comprehensive Plan community outreach and input process, integrate community input into the District Comprehensive Plan, per the District's Board approved 2014 Management Review.](#)

[Summary](#)
[Power Point](#)

10:27 A.M.

Presenters:
Bill Keene, General Manager, Agricultural Preserve and Open Space District
Karen Gaffney, Conservation Planning Program Manager, Agricultural Preserve and Open Space District

11:12 A.M. Public Comment Opened

Public Speakers:
Ted Eliot
Terri Shore
Jim Halverson
Dee
Bob Anderson
Eric Koenigshofer
Joan Belms
Steve Rabinowitch
Craig Anderson

11:43 A.M. Public Comment Closed

Board Action:
Approved as Recommended
UNANIMOUS VOTE

HUMAN SERVICES
AND
IN HOME SUPPORT SERVICES PUBLIC AUTHORITY

25. [In Home Support Services Public Authority Employment Contract. Authorize the Chair of the Sonoma County In Home Support Services Public Authority Board of Directors to sign a renewal employment contract with Michael Humphrey as Public Authority Manager for a three-year term beginning on March 14, 2017.](#)

[Summary](#)
[Attachment](#)

10:02 A.M.

Presenter:
Karen Fies, Director of Human Services

10:05 A.M. Public Comment Opened

Public Speakers:
None

10:05 A.M. Public Comment Closed

Board Action:
Approved as Recommended
UNANIMOUS VOTE

PERMIT AND RESOURCE MANAGEMENT DEPARTMENT
AND
COUNTY COUNSEL

26. [Enhance the County's Code Enforcement Program by making the following resource and policy adjustments:](#)
- A) Approve a manager position for the code enforcement program in Permit and Resource Management Department (Permit Sonoma) to oversee and coordinate violation remediation efforts to both increase cost recovery and reduce case backlog; (Majority)
 - (B) Increase General Fund net cost for the County Counsel's Office by \$50,000 in FY 16-17 and \$250,000 in future fiscal years with an offsetting expenditure reduction in the Non-Departmental legal services budget to fund the continued prosecution of the most serious current code enforcement violations that pose an immediate risk to public health or safety; (4/5 Vote) and,
 - (C) Delegate authority to Permit Sonoma Director and County Counsel to bypass the code enforcement administrative process and directly file litigation, for high risk violations, subject to Board ratification and receive an update on the administrative citation program, which will improve responsiveness to complaints and increase efficiency (Majority).

[Summary](#)
[Resolution](#)
[Resolution 2](#)
[Resolution 3](#)

11:55 A.M.

Presenters:
Jeff Brax, Chief Deputy County Counsel
Nathan Quarles, Deputy Director of Engineering and Construction, Permit and Resource Management Department

12:16 P.M. Public Comment Opened

Public Speakers:
None

12:16 A.M. Public Comment Closed

Board Action:

Approved as Recommended

UNANIMOUS VOTE

Approved by Resolutions 17-0114, 17-0115 and 17-0116

BOARD OF SUPERVISORS

27. [Approve a fee waiver of Mayacamas Volunteer Fire Department permitting fee apparatus bay door modification to accommodate new engine in the amount of \\$1359.39. \(First District\)](#)

[Summary](#)

[Attachment](#)

Board Action: Approved as Recommended

UNANIMOUS VOTE

28. [Approve fee waiver in the amount of \\$5,273.00 for permit and health fees for the Forestville Youth Park's annual parade and fundraiser. \(Fifth District\)](#)

[Summary](#)

[Attachment](#)

Board Action: Approved as Recommended

UNANIMOUS VOTE

29. [Approve a sponsorship in the amount of \\$8,000 for the Russian River Confluence which is scheduled for Friday, March 24, 2017, 8 a.m. to 6 p.m. at Shone Farm. \(Fourth District\)](#)

[Summary](#)

[Attachment](#)

[Attachment 2](#)

Board Action: Approved as Recommended

UNANIMOUS VOTE

30. [PUBLIC COMMENT ON CLOSED SESSION ITEMS](#)

12:36 P.M. Public Comment: None

IV. [CLOSED SESSION CALENDAR](#)

31. [The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Existing Litigation: Billy Cordell vs. County of Sonoma Workers' Compensation Appeals Board No. ADJ9668901. \(Gov. Code Sec. 54956.9\(d\)\(1\).\)](#)

The Board approved the settlement of Bill Cordell's workers' compensation claims by way of Compromise and Release Agreement in the amount of \$60,000, less permanent disability advances, which will result in \$20,000 new money to be paid to Cordell with direction to the Risk Manager to execute all documents necessary to effectuate the settlement.

UNANIMOUS VOTE

32. [The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Existing Litigation: County of Sonoma v. Nancy Carleton Davis. Sonoma County Superior Court Case No. SCV-251814. \(Gov. Code Sec. 54956.9\(d\)\(1\).\)](#)

No reportable action, direction was given to staff

33. [The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Existing Litigation: Sonoma County Association of Retired Employees \(SCARE\) v. Sonoma County, US District Court Case Number CV-09-4432 CW. \(Gov. Code Sec. 54956.9\(d\)\(1\).\)](#)

No reportable action, direction was given to staff

34. [The Board of Directors, Sonoma County Agricultural Preservation and Open Space District will consider the following in Closed Session: Conference with Legal Counsel - Existing Litigation - Alfred Bordessa and Joseph Bordessa, as Successor- Trustees of the Bruno Bordessa and Dorothy Bordessa Revocable Intervivos Trust \(Created by Declaration of Trust Dated June 12, 2000\) v. The Sonoma County Agricultural Preservation and Open Space District; and, Does 1 through 20, inclusive. Sonoma County Superior Court Case No. SCV 25694. \(Government Code §54956.9 \(d\)\(1\)\).](#)

No reportable action, direction was given to staff

35. [The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Anticipated Litigation pursuant to Government Code 54956.9\(d\)\(2\). Significant exposure to litigation: 1 case. \(Government Code section 54956.9\(d\)\(2\)\).](#)

No reportable action, direction was given to staff

36. [The Board of Supervisors will consider the following in closed session: Initiation of litigation. \(Government Code Section 54956.9\(d\)\(4\)\).](#)

The Board approved a compromise settlement with Ghilotti Bros. Inc. to resolve County Code violations through a payment of the County's enforcement costs of \$22,000 and a payment \$53,000 to Sonoma State University to fund conservation research, with other negotiated terms.

UNANIMOUS VOTE

37. [The Board of Supervisors will consider the following in closed session: Conference with Real Property Negotiator - Property: 3725 Laughlin Road, Windsor, CA; APN 059-200-002. Negotiating parties: For County: Jon Stout, Airport Manager; For Seller: Gary and Deborah Mumm; Under Negotiation: Terms and conditions of the proposed acquisition. \(Government Code §54956.8\).](#)

No reportable action, direction was given to property negotiator

38. [The Board of Supervisors will consider the following in closed session: Conference with Real Property Negotiator - Property: For lease of space at Charles M. Schulz- Sonoma County Airport Terminal, 2200 Airport Blvd, Santa Rosa, CA; APN 059-026-010. Negotiating parties: For County: Jon Stout, Airport Manager; For Lessee: Greg Kozak, United Airlines; Under Negotiation: Terms and conditions of the proposed lease. \(Government Code §54956.8\).](#)

No reportable action, direction was given to property negotiator

V. REGULAR AFTERNOON CALENDAR

39. [RECONVENE FROM CLOSED SESSION](#)

1:51 P.M. Reconvened from closed session

Present: Supervisors Rabbitt, Hopkins, Zane, Gore

Staff Present: County Administrator Sheryl Bratton, County Counsel Bruce Goldstein

Absent: Supervisor Gorin

40. [REPORT ON CLOSED SESSION](#)

County Counsel Bruce Goldstein reported on closed session

VI. [BOARD MEMBER REPORTS ON ASSIGNED BOARDS, COUNCILS, COMMISSIONS OR OTHER ATTENDED MEETINGS](#)

1:53 P.M. No reports were received

VII. [1:55 P.M. - PRESENTATIONS/GOLD RESOLUTIONS](#)

1:55 P.M. Supervisor Gorin arrived

41. PUBLIC COMMENT ON MATTERS NOT LISTED ON THE AGENDA BUT WITHIN THE SUBJECT MATTER JURISDICTION OF THE BOARD AND ON BOARD MEMBER REPORTS (Comments are restricted to matters within the Board's jurisdiction. The Board will hear public comments at this time for up to thirty minutes. Each person is usually granted time at the discretion of the Chair. Any additional public comments will be heard at the conclusion of the meeting. While members of the public are welcome to address the Board, under the Brown Act, Board members may not deliberate or take action on items not on the agenda.)

2:03 P.M. Public Comment Opened

Speakers:

Mark Emmett
Jennifer Wurtz
Marcie Cooper
Nancy Hillson-Sandborne
Pat Nicholson
Peter T
Elizabeth Neylon
Rosanne Snyder
Richard Hannon
Debbie Johnson
John Jenkel

2:26 P.M. Public Comment Closed

COUNTY ADMINISTRATOR

42. [Fiscal Year 2016-17 Mid-Year Update:](#)
(A) Receive Fiscal Year 2016-17 Mid-Year Budget Estimates and General Fund year-end balance projection.
(B) Adopt a Concurrent Budget Resolution adjusting departmental budgets by \$12.6 million.
(C) Adopt Resolution adjusting the Sonoma Valley Sanitation District Construction Fund Fiscal Year 2016-17 Budget by \$1,105,000 to record a loan payoff to the Water Agency for the photovoltaic project.

[Summary](#)
[Attachment 1](#)
[Attachment 2](#)
[Attachment 3](#)

Presenter:

Christina Rivera, Deputy County Administrator

2:57 P.M. Public Comment Opened

Speaker:

Bob Williamson

2:59 P.M. Public Comment Closed

Board Action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 17-0112

Sonoma Valley County Sanitation District

AYES: Susan Gorin, Shirlee Zane

ABSENT: Mayor Hundley

Approved by Resolution 17-0113

43. [2017 Budget Policy Workshop:](#)
- (A) Review Countywide Budget and Historical General Fund Allocations.
 - (B) Discuss Sonoma County Impacts Associated with State and Federal Proposed Budgets.
 - (B) Discuss Sonoma County Impacts Associated with State and Federal Proposed Budgets.
 - (C) Ratify Financial Policies, Approve Revisions, and Consider Future Policies.
 - (D) Accept General Fund Updated Fiscal Outlook.
 - (E) Provide Policy Guidance on Anticipated Funding Challenges.
 - (F) Accept the County Administrator's FY 2017-18 Budget Development Framework and Timeline.

[Summary](#)

[Attachment 1](#)

[Attachment 2](#)

[Attachment 3](#)

2:54 P.M.

Presenters:

Christina Rivera, Deputy County Counsel

Sita Kuteira, Administrative Analyst

2:59 P.M.

As part of the Board's discussion on County Budget impacts from state action and guidance on funding challenges it voted on a 5-0 vote to delegate to the County Counsel the ability to initiate or join litigation, if appropriate, to challenge proposed decreases in IHSS funding to the County.

4:55 P.M. Public Comment Opened

Speakers:

None

4:55 P.M. Public Comment Closed

44. [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](#)
[\(All materials related to these actions and determinations can be reviewed at:
<http://www.sonoma-county.org/prmd/b-c/index.htm>\)](#)

[Acts and Determinations](#)

Board Action: Approved as Recommended

UNANIMOUS VOTE

45. 5:09 P.M. ADJOURNMENT - The Board adjourned the meeting in memory of Marlene Ballaine. The next Board Meeting will be a Special Closed Session Meeting held on March 17, 2017 at 11:00 a.m.

**ACTION SUMMARY
COUNTY OF SONOMA
BOARD OF SUPERVISORS
Friday, March 17, 2017**

Supervisors Susan Gorin, David Rabbitt, Shirlee Zane, James Gore, Lynda Hopkins

Sheryl Bratton, County Administrator
Bruce Goldstein, County Counsel

I. CALL TO ORDER 11:00 a.m.

II. PLEDGE OF ALLEGIANCE 11:03 a.m.

III. BOARD MEMBER ANNOUNCEMENTS 11:04 a.m.

None.

IV. PUBLIC COMMENT ON MATTERS LISTED ON THE AGENDA 11:04 a.m.

(Government Code Section 54954.3(a))

None.

The Board recessed into closed session: 11:05 a.m.

The Board reconvened from closed session: 12:17 p.m.

V. CLOSED SESSION CALENDAR

1. The Board of Supervisors will consider the following in closed session: Public Employee Performance Evaluation – Human Services Director. (Government Code Section 54957(b)(1)).

No reportable action. Direction was given to staff.

2. The Board of Supervisors, the Board Of Commissioners, the Board Of Directors of the Water Agency, Board Of Directors Of The In Home Support Services Public Authority And The Board Of Directors Of The Agricultural Preservation And Open Space District will consider the following in closed session: Conference with Labor Negotiators: Agency Negotiators: Christina Cramer and Carol Allen, County of Sonoma and Rick Bolanos, Liebert Cassidy & Whitmore. (Government Code section 54957).

No reportable action. Direction was given to staff.

VI. RECONVENE FROM CLOSED SESSION 12:17 p.m.

Supervisors Present: Susan Gorin, David Rabbitt, Shirlee Zane, James Gore, Lynda Hopkins.

Staff Present: Sheryl Bratton, County Administrator, and Bruce Goldstein, County Counsel

Report on Closed Session will be provided with the Closed Session report from the regular meeting on Tuesday, March 21, 2017.

VII. ADJOURNMENT 12:17 p.m.

The meeting was adjourned to March 21, 2017 at 8:30 a.m.

Respectfully submitted,

Darin Bartow,
Interim Chief Deputy Clerk of the Board

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

TUESDAY

MARCH 21, 2017

8:30 A.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		

8:33 A.M. CALL TO ORDER

PLEDGE OF ALLEGIANCE

Supervisors Present: Susan Gorin, David Rabbitt, Shirlee Zane, James Gore, Lynda Hopkins

Staff Present: Sheryl Bratton, County Administrator and Robert Pittman, Acting County Counsel

I. [APPROVAL OF THE AGENDA \(Items may be added or withdrawn from the agenda consistent with State law\)](#)

Item 24A added to the agenda.

II. [CONSENT CALENDAR](#)

SONOMA COUNTY WATER AGENCY

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

1. [Petaluma Aqueduct Cathodic Protection Upgrade Protect – Acquisition of Property Rights.](#)
- A) [Authorize the Water Agency’s General Manager to acquire real property rights as required for the Petaluma Aqueduct Cathodic Protection Upgrade Project, which will upgrade the corrosion control ability of the existing aqueduct, for the appraised value and to execute such documents and pay any ancillary costs as necessary to facilitate acquisition of the property rights.](#)
- B) [Authorize the Water Agency’s General Manager to offer affected property owners the reasonable cost, up to \\$5,000, for an independent appraisal of property rights needed for the Project in accordance with Code of Civil Procedure Section 1263.025 and to reimburse the property owners said reasonable cost upon receipt of a copy of the contracted appraisal. \(Second and Fifth Districts\)](#)

[Item Materials](#)

Board Action: Approved as Recommended
UNANIMOUS VOTE

2. [Groundwater Management Planning: Authorize Water Agency’s General Manager to execute the Second Amended Agreement for Assistance with Groundwater Management Planning with Pete Parkinson increasing the amount by \\$50,000, expanding the scope of work to include Groundwater Sustainability Agency formation and related matters, and extending the agreement term by one year for a new not-to-exceed agreement total of \\$165,000 and end date of June 30, 2018.](#)

[Item Materials](#)

Board Action: Approved as Recommended
UNANIMOUS VOTE

3. [Southern Sonoma County Storm Water Resource Planning Grant.](#)

- A) [Adopt a resolution authorizing the Water Agency’s General Manager to execute an Assistance Agreement with the State Water Resources Control Board to receive \\$484,627 for the Southern Sonoma Storm Water Resource Planning Project, which includes the Petaluma River and Sonoma Creek watersheds, and related actions \(agreement terminates 05/31/2019\).](#)
- B) [Authorize the Water Agency’s General Manager to execute agreements with the following program partners to pass through grant funds: Sonoma Resource Conservation District \(\\$30,000\), Sonoma Land Trust \(\\$10,000\), Sonoma Ecology Center \(\\$20,000\), and Lawrence Berkeley National Laboratory \(\\$10,000\); agreements terminate 05/31/2019. \(First and Second District\)](#)

Item Materials

Board Action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 17-0117

- 4. [Reimbursement of Temporary Funding for Sonoma Ecology Center Watershed Projects.](#)
- A) [Authorize General Manager to execute an agreement with Sonoma Ecology Center for reimbursement of temporary funding for Sonoma Ecology Center Watershed Projects in the amount of \\$110,000, agreement terminates on December 31, 2019. The Center will repay the Water Agency through in-kind work comprised of three project tasks in this Agreement that support Water Agency Initiatives of flood protection, stormwater management, and habitat enhancement: a\) Multi-Stakeholder Assessment and Implementation Climate Change Planning for Natural Resources Resilience and Sustainability, b\) Salmonid Recovery in Relation to Water Resources and Groundwater Management, and c\) Feasibility Study for Increasing Water Retention and Water Quality Using Biochar.](#)
- B) [Authorize General Manager to amend the agreement to substitute projects, if necessary. \(First District\)](#)

Item Materials

Board Action: Approved as Recommended
UNANIMOUS VOTE

SONOMA COUNTY WATER AGENCY
OCCIDENTAL COUNTY SANITATION DISTRICT
RUSSIAN RIVER COUNTY SANITATION DISTRICT
SOUTH PARK COUNTY SANITATION DISTRICT
AND
SONOMA VALLEY COUNTY SANITATION DISTRICT
(Directors: Gorin, Zane, and Mayor Hundley)

- 5. [Laboratory Testing and Monitoring Services: Authorize the Water Agency’s General Manager acting on behalf of Sonoma County Water Agency, Occidental County Sanitation District, Russian River County Sanitation District, Sonoma Valley County Sanitation District, and South Park County Sanitation District to execute an agreement with Alpha Analytical Laboratories, Inc., for laboratory testing and monitoring services for water quality through April 1, 2020, in the amount of \\$975,000.](#)

Item Materials

Board Action: Approved as Recommended
UNANIMOUS VOTE

SONOMA VALLEY COUNTY SANITATION DISTRICT
(Directors: Gorin, Zane, and Mayor Hundley)

- 6. [Sonoma Valley Treatment Plant Electrical Upgrade Project – Engineering and Design Services.](#)
- A) [Authorize the Water Agency’s General Manager acting on behalf of Sonoma Valley County Sanitation District to execute an agreement with GHD Inc. for engineering and design services through December 31, 2020, in the amount of \\$100,000.](#)
- B) [Authorize the Water Agency’s General Manager to amend the agreement provided amendments do not cumulatively increase the total cost to the Water Agency by more than 10 percent, while retaining authorities under Resolution 04-0547, and do not substantially change the scope of work. \(First District\)](#)

[Item Materials](#)

Board Action: Approved as Recommended
UNANIMOUS VOTE

GENERAL SERVICES

7. [Request to increase appropriations and General Fund contribution to cover additional operating costs incurred as a result of bringing the management of the Cotati, Petaluma and Santa Rosa Veterans Memorial Buildings back into General Services Department. Adopt a Resolution to increase the Fiscal Year 16-17 expenditure appropriations by \\$125,700 to support operating expenses incurred as a result of an interim assumption of management responsibilities over the Cotati, Petaluma and Santa Rosa Veterans Memorial Buildings by General Services Department. Of this amount, \\$55,180 will be requested from General Fund Contingency. \(4/5ths vote\)](#)

[Item Materials](#)

Board Action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 17-0118

HEALTH SERVICES

8. [Animal Shelter Veterinary Services: Authorize the Director of Health Services to execute the first amendment to an agreement with Catherine McKenzie, DVM to provide veterinary services in the County animal shelter, increasing the amount by \\$293,176, resulting in a new total not-to-exceed amount of \\$384,336 including \\$119,760 for FY-16-17 and \\$132,288 for each of FY 17-18 and FY 18-19, and extending the term from April 30, 2017 to June 30, 2019.](#)

[Item Materials](#)

Board Action: Approved as Recommended
UNANIMOUS VOTE

REGIONAL PARKS

9. [Doran Regional Park Boat Launching Facility grant.](#)
 - A) [Adopt a resolution accepting a \\$990,000 grant from the State Division of Boating and Waterways for the Doran Park Boat Launching Facility construction and authorizing the Regional Parks Director to execute and administer the funding agreement, amendments, and certifications, approving reimbursement requests and project status reporting, and project completion certification.](#)
 - B) [Adopt Resolution Adjusting the FY 2016-2017 Budget by increasing revenues in the Regional Parks Department Doran Boat Launch Capital Improvement Project to reflect the receipt of a grant from California State Division of Boating and Waterways for the replacement of the boat launching facility at Doran Regional Park. \(Fifth District\)](#)

[Item Materials](#)

Board Action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolutions 17-0119 and 17-0120

SHERIFF'S OFFICE

10. [Boating Safety and Enforcement Financial Aid Program Agreement. Adopt a resolution authorizing the Sheriff to execute an agreement with the Division of Boating and Waterways to receive State grant funding for the provision of boating safety and enforcement services in an amount not-to-exceed \\$513,899 for Fiscal Year 17-18.](#)

[Item Materials](#)

Board Action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 17-0121

11. [2016 Sex Offender Registration and Notification Act Grant for Equipment and Training.](#)
 - A) [Authorize the Sheriff to execute the Sex Offender Registration and Notification Act Memorandum of Understanding and request for reimbursement for the term January 13, 2017 through July 31, 2017 for a pilot grant from the California Department of Justice, which will enhance the capacity of the Sheriff's Office to manage sex offenders.](#)
 - B) [Approve a resolution authorizing budgetary adjustments to the Sheriff's Office FY 2016-17 final budget for unanticipated revenue and corresponding expenditures from the California Department of Justice in the amount of \\$25,000 for the purchase of operational equipment and training related to sex offender registration and notification. \(4/5ths Vote\)](#)

[Summary](#)
[Resolution](#)
[Attachment](#)

Board Action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 17-0122

SHERIFF'S OFFICE/ PROBATION

12. [Agreement with BI, Inc. for Adult Electronic Monitoring. Authorize the Sheriff and the Chief Probation Officer, to jointly execute an agreement with BI Incorporated, to operate an adult offender and pre-trial Electronic Monitoring Program, for a three year term with two additional one year options to extend, effective April 1, 2017 in an amount not to exceed \\$1,711,367. The annual cost for the first year of the contract is \\$534,000.](#)

[Item Materials](#)

Board Action: Approved as Recommended
UNANIMOUS VOTE

COUNTY ADMINISTRATOR/ FIRE AND EMERGENCY SERVICES

13. [Extension of the Proclamation of Local Emergency Due to Winter Storm Damage. Adopt a Resolution to Extend the Proclamation of Local Emergency due to the Winter Storm "Double Crest" Event, made by the County Administrator/Director of Emergency Services on January 13, 2017, and the Winter Storm "Four Peat" Event, made by the County Administrator/Director of Emergency Services on February 10, 2017, extending the emergency for an additional 30 days, and continue waiving permit fees for repair work related to the both events.](#)

[Summary](#)
[Resolution](#)
[Attachment B](#)
[Attachment C](#)

Board Action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 17-0123

APPOINTMENTS/ REAPPOINTMENTS

14. [Appoint Leticia Padilla to the Commission on the Status of Women to serve a two year term beginning March 21, 2017 and ending March 21, 2019. \(Fourth District\)](#)

[Summary](#)

Board Action: Approved as Recommended
UNANIMOUS VOTE

- 15. [Approve the re-appointment of Gina Belforte, Council Member, City of Rohnert Park, to the Golden Gate Bridge & Transportation District for 2017.](#)

[Summary](#)
[Resolution](#)

Board Action: Approved as Recommended
 UNANIMOUS VOTE
 Approved by Resolution 17-0124

- 16. [Reappoint Sherry Weyers to the Mental Health Board from January 3, 2017 to December 31, 2019. \(Fifth District\)](#)

[Summary](#)

Board Action: Approved as Recommended
 UNANIMOUS VOTE

PRESENTATIONS/GOLD RESOLUTIONS

PRESENTATIONS AT THE BOARD MEETING

- 17. [1:30 P.M. – Adopt a Gold Resolution proclaiming the week of March 19 through March 25, 2017 as National Surveyor’s Week in the County of Sonoma.](#)

[Summary](#)
[Resolution](#)

Board Action: Approved as Recommended
 UNANIMOUS VOTE
 Approved by Resolution 17-0125

8:55 a.m. Public comment opened

Public Speakers:
 None

8:56 a.m. Public comment closed

III. REGULAR CALENDAR

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

AND

AIRPORT-LARKFIELD-WIKIUP SANITATION ZONE
SOUTH PARK COUNTY SANITATION DISTRICT

AND

SONOMA COUNTY WATER AND WASTEWATER FINANCING AUTHORITY

- 18. [2017 Wastewater Revenue Installment Sale Agreements.](#)
 - A) [Adopt resolutions authorizing execution of an Installment Sale Agreement between the Sonoma County Water and Wastewater Financing Authority and the Sonoma County Water Agency, for the Airport-Larkfield-Wikiup Sanitation Zone, to refinance prior debt \(Fourth District\).](#)
 - B) [Adopt resolutions authorizing execution of an Installment Sale Agreement between the Sonoma County Water and Wastewater Financing Authority and the South Park County Sanitation District, to refinance prior debt \(Fifth District\).](#)

[Item Materials](#)
[PowerPoint](#)

9:57 a.m.

Presenters:

Lynn Rosseli, Water Agency

Michael Gossman, Division Director Water Agency

9:02 a.m. Public comment opened

Public speakers:

None

9:03 a.m. Public comment closed

Board action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolutions 17-0126, 17-0127, 17-0128 and 17-0129

GENERAL SERVICES
AUDITOR-CONTROLLER/TREASURER-TAX COLLECTOR
SONOMA COUNTY WATER AGENCY

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

AND

SONOMA COUNTY PUBLIC FINANCING AUTHORITY

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

19. [Sonoma County Energy Independence Program Bonding Authorization, through calendar year 2016.](#)
- A) [Accept the Sonoma County Energy Independence Program update through 2016.](#)
- B) [Acting as the Board of Directors of the Sonoma County Public Finance Authority: Adopt resolutions and approve agreements with the County authorizing continued issuance and sale of revenue bonds, to fund the Sonoma County Energy Independence Program; and](#)
- C) [Acting as the County Board of Supervisors: Adopt resolutions authorizing the Treasurer to invest in bonds issued by the Public Finance Authority and authorizing execution of various related agreements with the Public Finance Authority, including a bond purchase agreement and a loan agreement; and](#)
- D) [Acting as the Directors of the Sonoma County Water Agency: Adopt resolutions withdrawing funds from the County Treasury Pool, and authorizing the withdrawn funds to be invested in Sonoma County Energy Independence Program bonds as a long-term Water Agency investment.](#)
- E) [Authorize the Chair of the Board of Supervisors to execute a Professional Services Agreement with Vitasys, Inc. dba ezSite Content Management Systems for website services necessary for ongoing development and maintenance of Sonoma County Energy Independence Program website for one year ending June 30, 2018 at not-to-exceed amount of \\$50,000. This extension will support integral components within the Sonoma County Energy Independence Program website allowing the public access to these valuable online resources for finding contractors, education, and applying for financing.](#)

[Item Materials](#)

[PowerPoint](#)

9:05 a.m.

Presenters:

Jane Elias, Program Manager, General Services

Donna Dunk, Auditor-Controller-Treasurer-Tax Collector

9:21 a.m. Public comment opened

Public Speakers:

None

9:22 a.m. Public comment closed

Board action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolutions 17-0130, 17-0131, 17-0132, 17-0133, and 17-0134

REGIONAL PARKS

- 20. [Andy’s Unity Park – Construction Re-Bid Award and Direction on Funding Gap.](#)
- A) [Adopt and approve the Project Manual and Drawings \(“plans and specifications”\) entitled “Andy’s Unity Park” on file with the Clerk of the Board.](#)
- B) [Award the contract to Argonaut Constructors for the amount of \\$3,029,445 and authorize the Chair of Board to execute the contract.](#)
- C) [Approve the use of contingencies in the amount of \\$698,559 for the project.](#)
- D) [Direct staff of Regional Parks to seek to identify additional funding options for the \\$564,500 to complete all of the additive alternatives, including additional grants, community fundraising, and use of any funds that could be programmed in the 2017-18 Regional Parks Budget.](#)
- E) [Authorize the Director of Regional Parks \(or their designee\) to select and add additive alternates if there are adequate resources to do so.](#)
- F) [Authorize the Director of Regional Parks \(or their designee\) to make other minor and related changes to the project required by the final conditions and agency approvals and other project conditions so long as the total does not exceed 10% of the total project cost. \(Fifth District\)](#)

[Item Materials](#)
[Power Point](#)

9:23 a.m.

Presenters:

Caryl Hart, Director, Regional Parks
Scott Wilkinson, Park Planner, Regional Parks

10:16 a.m. Public comment opened

Public Speakers:

Francisco Saiz
Jeff Bodwin
Diana Domenguez

10:28 a.m. Public comment closed

Board action: Approved as Recommended with the direction to the County Administrator to identify additional funding options according to item "D."

UNANIMOUS VOTE

21. [PUBLIC COMMENT ON CLOSED SESSION ITEMS](#)

11:02 a.m. Public comment opened

Public Speakers:

Dana Pederson

11:06 a.m. Public comment closed

IV. [CLOSED SESSION CALENDAR](#)

1:34 p.m. Acting County Counsel Robert Pittman reported on the Friday, March 17, 2017 closed session Items 1 and 2.

1:34 p.m. Acting County Counsel Robert Pittman reported on closed session Items 22 through 24A.

22. [The Board of Supervisors will consider the following in closed session: Public Employee Performance Evaluation – Community Development Commission Director. \(Government Code Section 54957\(b\)\(1\)\).](#)

No reportable action, direction given to staff

23. [The Board of Supervisors will consider the following in closed session: Initiation of litigation – Dry Creek Rancheria Band of Pomo Indians. \(Government Code Section 54956.9\(d\)\(4\)\).](#)

The Board authorized County Counsel to intervene in administrative appeal before ABC if necessary.
UNANIMOUS VOTE

24. [The Board of Commissioners, Community Development Commission will consider the following in closed session: Conference with Real Property Negotiator. Property 15015 Armstrong Woods Road, Guerneville, CA 95446. Negotiating Parties: For the Property Owner: Tami R Hentz; For the Option Holder: Mary Szecsey, West County Health Centers; For the Community Development Commission Margaret Van Vliet, Executive Director; Under negotiation Price and Terms of payment for purchase. \(Government Code Section 54956.8\).](#)

The Board directed staff to proceed with due diligence and engage in public outreach.
UNANIMOUS VOTE

- 24A [The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Existing Litigation and Potential Initiation of Litigation – County of Santa Clara v Donald J. Trump, President, et. al. \(Case No. 3:17-cv-00574-WHO US District Court, Northern District\). \(Government Code Sections 54956.9\(d\)\(1\) and \(d\)\(4\)\).](#)

The Board authorized the Chair to sign amicus on behalf of the full Board.
UNANIMOUS VOTE

V. [REGULAR AFTERNOON CALENDAR](#)

25. [RECONVENE FROM CLOSED SESSION](#)

1:34 P.M. Reconvened from closed session.

Present: Supervisors Gorin, Rabbitt, Hopkins, Zane and Gore

Staff Present: County Administrator Sheryl Bratton, Robert Pittman, Acting County Council

26. [REPORT ON SPECIAL CLOSED SESSION HELD ON FRIDAY, MARCH 17, 2017](#)

1:34 p.m. Acting County Counsel Robert Pittman reported on the Friday, March 17, 2017 closed session Items 1 and 2.

1. The Board of Supervisors will consider the following in closed session: Public Employee Performance Evaluation – Human Services Director. (Government Code Section 54957(b)(1)).

No reportable action – direction given to staff.

2. The Board of Supervisors, the Board Of Commissioners, the Board Of Directors of the Water Agency, Board Of Directors Of The In Home Support Services Public Authority And The Board Of Directors Of The Agricultural Preservation And Open Space District will consider the following in closed session: Conference with Labor Negotiators: Agency Negotiators: Christina Cramer and Carol Allen, County of Sonoma and Rick Bolanos, Liebert Cassidy & Whitmore. (Government Code section 54957).

No reportable action – direction given to staff.

27. [REPORT ON CLOSED SESSION](#)

1:34 P.M. Acting County Counsel Robert Pittman reported on closed session Items 22 through 24A.

Chairwoman Zane opened Public comment on Closed Session Item 24A.

Speakers:

Shirley
Mary Britton
Mallory Lambert

Supervisor Hopkins announced that there will be a community forum on March 29, 2017 at the Guerneville Town Hall.

VI. [BOARD MEMBER REPORTS ON ASSIGNED BOARDS, COUNCILS, COMMISSIONS OR OTHER ATTENDED MEETINGS](#)

1:47 P.M.

Supervisor Gore reported attendance at recent Solid Waste Independent Hearing Panel meeting; invited fellow supervisors to participate in the upcoming Russian River Confluence Forum whose purpose is to coordinate the many groups interested in the health and regulation of the Russian River; he and Supervisor Rabbitt held a Fire Services Ad Hoc meeting; and he participated on CSAC's Cannabis Working Group.

Supervisor Gorin reported attendance at the hospital association legislative public meeting concerning the Sonoma Developmental Center residents and services; informed that a Hwy 37 closures informational forum will be held on April 5, 2017; announced participation in the Sonoma County Waste Management Agency meeting; attended the BCDC workshop on March 16, 2017; attended the ABAG meeting and has been appointed to the Bay Restoration Authority; attended a Watmaugh Bridge restoration public meeting on March 20, 2017, and thanked Congressman Thompson for Woman of the Year recognition given to Ronit Rubino of Rutherford.

Supervisor Hopkins reported that she participated the Public Policy Facilitating Committee meeting; a Measure L Ad Hoc meeting concerning transit occupancy tax allocations and spending, and attended the Northern Sonoma County Air Pollution Control District meeting held in Guerneville.

Supervisor Rabbitt attended the Smart Board meeting and RCPA closed session; spoke at the Northbay Leadership Conference and also the Measure M Ad Hoc meeting.

Supervisor Zane attended the Public Policy Facilitating Committee; the Measure L Ad Hoc tourism tax meeting; participated in a broadcast about SMART at its Airport Drive operations facility; attended a flag raising the Santa Rosa Veterans Memorial Building and the local statewide mental health cultural competency summit and the Latino in the Workplace conference on March 16, 2017.

VII. [1:30 P.M. - PRESENTATIONS/GOLD RESOLUTIONS](#)

28. [PUBLIC COMMENT ON MATTERS NOT LISTED ON THE AGENDA BUT WITHIN THE SUBJECT MATTER JURISDICTION OF THE BOARD AND ON BOARD MEMBER REPORTS \(Comments are restricted to matters within the Board's jurisdiction. The Board will hear public comments at this time for up to thirty minutes. Each person is usually granted time at the discretion of the Chair. Any additional public comments will be heard at the conclusion of the meeting. While members of the public are welcome to address the Board, under the Brown Act, Board members may not deliberate or take action on items not on the agenda.\)](#)

2:14 P.M. Public comment opened

Speakers:
Jim Stevens
Duane De Witt
Cactus Pete
Kelly Mcmannus
Mark Epstein
Patricia Tuttle Brown
Mary Morrison
Elizabeth
Rosanne Snyder
Colleen Fernaud
Kristie Dugan
Richard Hannon
John Jenkel

Anne Bennett

Public comment closed

29. 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>)

[Acts and Determinations](#)

30. ADJOURNMENT - The Board adjourned the meeting in memory of Don Blumenthal, Bret Russell, Ann Broxnier, Dionecea Garfia, James McNulty, Jose Antonio Ruiz, Haven Best, Louise Hallberg and Rolf Issley. The next Board Meeting will be a held on March 28, 2017 at 8:30 a.m.

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

TUESDAY

MARCH 28, 2017

8:30 A.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		

8:33 A.M. CALL TO ORDER

Supervisors Present: Susan Gorin, David Rabbitt, Shirlee Zane, James Gore, Lynda Hopkins

Staff Present: Sheryl Bratton, County Administrator and Robert Pittman, Acting County Counsel

PLEDGE OF ALLEGIANCE

I. [APPROVAL OF THE AGENDA \(Items may be added or withdrawn from the agenda consistent with State law\)](#)

[Item 18 was added to the Closed Session Calendar.](#)

II. [CONSENT CALENDAR](#)

AGRICULTURAL PRESERVE AND OPEN SPACE DISTRICT

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

1. [Property Maintenance, Repair, and Management Services Agreements Authorize the General Manager of the Sonoma County Agricultural Preservation and Open Space District to execute nine services agreements for maintenance, repair and management work on District lands as follows: 1\) an agreement with Bohan & Canelis General Engineering, Inc., in an amount not-to-exceed \\$25,000; 2\) an agreement with Campbell Grading, Inc. in an amount not-to-exceed \\$50,000; 3\) an agreement with Goebel Construction, Inc. in an amount not-to-exceed \\$25,000; 4\) an agreement with Hanford Applied Restoration & Conservation in an amount not-to-exceed \\$50,000; 5\) an agreement with Pacific Watershed Associates, Inc. in an amount not-to-exceed \\$50,000; 6\) an agreement with Prunuske Chatham, Inc. in an amount not-to-exceed \\$100,000; 7\) an agreement with Rob Evans in an amount not-to-exceed \\$125,000; 8\) an agreement with Sonoma County Regional Parks in an amount not-to-exceed \\$150,000; and 9\) an agreement with Sonoma Ecology Center in an amount not-to-exceed \\$25,000. These contracts total \\$600,000 and are effective from date of execution to three years from the date of execution.](#)

Board action: Approved as Recommended
UNANIMOUS VOTE

HEALTH SERVICES

2. [Active Transportation Program Agreement. Authorize the Director of Health Services to execute an agreement with the Center for Climate Protection to implement education, encouragement, and evaluation activities related to the Sonoma County Safe Routes to School High School Pilot Program for the period of March 28, 2017 through June 30, 2019 for an amount not to exceed \\$296,650; which is financed with Federal Active Transportation Program funds.](#)

Board action: Approved as Recommended
UNANIMOUS VOTE

TRANSPORTATION AND PUBLIC WORKS

3. [Highway 101 at Airport Boulevard Interchange Landscape Project.](#)

(A) Approve the plans and specifications for the Highway 101 at Airport Boulevard Interchange Landscape project, G14001 for construction of landscape improvements to the Highway 101 scenic corridor.

(B) Award contract to lowest responsive/responsible bidder, Bortolussi & Watkin Inc., for an amount not to exceed \$510,522.22 plus 10% for construction contingency, and authorize the Chair to execute construction contract G14001.(Fourth District)

Board action: Approved as Recommended
UNANIMOUS VOTE

4. Airport Engineering Services Agreement. Approve and authorize the Chair to execute Task Order #7 with Mead & Hunt, Incorporated for an amount not to exceed \$215,000 for professional on-call engineering services at the Sonoma County Airport. Approval of the task order will enable airport staff to complete Federal Aviation Administration mandated pavement preservation programs, upgrade Airport service roads, construct a new ticketing facility, and recoup FAA grant funds. (Fourth District)

Board action: Approved as Recommended
UNANIMOUS VOTE

5. Boyes Boulevard Road Bridge Replacement Project. Approve resolution authorizing the Chair to execute a Right of Way Contract to purchase a utility easement for the Boyes Boulevard Road Bridge Replacement Project, with August V. Venezia Jr., and Donna L. Venezia, husband and wife, and Patricia Venezia, Trustee of the Patricia Venezia Trust dated November 21, 2013 (APN 056-391-022), for \$3,650, which includes \$0 for severance damages; Project C01147. (First District)

Board action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 17-0135

BOARD OF SUPERVISORS

6. Disbursement of Fiscal Year 16/17 First District Advertising Funds. Approve Advertising Program grant awards and authorize the County Administrator to execute a contract with the following entities for advertising and promotions activities for FY 16/17: Sonoma Valley Chamber of Commerce, \$2,500; Kenwood Education Foundation, \$1,500; Council on Aging, \$1,000; 6th Street Playhouse, \$1,000; Sonoma Valley Volunteer Firefighters Association, \$5,000; Agricultural Community Events Farmers' Market, \$2,000; Valley of the Moon Music Festival, \$1,500; Sonoma Valley Vintners and Growers, \$4,000; Sonoma Valley Visitor's Bureau and Sonoma Raceway, \$3,000; Valley of the Moon Natural History Association and Jack London Park Partners, \$1,000; and Sonoma County Dance Theater / Dancers Group, \$500. (First District)

Board action: Approved as Recommended
UNANIMOUS VOTE

7. Disbursement of Fiscal Year 16/17 Second District Advertising Funds. Approve Advertising Program grant Awards and authorize the County Administrator to execute a contract with the following entities for advertising and promotions activities for FY 16/17: Children's Museum of Sonoma County, \$1,000; Cinnabar Arts Corporation on behalf of Cinnabar Arts Org, \$2,000; Cotati Chamber of Commerce, \$1,500; North Coast Ballet California, \$800; Sonoma County Bach Society, \$500; Sonoma County Farm Trails, \$2,500; and The Cotati Accordion Festival, Inc., \$2,000. (Second District)

Board action: Approved as Recommended
UNANIMOUS VOTE

8. Disbursement of Fiscal Year 16/17 Third District Advertising Funds. Approve Advertising Program grant awards and authorize the County Administrator to execute a contract with the following non-profit entities for advertising and promotions activities for FY 16/17: A Theater for Children for "McQuadle A Dragon's Tale," \$500; North Coast Ballet California for "A Midsummer Night's Dream," \$1,000; Santa Rosa Symphonic Chorus for 2016-2017 Concert Season, \$500; Council on Aging Services for Seniors for Sonoma Wine Country Games, \$1,000; and Council on Aging Services for Seniors for Derby Day, \$2,500. (Third District)

Board action: Approved as Recommended
UNANIMOUS VOTE

9. [Disbursement of Fiscal Year 16/17 Fourth District Advertising Funds. Approve Advertising Program grant awards and Authorize the County Administrator to execute a contract with the following non-profit entities for advertising and promotions activities for FY 16/17: Alexander Valley Film Society, \\$2,500; Cloverdale Arts Alliance, \\$2,500; Kiwanis Club of Cloverdale, \\$750; Museums of Sonoma County, \\$300; Sonoma County Farm Trails, \\$750; Suscol Intertribal Council on behalf of Oaxaca Tierra Del Sol, \\$1,000; Town of Windsor, \\$1,000; Windsor Parks and Rec Foundation, \\$2,000. \(Fourth District\)](#)

Board action: Approved as Recommended
UNANIMOUS VOTE

10. [Disbursement of Fiscal Year 16/17 Fifth District Advertising Funds. Approve Advertising Program grant awards and Authorize the County Administrator to execute a contract with the following non-profit entities for advertising and promotions activities for FY 16/17: Farm Trails, \\$4,333; Food For Thought, \\$2,000; KOWS Community Radio, \\$2,000; Suscol Intertribal Council on behalf of Oaxaca Tierra Del Sol, \\$1,000; Sonoma County Pride, \\$1,500; and West County Community Services, \\$1,500. \(Fifth District\)](#)

Board action: Approved as Recommended
UNANIMOUS VOTE

APPOINTMENTS/ REAPPOINTMENTS

11. [Reappoint Lyndal-Marie Armstrong to the Sonoma County Mental Health Board effective 12/31/16 and expiring on 12/31/2018. \(First District\)](#)

Board action: Approved as Recommended
UNANIMOUS VOTE

PRESENTATIONS/GOLD RESOLUTIONS

PRESENTATIONS AT THE BOARD MEETING

12. [The Sonoma County Board of Supervisors and The Board of Directors of the Sonoma County Water Agency: Adopt a Concurrent Gold Resolution thanking the Friends of Lake Sonoma along with all the other festival sponsors for their efforts to host the 9th annual Lake Sonoma Steelhead Festival. \(Fourth District\)](#)

Board action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 17-0136

13. [Adopt a Gold Resolution honoring the Central Santa Rosa Library Building in Celebrating its 50th Anniversary. \(Third District\)](#)

Board action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 17-0137

8:44 A.M. Public Comment for Consent Calendar items Opened

Speaker:
Barry Vesser

8:48 A.M. Public Comment Closed

III. REGULAR CALENDAR

BOARD OF SUPERVISORS

14. [Sustainable Groundwater Management Act Implementation. Receive a report on the progress of implementation of the Sustainable Groundwater Management Act, including staff recommendations for formation of Groundwater Sustainability Agencies.](#)

8:49 A.M.

Presenters:

Jay Jasperse, Chief Engineer & Groundwater Manager, Sonoma County Water Agency
Peter Bruland, Administrative Analyst, County Administrator's Office

9:57 A.M. Public Comment Opened

Public Speakers:

Joe Dutton
Tom Yarish
Jake MacKensie

10:08 A.M. Public Comment Closed

HUMAN RESOURCES, COUNTY ADMINISTRATOR
GENERAL SERVICES, TRANSPORTATION AND PUBLIC WORKS,
REGIONAL PARKS AND INFORMATION SYSTEMS
COUNTY COUNSEL

15. [ADA Title II Program and Transition Plan Update. Receive a Status Report on the County's Americans with Disabilities Act Title II Program and Self-Evaluation Transition Plan to highlight the ongoing priority for accessibility of all County programs and services. \(Informational Only\)](#)

10:27 A.M.

Presenters:

Victoria Willard, EEO Manager-ADA Coordinator
Caroline Judy, Director General Services
Steve Ehret, Park Planning Manager
Mark Cleveland, Senior Park Planner

11:16 A.M. Public Comment Opened

Public Speakers:

None

11:16 A.M. Public Comment Closed

BOARD OF SUPERVISORS

16. [Approve a Fee Waiver for the Occidental Center for the Arts annual Fool's Day parade on April 1, 2017 in the amount of \\$839. \(Fifth District\)](#)

Board action: Approved as Recommended
UNANIMOUS VOTE

17. [PUBLIC COMMENT ON CLOSED SESSION ITEMS](#)

11:18 A.M. Public Comment Opened

Public Speakers:

None

11:18 A.M. Public Comment Closed

11:18 A.M. Recessed to Closed Session

IV. [CLOSED SESSION CALENDAR](#)

- #18. The Board of Supervisors will consider the following in the closed session: Conference with Real Property Negotiator - Property: County owned land - 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. Negotiating Parties: For the County: Caroline Judy, Director of General Services; For the Purchaser: William P. Gallaher, Managing Member, Chanate Community Development Partners LLC. Under Negotiation: Price and Terms of payment for purchase (Government Code Section 54956.8).

No reportable action. Direction was given to staff.

V. [REGULAR AFTERNOON CALENDAR](#)

19. [RECONVENE FROM CLOSED SESSION](#)

Supervisors Present: Susan Gorin, David Rabbitt, Shirlee Zane, James Gore, Lynda Hopkins

Staff Present: Sheryl Bratton, County Administrator and Robert Pittman, Acting County Counsel

20. [REPORT ON CLOSED SESSION](#)

1:34 P.M. Acting County Counsel Robert Pittman reported on Closed Session Item 18.

VI. [BOARD MEMBER REPORTS ON ASSIGNED BOARDS, COUNCILS, COMMISSIONS OR OTHER ATTENDED MEETINGS](#)

Supervisor Rabbitt attended a Golden Gate Bridge Transportation District where they discussed the suicide deterrent net. He attended a Sonoma Marin Area Rail Transportation (SMART) meeting. He attended a Sonoma County Transportation Authority (SCTA) meeting discussing the implementation of Measure M.

Supervisor Hopkins attended the Russian River Confluence on March 24, 2017, discussing restoring and rehabilitating the Russian River. She sat on a panel for National Organization for Women with Supervisor Gorin and Supervisor Zane discussing experiences in politics and being the first female majority in Sonoma County.

Supervisor Gore attended the Russian River Confluence. He attended a Fire Ad Hoc meeting with Supervisor Rabbitt.

Supervisor Gorin attended a fundraiser for the Law Library. She met with CalTrans discussing Highways 12 and 121 through Sonoma Valley. She met with the Chair of the North Bay Water Reuse Authority. She attended a Sigma meeting March 27, 2017. She announced the Agricultural Preservation and Open Space District will be having their open house meeting on March 31, 2017, on April 5, 2017 she will be hosting a meeting discussing Highway 37, and the Sonoma International Film Festival Opening is on March 29, 2017.

Supervisor Zane attended a SCTA and Regional Climate Protection Authority (RCPA) meeting on March 27, 2017. She attended the SMART Board meeting.

VII. [1:49 P.M. - PRESENTATIONS/GOLD RESOLUTIONS](#)

21. [PUBLIC COMMENT ON MATTERS NOT LISTED ON THE AGENDA BUT WITHIN THE SUBJECT MATTER JURISDICTION OF THE BOARD AND ON BOARD MEMBER REPORTS \(Comments are restricted to matters within the Board's jurisdiction. The Board will hear public comments at this time for up to thirty minutes. Each person is usually granted time at the discretion of the Chair. Any additional public comments will be heard at the](#)

conclusion of the meeting. While members of the public are welcome to address the Board, under the Brown Act, Board members may not deliberate or take action on items not on the agenda.)

2:09 P.M. Public Comment Opened

Public Speakers:

Mary Morrison
Elizabeth Neylon
Roseanne Snyder
Colleen Fernald
Richard Hannon
John Jenkel

2:28P.M. Public Comment Closed

22. 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>)

2:29 P.M.

Board Action: None

23. ADJOURNMENT

The Board adjourned the meeting to April 4, 2017 at 8:30 A.M.

Respectfully submitted,

Kay Lowtrip,
Chief Deputy Clerk of the Board

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

TUESDAY

APRIL 4, 2017

8:30 A.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		

8:35 A.M. CALL TO ORDER

Supervisors Present: Susan Gorin, David Rabbitt, Shirlee Zane, Lynda Hopkins, James Gore

Staff Present: Sheryl Bratton, County Administrator and Robert Pittman, Acting County Counsel

PLEDGE OF ALLEGIANCE

I. [APPROVAL OF THE AGENDA \(Items may be added or withdrawn from the agenda consistent with State law\)](#)

Item #15A was added to the agenda.

Item #19 was removed from the agenda.

II. [CONSENT CALENDAR](#)

AUDITOR-CONTROLLER TREASURER-TAX COLLECTOR

1. [2016-17 Property Tax Impound. Approve Resolution authorizing the Auditor-Controller Treasurer-Tax Collector to impound \\$2,307,855 of 2016-17 property taxes derived from the assessment of business impounds to ensure availability of funds in the event tax refunds are issued.](#)

Board Action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 17-0138

2. [2016-17 Property Tax Administration Charge. Approve Resolution Authorizing Property Tax Administration Charge to local taxing agencies to reimburse the County for costs incurred to process property taxes for 2016-17.](#)

Board Action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 17-0139

COUNTY CLERK-RECORDER-ASSESSOR

3. [Adopt resolution adopting the official canvass of the vote for the March 7, 2017, Special Election.](#)

Board Action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 17-0140

HUMAN SERVICES

4. [Caltrans - Metropolitan Transportation Commission Senior Transportation Grant Proposal. Execute a Resolution of Authority allowing the Director of Human Services to sign grant proposal applications and attachments on behalf of](#)

the Area Agency on Aging to receive Federal Transportation Authority (FTA) funding for senior transportation programs. The Resolution of Authority will enable the Director of Human Services to sign documents required before grant award.

Board Action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 17-0141

5. Approve travel to Washington, DC for Oscar Chavez, Assistant Director – Human Services Department, to participate in the American Bar Association Commission on Homelessness and Poverty, from April 6-7, 2017.

Board Action: Approved as Recommended
UNANIMOUS VOTE

HUMAN RESOURCES

6. Enterprise Risk Management Information System Enhancement. Authorize the Director of Human Resources to execute the Participating Entity Service Agreement with the California State Association of Counties – Excess Insurance Authority, to add a workers compensation claim module to the Systema Software LLC's Risk Management Information System to ensure accurate claims data is maintained and State and Federal financial reporting and audit requirements are met, at a one-time cost of \$303,750, and adding an annual license and system support fee of \$67,600 and renews annually unless terminated with 60 days notice.

Board Action: Approved as Recommended
UNANIMOUS VOTE

7. Miscellaneous Classification and Allocation Changes and Budgetary Adjustments.
 - A) Adopt concurrent resolution amending the Department Allocation Lists for the County Administrator's Office to reflect deleting 1.0 full-time equivalent Senior Office Assistant and adding 1.0 full-time equivalent Secretary allocation; the Community Development Commission to reflect deleting 1.0 full-time equivalent Account Clerk II, 1.0 full-time equivalent Assistant Executive Director - CDC, and 1.0 full-time equivalent Community Development Associate allocations as well as adding 1.0 full-time equivalent Controller - CDC and 1.0 full-time equivalent Community Development Manager allocations; the Department of Health Services to reflect deleting 3.0 full-time equivalent Eligibility Worker II and 1.0 full-time equivalent Eligibility Worker III allocations and adding 4.0 full-time equivalent Social Service Worker II allocations; and for the General Services Department to reflect deleting 1.0 full-time equivalent Automotive Technician and 1.0 full-time equivalent Heavy Equipment Mechanic II, as well as adding 1.0 full-time equivalent Lead Automotive Technician and 1.0 full-time equivalent Senior Heavy Equipment Mechanic allocations, respectively, effective April 4, 2017.
 - B) Adopt resolution of the Board of Supervisors authorizing use of General Fund Contingencies and budgetary adjustments to the 2016-2017 Final Budget for the General Services Department in the amount of \$4,903.

Board Action: Approved as Recommended
UNANIMOUS VOTE
17(a) Approved by Resolution 17-0142, 17(b) Approved by Resolution 17-0143

TRANSPORTATION AND PUBLIC WORKS

8. Fiscal Year 2016 California Transit Security Grant Program. Approve resolution authorizing the Director of Transportation and Public Works to execute for and on behalf of the County any actions necessary for the purpose of obtaining funding in the amount of \$31,815 provided by the California Office of Emergency Services for Sonoma County Transit's Video Security System project, and authorizing the Chair to execute the Authorized Agent Form required under the program.

Board Action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 17-0144

9. [Moffat & Nichol Engineers Second Amendment. Approve and authorize Chair to execute the Second Amendment to the agreement with Moffatt & Nichol Engineers to add design services for Valley of the Moon waterline relocation, design revisions, and design services during construction for the Boyes Boulevard Bridge over Sonoma Creek, increasing the contract amount by \\$257,452, which includes a 10% contingency, for a new not to exceed amount of \\$877,730 with no change to term ending June 30, 2019.](#)

Board Action: Approved as Recommended
UNANIMOUS VOTE

APPOINTMENTS/ REAPPOINTMENTS

10. [Reappoint Ramon Meraz to the Commission on Human Rights for a two-year term beginning February 28th, 2017 and ending February 28th, 2019. \(Fifth District\)](#)

Board Action: Approved as Recommended
UNANIMOUS VOTE

11. [Reappoint Terry Kelley to the Advisory Council to Area Agency for a two-year term beginning on April 14, 2017 and ending on April 13, 2019. \(Fifth District\)](#)

Board Action: Approved as Recommended
UNANIMOUS VOTE

PRESENTATIONS/GOLD RESOLUTIONS

PRESENTATIONS AT THE BOARD MEETING

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

12. [Adopt a Gold Resolution proclaiming April 2, 2017, through April 8, 2017, as National Crime Victims' Rights Week.](#)

Board Action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 17-0145

13. [Present a Gold Resolution recognizing Jackson Family Wines, recipients of the EPA's 2016 Green Power Leadership Award for their leadership and commitment to sustainable energy use that was approved at the March 7th Board of Supervisors Meeting. \(Fourth District\) PRESENTATION ON A DIFFERENT DATE](#)

Board Action: Approved as Recommended
UNANIMOUS VOTE

14. [Adopt a Gold Resolution Thanking Matt Martin For His Eight Years Of Service As Chief Executive At Social Advocates For Youth. \(Third District\)](#)

Board Action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 17-0146

15. [Adopt a Resolution Congratulating CASA on 20 years of outstanding dedication to the youth of Sonoma County \(First District\)](#)

Board Action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 17-0147

PERMIT AND RESOURCE MANAGEMENT DEPARTMENT

- 15A. [Report on Emergency Coastal Permit \(ZPE17-0117\) - Receive this written report from the Director of the Permit and Resource Management Department \(Permit Sonoma\) on the issuance of an Emergency Coastal Permit for demolition of a single family residence and destruction of its septic system to prevent immediate danger to the beach and surrounding property at 5991 Highway 1, Bodega Bay, Assessor's Parcel Number 101-120-049. Pursuant to Sonoma County Code Section 26C-341.2\(g\), this report is informational only, and no action of the Board is required. \(Fifth District\)](#)

Board Action: Approved as Recommended
UNANIMOUS VOTE

III. [REGULAR CALENDAR](#)

[COUNTY ADMINISTRATOR](#)

16. [County Strategic Priorities. Adopt the County's Strategic Priorities: Healthy Watersheds, Housing for All, Rebuilding our Infrastructure, and Securing our Safety Net, and provide direction to staff to implement recommended projects, develop outcome measures, and provide routine progress reporting to the Board of Supervisors.](#)

8:46 A.M.

Presenters:

Sheryl Bratton, County Administrative Officer
Peter Rumble, Deputy County Administrator
Barbie Robinson, Director of Health Services
Karen Fies, Director of Human Services
David Koch, Chief Probation Officer
Margaret van Vliet, Executive Director of Community Development Commission
Tennis Wick, Director of Permit and Resource Management Department
Caroline Judy, Director of General Services
Susan Klassen, Director of Transportation and Public Works
Bill Keene, General Manager, Agricultural Preserve and Open Space District
Michael Gossman, Division Director, Sonoma County Water Agency

12:05 P.M. Public Comment Opened

Speaker:

Michael Hilbur

12:07 P.M. Public Comment Closed

Board Action: Adopted as Recommended
UNANIMOUS VOTE

[COMMUNITY DEVELOPMENT COMMISSION](#)

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

17. [Renewing critical funding from US Department of Housing and Urban Development.](#)
- 17a) [Sonoma County Housing Authority Annual Plan Adopt a Resolution accepting the Sonoma County Public Housing Agency Annual Plan for the period of July 1, 2017 - June 30, 2018, authorizing the Chair of the Commission to sign the required certifications and authorizing submission to the U.S. Department of Housing and Urban Development.](#)
- 17b) [Continuum of Care 2016 Awards](#)
- A) [Approve the Commission's acceptance of \\$1,802,480 in nine Housing and Urban Development Continuum of Care 2016 awards, to maintain a combined \\$1,174,980 in Rental Assistance to homeless persons with disabilities; a combined \\$187,907 in funds to continue operations of the Homeless Management Information System; a combined \\$349,991 to sustain the continued development of Sonoma County's Coordinated Intake system for homeless persons; and \\$89,602 to support management of the Continuum of Care planning effort.](#)

- B) [Authorize the Executive Director of the Community Development Commission to execute initial and renewal contracts with Housing and Urban Development for the above Continuum of Care services, each for a one-year period beginning in calendar 2017 and ending in calendar 2018.](#)

12:11 P.M.

Presenters:

Margaret van Vliet, Executive Director of the Community Development Commission
Martha Cheever, Housing Authority Manager
Jenny Abramson, Homeless and Community Services Manager

12:44 P.M. Public Comment Opened

Speakers:

Michael Hilbur

12:47 P.M. Public Comment Closed

Board Action: Approved as Recommended

UNANIMOUS VOTE

17(a) Approved by Resolution 17-0148

18. [PUBLIC COMMENT ON CLOSED SESSION ITEMS](#)

12:47 P.M. Public Comment Opened

Speakers:

None

12:47 P.M. Public Comment Closed

12:47 The Board recessed to Closed Session

IV. [CLOSED SESSION CALENDAR](#)

19. [The Board of Supervisors will consider the following in closed session: Initiation of litigation – Chelene N. Reynolds 11620 Skyline Road, Forestville. \(Government Code Section 54956.9\(d\)\(4\)\).](#)

This item was withdrawn.

V. [REGULAR AFTERNOON CALENDAR](#)

20. [RECONVENE FROM CLOSED SESSION](#)

Supervisors Present: Susan Gorin, David Rabbitt, Shirlee Zane, James Gore, Lynda Hopkins

Staff Present: Sheryl Bratton, County Administrator and Robert Pittman, Acting County Counsel

21. [REPORT ON CLOSED SESSION](#)

1:37 P.M. Chairwoman Zane announced that there would be no report on Closed Session.

VI. [BOARD MEMBER REPORTS ON ASSIGNED BOARDS, COUNCILS, COMMISSIONS OR OTHER ATTENDED MEETINGS](#)

Supervisor Hopkins attended a Cannabis Ad Hoc Committee meeting with Supervisor Gorin. She hosted a Town Hall in Guerneville discussing a Homeless Services Center.

Supervisor Zane attended and spoke at the Santa Rosa Sustainable Groundwater Management Act meeting on April 3, 2017, with Supervisor Hopkins. She participated in a North Bay Leadership Council Good Government meeting. On April 3, 2017, she attended the Sonoma County Water Agency Strategic Planning Showcase. Mike Kennedy and she took employees from the California Health Facilities Financing Authority on a tour of the Crisis Stabilization Unit. She spoke at the Agricultural Preserve and Open Space District Comprehensive Planning public meeting on March 29, 2017.

Supervisor Gorin participated in the Agricultural Preserve and Open Space District Comprehensive Planning public meeting on March 29, 2017. She will be hosting a Town Hall forum on the Future of Highway 37 on April 5, 2017.

VII. [1:43 P.M. - PRESENTATIONS/GOLD RESOLUTIONS](#)

22. [PUBLIC COMMENT ON MATTERS NOT LISTED ON THE AGENDA BUT WITHIN THE SUBJECT MATTER JURISDICTION OF THE BOARD AND ON BOARD MEMBER REPORTS \(Comments are restricted to matters within the Board's jurisdiction. The Board will hear public comments at this time for up to thirty minutes. Each person is usually granted time at the discretion of the Chair. Any additional public comments will be heard at the conclusion of the meeting. While members of the public are welcome to address the Board, under the Brown Act, Board members may not deliberate or take action on items not on the agenda.\)](#)

1:57 Public Comment Opened

Public Speakers:

Craig Olson
Mary Morrison
Roseanne Snyder
Richard Hannon
Rachel Lamn
Colleen Fernald
Elizabeth Neylon
John Jenkel
Park Guthrie
Yancey Quam
Rodney

2:34 P.M. Public Comment Closed

TRANSPORTATION AND PUBLIC WORKS

23. [2:35 P.M. - Establishment of an Underground Utility District on Fulton Road between Guerneville Road and Piner Road. Hold a Public Hearing and consider adoption of the Resolution of Establishment, for the unincorporated County of Sonoma portion, of the Underground Utility District on Fulton Road between Guerneville Road and Piner Road. \(Fourth District\)](#)

2:34 P.M.

Presenter:

Susan Klassen, Director of Transportation and Public Works

2:37 P.M. Public Hearing Opened

Public Speaker:

Kan Tran

2:41 P.M. Public Hearing Closed

Board Action: Approved as recommended

UNANIMOUS VOTE

Approved by Resolution 17-0149

PERMIT AND RESOURCE MANAGEMENT DEPARTMENT

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

2:41 P.M. Board Action: None

25. [ADJOURNMENT](#)

2:41 P.M. The Board adjourned the meeting in the memory of Brandon Barmore, Corey Cordellos and Reverend Juan Hernandez II. The meeting was adjourned to April 11, 2016 at 8:30 A.M.

Respectfully submitted,

Kay Lowtrip,
Chief Deputy Clerk of the Board

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

TUESDAY

APRIL 11, 2017

8:30 A.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		

8:33 A.M. CALL TO ORDER

Supervisors Present: Susan Gorin, David Rabbitt, Shirlee Zane, James Gore, Lynda Hopkins

Staff Present: Sheryl Bratton, County Administrator and Robert Pittman, Acting County Counsel

PLEDGE OF ALLEGIANCE

- I. [APPROVAL OF THE AGENDA \(Items may be added or withdrawn from the agenda consistent with State law\)](#)
- II. [CONSENT CALENDAR](#)

SONOMA COUNTY WATER AGENCY

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

1. [Dry Creek Habitat Enhancement, Phase III.](#)
- A) [Authorize Water Agency's General Manager to execute the Fourth Amended Agreement for Engineering and Design Services for Dry Creek Habitat Enhancement Project Phase III with Environmental Science Associates, Inc., expanding the scope of work to provide design, bidding, and construction support for the United States Army Corps of Engineers' portion of the work, additional hydraulic modeling, further design on the Boaz property, and extending the agreement term by one year, increasing the amount by \\$580,400, for a new not-to-exceed agreement total of \\$1,925,556 and end date of December 31, 2018.](#)
- B) [Authorize Water Agency's General Manager to amend existing agreements between the Sonoma County Water Agency and the lowest responsive and responsible suppliers for the purchase of large woody debris to be incorporated into a portion of the Dry Creek Habitat Enhancement Project to be constructed by the Army Corps of Engineers in 2018. The costs associated with this purchase will not exceed \\$260,663 and will be part of the Sonoma County Water Agency's 25% cost-share agreement for the Corps' Continuing Authorities Program Project.](#)
- C) [Authorize the Water Agency's General Manager to sign a Memorandum of Agreement with the Army Corps of Engineers for In-Kind Contributions Provided or Performed by a Non-Federal Interest Prior to Execution of a Partnership Agreement. The In-Kind Memorandum of Agreement will allow the Water Agency to apply the cost of log procurement to the Water Agency's 25% cost-share. \(Fourth District\)](#)

Board action: Approved as Recommended
UNANIMOUS VOTE

2. [Tree Planting, Inventory, and Urban Forestry Management Plan. Adopt a Resolution approving the filing of a grant application to the California Department of Forestry and Fire Protection \(Cal Fire\) for the Urban and Community Forestry Grant Program as provided through the State Greenhouse Gas Reduction Fund in the estimated amount of \\$572,000 and taking related actions. If the grant is awarded, the resulting project will improve urban forest health, water quality, wildlife habitat, and quality of life for adjacent communities, and reduce sedimentation and stream temperatures.](#)

Board action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 17-00150

BOARD OF SUPERVISORS
AUDITOR-CONTROLLER-TREASURER-TAX COLLECTOR
AND
SONOMA COUNTY WATER AGENCY
COMMUNITY DEVELOPMENT COMMISSION
AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT
(Commissioners/Directors: Gorin, Rabbitt, Zane, Gore, Hopkins)

3. [Deferred Compensation 401\(a\) Volume Submitter Plan for Internal Revenue Service Reporting Requirements. Adopt a Concurrent Resolution approving and adopting the amended 401\(a\) plan, which will allow Nationwide Retirement Services to submit required reporting to the Internal Revenue Service; and authorize the Auditor-Controller-Treasurer-Tax Collector to execute and deliver the plan to Nationwide Retirement Services.](#)

Board action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 17-0151

FIRE AND EMERGENCY SERVICES

4. [Termination of the Proclamations of Local Emergency Due to Winter Storm Damage. Adopt a Resolution to Terminate the Proclamations of Local Emergency due to the Winter Storm “Double Crest” Event, made by the County Administrator/Director of Emergency Services on January 8, 2017, and the Winter Storm “Four Peat” Event, made by the County Administrator/Director of Emergency Services on February 10, 2017.](#)

Board action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 17-0152

HEALTH SERVICES

5. [On The Move - VOICES Sonoma. Authorize the Director of Health Services to execute an agreement with On The Move to provide case management services to transitional age youth in need of specialty mental health services for the period April 11, 2017 through June 30, 2018 in an amount not to exceed \\$298,234.](#)

Board action: Approved as Recommended
UNANIMOUS VOTE

PERMIT AND RESOURCE MANAGEMENT DEPARTMENT

6. [Land Conservation Act Contracts Replacement; Chalk Ridge Vineyard, LLC; PLP11-0048. Adopt a Resolution to rescind an existing Land Conservation Act contract and authorize the Chair of the Board of Supervisors to execute 12 replacement Land Conservation Act Contracts on parcels ranging in size from 13.71 acres to 59.89 acres in size as a condition of approval for a subdivision \(MJS03-0008\), located at 385 Pleasant Avenue, Windsor; APN 079-300-001,-002, -003, -004, -005, -006, -007, -008, -009, - 010, -011, -012, and -013. \(Fourth District\)](#)

Board action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 17-0153

7. [CEQA Document Contract for the Roblar Road Quarry Project. Authorize the Director of the Permit and Resource Management Department \(Permit Sonoma\) to execute an agreement with Environmental Science Associates \(ESA\) for an amount not to exceed \\$272,073 for preparation of a subsequent CEQA document for the Roblar Road Quarry Project. \(Second District\)](#)

Board action: Approved as Recommended
UNANIMOUS VOTE

SHERIFF'S OFFICE

8. 2017 Domestic Cannabis Eradication Suppression Program Letter of Agreement. Authorize the Sheriff to execute the 2017 Domestic Cannabis Eradication / Suppression Program Letter of Agreement and any Amendments that do not substantially alter the scope of the Agreement with the Drug Enforcement Administration, in the amount of \$40,000, to support efforts related to eradicating illegal cannabis activity in Sonoma County.

Board action: Approved as Recommended
UNANIMOUS VOTE

BOARD OF SUPERVISORS

9. Approve the Minutes of the Meetings of January 10, 2017, January 24, 2017 and January 31, 2017 for the following: Agricultural Preservation and Open Space District, Community Development Commission, Northern Sonoma County Air Pollution Control District, Occidental County Sanitation District, Russian River County Sanitation District, Sonoma County Water Agency, South Park County Sanitation District, and Board of Supervisors; and Approve the Minutes of the Meeting of January 10, 2017 of the Sonoma Valley County Sanitation District.

Board action: Approved as Recommended
UNANIMOUS VOTE

10. Disbursement of FY 16/17 First District Advertising Funds. Approve Advertising Program grant awards and authorize the County Administrator to execute a contract with the following entities for advertising and promotions activities for FY 16/17: Sonoma Valley Chamber of Commerce, \$2,500; Sonoma Valley Visitor's Bureau \$2,500. (First District)

Board action: Approved as Recommended
UNANIMOUS VOTE

APPOINTMENTS/ REAPPOINTMENTS

11. Appoint Paul Martin to the Sonoma County Agriculture Preservation Open Space District Advisory Committee for a two year term beginning on April 11, 2017 and ending April 10, 2019. (Second District)

Board action: Approved as Recommended
UNANIMOUS VOTE

12. Approve appointment of Jennifer Whyte to the Commission on the Status of Women for a term of two years, ending 04/11/2019. (Third District)

Board action: Approved as Recommended
UNANIMOUS VOTE

PRESENTATIONS/GOLD RESOLUTIONS

PRESENTATIONS AT THE BOARD MEETING

13. Adopt a Gold Resolution Recognizing April 2017 as Sexual Assault Awareness Month. (Third District)

Board action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 17-0154

PRESENTATIONS AT A DIFFERENT DATE

14. Adopt a Gold Resolution honoring Ceres Community Project on the 10th Anniversary of the organization.(Fifth District)

Board action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 17-0155

15. [Adopt a Gold Resolution Congratulating David Goode on his 100th Birthday. \(First District\)](#)

Board action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 17-0156

16. [Adopt a Gold Resolution for National Volunteer Week recognizing approximately 3,000 volunteers who served the County in 2016. \(Human Resources\)](#)

Board action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 17-0157

III. [REGULAR CALENDAR](#)

[COUNTY ADMINISTRATOR/ BOARD OF SUPERVISORS](#)

17. [Measure L Ad Hoc Committee Charter. Accept the Board of Supervisors Measure L Ad Hoc Committee Charter.](#)

8:42 A.M.

Presenter:
Peter Rumble, Deputy County Administrator

9:14 A.M. Public Comment Opened

Speakers:
None

9:14 A.M. Public Comment Closed

Board action: Approved as Recommended
UNANIMOUS VOTE

[SONOMA COUNTY WATER AGENCY](#)

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

18. [Water Rates for Fiscal Year 2017/2018. Adopt a Resolution establishing Rates and Charges for the Sonoma County Water Agency's Water Transmission System for Fiscal Year 2017/2018.](#)

9:14 A.M.

Presenters:
Michael Gossman, Division Manager Administration and Finance, Sonoma County Water Agency
Lynne Rosselli, Finance Manager, Sonoma County Water Agency

9:47 A.M Public Comment Opened

Speakers:
Chris De Gabrielle, Chair of the Technical Advisory Committee, Sonoma County Water Agency

9:47 A.M Public Comment Closed

Board action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution 17-0158

19. [10:04 A.M - Public Hearing to Authorize the Use of Eminent Domain to Acquire Property Rights for the Petaluma Aqueduct Cathodic Protection Upgrade Project for Corrosion Protection.](#)
 - A) [Conduct a public hearing and determine that the acquisition of real property for the Petaluma Aqueduct Cathodic Protection Upgrade Project is necessary.](#)
 - B) [Authorize acquisition of real property rights as required for construction of the Project.](#)
 - C) [Authorize and direct County Counsel and the General Manager of the Water Agency to take all necessary steps to obtain the real property rights required for the Project. \(Second and Fourth Districts\) \(4/5ths Vote\)](#)

10:04 A.M.

Presenters:

Kevin Campbell, Supervising Right of Way Agent, Sonoma County Water Agency

Adam Brand, Deputy County Counsel

Dale Roberts, Engineer, Sonoma County Water Agency

10:21 A.M Public Hearing Opened

Speakers:

None

10:21 A.M. Public Hearing Closed

The resolution was amended to remove DRL Investments and Dennis W. Muelrath, who came to agreements prior to the Board Action.

Board action: Approved as amended

UNANIMOUS VOTE

Approved by Resolution 17-0159

TRANSPORTATION AND PUBLIC WORKS

20. [Consideration of an Amended and Restated Joint Exercise of Powers Agreement for the Sonoma County Waste Management Agency. Approve and authorize the Chair to execute the proposed Amended and Restated Joint Exercise of Powers Agreement \(JPA\) for the Sonoma County Waste Management Agency \(SCWMA\) to ensure that the County achieves its state mandated waste diversion goals and protects the environment in the most cost efficient manner for rate payers.](#)

10:23 A.M.

Presenters:

Susan Klassen, Director, Transportation and Public Works

Patrick Carter, Executive Director, Sonoma County Waste Management Agency

11:16 A.M Public Comment Opened

Speakers:

Liz Bortolotto

Denny Rosatti

Francesco

Peter Tschernoff

11:27 A.M. Public Comment Closed

Board action: Approved as Recommended

UNANIMOUS VOTE

11:04 Supervisor Gore left the meeting

11:08 Supervisor Gore returned to the meeting

21. [Establish No Parking Restrictions on Agua Caliente Road \(#6601\) - First Reading. Adopt a resolution introducing and waiving the reading of an ordinance amending Ordinance No. 2300 by establishing no parking restrictions on the south side of Agua Caliente Road \(#6601\) from Postmile 10.590 \(Lake Street\) to Postmile 10.614. \(First District\)](#)

11:38 A.M.

Presenter:

John McCarthy, Deputy Director, Transportation and Public Works

11:44 A.M Public Comment Opened

Speakers:

None

11:44 A.M. Public Comment Closed

Board action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution 17-0160

GENERAL SERVICES/ HEALTH SERVICES

22. [Behavioral Health Services Update.](#)

22a) [Behavioral Health Services Campus Lease - 2245 Challenger Way, Santa Rosa Authorize the Board Clerk to publish a notice, declaring the Board's intention to execute a lease with SR Office Properties DE, LLC and Redbird SR Office Properties DE, LLC for 13,270 sq. ft. of office space, located at 2245 Challenger Way, Santa Rosa, for an initial term of 15 years, with 2, five-year options; rental payments of \\$21,100 per month \(\\$253,200 per year\); and tenant improvements to completed by the landlord, in support of consolidation of Behavioral Health Services at the Lakes campus in southwest Santa Rosa.](#)

22b) [Investment in Mental Health Wellness Act Grant - Crisis Residential Treatment](#)

- A) [Adopt a resolution accepting an Investment In Mental Health Wellness Grant of \\$870,343 from the California Health Facilities Financing Authority for crisis residential treatment program expansion and authorizing the Department of Health Services Director to execute the grant agreement and a lease agreement with Progress Foundation for the property located at 1120 Gordon Lane in Santa Rosa.](#)
- B) [Adopt a resolution adjusting the fiscal year 2016-2017 final budget by increasing revenues in the Department of Health Services by \\$870,343 to reflect the receipt of a grant from the California Health Facilities Financing Authority for crisis residential treatment program expansion. \(4/5ths Vote\)](#)

11:45 A.M.

Presenters:

Barbie Robinson, Health Services Director

Caroline Judy, General Services Director

Mike Kennedy, Health Service Behavioral Health Division Director

12:27 P.M. Public Comment Opened

Speaker:

Peter Tschernoff

12:28 P.M. Public Comment Closed

Board action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution 17-0161 and 17-0162

11:48 Supervisor Gorin left the meeting

11:51 Supervisor Gorin returned to the meeting

12:15 Supervisor Gore left the meeting

12:18 Supervisor Gore returned to the meeting

23. [PUBLIC COMMENT ON CLOSED SESSION ITEMS](#)

12:29 P.M. Public Comment Opened

Public Speakers:

None

12:29 P.M. Public Comment Closed

IV. [CLOSED SESSION CALENDAR](#)

5:09 P.M. Acting County Counsel Robert Pittman reported on Closed Session Items 24 through 28.

24. [The Board of Supervisors will consider the following in closed session: Public Employee Performance Evaluation – Transportation and Public Works’ Director. \(Government Code Section 54957\(b\)\(1\)\).](#)

Direction was given to staff.

25. [The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel - Existing Litigation - In re the Workers’ Compensation Cases: David Smith vs. County of Sonoma; Workers’ Compensation Appeals Board Nos. ADJ4701605; ADJ8482714; ADJ146358; ADJ8482714. \(Government Code section 54956.9\(d\)\(1\)\).](#)

The Board approved the settlement of David Smith’s workers’ compensation claims by way of Compromise and Release Agreement for settlement in the amount of \$254,956, less permanent disability advances to date of \$37,040, for a payout of \$217,916, with direction to the Risk Manager to execute all documents necessary to effectuate the settlement.

UNANIMOUS VOTE

26. [The Board of Directors, Sonoma County Water Agency will consider the following in closed session: Conference with Real Property Negotiator. Property: 2150 W. College Ave., Santa Rosa, CA. Negotiators: For Agency: Grant Davis, General Manager, Sonoma County Water Agency; For Potential Buyers: Margaret Van Vliet, Executive Director Sonoma County Community Development Commission. Under Negotiation: Terms and conditions of the proposed sale. \(Govt. Code §54956.8\)](#)

Direction was given to staff for potential transfer of property to the Sonoma County Water Agency.

27. [The Board of Directors, Sonoma County Community Development Commission: Conference with Real Property Negotiator. Property: 2150 W. College Ave., Santa Rosa, CA. Negotiators: For Community Development Commission: Margaret Van Vliet, Executive Director Sonoma County Community Development Commission; For Potential Sellers: Grant Davis, General Manager, Sonoma County Water Agency. Under Negotiation: Terms and conditions of the proposed purchase. \(Govt. Code §54956.8\)](#)

Direction was given to staff for potential transfer of property to the Sonoma County Water Agency.

28. [The Board of Directors, Sonoma County Community Development Commission: Conference with Real Property Negotiator. Property: 17880 Sonoma Highway, Sonoma, CA. APN 056-303-028 Negotiators: For Community Development Commission: Margaret Van Vliet, Executive Director Sonoma County Community Development Commission; For Potential Sellers: Joseph Bellan on behalf of the Joseph C. and Verna J. Bellan Trust. Under Negotiation: Terms and conditions of the proposed purchase. \(Govt. Code §54956.8\)](#)

This item was continued to future date.

V. [REGULAR AFTERNOON CALENDAR](#)

29. [RECONVENE FROM CLOSED SESSION](#)

Supervisors Present: Susan Gorin, David Rabbitt, Shirlee Zane, James Gore, Lynda Hopkins

Staff Present: Sheryl Bratton, County Administrator and Robert Pittman, Acting County Counsel

30. [REPORT ON CLOSED SESSION](#)

1:41 P.M. Chairwoman Zane deferred reading of Closed Session until after Item 34.

5:09 P.M. Acting County Counsel Robert Pittman reported on Closed Session Items 24 through 28.

VI. [BOARD MEMBER REPORTS ON ASSIGNED BOARDS, COUNCILS, COMMISSIONS OR OTHER ATTENDED MEETINGS](#)

Supervisor Gorin thanked everyone for the Highway 37 Town Hall. She participated in an update for the Emergency Operations Center regarding SoCo Alert and will be participating in the first Governing Board meeting of the San Francisco Bay Restoration Authority on Friday, April 14, 2017.

Supervisor Hopkins toured the jail and the Hall of Justice and participated in the Blessing of the Fleet in Bodega Bay with Supervisor Gore.

Supervisor Rabbitt attended a Sonoma Marin Area Rail Transportation (SMART) Board of Directors meeting discussing the Code of Conduct.

Supervisor Zane attended the SMART Board of Directors meeting; the Engineering and Contractors Association Public Official's Night with Supervisor Rabbitt, and made welcoming remarks at the Sonoma County Tourism meeting on April 10, 2017.

VII. [1:48 P.M. PRESENTATIONS/GOLD RESOLUTIONS](#)

31. [PUBLIC COMMENT ON MATTERS NOT LISTED ON THE AGENDA BUT WITHIN THE SUBJECT MATTER JURISDICTION OF THE BOARD AND ON BOARD MEMBER REPORTS \(Comments are restricted to matters within the Board's jurisdiction. The Board will hear public comments at this time for up to thirty minutes. Each person is usually granted time at the discretion of the Chair. Any additional public comments will be heard at the conclusion of the meeting. While members of the public are welcome to address the Board, under the Brown Act, Board members may not deliberate or take action on items not on the agenda.\)](#)

2:04 P.M. Public Comment Opened

Public Speakers:

Chris Knepper
Roseanne Snyder
Mary Morrison
Colleen Fernald
Elizabeth Neylon
Richard Hannon
John Jenkel
Tim Stafford
Carlos Campos
Scott Wagner
Alfred Sanchez
Kathleen Finnigan
Susan Lamont
June Brashares

Peter Tscherneff
Raquel Gomez
Ana Gomez

2:43 P.M. Public Comment Closed

FIRE AND EMERGENCY SERVICES

32. [Public Road Name Hearing – Thiessen Lane. Conduct a public hearing and adopt a resolution approving one \(1\) public road name in the new Green Valley Village Subdivision, Graton, California \(PLP15-0055\): Thiessen Lane.](#)

2:43 P.M.

Presenter:

James Williams, Assistant Fire Chief/Fire Marshal, Fire and Emergency Services

2:45 P.M. Public Comment Opened

Public Speakers:

None

2:45 P.M. Public Comment Closed

Board action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution 17-0163

**BOARD OF SUPERVISORS/ COUNTY ADMINISTRATOR/
PERMIT AND RESOURCE MANAGEMENT / HEALTH SERVICES/ WEIGHTS AND MEASURES/ FIRE AND
EMERGENCY SERVICES/ COUNTY COUNSEL AND
AUDITOR-CONTROLLER-TREASURER-TAX COLLECTOR**

33. [Cannabis Ad Hoc Committee Charter and Program Implementation.](#)
- A) [Adopt the 2017 Cannabis Ad Hoc Committee Charter and approve Phase 2 of the County's Cannabis Program;](#)
 - B) [Approve the Cannabis Advisory Group Selection and Work Plan;](#)
 - C) [Adopt a Resolution amending the Fiscal Year 2016-17 position allocation lists for various departments to add 12 full time staff members, increasing appropriations for staffing and related costs, and allocating \\$525,169 from unanticipated actual sales tax revenue to be reimbursed by revenues collected in Fiscal Year 2017-18 from the Cannabis Business Tax to implement and enforce the County's cannabis ordinances; \(4/5 vote\) and](#)
 - D) [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.](#)

2:46 P.M.

Presenters:

Rebecca Walchsberg, Deputy County Administrator
Sita Kuteira, Administrative Analyst, County Administrator's Office
Amy Lyle, Planner, Permit and Resource Management Department

3:41 P.M. Public Comment Opened

Public Speakers:

Michael Hilbur
Julie Mercer-Ingram
Jolene Strange
Arthur Deicke
Craig Litwin
Julie Terry
Ruhl Burrows

Tawnie Logan
Carlos Compos
Caren Woodson
Lauren Mendesohn
Brian Elliot

4:16 P.M. Public Comment Closed

Board action:
The Board approved sections A, B, and C as recommended.
UNANIMOUS VOTE
Approved by Resolution 17-0164

Action concerning Section D was continued until May 2017.

34. [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>)

5:07 P.M.

Board Action:
The Board accepted the Acts and Determinations.

35. [ADJOURNMENT](#)

5:10 P.M. The Board adjourned the meeting in the memory of Rosemary Wood, Mary Bosco, Jeanette Mancini Mitchell, and Barclay Nalley. The meeting was adjourned to April 25, 2017 at 8:30 A.M.

Respectfully submitted,

Kay Lowtrip
Chief Deputy Clerk of the Board

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

TUESDAY

APRIL 25, 2017

8:30 A.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		

Minutes Of The Meeting Of The Board Of Supervisors

County Of Sonoma
April 25, 2017

8:33 A.M. CALL TO ORDER

Supervisors Present: Susan Gorin, David Rabbitt, Shirlee Zane, James Gore, Lynda Hopkins

Staff Present: Sheryl Bratton, County Administrator and Bruce Goldstein, County Counsel

PLEDGE OF ALLEGIANCE

- I. [APPROVAL OF THE AGENDA \(Items may be added or withdrawn from the agenda consistent with State law\)](#)
- II. [CONSENT CALENDAR](#)

AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT

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

1. [Audit Services – Maze & Associates FY2017-2021. Authorize the General Manager of the Sonoma County Agricultural Preservation and Open Space District to execute a professional services agreement with Maze & Associates Accounting Corporation for \\$165,595 to provide annual audit services of the District’s financial statements through December 31, 2021, with annual costs beginning at \\$31,190 and increasing by 3 percent per year.](#)

Board action: Approved as Recommended
UNANIMOUS VOTE

COMMUNITY DEVELOPMENT COMMISSION

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

2. [Revisions to Flood Elevation Mitigation Program Design. Approve revisions to the Flood Elevation Grant Program Design to require homeowners to fund all project costs above the grant amount, to establish escrow accounts to cover up-front soft costs for 100% projects, and to allow the Commission to provide loans for income-qualified homeowners to fund 100% project escrow accounts.](#)

Board action: Approved as Recommended
UNANIMOUS VOTE

3. [First Amended Agreement with Harris & Lee Environmental Sciences, LLC for Environmental Services at the Roseland Village. Authorize the Executive Director of the Sonoma County Community Development Commission to execute the First Amended Agreement for Professional Services with Harris & Lee Environmental Sciences, LLC, to extend the term to December 31, 2019 and increase by \\$48,071 the total contract cost amount not to exceed \\$209,085. \(Fifth District\)](#)

Board action: Approved as Recommended
UNANIMOUS VOTE

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

4. Easement Agreement with City of Santa Rosa – Spring Creek. Adopt a resolution:
- A) Determining that the granting of an easement to the City of Santa Rosa for the construction, operation, and maintenance of a force main along Spring Creek in Santa Rosa, California is in the public interest and that the interest in land conveyed will not substantially conflict or interfere with the Sonoma County Water Agency's (Water Agency) flood control operations and maintenance activities on the property. The force main will allow for routine flushing of wells that are part of Santa Rosa's water supply.
 - B) Authorizing the General Manager of the Water Agency to file a Notice of Exemption in accordance with the California Environmental Quality Act.
 - C) Authorizing the Chair to execute the Easement Agreement. (Third District)

Board action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 17-0165

5. Consent Agreement with City of Santa Rosa Adopt a resolution:
- A) Authorizing the Chair to execute a Consent Agreement allowing the City of Santa Rosa to operate and maintain a turnout valve that provides potable water to Santa Rosa on a portion of Sonoma County Water Agency's Santa Rosa Aqueduct easement.
 - B) Authorizing the Water Agency's General Manager to file a Notice of Exemption in accordance with the California Environmental Quality Act.
 - C) Authorizing the Chair to execute the Consent Agreement. (Fourth District)

Board action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 17-0166

6. Easement Agreement with City of Santa Rosa – Santa Rosa Reservoir Spillway. Adopt a resolution:
- A) Determining that the grant of easement to the City of Santa Rosa for the construction, operation and maintenance of the Spring Lake Lift Station Improvements Project along the Santa Rosa Reservoir Spillway in Santa Rosa, California is in the public interest and that the interest in land conveyed will not substantially conflict or interfere with the Sonoma County Water Agency's (Water Agency) flood control operations and maintenance activities on the property. The improvements will provide better emergency access to the lift station and replace aging wastewater infrastructure.
 - B) Authorizing the General Manager of the Water Agency to file a Notice of Exemption in accordance with the California Environmental Quality Act.
 - C) Authorizing the Chair to execute the Easement Agreement. (Third District)

Board action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 17-0167

7. Petaluma River Flood Control. Authorize Chair to execute the First Amended Agreement for Upper Petaluma River Flood Control Project Feasibility Study, Modeling, and Screening with Woodard & Curran, Inc. (formerly RMC Water

and Environment) to provide watershed hydrologic and hydraulic modeling and engineering feasibility study services, increasing the amount by \$101,915, expanding the scope of work to include completion of the survey work, and extending the agreement term by one year for a new not-to-exceed agreement total of \$395,915 and end date of December 31, 2018. (Second District)

Board action: Approved as Recommended
UNANIMOUS VOTE

8. Funding of Design for Copeland Creek. Authorize Water Agency's General Manager to execute an agreement with the City of Rohnert Park for partial funding of the Copeland Creek Storm Water Detention Basin Project (Project) in the amount of \$250,000. The Water Agency is administering a Proposition 84 grant from the California Department of Water Resources (State); the Project is one of several funded by the State grant. (Third District)

Board action: Approved as Recommended
UNANIMOUS VOTE

9. Maintenance of 12kV Electrical Lines. Authorize the Sonoma County Water Agency's General Manager to execute the As-Needed Agreement for Inspection, Maintenance, and Emergency Services for the 12kV Electrical Distribution Lines with Cal Electro, Inc. to provide service for 12kV electrical lines that deliver power needed for water production, increasing the amount by \$200,000, and extending the agreement term by three years for a new not-to-exceed agreement total of \$250,000 and end date of June 30, 2020. (Fourth & Fifth District)

Board action: Approved as Recommended
UNANIMOUS VOTE

10. Petaluma Watershed Trash Cleanup. Authorize the Water Agency's General Manager to execute an agreement with Friends of the Petaluma River for watershed trash cleanup events through March 31, 2019, in the amount of \$42,400. (Second District)

AUDITOR-CONTROLLER TREASURER-TAX COLLECTOR

Board action: Approved as Recommended
UNANIMOUS VOTE

11. ACTTC Mandated Audit: Probation Department Juvenile Records and Accounts. Review and accept the Mandated Audit: Probation Department Juvenile Records and Accounts for the fiscal year ended June 30, 2016.

Board action: Approved as Recommended
UNANIMOUS VOTE

COUNTY ADMINISTRATOR/ BOARD OF SUPERVISORS

12. Board of Supervisors Rules of Procedure Adopt the updated Rules of Procedure for the Board of Supervisors meetings, and the new Governance Appendix documenting the Board's values and roles for leading the County organization.

Board action: Approved as Recommended
UNANIMOUS VOTE

13. First Amendment to Agreement between Northern Sonoma County Air Pollution Control District and County of Sonoma. Authorize the Chair to execute the First Amended Agreement between the Northern Sonoma County Air Pollution Control District and the County of Sonoma for the County to provide administrative support services, adding a provision that requires the Air Pollution Control Officer to comply with County rules, policies, regulations and procedures related to supervision employees of the District.

Board action: Approved as Recommended
UNANIMOUS VOTE

FIRE AND EMERGENCY SERVICES

14. [SoCoAlert Memorandums of Understanding with City of Cloverdale; City of Cotati; City of Santa Rosa; City of Sebastopol; and City of Rohnert Park Authorize the Director of Fire and Emergency Services to execute the Memorandums of Understanding between the County of Sonoma and: the City of Cloverdale; City of Cotati; City of Santa Rosa; City of Sebastopol; and City of Rohnert Park, to allow the cities to use the SoCoAlert system for emergency notification purposes.](#)

Board action: Approved as Recommended
UNANIMOUS VOTE

**PERMIT AND RESOURCE MANAGEMENT DEPARTMENT AND
FIRE AND EMERGENCY SERVICES**

15. [2016 Sonoma County Hazard Mitigation Plan Update.](#)
 - A) [Adopt a resolution to adopt the 2016 update of the Sonoma County Hazard Mitigation Plan.](#)
 - B) [Direct staff to initiate the process of incorporating the Plan into the General Plan Public Safety Element and Implement the Plan.](#)

Board action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 17-0168

SHERIFF'S OFFICE

16. [Second Amendment to Inmate Medical Services Agreement. Authorize the Chair to execute the Second Amendment to the Agreement for the Provision of Inmate Healthcare Services with California Forensic Medical Group, Inc., to incorporate service provisions necessary to allow for the County to participate in the State Department of Healthcare Services Medi-Cal County Inmate Program, benefitting the community by potentially offsetting inmate inpatient costs with newly available Federal funds.](#)

Board action: Approved as Recommended
UNANIMOUS VOTE

TRANSPORTATION AND PUBLIC WORKS

17. [AB 939 Local Task Force Bylaws Revision and Membership Update. Adopt a resolution confirming revised Sonoma County Local Task Force on Integrated Waste Management \(AB 939 Local Task Force\) Bylaws, confirming membership, and affirming new members for a term beginning April 25, 2017 and ending April 25, 2020.](#)

Board action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 17-0169

18. [HDR Engineers First Amendment to King Ridge Road Bridge Project Engineering Design Services Contract. Approve and authorize the Chair to execute the First Amendment to the agreement with HDR Engineers for engineering design services for the King Ridge Road Bridge Project over Austin Creek, extending the term of agreement to December 31, 2023 with no change in not-to-exceed amount of \\$409,443. \(Fifth district\)](#)

Board action: Approved as Recommended
UNANIMOUS VOTE

19. [Establish No Parking Restrictions on Agua Caliente Road \(#6601\). Adopt an Ordinance amending Ordinance No. 2300 by establishing no parking restrictions on the south side of Agua Caliente Road \(#6601\) from Postmile 10.590 \(Lake Street\) to Postmile 10.614. \(Second Reading – Ready for Adoption\) \(First District\)](#)

Board action: Approved as Recommended
UNANIMOUS VOTE
Approved by Ordinance 6193

20. [Phase III Accessibility Project for Graton and Occidental - Engineering Services Second Contract Amendment. Approve and authorize the Chair to execute the Second Amendment to the agreement with Brelje & Race Consulting Civil Engineers to add design and construction management services for Phase 3 of the Graton and Occidental Accessibility Improvements, increasing the contract amount by \\$375,600, resulting in a total amount for the agreement not to exceed of \\$899,300 with a term ending June 30, 2018. \(Fifth District\)](#)

Board action: Approved as Recommended
UNANIMOUS VOTE

21. [FY 2016-17 Low Carbon Transit Operations Program.](#)
 - A) [Approve resolution authorizing the execution of the FY 2016-17 Low-Carbon Transit Operations Program project for \\$135,730 to support the purchase of one 30-ft electric bus.](#)
 - B) [Approve resolution agreeing to comply with all conditions and requirements set forth in the Certification and Assurances document and applicable statutes, regulations and guidelines for Low-Carbon Transit Operations funded transit projects.](#)
 - C) [Authorize the Director of Transportation and Public Works to execute all required documents of the Low-Carbon Transit Operations program and any amendments thereto with the California Department of Transportation.](#)
 - D) [Authorize the Chair to execute the Authorized Agent Form required under the Low Carbon Transit Operations program.](#)

Board action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolutions 17-0170 and 17-0171

BOARD OF SUPERVISORS

22. [Disbursement of FY 16/17 Third District Advertising Funds. Approve Advertising Program grant awards and authorize the County Administrator to execute a contract with the following non-profit entities for advertising and promotions activities for FY 16/17: 6th Street Playhouse for the Spring Season Productions, \\$500; Incarnation Homeless Services for Incarnation 100 bike ride, \\$500; Catholic Charities of the Diocese of Santa Rosa for Code Blue Bicycle Ride and Festival, \\$1,000; SoCo Dance Theater for multiple performances, \\$500; Buckleup Programs for Out of the Shadows, \\$2,000. \(Third District\)](#)

Board action: Approved as Recommended
UNANIMOUS VOTE

APPOINTMENTS/ REAPPOINTMENTS

23. [Appoint Michael Murphy to the Sonoma County Regional Parks Foundation Board of Directors for a two year term beginning April 25, 2017 and ending April 24, 2019. \(Fifth District\)](#)

Board action: Approved as Recommended
UNANIMOUS VOTE

24. [Appointment and Reappointments to the Sonoma County Workforce Investment Board \(WIB\)](#)
 - A) [Approve the appointment of Katrina Thurman to the Sonoma County Workforce Investment Board for a one-year term beginning April 25, 2017 and ending April 25, 2018.](#)

- B) [Approve the re-appointment of Keith Dias, Paul Duranczyk, Christopher Fernandez, Chris Knerr, Albert Lerma, Jerald Miller, Tim Reese, Chris Snyder, and Carol Waxman to the Sonoma County Workforce Investment Board for a two-year term beginning April 25, 2017 and ending April 25, 2019.](#)

Board action: Approved as Recommended
UNANIMOUS VOTE

- 25. [Approve the Appointment of Lea Black to the Advisory Council to Area Agency on Aging for a two-year term beginning on April 25, 2017 and ending on April 25, 2019. \(Fourth District\)](#)

Board action: Approved as Recommended
UNANIMOUS VOTE

- 26. [Fire Services Advisory Council Appointments.](#)

- A) [Reappoint Dan George, Scott Foster, and Chris Thomas as full members of the Fire Services Advisory Council and reappoint Bill Newman, Chris Aitchison and Eric Hoffmann as alternate members.](#)

- B) [Appoint Ray Mulas as a full member of the Fire Services Advisory Council and Steve Akre as an alternate member.](#)

Board action: Approved as Recommended
UNANIMOUS VOTE

PRESENTATIONS/GOLD RESOLUTIONS

PRESENTATIONS AT THE BOARD MEETING

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

- 27. [Adopt a Gold Resolution proclaiming the fourth Friday in April as Children’s Memorial Flag Day throughout Sonoma County in memory of children who have died by violence. \(Third District\) PRESENTATION ON A DIFFERENT DATE](#)

Board action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 17-0172

- 28. [Adopt a Gold resolution recognizing the County’s 4th annual Take Your Child to Work Day. \(Human Resources\)](#)

Board action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 17-0173

8:49 A.M. Public Comment on Consent Calendar Opened

Public Speaker:
Chris Brocade

8:55 A.M. Public Comment on Consent Calendar Closed

III. **REGULAR CALENDAR**

8:56 A.M.

TRANSPORTATION AND PUBLIC WORKS

- 29. [Airport Note – Real Estate Acquisition for Approach Protection. Approve a resolution authorizing the issuance and sale of a County Note to support Sonoma County Airport acquisition of property for runway approach protection in the amount of \\$1,000,000 with a term ending April 25, 2018. \(4/5ths vote required\)](#)

8:56 A.M.

Presenter:

Jon Stout, Airport Manager

8:59 A.M. Public Comment Opened

Public Speakers:

None

8:59 A.M. Public Comment Closed

Board action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution 17-0174

HUMAN SERVICES

30. [Receive the Sonoma County Child Abuse Prevention Annual Report and Adopt a Gold Resolution to acknowledge April as Child Abuse Prevention Month.](#)
- A) [Accept the Sonoma County Annual Report on Child Abuse Prevention.](#)
- B) [Adopt a resolution designating the month of April 2017 as Child Abuse Prevention Month in Sonoma County. \(Human Services\)](#)

9:00 A.M.

Presenters:

Nick Honey, Director, Human Services Family, Youth & Children's Division

Robin Bowen, Executive Director of California Parenting Institute (CPI)

9:27 A.M. Supervisor Zane left the meeting

9:30 A.M. Supervisor Zane returned to the meeting

9:29 A.M. Public Comment Opened

Public Speakers:

Eric Lokchie

Francisco

9:35 A.M. Public Comment Closed

Board action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution 17-0175

COMMUNITY DEVELOPMENT COMMISSION

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

31. [Reinvestment and Revitalization Budget Policy.](#)
- A) [Receive an informational report on the status of the Reinvestment and Revitalization Fund.](#)
- B) [Accept the recommended revised policy for use of the Fund in FY 2017-18.](#)
- C) [Provide guidance regarding potential future years' policy priorities.](#)

9:38 A.M.

Presenters:

Margaret Van Vliet, Executive Director, CDC

John Haig, Assistant Exec Director, CDC

Dawn Chandler, Accounting Supervisor, CDC

10:41 A.M. Public Comment Opened

Public Speakers:

Marion Chase

10:45 A.M. Public Comment Closed

Board action: Approved as Recommended

UNANIMOUS VOTE

10:49 A.M. Meeting Recessed

11:00 A.M. Meeting Reconvened

**BOARD OF SUPERVISORS AND
SONOMA COUNTY WATER AGENCY**
(Directors: Gorin, Rabbitt, Zane, Gore, Hopkins)

32. Formation of Groundwater Sustainability Agencies.

A) Authorize the Chair of the Board of Supervisors and the Chair of the Board of Directors of the Sonoma County Water Agency to sign a Joint Powers Agreement creating the Petaluma Valley Groundwater Sustainability Agency.

B) Authorize the Chair of the Board of Supervisors and the Chair of the Board of Directors of the Sonoma County Water Agency to sign a Joint Powers Agreement creating the Santa Rosa Plain Groundwater Sustainability Agency.

C) Authorize the Chair of the Board of Supervisors and the Chair of the Board of Directors of the Sonoma County Water Agency to sign a Joint Powers Agreement creating the Sonoma Valley Groundwater Sustainability Agency.

D) Direct staff to create a process for accepting applications to serve as the County and Sonoma County Water Agency Board-appointed representatives on the Advisory Committees of the three Groundwater Sustainability Agencies.

E) Authorize the General Manager of the Sonoma County Water Agency to enter into agreements with each Groundwater Sustainability Agency to provide technical, outreach, and grant-writing services.

11:00 A.M.

Presenters:

Peter Bruland, Administrative Analyst, CAO

Jay Jasperse, Chief Engineer and Director of Groundwater Management, SCWA

Cory McDonnell, Deputy County Counsel

11:50 A.M. Public Comment Opened

Public Speaker:

Bob Anderson

11:52 A.M. Public Comment Closed

Board action: Approved as Recommended

UNANIMOUS VOTE

BOARD OF SUPERVISORS

33. [Sponsorship of the 2017 Roseland Cinco de Mayo Festival. Approve a contribution in the amount of \\$5,000 to the Roseland Cinco de Mayo Festival. \(Fifth District\)](#)

11:55 A.M. Public Comment Opened

Public Speakers:

None

11:55 A.M. Public Comment Closed

Board action: Approved as Recommended

UNANIMOUS VOTE

34. [PUBLIC COMMENT ON CLOSED SESSION ITEMS](#)

11:56 A.M. Public Comment Opened

Public Speakers:

None

11:56 A.M. Public Comment Closed

IV. [CLOSED SESSION CALENDAR](#)

35. [The Board of Directors, Sonoma County Community Development Commission: Conference with Real Property Negotiator. Property: 17880 Sonoma Highway, Sonoma, CA. APN 056-303-028 Negotiators: For Community Development Commission: Margaret Van Vliet, Executive Director Sonoma County Community Development Commission; For Potential Sellers: Joseph Bellan on behalf of the Joseph C. and Verna J. Bellan Trust. Under Negotiation: Terms and conditions of the proposed purchase. \(Govt. Code §54956.8\)](#)

Direction was given to Labor Negotiators John Haig and Margaret Van Vliet.

V. [REGULAR AFTERNOON CALENDAR](#)

36. [RECONVENE FROM CLOSED SESSION](#)

Supervisors Present: Susan Gorin, David Rabbitt, Shirlee Zane, James Gore, Lynda Hopkins

Staff Present: Sheryl Bratton, County Administrator and Bruce Goldstein, County Counsel

37. [REPORT ON CLOSED SESSION](#)

1:33 P.M. County Counsel Bruce Goldstein reported on Closed Session Item 35.

VI. [BOARD MEMBER REPORTS ON ASSIGNED BOARDS, COUNCILS, COMMISSIONS OR OTHER ATTENDED MEETINGS](#)

Supervisor Gorin attended the Sonoma County Waste Management Agency (SCWA) meeting when the timeline for the Request for Proposals (RFP) for composting operations was discussed and she celebrated the completion of the Joint Powers Authority (JPA) process. On April 20, 2017, she attended a workshop on Rising Tides in the Bay.

Supervisor Hopkins attended a Local Agency Formation Committee (LAFCO) meeting and a North Coast Resource Partnership (NCRP) meeting. She attended a meeting with Congressmen Huffman and Thompson and other local community leaders on immigration; she toured Potter Valley, and hosted a meeting on homelessness in Guerneville on April 24, 2017.

Supervisor Rabbitt held a Bloomfield town hall meeting. On April 13, 2017, he attended the Suicide Deterrent System Ceremony at the Golden Gate Bridge; on April 17, 2017, he attended the Leigh Howe Road town hall meeting discussing the Graton Casino expansion; and the ribbon cutting for the Material Recycling Facility (MRF) on April 19, 2017. He also attended the Sonoma Marin Area Rail Transportation (SMART) board meeting on April 19, 2017 and on April 20, 2017 the Sonoma County Employee Retirement Association (SCERA) investment and Bay Area Association of Counties legislative and government meetings.

Supervisor Zane attended the Volunteer Recognition Reception on April 13, 2017 and on April 24, 2017, she attended the First 5 Commission meeting.

VII. [1:45 P.M. - PRESENTATIONS/GOLD RESOLUTIONS](#)

38. [PUBLIC COMMENT ON MATTERS NOT LISTED ON THE AGENDA BUT WITHIN THE SUBJECT MATTER JURISDICTION OF THE BOARD AND ON BOARD MEMBER REPORTS \(Comments are restricted to matters within the Board's jurisdiction. The Board will hear public comments at this time for up to twenty minutes. Each person is usually granted time at the discretion of the Chair. Any additional public comments will be heard at the conclusion of the meeting. While members of the public are welcome to address the Board, under the Brown Act, Board members may not deliberate or take action on items not on the agenda.\)](#)

1:51 P.M. Public Comment Opened

Public Speakers:

Wayne Smith
Duane Dewitt
Patricia Boreta
Victoria Vanez
Maria Canas
Madonna Rose
Feather Cruz
Mary Morrisson
Roseanne Snyder
Colleen Fernald
Richard Hannon
John Jenkel
Greg Brown
Francisco Saiz
Rebecca Halfmeyer
Elizabeth Neylon
Raquel Gomez
Alfredo Sanchez
Nikki Pyle
Thomas Ells

2:46 P.M. Public Comment Closed

PERMIT AND RESOURCE MANAGEMENT DEPARTMENT

39. [Vacation of public right-of-way on portion of Oak Drive, Healdsburg, SUR15-0057.. Conduct public hearing. After close of public hearing, adopt a resolution finding that the project is exempt from CEQA and ordering vacation of a portion of Oak Drive as shown on the map titled "Del Rio Woods Subdivision Number 2" filed in Book 47 of Maps, Pages 7-10, of Sonoma County Records. \(Fourth District\)](#)

2:47 P.M.

Presenters:

Tennis Wick, Director of Permit and Resource Management Department
Leonard H. Gabrielson, County Surveyor, Permit and Resource Management Department

2:54 P.M. Public Comment Opened

Public Speakers:
Judi Gorski
Stephen Gorski
Thomas Moribito
Mark Gusttelg

3:03 P.M. Public Comment Closed

3:06 P.M. This item was continued until after item 40.

4:45 P.M. Item 39 was reopened.

Board action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution 17-0176

COUNTY ADMINISTRATOR

40. [Charters for Pension Ad Hoc and Independent Citizen's Pension Committee.](#)
- A) [Approve the charter for the Board's 2016-17 Pension Ad Hoc Committee.](#)
- B) [Adopt a Resolution to establish an ongoing Independent Citizen's Pension Committee and approve its charter.](#)
- C) [Direct the Pension Ad Hoc co-chairs to initiate an open application process to identify potential appointees to the Independent Citizen's Pension Committee. The co-chairs' recommended appointees will be presented to the full Board for approval as a consent item at a future meeting.](#)

3:07 P.M.

Presenters:
Nikolas Klein, Administrative Analyst, County Administrator's Office

3:57 P.M. Public Comment Opened

Public Speakers:
Tracie Rinehart
Cindy Vargas
Amos Eaton
Alex Perry
Joel Evans-Fuden
Lisa Maldonado
Shawn Brice
Cheryl Fonseca
Julia Rapkin
Michelle Bond
Andre Beruit
Lisa Rekowsky
Bob Williamson
Jack Atkin
Larry Heiges

4:30 P.M. Public Comment Closed

Board action:
The Board Amended the Resolution Exhibit A Charter for the Citizen's Committee to remove the committee member criteria that restricted beneficiaries of the retirement system (including current County employees) from participating.

Approved as amended.

UNANIMOUS VOTE

Approved by Resolution 17-0177

At 4:45 P.M. item 39 was reopened.

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

4:52 P.M.

Board Action: The Board accepted the Acts and Determinations.

UNANIMOUS VOTE

42. [ADJOURNMENT](#)

4:57 P.M. The Board adjourned the meeting in the memory of John Barinaga, Mark William Merrill, Larry Raymond Carey, Wesley Dahl, Lynette Williamson, Elizabeth Smithson, and Dick Hardy. The meeting was adjourned to April 28, 2017 at 1:00 P.M.

Respectfully submitted,

Kay Lowtrip,
Chief Deputy Clerk of the Board

**ACTION SUMMARY
COUNTY OF SONOMA
BOARD OF SUPERVISORS
FRIDAY, APRIL 28, 2017**

Supervisors Susan Gorin, David Rabbitt, Shirlee Zane, James Gore, Lynda Hopkins
Sheryl Bratton, County Administrator
Bruce Goldstein, County Counsel

I. 1:05 P.M. CALL TO ORDER

II. 1:05 P.M. PLEDGE OF ALLEGIANCE

III. BOARD MEMBER ANNOUNCEMENTS

None.

IV. 1:06 P.M. - PUBLIC COMMENT ON MATTERS LISTED ON THE AGENDA (Government Code Section 54954.3(a))

Public Speakers: None.

The Board recessed into closed session: 1:06 P.M.

V. CLOSED SESSION CALENDAR

1. The Board of Supervisors will consider the following in closed session: Public Employee Performance Evaluation – Child Support Services Director. (Government Code Section 54957(b)(1)).

Closed Session report was given at the May 2, 2017 regular Board meeting: No reportable action. Direction was given to staff.

2. The Board of Supervisors will consider the following in closed session: Interviews for Regional Parks Director (Government Code Section 54957(b)(1)).

Closed Session report was given at the May 2, 2017 regular Board meeting: The Board announced appointment of Bert Whitaker to the position of Regional Parks Director.

VI. REPORT FROM CLOSED SESSION: Report on Closed Session items were provided at the regular meeting on Tuesday, May 2, 2017.

VII. 1:07 P.M. ADJOURNMENT



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: County of Sonoma Board of Supervisors

Board Agenda Date: June 20, 2017

Vote Requirement: Majority

Department or Agency Name(s): District Attorney

Staff Name and Phone Number:

Renate Amantite, 565-3150

Supervisorial District(s):

Title: District Attorney Victim Services Restitution and Emergency Fund Grants

Recommended Actions:

Approve two Resolutions authorizing the District Attorney to renew grant programming with the California Victim Compensation Board:

- A. The Criminal Restitution Compact agreement for \$151,172 for a 2 year term, 7/1/17-6/30/19, to pay the majority of salary and benefits of a Restitution Specialist, helping victims obtain mandated restorative payments from defendants.
- B. The Revolving agreement provides an advance of \$40,000 for a 3 year term, 7/1/17-6/30-2020, to help meet emergency needs of victims.

Executive Summary:

The District Attorney's Office requests approval to sign two agreements with California Victim Compensation Board to continue the collaborative partnership of the two agencies in helping meet the needs of victims of violent crimes. The Criminal Restitution Compact Agreement provides \$151,172 of funding to the Sonoma District Attorney's Office to pay the majority of a Restitution Specialist for two years, 7/1/17-6/30/19. The District Attorney Restitution Specialist assists prosecuting attorneys to ensure proper imposition of restitution orders, court mandated restorative payments from offenders to victims.

Revolving Fund agreement allows California Victim Compensation Board to continue to provide an advance of \$40,000 to the Sonoma County Victim Services Division to provide immediate emergency funding to help victims with expenses such as burial and funeral expenses and relocation expenses for domestic violence victims.

Discussion:

California Victim Compensation Board – Criminal Restitution Compact Program

The Victim Services program was created by the passage of Section 13835 et seq. of the California State Penal Code, which mandates local comprehensive centers for victim and witness assistance throughout

California. The Sonoma County Victim Services Division is one of the special programs designed to reduce the trauma and insensitive treatment victims and witnesses may experience following a crime. The District Attorney's Office is committed to helping crime victims and their families reorganize and reclaim their lives; our staff seeks to make the criminal justice system more understandable, accessible, and responsive to the concerns of victims and their families.

The California Victim Compensation Board is the State agency that provides compensation for victims of violent crime and eligible victims with reimbursement for crime-related expenses. County jurisdictions are also provided with funds that are used to facilitate the administrative needs of clients seeking California Victim Compensation Board assistance. In Sonoma County, California Victim Compensation Board funds support the District Attorney's Victim Services Claims Unit, which helps victims of crimes understand the restitution process, determines the financial impact of the crimes, ascertains eligibility requirements to file claims for restitution, and assists victims file claims to the court.

The contract of this Board Action provides \$75,586 per year for a two year term to fund a portion of the salary and benefits of an existing Restitution Specialist in the District Attorney's Office. California Victim Compensation Board has provided this funding since 1979. The balance of the position, an estimated \$30,234 for FY 17-18 and \$35,525 for FY 18-19, will be paid through general fund dollars.

The Restitution Specialist works in conjunction with the Claims Unit to file and administer California Victim Compensation Board based claims. The Restitution Specialist is also responsible for ensuring that the victims of crime are provided with appropriate orders and that mandated restitution fines and fees are either imposed on the defendant at the time of sentencing or an order for restitution is reserved and to be determined at a later date. To accomplish this, the Restitution Specialist works closely with the victims, the Deputy District Attorneys, the Courts, the Probation Department, and California Victim Compensation Board. The Restitution Specialist attempts contact with each victim, explains the laws around the allowable losses, educates the victims on preparing restitution requests, and explains the court process to the victim. The Restitution Specialist is regularly in court with the victims and their families and assists them in presenting their restitution request to the court. Once the court has made an order, the Restitution Specialist will often work directly with the defendant and the victim on setting up a payment plan in an effort to help ensure the victim is "made whole" again.

California Victim Compensation Board Revolving Fund Agreement

The Revolving program with the California Victim Compensation Board provides an immediately available funding source to allow Sonoma County Victim Services Division funding to provide victims with certain emergency financial needs including funeral and burial expenses as well as for relocation expenses for domestic violence victims. This fund program is made available pursuant to Government Code Sections 13961.1, 13961.2, and 13962(d) for:

- Payment of verified funeral/burial expenses;
- Payment of verified relocation expenses;
- Payment of verified crime scene clean-up expenses; and
- Payments of other verified emergency losses.

Due to the confidential nature of the expenditures involved, a unique account has been established for the sole purpose of paying verified victim claims. The District Attorney's Office has been the designated

manager of the account since 2002. Prior to 2002, the Revolving Fund was managed by the Probation Department, which was at the time responsible for the Victim Assistance Center. The Revolving Fund account is subject to California Victim Compensation Board audits.

Administration of these funds is a function of the District Attorney's Victim Services Division which is mandated under Marsy's Law, article I § 28, section (b) of the California Constitution, to provide comprehensive victim and witness assistance in Sonoma County. No revenues or expenditures related to the Agreement's victim reimbursement activities affect the County General Fund. No matching funds are required for these expenses.

Prior Board Actions:

The Board of Supervisors has authorized the District Attorney to renew agreements with California Victim Compensation Board to assist Sonoma County victims of violent crimes since 1997.

On July 12, 2016 the Board of Supervisors authorized renewal of the current California Victim Compensation Board Restitution Criminal Restitution Contract Agreement for the one year term of July 1, 2016 to June 30th, 2017.

On September 16, 2014 the Board of Supervisors authorized the renewal of the Revolving Fund agreement from July 1st, 2014 through June 30th, 2017.

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

Both agreements provide programming to support victims of crime in an effort to help them find a way to be made whole again. The restitution specialist performs the essential function of assisting victims of property crime navigate the justice system and the Revolving Fund makes emergency funding immediately available for time sensitive victim expenses.

Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses		\$105,820	\$111,111
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF		30,234	35,525
State/Federal		75,586	75,586
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources		\$105,820	\$111,111
Narrative Explanation of Fiscal Impacts:			
<ul style="list-style-type: none"> State revenue of \$75,586 and the General Fund of \$30,234 for FY 2017-2018 and \$35,525 for FY 18-19 			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
No position changes			
Narrative Explanation of Staffing Impacts (If Required):			
N/A			
Attachments:			
<ul style="list-style-type: none"> Attachment A - Resolution for CRC Restitution Grant Agreement Attachment B - California Victim Compensation Board Restitution Standard Agreement Attachment C - Resolution Document for Revolving Fund Agreement Attachment D - California Victim Compensation Board Revolving Fund Agreement 			

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



County of Sonoma
State of California

Date: June 20, 2017

Item Number: _____
Resolution Number: _____

4/5 Vote Required

**Resolution of the Board of Supervisors of the County of Sonoma, State Of California,
Authorizing the District Attorney to Sign an Agreement between the California Victim
Compensation Board and the County of Sonoma, For the Revolving Fund Agreement for the
three year term July 1st, 2017 through June 30th, 2020.**

Whereas, the Sonoma County Victim Services Division, which is administered by the Sonoma County District Attorney's Office, is the designated regional provider of major and comprehensive victim and witness services in Sonoma County; and

Whereas, the State Board of Control established a program which allows victims expedited reimbursement of funeral/burial costs, and for the relocations costs for victims of domestic violence; and

Whereas, the California Victim Compensation Board has selected the Sonoma County Victim Services Division to receive monies for the purpose of processing victims' claims for funeral/burial and domestic violence relocation expenses pursuant to Government Code Sections 13961.1, 13961.2, and 13962(d); and

Whereas, County of Sonoma has established a unique Revolving Fund account for the express purpose of administering emergency claims to victims of violent crime in accordance with California Victim Compensation Board policy.

Now, Therefore, Be It Resolved that the District Attorney of the County of Sonoma is authorized, on its behalf to execute an Agreement with the California Victim Compensation Board, and is further authorized to sign for the purpose of making any extensions or amendments thereof.

Be It Further Resolved that State funds received hereunder shall not be used to supplant local funds that would otherwise be available to support assistance to victims of crime.

Resolution #

Date:

Page 2

Supervisors:

Gorin:

Rabbitt:

Fore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma
State of California

Date: June 20, 2017

Item Number: _____
Resolution Number: _____

4/5 Vote Required

Resolution of the Board of Supervisors of the County of Sonoma authorizing the District Attorney to sign, on behalf of the Board of Supervisors, an agreement between the California Victim Compensation Board and the County of Sonoma for Restitution Services for the term July 1, 2017 through June 30, 2019 in the amount of \$151,172.

WHEREAS, the Sonoma County Board of Supervisors has previously entered into an agreement with the California Victim Compensation Board and desires to continue the program to ensure restitution fines and orders are properly administered in accordance with applicable statutes; and

Whereas, the California Victim Compensation Board has authorized and allocated, for the support of the California Victim Compensation Board Victim Restitution program, a grant award of \$151,172 for the period of July 1, 2017 through June 30, 2019 and may grant an additional grant award of \$75,586 for both the period of July 1, 2019 through June 30, 2020 and July 1, 2020 through June 30, 2021, subject to the execution of a Standard Agreement and acknowledgment of the terms and conditions contained therein,

Now, Therefore, Be It Resolved that the District Attorney of the County of Sonoma is authorized to submit the attached agreement to the California Victim Compensation Board and is authorized to execute on behalf of the Board of Supervisors the Standard Agreement including any extensions or amendments thereof.

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

AGREEMENT NUMBER VC-7086
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

CALIFORNIA VICTIM COMPENSATION BOARD

CONTRACTOR'S NAME

COUNTY OF SONOMA, DISTRICT ATTORNEY'S OFFICE

2 The term of this Agreement is: **JULY 1, 2017** through **JUNE 30, 2019**

3. The maximum amount of this Agreement is: **\$151,172.00**
 One Hundred Fifty One Thousand One Hundred Seventy Two Dollars

4. 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	3 Pages
Exhibit B – Budget Detail and Payment Provisions	3 Pages
Exhibit B-1 – Budget Page	1 Page
Exhibit C* – General Terms and Conditions (GTC 04/2017)	1 Page
Exhibit D – Special Terms and Conditions	9 Pages
Exhibit E – CalVCB CRC Specialist Monthly Activity Timesheet	1 Page
Attachment I – CalVCB Information Security Policy (Memo 17-008)	6 Pages
Attachment II – CalVCB Confidentiality Statement and Certification	3 Pages
Attachment III – CalVCB Fraud Policy (Memo 13-001)	2 Pages
Attachment IV – Investigation Referral Form	3 Pages
Attachment V – CalVCB Acknowledgement of Policies	1 Page
Attachment VI – Instructions for Completing Monthly Invoices	3 Pages
Attachment VII – County Purchase Request Form and Instructions	3 Pages
Attachment VIII – CalVCB County Inventory Form	1 Page
Attachment IX – CalVCB Asset Identification Form	2 Pages
Attachment X – Information Systems Security and Confidentiality Acknowledgement	1 Pages
Attachment XI – Acceptable Use of Technology Resources (Memo 17-005)	5 Pages
Attachment XII – Privacy Policy (Memo 17-010)	4 Pages
Attachment XIII – CalVCB Password Policy (Memo 17-012)	6 Pages

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		California Department of General Services Use Only <input type="checkbox"/> Exempt per:
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)		
COUNTY OF SONOMA, DISTRICT ATTORNEY'S OFFICE		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
600 Administration Dr, Room 212-J, Santa Rosa, CA 95403		
STATE OF CALIFORNIA		
AGENCY NAME		
CALIFORNIA VICTIM COMPENSATION BOARD		
BY (Authorized Signature)		
PRINTED NAME AND TITLE OF PERSON SIGNING		
VALINDA ROBERTS, DEPUTY EXECUTIVE OFFICER		
ADDRESS		
400 R STREET, SUITE 500, SACRAMENTO, CA 95811		

EXHIBIT A

SCOPE OF WORK

The California Victim Compensation Board (hereinafter, "the Board") and the District Attorney's Office agree that the intent of this contract is to establish a positive, collaborative relationship for effective operation of California's criminal restitution system.

1. SCOPE OF WORK

The Board and the District Attorney's Office agree that:

- a. The Criminal Restitution Compact (CRC) Restitution Specialist (hereinafter, "Specialist") shall assist the prosecuting attorney to ensure proper imposition of the following:
 - i. Restitution orders in all cases involving an applicant who has filed an application with the Board and where monies have been paid or are expected to be paid on behalf of the direct victim or any other applicant;
 - ii. Restitution fines on all convicted offenders;
 - iii. Parole revocation restitution fines in all cases in which the offender receives a sentence that includes a period of parole;
 - iv. Diversion restitution fees in all cases in which the offender is diverted;
 - v. Probation revocation restitution fines in all cases in which the offender receives a sentence that includes a period of probation;
 - vi. Post-release community supervision revocation restitution fines in all cases in which the offender receives a sentence that is subject to post-release community supervision; and
 - vii. Mandatory supervision restitution revocation fines in all cases in which the offender receives a sentence that is subject to mandatory supervision.
- b. The Specialist shall be an employee of the District Attorney's Office, preferably at a level equivalent to a paralegal or above.
- c. The Specialist shall report to a supervisor designated by the District Attorney's Office, preferably a Chief Assistant or Deputy District Attorney and agreed to by the Board.
- d. The District Attorney's Office (or his/her designee) and -the Board's Executive Officer (or his/her designee) shall meet as necessary to discuss the scope of work (SOW) or any other aspect of this contract.
- e. The Specialist shall have access to the necessary court records to monitor cases associated with any applications filed with the Board as they proceed through the adult and juvenile criminal justice systems. The Specialist must contact the Board's Restitution Analyst, immediately with specific information to prevent any potential overpayments on initial or subsequent applications, if it is discovered the victim or applicant is no longer eligible as defined under Government Code sections 13956 and/or 13954 as follows:
 - Involvement in the crime
 - Lack of cooperation with law enforcement or the Board
 - Felon

EXHIBIT A

SCOPE OF WORK

- f. When the Specialist receives notice an applicant filed for assistance from the Board prior to the associated offender being sentenced, the Specialist shall determine the amount of assistance granted by the Board, if any, and provide this information to the District Attorney's Office for the purpose of obtaining a restitution order. The Specialist shall not provide the benefit category/type when losses are being requested during the trial stage of a criminal proceeding. If additional information is necessary from the Board's application processing system during the trial stage, the Specialist must obtain approval from the Board.
- g. The District Attorney's Office shall submit the Board's payment information (initial and subsequent), as described under Exhibit A.1a, to the court and request the court impose one or more of the following, as appropriate: a restitution fine; a diversion restitution fee; a probation revocation restitution fine; a parole revocation restitution fine; a post release community supervision revocation restitution fine; a mandatory supervision revocation restitution fine; a restitution order for an amount equal to that amount which the Board has paid on the associated application(s); and/or a restitution order for an amount "to be determined" (if the Board has not made a payment on the associated application(s)).
- h. If a case is forwarded to the probation department for completion of a pre-sentence investigation (PSI) report, the Specialist shall provide the Board's payment information and request that the probation department include the information in the PSI.
- i. The Specialist shall enter into the Board's Compensation and Restitution Computer System, Cares2, the final disposition status of juvenile and adult criminal cases associated with applications filed with the Board within thirty (30) calendar days of the judge imposing the restitution order and fine.
- j. After sentencing has occurred, the Specialist is required to ensure that the court's final decision (via the CR-110s and/or Minute Orders) is forwarded to the Board's Victim Pass Thru Unit, as well as the California Department of Corrections and Rehabilitation, Office of Victim and Survivor Rights' and Services (CDCR-OVSRS), or the local collection entity.
- k. The Specialist shall monitor in Cares2 the Board's applications associated with restitution orders imposed for an amount "to be determined" (TBD). The Specialist shall monitor TBD restitution orders via the Criminal Disposition Tracking System in the Post-Disposition Follow-Up Queue. The Board's Custodian of Records (COR) shall assist the Specialist and other appropriate District Attorney's Office staff in preparing to have an offender returned to court for the imposition or modification of a restitution order by providing redacted bills, when necessary to substantiate any restitution orders requested. The Specialist shall notify the Board when it declines to seek a removal order to have an inmate transported to court for the imposition or modification of a restitution order when the amount of restitution sought is greater than \$1,500.
- l. The Specialist shall respond to the Board on probate-related matters within three (3) business days of a request for imposed and/or outstanding restitution fine information, order information, and offender information.
- m. The Specialist will cooperate with CDCR staff in the modification of restitution orders.
- n. The Specialist shall notify the Board's Restitution Analyst, upon discovery, that the applicant has filed a civil suit, vehicle insurance claim, Workers' Compensation claim, or any other type of

EXHIBIT A

SCOPE OF WORK

recovery that could be used to offset losses the applicant may have incurred as a direct result of the crime.

- o. The Specialist shall respond to the Board's COR on restitution-related matters and/or the Board's Hearing and Appeals staff within three (3) business days of a request.
- p. The Specialist shall facilitate contact, provide training, and attend meetings between the county collection entity(ies) to discuss ways of ensuring the collection of, as well as increasing the collections of, restitution orders and fines.
- q. The Specialist shall serve as a county resource on restitution issues, statutes, and case law.
- r. The Specialist and his/her supervisor shall review and acknowledge all Board's policies as referenced in Exhibit D and Attachments outlined on the front cover of this contract (Std. 213), in accordance with the duties being perform under this contract.
- s. The Specialist must perform the work described in the SOW, Exhibit A. The Specialist shall document his/her time and activities by using the CalVCB CRC Specialist Monthly Activity Timesheet, Exhibit E. The District Attorney's Office shall bill the Board only for the actual percentage of time the Specialist devotes to Board activities.

2. The project representatives during the term of this contract will be:

Requesting Agency: California Victim Compensation Board	County of Sonoma DA's Office
Name: Valinda Roberts, Deputy Executive Officer Administration and Finance Division	Name: Michelle Carstensen
Phone: (916) 491-3505	Phone: 707-565-2822
Fax: (916) 491- 6420	Fax:
Email: Restitution@victims.ca.gov	Email: michelle.carstensen@sonoma-county.org

For additional information, direct your inquiries to:

CalVCB CRC Liaison:	Name: Tammy Newton
	Email: Tammy.Newton@victims.ca.gov
	Phone: (916) 491-3678
CalVCB Contract Section:	Name: Ryan Metzger, Contract Analyst
	Email: Ryan.Metzger@victims.ca.gov
	Phone: (916) 491- 3877
CalVCB Accounting/Billing:	Name: Lynnette Freitag, Accounting Manager
	Email: Lynnette.Freitag@victims.ca.gov
	Phone: (916) 491-3709

EXHIBIT B

BUDGET DETAIL AND PROVISIONS

1. INVOICING AND PAYMENT

- a. For services satisfactorily rendered, and upon receipt and approval of the invoices, the Board agrees to compensate the District Attorney's Office for actual expenditures permitted by the terms of this contract, and as reflected in the attached budget.
- b. Invoices shall include the contract number, billing month and year, employee name, position/classification, time base, salary and/or hourly rate, benefits, and all other applicable line items as reflected in the budget (Exhibit B-1). The District Attorney's Office will not invoice for more than the actual time the staff person(s) has devoted to the Board in a specific month. The District Attorney's Office shall submit the following backup documentation with their invoices:
- CalVCB Monthly Activity Timesheet, Exhibit E, for each employee for the time period billed;
 - County timesheets for each employee for the time period billed;
 - Copy of the County's Accounting or Human Resources report displaying the salaries/wages and itemized benefits actually paid to each employee for the time period billed;
 - Itemize all operating and overhead expenses for the time period billed.
- c. Invoices and backup documentation shall be mailed no later than the 15th of the month to:
- California Victim Compensation Board
Attn: Accounting Section
P. O. Box 1348
Sacramento, CA 95812-1348
- d. Failure to provide the required documentation may result in the delay of processing the invoice and/or denial of payment.
- e. The District Attorney's Office shall submit an invoice for the month of June within thirty (30) calendar days after June 30th of each year during the term of this contract. The final reimbursement to the District Attorney's Office shall be contingent upon the receipt and approval of the final year-end invoice received by the Board.

2. 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 contract does not appropriate sufficient funds for the program, this contract shall be of no further force and effect. In this event, the Board shall have no liability to pay any funds to the District Attorney's Office or to furnish any other considerations under this contract and the District Attorney's Office shall not be obligated to perform any provisions of this contract.
- b. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the Board shall have the option to either cancel this contract with no liability occurring to the Board, or offer an amendment to the contract to the District Attorney's Office to reflect the reduced amount.

EXHIBIT B

BUDGET DETAIL AND PROVISIONS

- c. The District Attorney's Office shall be paid by the Board from the Restitution Fund. Any payments shall be contingent upon the availability of funds in the Restitution Fund. Any funds paid shall not be a charge upon any federal monies or state General Fund monies. Funds provided under this contract are not to be used for other activities and shall not be used to supplant those activities currently provided by county funds, or grants administered by the Public Safety and Victim Services Division, Office of Emergency Services.
- d. The Board reserves the right to disencumber contract monies at any time during the contractual relationship for reasons substantiated by the Board. Notification will be provided to the county before any action is taken.

3. PROMPT PAYMENT CLAUSE

The Board shall pay all properly submitted, undisputed invoices within thirty (45) days of receipt, in accordance with Chapter 4.5 of the Government Code Section 927.

4. PERIOD OF PERFORMANCE

The period of performance for this contract shall be two (2) years. Any and all amendments to this agreement shall be made in writing.

5. COST LIMITATION

The total amount of this agreement shall not exceed \$75,586.00 for fiscal year 2017/2018 and \$75,586.00 for fiscal year 2018/2019. Funding shall be contingent upon availability of funds and shall be at the sole discretion of the Board. The funding of this contract may be changed by written amendment to the contract, upon approval of the Board.

The District Attorney's Office shall submit a budget for Fiscal Year 2017/2018 by September 1, 2017 with this contract. The District Attorney's Office shall submit a proposed budget for Fiscal Year 2018/2019 no later than September 1, 2018. The CRC manager or designee shall provide written approval of the proposed budget(s) and any subsequent modification(s).

6. REDUCTION OF CONTRACT AMOUNT

The Board reserves the right to reduce the amount of the contract if the Board's fiscal monitoring indicates that the District Attorney's Office rate of expenditure will result in unspent funds at the end of the fiscal year or when deemed necessary. If a reduction does occur, the Board will provide a written explanation to the District Attorney's Office within thirty (30) days of said decision.

7. OPERATING EXPENSES

- a. The District Attorney's Office may charge expenses to various line-item as part of their operating expenses, such as supplies, rent, utilities, postage, telephone, travel, etc. Such expenses are generally identified as "direct costs." The District Attorney's Office shall ensure that expenses classified as "direct cost" are not included in the "indirect cost" or "overhead" category. Indirect costs are those costs that are incurred for a common or joint purpose or a cost that is not directly

EXHIBIT B

BUDGET DETAIL AND PROVISIONS

identifiable to the District Attorney's Office. The Board reserves the right to deny any expenses that are deemed ineligible by the state.

- b. The District Attorney's Office shall submit a copy of the indirect cost allocation plan with their budget demonstrating how and which operating expense line items are included in the calculate of the indirect cost rate. All costs included in the plan must be supported by formal accounting records which substantiate the propriety of such charges. Indirect costs will be reimbursed at a maximum rate of ten (10) percent of the total salary and fringe benefits.
- c. The Board reserves the right to deny any monetary adjustments to the contract due to Cost of Living Adjustments (COLAs) issued by the county.

EXHIBIT B-1
BUDGET PAGE

Place Holder

EXHIBIT C

GENERAL TERMS AND CONDITIONS

PLEASE NOTE: The General Terms and Conditions will be included in the contract by reference to Internet site <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. PERSONNEL SERVICES

- a. The District Attorney's Office shall ensure that there is sufficient staff to perform the services required under this contract. The District Attorney's Office shall notify the Board of the resignation or termination of any staff person assigned to perform the functions of this contract within five (5) business days of being notified of the resignation of that person or of issuing the notice of termination.
- b. The District Attorney's Office shall obtain written authorization prior to filling vacant or new positions, prior to upgrading the classification of a position, prior to changing the time base of existing positions even though funding was previously requested and made part of the budget, and prior to making any staffing change that may affect the provision of services under this contract. Approval for filling the vacant or new positions, upgrading the classification, and/or changing the timebase will be based upon the Board's review of the District Attorney's Office's workload and upon funding availability within the contract amount.
- c. The District Attorney's Office shall obtain the Board's prior written permission if staff persons assigned to functions under this contract will perform any other county function that will change the percentage of time devoted to the Board as reflected in the budget (Exhibit B-1). Should the District Attorney's Office assign a staff person to perform functions other than those described in Exhibit A (SOW), the District Attorney's Office shall request written authorization ten (10) days prior to the staff person(s) beginning other county functions. The Board shall not reimburse the District Attorney's Office for other duties performed outside the scope of the contract, or the percentage of time devoted to Board activities. The District Attorney's Office shall submit a revised budget to the Board, for approval, reflecting the actual percentage of time the staff person(s) will devote to Board activities.
- d. The District Attorney's Office shall notify the Board when a staff person assigned to perform the functions of this contract has been absent, or is expected to be absent, for any reason, longer than two (2) weeks. When the staff person retires or is on leave, including vacation, sick, and annual leave, the Board shall compensate the District Attorney's Office for that period of time only if the staff person accrued the leave during the time the staff person was assigned to perform the functions described in this contract. Further, the District Attorney's Office agrees to provide, at the Board's request, documentation verifying leave accrued under the contract.
- e. The District Attorney's Office shall ensure the staff persons assigned to the functions under this contract does not participate in criminal investigations or prosecution.
- f. For each staff person(s) performing services under this contract, the District Attorney's Office shall provide the name, business address, telephone number, e-mail address, job title and description of duties, the name of his/her supervisor, the names of staff supervised, and any other information required by the Board.
- g. The Specialist may work overtime but it must be noted on the CalVCB Monthly Activity Timesheet with an explanation as to why the overtime was necessary. The Board reserves the option of not reimbursing overtime that exceeds the approved budget for the fiscal year.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

2. PERFORMANCE ASSESSMENT

- a. The Board may assess and evaluate the Specialists performance based on data from Cares2.
- b. The Board reserves the right to revoke the logon of any District Attorney's Office staff whose performance is consistently poor or below average based on the performance criteria used by the Board or who does not comply with the contract provisions. The Board may subsequently agree to allow any such employee to work under this agreement. The Board may monitor performance under the contract and report performance to the Specialist and their supervisor/manager.
- c. The Board may set performance and production expectations or goals for the Specialist related to the fulfillment of the services in this contract. Those expectations may include, but are not limited to: specific time frames for completion of work, specific amounts of work to be completed within given time frames, and specific standards for the quality of work to be performed. The Board will provide written notice of the performance and production expectations to the Specialist and their supervisor/manager. If the Specialist fails to achieve the performance and production expectations set by the Board within ninety (90) days of receipt of written notice, the Board may reduce the amount of the contract or terminate the contract upon an additional thirty (30) days' notice.

3. PROGRAM EVALUATION AND MONITORING

The Specialist shall make available to the Board, and its representatives, for purposes of inspection, audit and review, any and all of its books, papers, documents, financial records and other records pertaining to the operation of this contract. The records shall be available for inspection and review during regular business hours throughout the term of this contract, and for a period of three (3) years after the expiration of the term of this contract.

4. JOB-RELATED TRAVEL

- a. Where the Board anticipates meetings or training classes in Sacramento, only the primary Specialist(s) (no supervisors) may be approved for reimbursement of travel expenses. All expenses shall be reimbursed in accordance with the allocation reflected in the travel line-item of the contract budget so long as the reimbursement is consistent with the Instructions for Completing Monthly Invoices (Attachment VI).
- b. Prior written authorization must be obtained from the Board to attend restitution and/or collection related training, conferences, or to travel for other purposes not directly related to the performance of this contract. Absent such prior approval, the Board reserves the option of not reimbursing the expenses.

5. MOVING

- a. The Board shall not reimburse any costs associated with the relocation of the District Attorney's Office staff performing under this contract.
- b. The District Attorney's Office shall obtain written authorization from the Board to relocate computer terminals sixty (60) calendar days before any planned relocation. Written notification should be

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

addressed to the attention of the Revenue Recovery Manager, Administration and Finance Division, California Victim Compensation Board, P. O. Box 1348, Sacramento, CA 95812-1348; or emailed to: BSSSupport@victims.ca.gov.

- c. Notification of relocation shall include the new address, including room number and the name, title, address, and phone number of a contact person who is responsible for telephone line and computer/electrical cable installation.
- d. Failure of the District Attorney's Office to obtain prior authorization may result in the District Attorney's Office's inability to perform functions of the contract for a period of time. The Board will not reimburse the District Attorney's Office for lost production time.

6. REGULATIONS AND GUIDELINES

All parties agree to abide by all applicable federal and state laws and regulations and Board guidelines, directives and memos as they pertain to the performance of this contract.

7. UTILIZATION OF COMPUTER SYSTEM

The District Attorney's Office shall ensure that all District Attorney's Office staff performing duties described in this contract comply with Board policies, guidelines, procedures, directives, and memos pertaining to the use of Cares2, regardless of whether or not the services of such staff persons are paid for by the Board. The Board reserves the right to revoke access to Cares2 at any time and to amend this agreement to align with changing or updated requirements around the procurement, usage, disposition, and security of State IT assets, which may include, but not be limited to, computers systems, software, and equipment.

8. EQUIPMENT

- a. Written Request and Approval Prior to Purchase

The District Attorney's Office shall obtain prior written authorization from the Board in the acquisition of equipment (capitalized assets), including "modular furniture," even though funding may have been previously requested and made part of the budget for this contract. The Board reserves the option of not reimbursing the District Attorney's Office for equipment purchases that are not requested or approved in writing prior to purchase.

The District Attorney's Office shall submit the request for equipment purchases on the County Purchase Request Form (Attachment VII) to the attention of the Board's Restitution Analyst, Administration and Finance Division, California Victim Compensation Board, P. O. Box 1348, Sacramento, CA 95812-1348.

- b. Purchase of Information Technology Equipment

Costs for providing information technology equipment (as defined in State Administrative Manual Section 4819.2) including computer systems, software, printers, copiers, fax machines, and any associated maintenance contracts as well as monthly maintenance fees, as deemed necessary and

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

upon preapproval by the Board, shall be provided and/or reimbursed by the Board. Specifically, if the Board purchases equipment, then the Board will configure, and provide support for equipment and pre-installed software. If the District Attorney's Office purchases equipment, then the District Attorney's Office is responsible for its own configuration, installation, and support of those purchases, which may involve the purchase of a maintenance service contract with the vendor. The Board strongly recommends purchasing a maintenance agreement that provides on-site support within 24 hours. The District Attorney's Office is responsible for budgeting dollars through this contract to cover those support and/or maintenance service contract costs. The Board is not a party to such contract.

All equipment reimbursed under this contract shall be the property of the Board and shall be identified with a state identification number. The District Attorney's Office shall ensure that no one other than a staff person who performs duties under this contract uses Board equipment.

The District Attorney's Office agrees to apply all security patches and upgrades, and keep anti-virus software executing and up-to-date on any machine on which Board data may be used. All machines must be configured to accept and apply software and security updates for all software installed on the computer. This includes the operating system, applications, programs, utilities, and anti-virus software.

If computer software is purchased under this contract, vendors shall certify that it has appropriate systems and controls in place to ensure that state funds are not used to acquire, operate, or maintain computer software in a manner that does not comply with applicable copyrights. If applicable, the Board reserves the right to access and audit all IT assets purchased or reimbursed under this agreement, including software equipment and computers, to ensure they are patched, used, and operating in a manner consistent with State policy and the terms of this contract.

All personal computers should use the following hardware, or an approved equivalent, which is the current standard for the Board:

- Intel 4th Generation Multi-Core i7 Processor
- 8 GB RAM
- 500 GB Hard Drive
- Network Port
- USB Port(s)
- 24" Flat Panel monitor
- USB Keyboard
- USB Mouse or Trackball

All personal computers should use the following software, or an approved equivalent, which is the current standard for the Board:

- Microsoft Windows 7 Enterprise Operating System
- Internet Explorer 11 or Edge **
- Windows Media Player **
- Microsoft Office 2010
 - Word
 - Excel

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

- PowerPoint
- Outlook
- Adobe Reader
- Adobe Flash Player
- Java 8
- McAfee VirusScan Enterprise 8.8
- Verdiem Surveyor Client (Energy Management Software)

** Installed with the Operating System

The District Attorney's Office shall obtain prior written authorization from the Board prior to installing any equivalent or additional software on purchased or reimbursed equipment. Requests should be sent to: helpdesk@victims.ca.gov.

9. TERM OF CONTRACT

The period of performance for the contract will be July 1, 2017 through June 30, 2019.

10. INVENTORY

Capitalized assets and non-capitalized assets shall remain the property of the Board and shall bear identification tags supplied by the Board. The District Attorney's Office shall prepare an inventory listing as of June 30th of each year for the term of this contract, using the County Inventory Form (Attachment VIII). The completed form shall be submitted to the Board's Restitution Analyst in an electronic format by July 15th of each fiscal year.

The Board reserves the right to request current and complete inventory listings, and to remotely access (if applicable), for audit purposes, all IT equipment provided or procured through this contract.

In the event of termination of this contract, the Board shall take possession of its property. The District Attorney's Office shall hold those items (identified on the County Inventory Form) in storage until the Board retrieves its property. Payment of storage and retrieval shall be the responsibility of the Board.

All equipment procured or supplied under this contract will be the property of the Board and will be administered according to State policy for the duration of its lifecycle, from procurement through disposal. Equipment that has reached its functional end of life must be returned to the Board for disposal, unless preapproval is obtained from the Board for using an alternate method of disposal. All hard drives must be encrypted or cleansed prior to shipment. Contact the Board for instructions on handling, shipping, and disposal by sending an email to: helpdesk@victims.ca.gov.

11. CONFIDENTIALITY OF RECORDS

All financial, statistical, personal, technical and other data and information relating to the state's operations, which are designated confidential by the state and made available to the District Attorney's Office in order to carry out this contract, or which become available to the District Attorney's Office in carrying out this contract, shall be protected by the District Attorney's Office from unauthorized use and disclosure through observance of the same or more effective procedural requirements as applicable to the state. This includes the protection of any extractions of the Board's confidential data for another

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

purpose. Personally identifiable information shall be held in the strictest confidence, and shall not be disclosed except as required by law or specifically authorized by the Board (refer to the Board Information Security Policy, 17-008, Attachment I).

The Board's COR in Sacramento shall be notified when an applicant or an applicant's representative requests a copy of any document in or pertaining to the claimant's file. The District Attorney's Office shall not disclose any document pursuant to any such request unless authorized to do so by the Board's Executive Officer, Chief Deputy Executive Officer, or Chief Counsel.

The Board's Legal Office in Sacramento is to be immediately notified of any request made under the Public Records Act (Gov. Code, § 6250, et. seq.) for information received or generated in the performance of this contract. No record shall be disclosed pursuant to any such request unless authorized by the Board's Legal Division at (916) 491-3605.

The District Attorney's Office shall ensure that all staff is informed of and complies with the requirements of this provision and any direction given by the Board. The Specialist, their supervisor/manager, staff whose salary or a portion thereof is paid through this contract or who supervises staff members performing services under this contract shall be provided a copy of and shall be compliant with the Board's Confidentiality Statement (Attachment II).

The District Attorney's Office shall be responsible for any unauthorized disclosure by District Attorney's Office staff persons performing duties described in this contract, regardless of whether or not the services of such staff persons are paid for by the Board, and shall indemnify, defend and save harmless the state, its officers, agents and employees from any and all applications, losses, damages, penalties, fines, and attorney fees resulting from the unauthorized disclosure of the Board's records by such staff persons.

12. COMPLIANCE WITH BOARD POLICIES

The District Attorney's Office shall ensure that all staff reviews and complies with the requirements of the Board's Fraud Policy (Attachment III), Acceptable Use of Technology Resources Memo (Attachment XI), the CalVCB Privacy Policy (Attachment XII) and the CalVCB Password Policy (Attachment XIII). Staff is required to fill out and submit signed copies of the CalVCB Confidentiality Statement (Attachment II), the Board's Acknowledgement of Policies (Attachment V), and the Board Information Systems Security and Confidentiality Acknowledgement (Attachment X), to:

California Victim Compensation Board
Business Services Section
400 R Street Suite 400
Sacramento, CA 95811
Attn: Contracts

In the event that fraud is suspected, the Investigation Referral Form (Attachment IV) shall be completed and immediately submitted to:

California Victim Compensation Board
Legal Division
P.O. Box 350
Sacramento, CA 95812-0350

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

Additionally, the District Attorney's Office staff assigned to perform services for the Board must adhere to the following provisions in addition to all other policies and procedures set forth by the Board.

Staff should not:

- a. Attempt to access the Cares2 application from any location other than your assigned work location; this includes restrictions on working remotely.
- b. Share individual login ID and password with anyone else.
- c. Allow their computer to remember a password to the Cares2 application.
- d. Walk away from their computer without locking the screen (Ctrl-Alt-Delete).
- e. Send any Personally Identifiable Information (PII) via email. Staff should use application numbers, bill numbers and initials only (if necessary). Staff should use encrypted email if they must send email containing PII information.
- f. Leave documents with PII unattended on printers or fax machines, or in cubicles, offices or conference rooms.
- g. Visit untrusted websites or open any attachments or links from untrusted email.
- h. Uninstall or disable anti-virus software and automatic updates.
- i. Install any unauthorized or unlicensed software.
- j. Plug a mobile phone, personal USB drive or other peripheral device into the network system or desktop computer.
- k. Disclose any PII information to unauthorized users.
- l. Any virus attacks, security violations, and privacy breach, should be immediately reported to your county Information Security Officer, your supervisor, your Restitution Analyst, and the Restitution Recovery Manager. You must also notify the Board's Information Technology Division (ITD) by sending an email to: helpdesk@victims.ca.gov.

The District Attorney's Office staff may be required to complete the Information Technology Security Awareness and/or Privacy training. If these sessions are deemed necessary the Board will provide advance notice and coordinate the sessions with the District Attorney's Office. The users shall read and adhere to Board policies and procedures and are required to sign the applicable acknowledgment forms during hire and annually thereafter.

The District Attorney's Office shall be responsible for any unauthorized access or disclosure by District Attorney's Office staff persons performing duties described in this contract, regardless of whether or not the services of such staff persons are paid for by the Board, and shall indemnify, defend and save harmless the state, its officers, agents and employees from any and all applications, losses, damages, penalties, fines, and attorney fees resulting from the unauthorized disclosure of the Board records by such staff persons.

All other terms and conditions under this contract shall remain the same and in full force and effect.

13. SUBPOENAS

The District Attorney's Office is not the Custodian of Records for any of the materials it creates or receives pursuant to this contract. The District Attorney's Office shall post a notice in its receiving department or other appropriate place stating that subpoenas for all records from the Board must be personally served on the Board, Attn: Legal Division at P.O. Box 350 Sacramento, CA 95812-0350. The District Attorney's Office may also contact the Legal Division at (916) 491-3605 for further assistance.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

In cases where documents are being subpoenaed, the District Attorney's Office shall provide the Board with all responsive documents upon request in the most expedient manner to meet the time constraints of the subpoena, including the use of overnight express mail.

14. INCOMPATIBLE WORK ACTIVITIES

The District Attorney's Office staff assigned to perform services for the Board must not:

- a. Engage in any conduct that is clearly inconsistent, incompatible, or in conflict with, his or her assigned duties under the contract.
- b. Use information obtained while doing work under the contract for personal gain or the advantage of another person.
- c. Provide confidential information to anyone not authorized to receive the information. Confidential information obtained during the performance of contract duties must be held in strict confidence.
- d. Provide or use the names of persons or records of the Board for a mailing list which has not been authorized by the Board.
- e. Represent him or herself as a Board employee.
- f. Take any action with regard to a Board applicant, or restitution matter with the intent to obtain private gain or advantage.
- g. Involve him or herself in the handling of any application or restitution matter when he or she has a relationship (business or personal) with an applicant or other interested party.
- h. Knowingly initiate any contact with an applicant, person for whom restitution may be sought, or person against whom restitution may be collected, unless the contact is for the purposes of carrying out the services under this contract and is done in an appropriate manner.

It shall be the District Attorney's Office's responsibility to ensure that every staff person assigned to provide contracted services to the Board is made aware of and abides by this provision. If an assigned staff person is unwilling or unable to abide by this provision, the staff person shall no longer be assigned to perform the services required by the contract. Any questions should be directed to the Board's Legal Division at (916) 491-3605.

15. RETENTION OF RECORDS

The District Attorney's Office will scan all case documents and retain the documents for 365 days from the scan date. The documents will be destroyed after the 365 days has past via confidential destruct. The electronic records will be retained for 25 years thereafter.

16. SUBCONTRACTING

All subcontracting must comply with the requirements of the State Contracting Manual, Section 3.06. Nothing contained in this agreement or otherwise, shall create any contractual relation between the state and any subcontractors, and no subcontract shall relieve the District Attorney's Office of his responsibilities and obligations hereunder. The District Attorney's Office agrees to be as fully responsible to the state for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the District Attorney's Office. The District Attorney's Office's obligation to pay its sub-contractors is an independent obligation from the state's obligation to make payments to the District Attorney's Office. As a result, the state shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

17. TERMINATION FOR CONVENIENCE

The Board or the District Attorney reserves the right to terminate this contract upon thirty (30) days written notice to the other party. In such an event, the District Attorney's Office shall be compensated for actual costs incurred in accordance with the terms of this contract up to the date of termination. Invoicing of the above mentioned costs must be submitted to the Board within thirty (30) calendar days of the date of termination.

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

AGREEMENT NUMBER VC-7086
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME CALIFORNIA VICTIM COMPENSATION BOARD
CONTRACTOR'S NAME COUNTY OF SONOMA, DISTRICT ATTORNEY'S OFFICE

2 The term of this Agreement is: **JULY 1, 2017** through **JUNE 30, 2019**

3. The maximum amount of this Agreement is: **\$151,172.00**
 One Hundred Fifty One Thousand One Hundred Seventy Two Dollars

4. 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	3 Pages
Exhibit B – Budget Detail and Payment Provisions	3 Pages
Exhibit B-1 – Budget Page	1 Page
Exhibit C* – General Terms and Conditions (GTC 04/2017)	1 Page
Exhibit D – Special Terms and Conditions	9 Pages
Exhibit E – CalVCB CRC Specialist Monthly Activity Timesheet	1 Page
Attachment I – CalVCB Information Security Policy (Memo 17-008)	6 Pages
Attachment II – CalVCB Confidentiality Statement and Certification	3 Pages
Attachment III – CalVCB Fraud Policy (Memo 13-001)	2 Pages
Attachment IV – Investigation Referral Form	3 Pages
Attachment V – CalVCB Acknowledgement of Policies	1 Page
Attachment VI – Instructions for Completing Monthly Invoices	3 Pages
Attachment VII – County Purchase Request Form and Instructions	3 Pages
Attachment VIII – CalVCB County Inventory Form	1 Page
Attachment IX – CalVCB Asset Identification Form	2 Pages
Attachment X – Information Systems Security and Confidentiality Acknowledgement	1 Pages
Attachment XI – Acceptable Use of Technology Resources (Memo 17-005)	5 Pages
Attachment XII – Privacy Policy (Memo 17-010)	4 Pages
Attachment XIII – CalVCB Password Policy (Memo 17-012)	6 Pages

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		California Department of General Services Use Only <input type="checkbox"/> Exempt per:
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) COUNTY OF SONOMA, DISTRICT ATTORNEY'S OFFICE		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS 600 Administration Dr, Room 212-J, Santa Rosa, CA 95403		
STATE OF CALIFORNIA		
AGENCY NAME CALIFORNIA VICTIM COMPENSATION BOARD		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING VALINDA ROBERTS, DEPUTY EXECUTIVE OFFICER		
ADDRESS 400 R STREET, SUITE 500, SACRAMENTO, CA 95811		

EXHIBIT A

SCOPE OF WORK

The California Victim Compensation Board (hereinafter, "the Board") and the District Attorney's Office agree that the intent of this contract is to establish a positive, collaborative relationship for effective operation of California's criminal restitution system.

1. SCOPE OF WORK

The Board and the District Attorney's Office agree that:

- a. The Criminal Restitution Compact (CRC) Restitution Specialist (hereinafter, "Specialist") shall assist the prosecuting attorney to ensure proper imposition of the following:
 - i. Restitution orders in all cases involving an applicant who has filed an application with the Board and where monies have been paid or are expected to be paid on behalf of the direct victim or any other applicant;
 - ii. Restitution fines on all convicted offenders;
 - iii. Parole revocation restitution fines in all cases in which the offender receives a sentence that includes a period of parole;
 - iv. Diversion restitution fees in all cases in which the offender is diverted;
 - v. Probation revocation restitution fines in all cases in which the offender receives a sentence that includes a period of probation;
 - vi. Post-release community supervision revocation restitution fines in all cases in which the offender receives a sentence that is subject to post-release community supervision; and
 - vii. Mandatory supervision restitution revocation fines in all cases in which the offender receives a sentence that is subject to mandatory supervision.
- b. The Specialist shall be an employee of the District Attorney's Office, preferably at a level equivalent to a paralegal or above.
- c. The Specialist shall report to a supervisor designated by the District Attorney's Office, preferably a Chief Assistant or Deputy District Attorney and agreed to by the Board.
- d. The District Attorney's Office (or his/her designee) and -the Board's Executive Officer (or his/her designee) shall meet as necessary to discuss the scope of work (SOW) or any other aspect of this contract.
- e. The Specialist shall have access to the necessary court records to monitor cases associated with any applications filed with the Board as they proceed through the adult and juvenile criminal justice systems. The Specialist must contact the Board's Restitution Analyst, immediately with specific information to prevent any potential overpayments on initial or subsequent applications, if it is discovered the victim or applicant is no longer eligible as defined under Government Code sections 13956 and/or 13954 as follows:
 - Involvement in the crime
 - Lack of cooperation with law enforcement or the Board
 - Felon

EXHIBIT A

SCOPE OF WORK

- f. When the Specialist receives notice an applicant filed for assistance from the Board prior to the associated offender being sentenced, the Specialist shall determine the amount of assistance granted by the Board, if any, and provide this information to the District Attorney's Office for the purpose of obtaining a restitution order. The Specialist shall not provide the benefit category/type when losses are being requested during the trial stage of a criminal proceeding. If additional information is necessary from the Board's application processing system during the trial stage, the Specialist must obtain approval from the Board.
- g. The District Attorney's Office shall submit the Board's payment information (initial and subsequent), as described under Exhibit A.1a, to the court and request the court impose one or more of the following, as appropriate: a restitution fine; a diversion restitution fee; a probation revocation restitution fine; a parole revocation restitution fine; a post release community supervision revocation restitution fine; a mandatory supervision revocation restitution fine; a restitution order for an amount equal to that amount which the Board has paid on the associated application(s); and/or a restitution order for an amount "to be determined" (if the Board has not made a payment on the associated application(s)).
- h. If a case is forwarded to the probation department for completion of a pre-sentence investigation (PSI) report, the Specialist shall provide the Board's payment information and request that the probation department include the information in the PSI.
- i. The Specialist shall enter into the Board's Compensation and Restitution Computer System, Cares2, the final disposition status of juvenile and adult criminal cases associated with applications filed with the Board within thirty (30) calendar days of the judge imposing the restitution order and fine.
- j. After sentencing has occurred, the Specialist is required to ensure that the court's final decision (via the CR-110s and/or Minute Orders) is forwarded to the Board's Victim Pass Thru Unit, as well as the California Department of Corrections and Rehabilitation, Office of Victim and Survivor Rights' and Services (CDCR-OVSRS), or the local collection entity.
- k. The Specialist shall monitor in Cares2 the Board's applications associated with restitution orders imposed for an amount "to be determined" (TBD). The Specialist shall monitor TBD restitution orders via the Criminal Disposition Tracking System in the Post-Disposition Follow-Up Queue. The Board's Custodian of Records (COR) shall assist the Specialist and other appropriate District Attorney's Office staff in preparing to have an offender returned to court for the imposition or modification of a restitution order by providing redacted bills, when necessary to substantiate any restitution orders requested. The Specialist shall notify the Board when it declines to seek a removal order to have an inmate transported to court for the imposition or modification of a restitution order when the amount of restitution sought is greater than \$1,500.
- l. The Specialist shall respond to the Board on probate-related matters within three (3) business days of a request for imposed and/or outstanding restitution fine information, order information, and offender information.
- m. The Specialist will cooperate with CDCR staff in the modification of restitution orders.
- n. The Specialist shall notify the Board's Restitution Analyst, upon discovery, that the applicant has filed a civil suit, vehicle insurance claim, Workers' Compensation claim, or any other type of

EXHIBIT A

SCOPE OF WORK

recovery that could be used to offset losses the applicant may have incurred as a direct result of the crime.

- o. The Specialist shall respond to the Board's COR on restitution-related matters and/or the Board's Hearing and Appeals staff within three (3) business days of a request.
- p. The Specialist shall facilitate contact, provide training, and attend meetings between the county collection entity(ies) to discuss ways of ensuring the collection of, as well as increasing the collections of, restitution orders and fines.
- q. The Specialist shall serve as a county resource on restitution issues, statutes, and case law.
- r. The Specialist and his/her supervisor shall review and acknowledge all Board's policies as referenced in Exhibit D and Attachments outlined on the front cover of this contract (Std. 213), in accordance with the duties being perform under this contract.
- s. The Specialist must perform the work described in the SOW, Exhibit A. The Specialist shall document his/her time and activities by using the CalVCB CRC Specialist Monthly Activity Timesheet, Exhibit E. The District Attorney's Office shall bill the Board only for the actual percentage of time the Specialist devotes to Board activities.

2. The project representatives during the term of this contract will be:

Requesting Agency: California Victim Compensation Board	County of Sonoma DA's Office
Name: Valinda Roberts, Deputy Executive Officer Administration and Finance Division	Name: Michelle Carstensen
Phone: (916) 491-3505	Phone: 707-565-2822
Fax: (916) 491- 6420	Fax:
Email: Restitution@victims.ca.gov	Email: michelle.carstensen@sonoma-county.org

For additional information, direct your inquiries to:

CalVCB CRC Liaison:	Name: Tammy Newton
	Email: Tammy.Newton@victims.ca.gov
	Phone: (916) 491-3678
CalVCB Contract Section:	Name: Ryan Metzger, Contract Analyst
	Email: Ryan.Metzger@victims.ca.gov
	Phone: (916) 491- 3877
CalVCB Accounting/Billing:	Name: Lynnette Freitag, Accounting Manager
	Email: Lynnette.Freitag@victims.ca.gov
	Phone: (916) 491-3709

EXHIBIT B

BUDGET DETAIL AND PROVISIONS

1. INVOICING AND PAYMENT

- a. For services satisfactorily rendered, and upon receipt and approval of the invoices, the Board agrees to compensate the District Attorney's Office for actual expenditures permitted by the terms of this contract, and as reflected in the attached budget.
- b. Invoices shall include the contract number, billing month and year, employee name, position/classification, time base, salary and/or hourly rate, benefits, and all other applicable line items as reflected in the budget (Exhibit B-1). The District Attorney's Office will not invoice for more than the actual time the staff person(s) has devoted to the Board in a specific month. The District Attorney's Office shall submit the following backup documentation with their invoices:
 - CalVCB Monthly Activity Timesheet, Exhibit E, for each employee for the time period billed;
 - County timesheets for each employee for the time period billed;
 - Copy of the County's Accounting or Human Resources report displaying the salaries/wages and itemized benefits actually paid to each employee for the time period billed;
 - Itemize all operating and overhead expenses for the time period billed.
- c. Invoices and backup documentation shall be mailed no later than the 15th of the month to:

California Victim Compensation Board
Attn: Accounting Section
P. O. Box 1348
Sacramento, CA 95812-1348
- d. Failure to provide the required documentation may result in the delay of processing the invoice and/or denial of payment.
- e. The District Attorney's Office shall submit an invoice for the month of June within thirty (30) calendar days after June 30th of each year during the term of this contract. The final reimbursement to the District Attorney's Office shall be contingent upon the receipt and approval of the final year-end invoice received by the Board.

2. 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 contract does not appropriate sufficient funds for the program, this contract shall be of no further force and effect. In this event, the Board shall have no liability to pay any funds to the District Attorney's Office or to furnish any other considerations under this contract and the District Attorney's Office shall not be obligated to perform any provisions of this contract.
- b. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the Board shall have the option to either cancel this contract with no liability occurring to the Board, or offer an amendment to the contract to the District Attorney's Office to reflect the reduced amount.

EXHIBIT B

BUDGET DETAIL AND PROVISIONS

- c. The District Attorney's Office shall be paid by the Board from the Restitution Fund. Any payments shall be contingent upon the availability of funds in the Restitution Fund. Any funds paid shall not be a charge upon any federal monies or state General Fund monies. Funds provided under this contract are not to be used for other activities and shall not be used to supplant those activities currently provided by county funds, or grants administered by the Public Safety and Victim Services Division, Office of Emergency Services.
- d. The Board reserves the right to disencumber contract monies at any time during the contractual relationship for reasons substantiated by the Board. Notification will be provided to the county before any action is taken.

3. PROMPT PAYMENT CLAUSE

The Board shall pay all properly submitted, undisputed invoices within thirty (45) days of receipt, in accordance with Chapter 4.5 of the Government Code Section 927.

4. PERIOD OF PERFORMANCE

The period of performance for this contract shall be two (2) years. Any and all amendments to this agreement shall be made in writing.

5. COST LIMITATION

The total amount of this agreement shall not exceed \$75,586.00 for fiscal year 2017/2018 and \$75,586.00 for fiscal year 2018/2019. Funding shall be contingent upon availability of funds and shall be at the sole discretion of the Board. The funding of this contract may be changed by written amendment to the contract, upon approval of the Board.

The District Attorney's Office shall submit a budget for Fiscal Year 2017/2018 by September 1, 2017 with this contract. The District Attorney's Office shall submit a proposed budget for Fiscal Year 2018/2019 no later than September 1, 2018. The CRC manager or designee shall provide written approval of the proposed budget(s) and any subsequent modification(s).

6. REDUCTION OF CONTRACT AMOUNT

The Board reserves the right to reduce the amount of the contract if the Board's fiscal monitoring indicates that the District Attorney's Office rate of expenditure will result in unspent funds at the end of the fiscal year or when deemed necessary. If a reduction does occur, the Board will provide a written explanation to the District Attorney's Office within thirty (30) days of said decision.

7. OPERATING EXPENSES

- a. The District Attorney's Office may charge expenses to various line-item as part of their operating expenses, such as supplies, rent, utilities, postage, telephone, travel, etc. Such expenses are generally identified as "direct costs." The District Attorney's Office shall ensure that expenses classified as "direct cost" are not included in the "indirect cost" or "overhead" category. Indirect costs are those costs that are incurred for a common or joint purpose or a cost that is not directly

EXHIBIT B

BUDGET DETAIL AND PROVISIONS

identifiable to the District Attorney's Office. The Board reserves the right to deny any expenses that are deemed ineligible by the state.

- b. The District Attorney's Office shall submit a copy of the indirect cost allocation plan with their budget demonstrating how and which operating expense line items are included in the calculate of the indirect cost rate. All costs included in the plan must be supported by formal accounting records which substantiate the propriety of such charges. Indirect costs will be reimbursed at a maximum rate of ten (10) percent of the total salary and fringe benefits.
- c. The Board reserves the right to deny any monetary adjustments to the contract due to Cost of Living Adjustments (COLAs) issued by the county.

EXHIBIT B-1
BUDGET PAGE

Place Holder

EXHIBIT C

GENERAL TERMS AND CONDITIONS

PLEASE NOTE: The General Terms and Conditions will be included in the contract by reference to Internet site <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. PERSONNEL SERVICES

- a. The District Attorney's Office shall ensure that there is sufficient staff to perform the services required under this contract. The District Attorney's Office shall notify the Board of the resignation or termination of any staff person assigned to perform the functions of this contract within five (5) business days of being notified of the resignation of that person or of issuing the notice of termination.
- b. The District Attorney's Office shall obtain written authorization prior to filling vacant or new positions, prior to upgrading the classification of a position, prior to changing the time base of existing positions even though funding was previously requested and made part of the budget, and prior to making any staffing change that may affect the provision of services under this contract. Approval for filling the vacant or new positions, upgrading the classification, and/or changing the timebase will be based upon the Board's review of the District Attorney's Office's workload and upon funding availability within the contract amount.
- c. The District Attorney's Office shall obtain the Board's prior written permission if staff persons assigned to functions under this contract will perform any other county function that will change the percentage of time devoted to the Board as reflected in the budget (Exhibit B-1). Should the District Attorney's Office assign a staff person to perform functions other than those described in Exhibit A (SOW), the District Attorney's Office shall request written authorization ten (10) days prior to the staff person(s) beginning other county functions. The Board shall not reimburse the District Attorney's Office for other duties performed outside the scope of the contract, or the percentage of time devoted to Board activities. The District Attorney's Office shall submit a revised budget to the Board, for approval, reflecting the actual percentage of time the staff person(s) will devote to Board activities.
- d. The District Attorney's Office shall notify the Board when a staff person assigned to perform the functions of this contract has been absent, or is expected to be absent, for any reason, longer than two (2) weeks. When the staff person retires or is on leave, including vacation, sick, and annual leave, the Board shall compensate the District Attorney's Office for that period of time only if the staff person accrued the leave during the time the staff person was assigned to perform the functions described in this contract. Further, the District Attorney's Office agrees to provide, at the Board's request, documentation verifying leave accrued under the contract.
- e. The District Attorney's Office shall ensure the staff persons assigned to the functions under this contract does not participate in criminal investigations or prosecution.
- f. For each staff person(s) performing services under this contract, the District Attorney's Office shall provide the name, business address, telephone number, e-mail address, job title and description of duties, the name of his/her supervisor, the names of staff supervised, and any other information required by the Board.
- g. The Specialist may work overtime but it must be noted on the CalVCB Monthly Activity Timesheet with an explanation as to why the overtime was necessary. The Board reserves the option of not reimbursing overtime that exceeds the approved budget for the fiscal year.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

2. PERFORMANCE ASSESSMENT

- a. The Board may assess and evaluate the Specialists performance based on data from Cares2.
- b. The Board reserves the right to revoke the logon of any District Attorney's Office staff whose performance is consistently poor or below average based on the performance criteria used by the Board or who does not comply with the contract provisions. The Board may subsequently agree to allow any such employee to work under this agreement. The Board may monitor performance under the contract and report performance to the Specialist and their supervisor/manager.
- c. The Board may set performance and production expectations or goals for the Specialist related to the fulfillment of the services in this contract. Those expectations may include, but are not limited to: specific time frames for completion of work, specific amounts of work to be completed within given time frames, and specific standards for the quality of work to be performed. The Board will provide written notice of the performance and production expectations to the Specialist and their supervisor/manager. If the Specialist fails to achieve the performance and production expectations set by the Board within ninety (90) days of receipt of written notice, the Board may reduce the amount of the contract or terminate the contract upon an additional thirty (30) days' notice.

3. PROGRAM EVALUATION AND MONITORING

The Specialist shall make available to the Board, and its representatives, for purposes of inspection, audit and review, any and all of its books, papers, documents, financial records and other records pertaining to the operation of this contract. The records shall be available for inspection and review during regular business hours throughout the term of this contract, and for a period of three (3) years after the expiration of the term of this contract.

4. JOB-RELATED TRAVEL

- a. Where the Board anticipates meetings or training classes in Sacramento, only the primary Specialist(s) (no supervisors) may be approved for reimbursement of travel expenses. All expenses shall be reimbursed in accordance with the allocation reflected in the travel line-item of the contract budget so long as the reimbursement is consistent with the Instructions for Completing Monthly Invoices (Attachment VI).
- b. Prior written authorization must be obtained from the Board to attend restitution and/or collection related training, conferences, or to travel for other purposes not directly related to the performance of this contract. Absent such prior approval, the Board reserves the option of not reimbursing the expenses.

5. MOVING

- a. The Board shall not reimburse any costs associated with the relocation of the District Attorney's Office staff performing under this contract.
- b. The District Attorney's Office shall obtain written authorization from the Board to relocate computer terminals sixty (60) calendar days before any planned relocation. Written notification should be

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

addressed to the attention of the Revenue Recovery Manager, Administration and Finance Division, California Victim Compensation Board, P. O. Box 1348, Sacramento, CA 95812-1348; or emailed to: BSSSupport@victims.ca.gov.

- c. Notification of relocation shall include the new address, including room number and the name, title, address, and phone number of a contact person who is responsible for telephone line and computer/electrical cable installation.
- d. Failure of the District Attorney's Office to obtain prior authorization may result in the District Attorney's Office's inability to perform functions of the contract for a period of time. The Board will not reimburse the District Attorney's Office for lost production time.

6. REGULATIONS AND GUIDELINES

All parties agree to abide by all applicable federal and state laws and regulations and Board guidelines, directives and memos as they pertain to the performance of this contract.

7. UTILIZATION OF COMPUTER SYSTEM

The District Attorney's Office shall ensure that all District Attorney's Office staff performing duties described in this contract comply with Board policies, guidelines, procedures, directives, and memos pertaining to the use of Cares2, regardless of whether or not the services of such staff persons are paid for by the Board. The Board reserves the right to revoke access to Cares2 at any time and to amend this agreement to align with changing or updated requirements around the procurement, usage, disposition, and security of State IT assets, which may include, but not be limited to, computers systems, software, and equipment.

8. EQUIPMENT

a. Written Request and Approval Prior to Purchase

The District Attorney's Office shall obtain prior written authorization from the Board in the acquisition of equipment (capitalized assets), including "modular furniture," even though funding may have been previously requested and made part of the budget for this contract. The Board reserves the option of not reimbursing the District Attorney's Office for equipment purchases that are not requested or approved in writing prior to purchase.

The District Attorney's Office shall submit the request for equipment purchases on the County Purchase Request Form (Attachment VII) to the attention of the Board's Restitution Analyst, Administration and Finance Division, California Victim Compensation Board, P. O. Box 1348, Sacramento, CA 95812-1348.

b. Purchase of Information Technology Equipment

Costs for providing information technology equipment (as defined in State Administrative Manual Section 4819.2) including computer systems, software, printers, copiers, fax machines, and any associated maintenance contracts as well as monthly maintenance fees, as deemed necessary and

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

upon preapproval by the Board, shall be provided and/or reimbursed by the Board. Specifically, if the Board purchases equipment, then the Board will configure, and provide support for equipment and pre-installed software. If the District Attorney's Office purchases equipment, then the District Attorney's Office is responsible for its own configuration, installation, and support of those purchases, which may involve the purchase of a maintenance service contract with the vendor. The Board strongly recommends purchasing a maintenance agreement that provides on-site support within 24 hours. The District Attorney's Office is responsible for budgeting dollars through this contract to cover those support and/or maintenance service contract costs. The Board is not a party to such contract.

All equipment reimbursed under this contract shall be the property of the Board and shall be identified with a state identification number. The District Attorney's Office shall ensure that no one other than a staff person who performs duties under this contract uses Board equipment.

The District Attorney's Office agrees to apply all security patches and upgrades, and keep anti-virus software executing and up-to-date on any machine on which Board data may be used. All machines must be configured to accept and apply software and security updates for all software installed on the computer. This includes the operating system, applications, programs, utilities, and anti-virus software.

If computer software is purchased under this contract, vendors shall certify that it has appropriate systems and controls in place to ensure that state funds are not used to acquire, operate, or maintain computer software in a manner that does not comply with applicable copyrights. If applicable, the Board reserves the right to access and audit all IT assets purchased or reimbursed under this agreement, including software equipment and computers, to ensure they are patched, used, and operating in a manner consistent with State policy and the terms of this contract.

All personal computers should use the following hardware, or an approved equivalent, which is the current standard for the Board:

- Intel 4th Generation Multi-Core i7 Processor
- 8 GB RAM
- 500 GB Hard Drive
- Network Port
- USB Port(s)
- 24" Flat Panel monitor
- USB Keyboard
- USB Mouse or Trackball

All personal computers should use the following software, or an approved equivalent, which is the current standard for the Board:

- Microsoft Windows 7 Enterprise Operating System
- Internet Explorer 11 or Edge **
- Windows Media Player **
- Microsoft Office 2010
 - Word
 - Excel

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

- PowerPoint
- Outlook
- Adobe Reader
- Adobe Flash Player
- Java 8
- McAfee VirusScan Enterprise 8.8
- Verdiem Surveyor Client (Energy Management Software)

** Installed with the Operating System

The District Attorney's Office shall obtain prior written authorization from the Board prior to installing any equivalent or additional software on purchased or reimbursed equipment. Requests should be sent to: helpdesk@victims.ca.gov.

9. TERM OF CONTRACT

The period of performance for the contract will be July 1, 2017 through June 30, 2019.

10. INVENTORY

Capitalized assets and non-capitalized assets shall remain the property of the Board and shall bear identification tags supplied by the Board. The District Attorney's Office shall prepare an inventory listing as of June 30th of each year for the term of this contract, using the County Inventory Form (Attachment VIII). The completed form shall be submitted to the Board's Restitution Analyst in an electronic format by July 15th of each fiscal year.

The Board reserves the right to request current and complete inventory listings, and to remotely access (if applicable), for audit purposes, all IT equipment provided or procured through this contract.

In the event of termination of this contract, the Board shall take possession of its property. The District Attorney's Office shall hold those items (identified on the County Inventory Form) in storage until the Board retrieves its property. Payment of storage and retrieval shall be the responsibility of the Board.

All equipment procured or supplied under this contract will be the property of the Board and will be administered according to State policy for the duration of its lifecycle, from procurement through disposal. Equipment that has reached its functional end of life must be returned to the Board for disposal, unless preapproval is obtained from the Board for using an alternate method of disposal. All hard drives must be encrypted or cleansed prior to shipment. Contact the Board for instructions on handling, shipping, and disposal by sending an email to: helpdesk@victims.ca.gov.

11. CONFIDENTIALITY OF RECORDS

All financial, statistical, personal, technical and other data and information relating to the state's operations, which are designated confidential by the state and made available to the District Attorney's Office in order to carry out this contract, or which become available to the District Attorney's Office in carrying out this contract, shall be protected by the District Attorney's Office from unauthorized use and disclosure through observance of the same or more effective procedural requirements as applicable to the state. This includes the protection of any extractions of the Board's confidential data for another

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

purpose. Personally identifiable information shall be held in the strictest confidence, and shall not be disclosed except as required by law or specifically authorized by the Board (refer to the Board Information Security Policy, 17-008, Attachment I).

The Board's COR in Sacramento shall be notified when an applicant or an applicant's representative requests a copy of any document in or pertaining to the claimant's file. The District Attorney's Office shall not disclose any document pursuant to any such request unless authorized to do so by the Board's Executive Officer, Chief Deputy Executive Officer, or Chief Counsel.

The Board's Legal Office in Sacramento is to be immediately notified of any request made under the Public Records Act (Gov. Code, § 6250, et. seq.) for information received or generated in the performance of this contract. No record shall be disclosed pursuant to any such request unless authorized by the Board's Legal Division at (916) 491-3605.

The District Attorney's Office shall ensure that all staff is informed of and complies with the requirements of this provision and any direction given by the Board. The Specialist, their supervisor/manager, staff whose salary or a portion thereof is paid through this contract or who supervises staff members performing services under this contract shall be provided a copy of and shall be compliant with the Board's Confidentiality Statement (Attachment II).

The District Attorney's Office shall be responsible for any unauthorized disclosure by District Attorney's Office staff persons performing duties described in this contract, regardless of whether or not the services of such staff persons are paid for by the Board, and shall indemnify, defend and save harmless the state, its officers, agents and employees from any and all applications, losses, damages, penalties, fines, and attorney fees resulting from the unauthorized disclosure of the Board's records by such staff persons.

12. COMPLIANCE WITH BOARD POLICIES

The District Attorney's Office shall ensure that all staff reviews and complies with the requirements of the Board's Fraud Policy (Attachment III), Acceptable Use of Technology Resources Memo (Attachment XI), the CalVCB Privacy Policy (Attachment XII) and the CalVCB Password Policy (Attachment XIII). Staff is required to fill out and submit signed copies of the CalVCB Confidentiality Statement (Attachment II), the Board's Acknowledgement of Policies (Attachment V), and the Board Information Systems Security and Confidentiality Acknowledgement (Attachment X), to:

California Victim Compensation Board
Business Services Section
400 R Street Suite 400
Sacramento, CA 95811
Attn: Contracts

In the event that fraud is suspected, the Investigation Referral Form (Attachment IV) shall be completed and immediately submitted to:

California Victim Compensation Board
Legal Division
P.O. Box 350
Sacramento, CA 95812-0350

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

Additionally, the District Attorney's Office staff assigned to perform services for the Board must adhere to the following provisions in addition to all other policies and procedures set forth by the Board.

Staff should not:

- a. Attempt to access the Cares2 application from any location other than your assigned work location; this includes restrictions on working remotely.
- b. Share individual login ID and password with anyone else.
- c. Allow their computer to remember a password to the Cares2 application.
- d. Walk away from their computer without locking the screen (Ctrl-Alt-Delete).
- e. Send any Personally Identifiable Information (PII) via email. Staff should use application numbers, bill numbers and initials only (if necessary). Staff should use encrypted email if they must send email containing PII information.
- f. Leave documents with PII unattended on printers or fax machines, or in cubicles, offices or conference rooms.
- g. Visit untrusted websites or open any attachments or links from untrusted email.
- h. Uninstall or disable anti-virus software and automatic updates.
- i. Install any unauthorized or unlicensed software.
- j. Plug a mobile phone, personal USB drive or other peripheral device into the network system or desktop computer.
- k. Disclose any PII information to unauthorized users.
- l. Any virus attacks, security violations, and privacy breach, should be immediately reported to your county Information Security Officer, your supervisor, your Restitution Analyst, and the Restitution Recovery Manager. You must also notify the Board's Information Technology Division (ITD) by sending an email to: helpdesk@victims.ca.gov.

The District Attorney's Office staff may be required to complete the Information Technology Security Awareness and/or Privacy training. If these sessions are deemed necessary the Board will provide advance notice and coordinate the sessions with the District Attorney's Office. The users shall read and adhere to Board policies and procedures and are required to sign the applicable acknowledgment forms during hire and annually thereafter.

The District Attorney's Office shall be responsible for any unauthorized access or disclosure by District Attorney's Office staff persons performing duties described in this contract, regardless of whether or not the services of such staff persons are paid for by the Board, and shall indemnify, defend and save harmless the state, its officers, agents and employees from any and all applications, losses, damages, penalties, fines, and attorney fees resulting from the unauthorized disclosure of the Board records by such staff persons.

All other terms and conditions under this contract shall remain the same and in full force and effect.

13. SUBPOENAS

The District Attorney's Office is not the Custodian of Records for any of the materials it creates or receives pursuant to this contract. The District Attorney's Office shall post a notice in its receiving department or other appropriate place stating that subpoenas for all records from the Board must be personally served on the Board, Attn: Legal Division at P.O. Box 350 Sacramento, CA 95812-0350. The District Attorney's Office may also contact the Legal Division at (916) 491-3605 for further assistance.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

In cases where documents are being subpoenaed, the District Attorney's Office shall provide the Board with all responsive documents upon request in the most expedient manner to meet the time constraints of the subpoena, including the use of overnight express mail.

14. INCOMPATIBLE WORK ACTIVITIES

The District Attorney's Office staff assigned to perform services for the Board must not:

- a. Engage in any conduct that is clearly inconsistent, incompatible, or in conflict with, his or her assigned duties under the contract.
- b. Use information obtained while doing work under the contract for personal gain or the advantage of another person.
- c. Provide confidential information to anyone not authorized to receive the information. Confidential information obtained during the performance of contract duties must be held in strict confidence.
- d. Provide or use the names of persons or records of the Board for a mailing list which has not been authorized by the Board.
- e. Represent him or herself as a Board employee.
- f. Take any action with regard to a Board applicant, or restitution matter with the intent to obtain private gain or advantage.
- g. Involve him or herself in the handling of any application or restitution matter when he or she has a relationship (business or personal) with an applicant or other interested party.
- h. Knowingly initiate any contact with an applicant, person for whom restitution may be sought, or person against whom restitution may be collected, unless the contact is for the purposes of carrying out the services under this contract and is done in an appropriate manner.

It shall be the District Attorney's Office's responsibility to ensure that every staff person assigned to provide contracted services to the Board is made aware of and abides by this provision. If an assigned staff person is unwilling or unable to abide by this provision, the staff person shall no longer be assigned to perform the services required by the contract. Any questions should be directed to the Board's Legal Division at (916) 491-3605.

15. RETENTION OF RECORDS

The District Attorney's Office will scan all case documents and retain the documents for 365 days from the scan date. The documents will be destroyed after the 365 days has past via confidential destruct. The electronic records will be retained for 25 years thereafter.

16. SUBCONTRACTING

All subcontracting must comply with the requirements of the State Contracting Manual, Section 3.06. Nothing contained in this agreement or otherwise, shall create any contractual relation between the state and any subcontractors, and no subcontract shall relieve the District Attorney's Office of his responsibilities and obligations hereunder. The District Attorney's Office agrees to be as fully responsible to the state for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the District Attorney's Office. The District Attorney's Office's obligation to pay its sub-contractors is an independent obligation from the state's obligation to make payments to the District Attorney's Office. As a result, the state shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

17. TERMINATION FOR CONVENIENCE

The Board or the District Attorney reserves the right to terminate this contract upon thirty (30) days written notice to the other party. In such an event, the District Attorney's Office shall be compensated for actual costs incurred in accordance with the terms of this contract up to the date of termination. Invoicing of the above mentioned costs must be submitted to the Board within thirty (30) calendar days of the date of termination.

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

AGREEMENT NUMBER VC-7086
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

CALIFORNIA VICTIM COMPENSATION BOARD

CONTRACTOR'S NAME

COUNTY OF SONOMA, DISTRICT ATTORNEY'S OFFICE

2 The term of this Agreement is: **JULY 1, 2017** through **JUNE 30, 2019**

3. The maximum amount of this Agreement is: **\$151,172.00**
 One Hundred Fifty One Thousand One Hundred Seventy Two Dollars

4. 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	3 Pages
Exhibit B – Budget Detail and Payment Provisions	3 Pages
Exhibit B-1 – Budget Page	1 Page
Exhibit C* – General Terms and Conditions (GTC 04/2017)	1 Page
Exhibit D – Special Terms and Conditions	9 Pages
Exhibit E – CalVCB CRC Specialist Monthly Activity Timesheet	1 Page
Attachment I – CalVCB Information Security Policy (Memo 17-008)	6 Pages
Attachment II – CalVCB Confidentiality Statement and Certification	3 Pages
Attachment III – CalVCB Fraud Policy (Memo 13-001)	2 Pages
Attachment IV – Investigation Referral Form	3 Pages
Attachment V – CalVCB Acknowledgement of Policies	1 Page
Attachment VI – Instructions for Completing Monthly Invoices	3 Pages
Attachment VII – County Purchase Request Form and Instructions	3 Pages
Attachment VIII – CalVCB County Inventory Form	1 Page
Attachment IX – CalVCB Asset Identification Form	2 Pages
Attachment X – Information Systems Security and Confidentiality Acknowledgement	1 Pages
Attachment XI – Acceptable Use of Technology Resources (Memo 17-005)	5 Pages
Attachment XII – Privacy Policy (Memo 17-010)	4 Pages
Attachment XIII – CalVCB Password Policy (Memo 17-012)	6 Pages

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		California Department of General Services Use Only <input type="checkbox"/> Exempt per:
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)		
COUNTY OF SONOMA, DISTRICT ATTORNEY'S OFFICE		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
600 Administration Dr, Room 212-J, Santa Rosa, CA 95403		
STATE OF CALIFORNIA		
AGENCY NAME		
CALIFORNIA VICTIM COMPENSATION BOARD		
BY (Authorized Signature)		
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
VALINDA ROBERTS, DEPUTY EXECUTIVE OFFICER		
ADDRESS		
400 R STREET, SUITE 500, SACRAMENTO, CA 95811		

EXHIBIT A

SCOPE OF WORK

The California Victim Compensation Board (hereinafter, "the Board") and the District Attorney's Office agree that the intent of this contract is to establish a positive, collaborative relationship for effective operation of California's criminal restitution system.

1. SCOPE OF WORK

The Board and the District Attorney's Office agree that:

- a. The Criminal Restitution Compact (CRC) Restitution Specialist (hereinafter, "Specialist") shall assist the prosecuting attorney to ensure proper imposition of the following:
 - i. Restitution orders in all cases involving an applicant who has filed an application with the Board and where monies have been paid or are expected to be paid on behalf of the direct victim or any other applicant;
 - ii. Restitution fines on all convicted offenders;
 - iii. Parole revocation restitution fines in all cases in which the offender receives a sentence that includes a period of parole;
 - iv. Diversion restitution fees in all cases in which the offender is diverted;
 - v. Probation revocation restitution fines in all cases in which the offender receives a sentence that includes a period of probation;
 - vi. Post-release community supervision revocation restitution fines in all cases in which the offender receives a sentence that is subject to post-release community supervision; and
 - vii. Mandatory supervision restitution revocation fines in all cases in which the offender receives a sentence that is subject to mandatory supervision.
- b. The Specialist shall be an employee of the District Attorney's Office, preferably at a level equivalent to a paralegal or above.
- c. The Specialist shall report to a supervisor designated by the District Attorney's Office, preferably a Chief Assistant or Deputy District Attorney and agreed to by the Board.
- d. The District Attorney's Office (or his/her designee) and -the Board's Executive Officer (or his/her designee) shall meet as necessary to discuss the scope of work (SOW) or any other aspect of this contract.
- e. The Specialist shall have access to the necessary court records to monitor cases associated with any applications filed with the Board as they proceed through the adult and juvenile criminal justice systems. The Specialist must contact the Board's Restitution Analyst, immediately with specific information to prevent any potential overpayments on initial or subsequent applications, if it is discovered the victim or applicant is no longer eligible as defined under Government Code sections 13956 and/or 13954 as follows:
 - Involvement in the crime
 - Lack of cooperation with law enforcement or the Board
 - Felon

EXHIBIT A

SCOPE OF WORK

- f. When the Specialist receives notice an applicant filed for assistance from the Board prior to the associated offender being sentenced, the Specialist shall determine the amount of assistance granted by the Board, if any, and provide this information to the District Attorney's Office for the purpose of obtaining a restitution order. The Specialist shall not provide the benefit category/type when losses are being requested during the trial stage of a criminal proceeding. If additional information is necessary from the Board's application processing system during the trial stage, the Specialist must obtain approval from the Board.
- g. The District Attorney's Office shall submit the Board's payment information (initial and subsequent), as described under Exhibit A.1a, to the court and request the court impose one or more of the following, as appropriate: a restitution fine; a diversion restitution fee; a probation revocation restitution fine; a parole revocation restitution fine; a post release community supervision revocation restitution fine; a mandatory supervision revocation restitution fine; a restitution order for an amount equal to that amount which the Board has paid on the associated application(s); and/or a restitution order for an amount "to be determined" (if the Board has not made a payment on the associated application(s)).
- h. If a case is forwarded to the probation department for completion of a pre-sentence investigation (PSI) report, the Specialist shall provide the Board's payment information and request that the probation department include the information in the PSI.
- i. The Specialist shall enter into the Board's Compensation and Restitution Computer System, Cares2, the final disposition status of juvenile and adult criminal cases associated with applications filed with the Board within thirty (30) calendar days of the judge imposing the restitution order and fine.
- j. After sentencing has occurred, the Specialist is required to ensure that the court's final decision (via the CR-110s and/or Minute Orders) is forwarded to the Board's Victim Pass Thru Unit, as well as the California Department of Corrections and Rehabilitation, Office of Victim and Survivor Rights' and Services (CDCR-OVSRs), or the local collection entity.
- k. The Specialist shall monitor in Cares2 the Board's applications associated with restitution orders imposed for an amount "to be determined" (TBD). The Specialist shall monitor TBD restitution orders via the Criminal Disposition Tracking System in the Post-Disposition Follow-Up Que. The Board's Custodian of Records (COR) shall assist the Specialist and other appropriate District Attorney's Office staff in preparing to have an offender returned to court for the imposition or modification of a restitution order by providing redacted bills, when necessary to substantiate any restitution orders requested. The Specialist shall notify the Board when it declines to seek a removal order to have an inmate transported to court for the imposition or modification of a restitution order when the amount of restitution sought is greater than \$1,500.
- l. The Specialist shall respond to the Board on probate-related matters within three (3) business days of a request for imposed and/or outstanding restitution fine information, order information, and offender information.
- m. The Specialist will cooperate with CDCR staff in the modification of restitution orders.
- n. The Specialist shall notify the Board's Restitution Analyst, upon discovery, that the applicant has filed a civil suit, vehicle insurance claim, Workers' Compensation claim, or any other type of

EXHIBIT A

SCOPE OF WORK

recovery that could be used to offset losses the applicant may have incurred as a direct result of the crime.

- o. The Specialist shall respond to the Board's COR on restitution-related matters and/or the Board's Hearing and Appeals staff within three (3) business days of a request.
- p. The Specialist shall facilitate contact, provide training, and attend meetings between the county collection entity(ies) to discuss ways of ensuring the collection of, as well as increasing the collections of, restitution orders and fines.
- q. The Specialist shall serve as a county resource on restitution issues, statutes, and case law.
- r. The Specialist and his/her supervisor shall review and acknowledge all Board's policies as referenced in Exhibit D and Attachments outlined on the front cover of this contract (Std. 213), in accordance with the duties being perform under this contract.
- s. The Specialist must perform the work described in the SOW, Exhibit A. The Specialist shall document his/her time and activities by using the CalVCB CRC Specialist Monthly Activity Timesheet, Exhibit E. The District Attorney's Office shall bill the Board only for the actual percentage of time the Specialist devotes to Board activities.

2. The project representatives during the term of this contract will be:

Requesting Agency: California Victim Compensation Board	County of Sonoma DA's Office
Name: Valinda Roberts, Deputy Executive Officer Administration and Finance Division	Name: Michelle Carstensen
Phone: (916) 491-3505	Phone: 707-565-2822
Fax: (916) 491- 6420	Fax:
Email: Restitution@victims.ca.gov	Email: michelle.carstensen@sonoma-county.org

For additional information, direct your inquiries to:

CalVCB CRC Liaison:	Name: Tammy Newton
	Email: Tammy.Newton@victims.ca.gov
	Phone: (916) 491-3678
CalVCB Contract Section:	Name: Ryan Metzger, Contract Analyst
	Email: Ryan.Metzger@victims.ca.gov
	Phone: (916) 491- 3877
CalVCB Accounting/Billing:	Name: Lynnette Freitag, Accounting Manager
	Email: Lynnette.Freitag@victims.ca.gov
	Phone: (916) 491-3709

EXHIBIT B

BUDGET DETAIL AND PROVISIONS

1. INVOICING AND PAYMENT

- a. For services satisfactorily rendered, and upon receipt and approval of the invoices, the Board agrees to compensate the District Attorney's Office for actual expenditures permitted by the terms of this contract, and as reflected in the attached budget.
- b. Invoices shall include the contract number, billing month and year, employee name, position/classification, time base, salary and/or hourly rate, benefits, and all other applicable line items as reflected in the budget (Exhibit B-1). The District Attorney's Office will not invoice for more than the actual time the staff person(s) has devoted to the Board in a specific month. The District Attorney's Office shall submit the following backup documentation with their invoices:
 - CalVCB Monthly Activity Timesheet, Exhibit E, for each employee for the time period billed;
 - County timesheets for each employee for the time period billed;
 - Copy of the County's Accounting or Human Resources report displaying the salaries/wages and itemized benefits actually paid to each employee for the time period billed;
 - Itemize all operating and overhead expenses for the time period billed.
- c. Invoices and backup documentation shall be mailed no later than the 15th of the month to:

California Victim Compensation Board
Attn: Accounting Section
P. O. Box 1348
Sacramento, CA 95812-1348
- d. Failure to provide the required documentation may result in the delay of processing the invoice and/or denial of payment.
- e. The District Attorney's Office shall submit an invoice for the month of June within thirty (30) calendar days after June 30th of each year during the term of this contract. The final reimbursement to the District Attorney's Office shall be contingent upon the receipt and approval of the final year-end invoice received by the Board.

2. 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 contract does not appropriate sufficient funds for the program, this contract shall be of no further force and effect. In this event, the Board shall have no liability to pay any funds to the District Attorney's Office or to furnish any other considerations under this contract and the District Attorney's Office shall not be obligated to perform any provisions of this contract.
- b. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the Board shall have the option to either cancel this contract with no liability occurring to the Board, or offer an amendment to the contract to the District Attorney's Office to reflect the reduced amount.

EXHIBIT B

BUDGET DETAIL AND PROVISIONS

- c. The District Attorney's Office shall be paid by the Board from the Restitution Fund. Any payments shall be contingent upon the availability of funds in the Restitution Fund. Any funds paid shall not be a charge upon any federal monies or state General Fund monies. Funds provided under this contract are not to be used for other activities and shall not be used to supplant those activities currently provided by county funds, or grants administered by the Public Safety and Victim Services Division, Office of Emergency Services.
- d. The Board reserves the right to disencumber contract monies at any time during the contractual relationship for reasons substantiated by the Board. Notification will be provided to the county before any action is taken.

3. PROMPT PAYMENT CLAUSE

The Board shall pay all properly submitted, undisputed invoices within thirty (45) days of receipt, in accordance with Chapter 4.5 of the Government Code Section 927.

4. PERIOD OF PERFORMANCE

The period of performance for this contract shall be two (2) years. Any and all amendments to this agreement shall be made in writing.

5. COST LIMITATION

The total amount of this agreement shall not exceed \$75,586.00 for fiscal year 2017/2018 and \$75,586.00 for fiscal year 2018/2019. Funding shall be contingent upon availability of funds and shall be at the sole discretion of the Board. The funding of this contract may be changed by written amendment to the contract, upon approval of the Board.

The District Attorney's Office shall submit a budget for Fiscal Year 2017/2018 by September 1, 2017 with this contract. The District Attorney's Office shall submit a proposed budget for Fiscal Year 2018/2019 no later than September 1, 2018. The CRC manager or designee shall provide written approval of the proposed budget(s) and any subsequent modification(s).

6. REDUCTION OF CONTRACT AMOUNT

The Board reserves the right to reduce the amount of the contract if the Board's fiscal monitoring indicates that the District Attorney's Office rate of expenditure will result in unspent funds at the end of the fiscal year or when deemed necessary. If a reduction does occur, the Board will provide a written explanation to the District Attorney's Office within thirty (30) days of said decision.

7. OPERATING EXPENSES

- a. The District Attorney's Office may charge expenses to various line-item as part of their operating expenses, such as supplies, rent, utilities, postage, telephone, travel, etc. Such expenses are generally identified as "direct costs." The District Attorney's Office shall ensure that expenses classified as "direct cost" are not included in the "indirect cost" or "overhead" category. Indirect costs are those costs that are incurred for a common or joint purpose or a cost that is not directly

EXHIBIT B

BUDGET DETAIL AND PROVISIONS

identifiable to the District Attorney's Office. The Board reserves the right to deny any expenses that are deemed ineligible by the state.

- b. The District Attorney's Office shall submit a copy of the indirect cost allocation plan with their budget demonstrating how and which operating expense line items are included in the calculate of the indirect cost rate. All costs included in the plan must be supported by formal accounting records which substantiate the propriety of such charges. Indirect costs will be reimbursed at a maximum rate of ten (10) percent of the total salary and fringe benefits.
- c. The Board reserves the right to deny any monetary adjustments to the contract due to Cost of Living Adjustments (COLAs) issued by the county.

EXHIBIT B-1
BUDGET PAGE

Place Holder

EXHIBIT C

GENERAL TERMS AND CONDITIONS

PLEASE NOTE: The General Terms and Conditions will be included in the contract by reference to Internet site <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. PERSONNEL SERVICES

- a. The District Attorney's Office shall ensure that there is sufficient staff to perform the services required under this contract. The District Attorney's Office shall notify the Board of the resignation or termination of any staff person assigned to perform the functions of this contract within five (5) business days of being notified of the resignation of that person or of issuing the notice of termination.
- b. The District Attorney's Office shall obtain written authorization prior to filling vacant or new positions, prior to upgrading the classification of a position, prior to changing the time base of existing positions even though funding was previously requested and made part of the budget, and prior to making any staffing change that may affect the provision of services under this contract. Approval for filling the vacant or new positions, upgrading the classification, and/or changing the timebase will be based upon the Board's review of the District Attorney's Office's workload and upon funding availability within the contract amount.
- c. The District Attorney's Office shall obtain the Board's prior written permission if staff persons assigned to functions under this contract will perform any other county function that will change the percentage of time devoted to the Board as reflected in the budget (Exhibit B-1). Should the District Attorney's Office assign a staff person to perform functions other than those described in Exhibit A (SOW), the District Attorney's Office shall request written authorization ten (10) days prior to the staff person(s) beginning other county functions. The Board shall not reimburse the District Attorney's Office for other duties performed outside the scope of the contract, or the percentage of time devoted to Board activities. The District Attorney's Office shall submit a revised budget to the Board, for approval, reflecting the actual percentage of time the staff person(s) will devote to Board activities.
- d. The District Attorney's Office shall notify the Board when a staff person assigned to perform the functions of this contract has been absent, or is expected to be absent, for any reason, longer than two (2) weeks. When the staff person retires or is on leave, including vacation, sick, and annual leave, the Board shall compensate the District Attorney's Office for that period of time only if the staff person accrued the leave during the time the staff person was assigned to perform the functions described in this contract. Further, the District Attorney's Office agrees to provide, at the Board's request, documentation verifying leave accrued under the contract.
- e. The District Attorney's Office shall ensure the staff persons assigned to the functions under this contract does not participate in criminal investigations or prosecution.
- f. For each staff person(s) performing services under this contract, the District Attorney's Office shall provide the name, business address, telephone number, e-mail address, job title and description of duties, the name of his/her supervisor, the names of staff supervised, and any other information required by the Board.
- g. The Specialist may work overtime but it must be noted on the CalVCB Monthly Activity Timesheet with an explanation as to why the overtime was necessary. The Board reserves the option of not reimbursing overtime that exceeds the approved budget for the fiscal year.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

2. PERFORMANCE ASSESSMENT

- a. The Board may assess and evaluate the Specialists performance based on data from Cares2.
- b. The Board reserves the right to revoke the logon of any District Attorney's Office staff whose performance is consistently poor or below average based on the performance criteria used by the Board or who does not comply with the contract provisions. The Board may subsequently agree to allow any such employee to work under this agreement. The Board may monitor performance under the contract and report performance to the Specialist and their supervisor/manager.
- c. The Board may set performance and production expectations or goals for the Specialist related to the fulfillment of the services in this contract. Those expectations may include, but are not limited to: specific time frames for completion of work, specific amounts of work to be completed within given time frames, and specific standards for the quality of work to be performed. The Board will provide written notice of the performance and production expectations to the Specialist and their supervisor/manager. If the Specialist fails to achieve the performance and production expectations set by the Board within ninety (90) days of receipt of written notice, the Board may reduce the amount of the contract or terminate the contract upon an additional thirty (30) days' notice.

3. PROGRAM EVALUATION AND MONITORING

The Specialist shall make available to the Board, and its representatives, for purposes of inspection, audit and review, any and all of its books, papers, documents, financial records and other records pertaining to the operation of this contract. The records shall be available for inspection and review during regular business hours throughout the term of this contract, and for a period of three (3) years after the expiration of the term of this contract.

4. JOB-RELATED TRAVEL

- a. Where the Board anticipates meetings or training classes in Sacramento, only the primary Specialist(s) (no supervisors) may be approved for reimbursement of travel expenses. All expenses shall be reimbursed in accordance with the allocation reflected in the travel line-item of the contract budget so long as the reimbursement is consistent with the Instructions for Completing Monthly Invoices (Attachment VI).
- b. Prior written authorization must be obtained from the Board to attend restitution and/or collection related training, conferences, or to travel for other purposes not directly related to the performance of this contract. Absent such prior approval, the Board reserves the option of not reimbursing the expenses.

5. MOVING

- a. The Board shall not reimburse any costs associated with the relocation of the District Attorney's Office staff performing under this contract.
- b. The District Attorney's Office shall obtain written authorization from the Board to relocate computer terminals sixty (60) calendar days before any planned relocation. Written notification should be

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SPECIAL TERMS AND CONDITIONS

addressed to the attention of the Revenue Recovery Manager, Administration and Finance Division, California Victim Compensation Board, P. O. Box 1348, Sacramento, CA 95812-1348; or emailed to: BSSSupport@victims.ca.gov.

- c. Notification of relocation shall include the new address, including room number and the name, title, address, and phone number of a contact person who is responsible for telephone line and computer/electrical cable installation.
- d. Failure of the District Attorney's Office to obtain prior authorization may result in the District Attorney's Office's inability to perform functions of the contract for a period of time. The Board will not reimburse the District Attorney's Office for lost production time.

6. REGULATIONS AND GUIDELINES

All parties agree to abide by all applicable federal and state laws and regulations and Board guidelines, directives and memos as they pertain to the performance of this contract.

7. UTILIZATION OF COMPUTER SYSTEM

The District Attorney's Office shall ensure that all District Attorney's Office staff performing duties described in this contract comply with Board policies, guidelines, procedures, directives, and memos pertaining to the use of Cares2, regardless of whether or not the services of such staff persons are paid for by the Board. The Board reserves the right to revoke access to Cares2 at any time and to amend this agreement to align with changing or updated requirements around the procurement, usage, disposition, and security of State IT assets, which may include, but not be limited to, computers systems, software, and equipment.

8. EQUIPMENT

a. Written Request and Approval Prior to Purchase

The District Attorney's Office shall obtain prior written authorization from the Board in the acquisition of equipment (capitalized assets), including "modular furniture," even though funding may have been previously requested and made part of the budget for this contract. The Board reserves the option of not reimbursing the District Attorney's Office for equipment purchases that are not requested or approved in writing prior to purchase.

The District Attorney's Office shall submit the request for equipment purchases on the County Purchase Request Form (Attachment VII) to the attention of the Board's Restitution Analyst, Administration and Finance Division, California Victim Compensation Board, P. O. Box 1348, Sacramento, CA 95812-1348.

b. Purchase of Information Technology Equipment

Costs for providing information technology equipment (as defined in State Administrative Manual Section 4819.2) including computer systems, software, printers, copiers, fax machines, and any associated maintenance contracts as well as monthly maintenance fees, as deemed necessary and

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

upon preapproval by the Board, shall be provided and/or reimbursed by the Board. Specifically, if the Board purchases equipment, then the Board will configure, and provide support for equipment and pre-installed software. If the District Attorney's Office purchases equipment, then the District Attorney's Office is responsible for its own configuration, installation, and support of those purchases, which may involve the purchase of a maintenance service contract with the vendor. The Board strongly recommends purchasing a maintenance agreement that provides on-site support within 24 hours. The District Attorney's Office is responsible for budgeting dollars through this contract to cover those support and/or maintenance service contract costs. The Board is not a party to such contract.

All equipment reimbursed under this contract shall be the property of the Board and shall be identified with a state identification number. The District Attorney's Office shall ensure that no one other than a staff person who performs duties under this contract uses Board equipment.

The District Attorney's Office agrees to apply all security patches and upgrades, and keep anti-virus software executing and up-to-date on any machine on which Board data may be used. All machines must be configured to accept and apply software and security updates for all software installed on the computer. This includes the operating system, applications, programs, utilities, and anti-virus software.

If computer software is purchased under this contract, vendors shall certify that it has appropriate systems and controls in place to ensure that state funds are not used to acquire, operate, or maintain computer software in a manner that does not comply with applicable copyrights. If applicable, the Board reserves the right to access and audit all IT assets purchased or reimbursed under this agreement, including software equipment and computers, to ensure they are patched, used, and operating in a manner consistent with State policy and the terms of this contract.

All personal computers should use the following hardware, or an approved equivalent, which is the current standard for the Board:

- Intel 4th Generation Multi-Core i7 Processor
- 8 GB RAM
- 500 GB Hard Drive
- Network Port
- USB Port(s)
- 24" Flat Panel monitor
- USB Keyboard
- USB Mouse or Trackball

All personal computers should use the following software, or an approved equivalent, which is the current standard for the Board:

- Microsoft Windows 7 Enterprise Operating System
- Internet Explorer 11 or Edge **
- Windows Media Player **
- Microsoft Office 2010
 - Word
 - Excel

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

- PowerPoint
- Outlook
- Adobe Reader
- Adobe Flash Player
- Java 8
- McAfee VirusScan Enterprise 8.8
- Verdiem Surveyor Client (Energy Management Software)

** Installed with the Operating System

The District Attorney's Office shall obtain prior written authorization from the Board prior to installing any equivalent or additional software on purchased or reimbursed equipment. Requests should be sent to: helpdesk@victims.ca.gov.

9. TERM OF CONTRACT

The period of performance for the contract will be July 1, 2017 through June 30, 2019.

10. INVENTORY

Capitalized assets and non-capitalized assets shall remain the property of the Board and shall bear identification tags supplied by the Board. The District Attorney's Office shall prepare an inventory listing as of June 30th of each year for the term of this contract, using the County Inventory Form (Attachment VIII). The completed form shall be submitted to the Board's Restitution Analyst in an electronic format by July 15th of each fiscal year.

The Board reserves the right to request current and complete inventory listings, and to remotely access (if applicable), for audit purposes, all IT equipment provided or procured through this contract.

In the event of termination of this contract, the Board shall take possession of its property. The District Attorney's Office shall hold those items (identified on the County Inventory Form) in storage until the Board retrieves its property. Payment of storage and retrieval shall be the responsibility of the Board.

All equipment procured or supplied under this contract will be the property of the Board and will be administered according to State policy for the duration of its lifecycle, from procurement through disposal. Equipment that has reached its functional end of life must be returned to the Board for disposal, unless preapproval is obtained from the Board for using an alternate method of disposal. All hard drives must be encrypted or cleansed prior to shipment. Contact the Board for instructions on handling, shipping, and disposal by sending an email to: helpdesk@victims.ca.gov.

11. CONFIDENTIALITY OF RECORDS

All financial, statistical, personal, technical and other data and information relating to the state's operations, which are designated confidential by the state and made available to the District Attorney's Office in order to carry out this contract, or which become available to the District Attorney's Office in carrying out this contract, shall be protected by the District Attorney's Office from unauthorized use and disclosure through observance of the same or more effective procedural requirements as applicable to the state. This includes the protection of any extractions of the Board's confidential data for another

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

purpose. Personally identifiable information shall be held in the strictest confidence, and shall not be disclosed except as required by law or specifically authorized by the Board (refer to the Board Information Security Policy, 17-008, Attachment I).

The Board's COR in Sacramento shall be notified when an applicant or an applicant's representative requests a copy of any document in or pertaining to the claimant's file. The District Attorney's Office shall not disclose any document pursuant to any such request unless authorized to do so by the Board's Executive Officer, Chief Deputy Executive Officer, or Chief Counsel.

The Board's Legal Office in Sacramento is to be immediately notified of any request made under the Public Records Act (Gov. Code, § 6250, et. seq.) for information received or generated in the performance of this contract. No record shall be disclosed pursuant to any such request unless authorized by the Board's Legal Division at (916) 491-3605.

The District Attorney's Office shall ensure that all staff is informed of and complies with the requirements of this provision and any direction given by the Board. The Specialist, their supervisor/manager, staff whose salary or a portion thereof is paid through this contract or who supervises staff members performing services under this contract shall be provided a copy of and shall be compliant with the Board's Confidentiality Statement (Attachment II).

The District Attorney's Office shall be responsible for any unauthorized disclosure by District Attorney's Office staff persons performing duties described in this contract, regardless of whether or not the services of such staff persons are paid for by the Board, and shall indemnify, defend and save harmless the state, its officers, agents and employees from any and all applications, losses, damages, penalties, fines, and attorney fees resulting from the unauthorized disclosure of the Board's records by such staff persons.

12. COMPLIANCE WITH BOARD POLICIES

The District Attorney's Office shall ensure that all staff reviews and complies with the requirements of the Board's Fraud Policy (Attachment III), Acceptable Use of Technology Resources Memo (Attachment XI), the CalVCB Privacy Policy (Attachment XII) and the CalVCB Password Policy (Attachment XIII). Staff is required to fill out and submit signed copies of the CalVCB Confidentiality Statement (Attachment II), the Board's Acknowledgement of Policies (Attachment V), and the Board Information Systems Security and Confidentiality Acknowledgement (Attachment X), to:

California Victim Compensation Board
Business Services Section
400 R Street Suite 400
Sacramento, CA 95811
Attn: Contracts

In the event that fraud is suspected, the Investigation Referral Form (Attachment IV) shall be completed and immediately submitted to:

California Victim Compensation Board
Legal Division
P.O. Box 350
Sacramento, CA 95812-0350

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

Additionally, the District Attorney's Office staff assigned to perform services for the Board must adhere to the following provisions in addition to all other policies and procedures set forth by the Board.

Staff should not:

- a. Attempt to access the Cares2 application from any location other than your assigned work location; this includes restrictions on working remotely.
- b. Share individual login ID and password with anyone else.
- c. Allow their computer to remember a password to the Cares2 application.
- d. Walk away from their computer without locking the screen (Ctrl-Alt-Delete).
- e. Send any Personally Identifiable Information (PII) via email. Staff should use application numbers, bill numbers and initials only (if necessary). Staff should use encrypted email if they must send email containing PII information.
- f. Leave documents with PII unattended on printers or fax machines, or in cubicles, offices or conference rooms.
- g. Visit untrusted websites or open any attachments or links from untrusted email.
- h. Uninstall or disable anti-virus software and automatic updates.
- i. Install any unauthorized or unlicensed software.
- j. Plug a mobile phone, personal USB drive or other peripheral device into the network system or desktop computer.
- k. Disclose any PII information to unauthorized users.
- l. Any virus attacks, security violations, and privacy breach, should be immediately reported to your county Information Security Officer, your supervisor, your Restitution Analyst, and the Restitution Recovery Manager. You must also notify the Board's Information Technology Division (ITD) by sending an email to: helpdesk@victims.ca.gov.

The District Attorney's Office staff may be required to complete the Information Technology Security Awareness and/or Privacy training. If these sessions are deemed necessary the Board will provide advance notice and coordinate the sessions with the District Attorney's Office. The users shall read and adhere to Board policies and procedures and are required to sign the applicable acknowledgment forms during hire and annually thereafter.

The District Attorney's Office shall be responsible for any unauthorized access or disclosure by District Attorney's Office staff persons performing duties described in this contract, regardless of whether or not the services of such staff persons are paid for by the Board, and shall indemnify, defend and save harmless the state, its officers, agents and employees from any and all applications, losses, damages, penalties, fines, and attorney fees resulting from the unauthorized disclosure of the Board records by such staff persons.

All other terms and conditions under this contract shall remain the same and in full force and effect.

13. SUBPOENAS

The District Attorney's Office is not the Custodian of Records for any of the materials it creates or receives pursuant to this contract. The District Attorney's Office shall post a notice in its receiving department or other appropriate place stating that subpoenas for all records from the Board must be personally served on the Board, Attn: Legal Division at P.O. Box 350 Sacramento, CA 95812-0350. The District Attorney's Office may also contact the Legal Division at (916) 491-3605 for further assistance.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

In cases where documents are being subpoenaed, the District Attorney's Office shall provide the Board with all responsive documents upon request in the most expedient manner to meet the time constraints of the subpoena, including the use of overnight express mail.

14. INCOMPATIBLE WORK ACTIVITIES

The District Attorney's Office staff assigned to perform services for the Board must not:

- a. Engage in any conduct that is clearly inconsistent, incompatible, or in conflict with, his or her assigned duties under the contract.
- b. Use information obtained while doing work under the contract for personal gain or the advantage of another person.
- c. Provide confidential information to anyone not authorized to receive the information. Confidential information obtained during the performance of contract duties must be held in strict confidence.
- d. Provide or use the names of persons or records of the Board for a mailing list which has not been authorized by the Board.
- e. Represent him or herself as a Board employee.
- f. Take any action with regard to a Board applicant, or restitution matter with the intent to obtain private gain or advantage.
- g. Involve him or herself in the handling of any application or restitution matter when he or she has a relationship (business or personal) with an applicant or other interested party.
- h. Knowingly initiate any contact with an applicant, person for whom restitution may be sought, or person against whom restitution may be collected, unless the contact is for the purposes of carrying out the services under this contract and is done in an appropriate manner.

It shall be the District Attorney's Office's responsibility to ensure that every staff person assigned to provide contracted services to the Board is made aware of and abides by this provision. If an assigned staff person is unwilling or unable to abide by this provision, the staff person shall no longer be assigned to perform the services required by the contract. Any questions should be directed to the Board's Legal Division at (916) 491-3605.

15. RETENTION OF RECORDS

The District Attorney's Office will scan all case documents and retain the documents for 365 days from the scan date. The documents will be destroyed after the 365 days has past via confidential destruct. The electronic records will be retained for 25 years thereafter.

16. SUBCONTRACTING

All subcontracting must comply with the requirements of the State Contracting Manual, Section 3.06. Nothing contained in this agreement or otherwise, shall create any contractual relation between the state and any subcontractors, and no subcontract shall relieve the District Attorney's Office of his responsibilities and obligations hereunder. The District Attorney's Office agrees to be as fully responsible to the state for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the District Attorney's Office. The District Attorney's Office's obligation to pay its sub-contractors is an independent obligation from the state's obligation to make payments to the District Attorney's Office. As a result, the state shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

17. TERMINATION FOR CONVENIENCE

The Board or the District Attorney reserves the right to terminate this contract upon thirty (30) days written notice to the other party. In such an event, the District Attorney's Office shall be compensated for actual costs incurred in accordance with the terms of this contract up to the date of termination. Invoicing of the above mentioned costs must be submitted to the Board within thirty (30) calendar days of the date of termination.

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

AGREEMENT NUMBER VC-7086
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

CALIFORNIA VICTIM COMPENSATION BOARD

CONTRACTOR'S NAME

COUNTY OF SONOMA, DISTRICT ATTORNEY'S OFFICE

2 The term of this Agreement is: **JULY 1, 2017** through **JUNE 30, 2019**

3. The maximum amount of this Agreement is: **\$151,172.00**
 One Hundred Fifty One Thousand One Hundred Seventy Two Dollars

4. 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	3 Pages
Exhibit B – Budget Detail and Payment Provisions	3 Pages
Exhibit B-1 – Budget Page	1 Page
Exhibit C* – General Terms and Conditions (GTC 04/2017)	1 Page
Exhibit D – Special Terms and Conditions	9 Pages
Exhibit E – CalVCB CRC Specialist Monthly Activity Timesheet	1 Page
Attachment I – CalVCB Information Security Policy (Memo 17-008)	6 Pages
Attachment II – CalVCB Confidentiality Statement and Certification	3 Pages
Attachment III – CalVCB Fraud Policy (Memo 13-001)	2 Pages
Attachment IV – Investigation Referral Form	3 Pages
Attachment V – CalVCB Acknowledgement of Policies	1 Page
Attachment VI – Instructions for Completing Monthly Invoices	3 Pages
Attachment VII – County Purchase Request Form and Instructions	3 Pages
Attachment VIII – CalVCB County Inventory Form	1 Page
Attachment IX – CalVCB Asset Identification Form	2 Pages
Attachment X – Information Systems Security and Confidentiality Acknowledgement	1 Pages
Attachment XI – Acceptable Use of Technology Resources (Memo 17-005)	5 Pages
Attachment XII – Privacy Policy (Memo 17-010)	4 Pages
Attachment XIII – CalVCB Password Policy (Memo 17-012)	6 Pages

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <http://www.dqs.ca.gov/ols/Resources/StandardContractLanguage.aspx>

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		California Department of General Services Use Only <input type="checkbox"/> Exempt per:
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)		
COUNTY OF SONOMA, DISTRICT ATTORNEY'S OFFICE		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
600 Administration Dr, Room 212-J, Santa Rosa, CA 95403		
STATE OF CALIFORNIA		
AGENCY NAME		
CALIFORNIA VICTIM COMPENSATION BOARD		
BY (Authorized Signature)		
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
VALINDA ROBERTS, DEPUTY EXECUTIVE OFFICER		
ADDRESS		
400 R STREET, SUITE 500, SACRAMENTO, CA 95811		

EXHIBIT A

SCOPE OF WORK

The California Victim Compensation Board (hereinafter, "the Board") and the District Attorney's Office agree that the intent of this contract is to establish a positive, collaborative relationship for effective operation of California's criminal restitution system.

1. SCOPE OF WORK

The Board and the District Attorney's Office agree that:

- a. The Criminal Restitution Compact (CRC) Restitution Specialist (hereinafter, "Specialist") shall assist the prosecuting attorney to ensure proper imposition of the following:
 - i. Restitution orders in all cases involving an applicant who has filed an application with the Board and where monies have been paid or are expected to be paid on behalf of the direct victim or any other applicant;
 - ii. Restitution fines on all convicted offenders;
 - iii. Parole revocation restitution fines in all cases in which the offender receives a sentence that includes a period of parole;
 - iv. Diversion restitution fees in all cases in which the offender is diverted;
 - v. Probation revocation restitution fines in all cases in which the offender receives a sentence that includes a period of probation;
 - vi. Post-release community supervision revocation restitution fines in all cases in which the offender receives a sentence that is subject to post-release community supervision; and
 - vii. Mandatory supervision restitution revocation fines in all cases in which the offender receives a sentence that is subject to mandatory supervision.
- b. The Specialist shall be an employee of the District Attorney's Office, preferably at a level equivalent to a paralegal or above.
- c. The Specialist shall report to a supervisor designated by the District Attorney's Office, preferably a Chief Assistant or Deputy District Attorney and agreed to by the Board.
- d. The District Attorney's Office (or his/her designee) and -the Board's Executive Officer (or his/her designee) shall meet as necessary to discuss the scope of work (SOW) or any other aspect of this contract.
- e. The Specialist shall have access to the necessary court records to monitor cases associated with any applications filed with the Board as they proceed through the adult and juvenile criminal justice systems. The Specialist must contact the Board's Restitution Analyst, immediately with specific information to prevent any potential overpayments on initial or subsequent applications, if it is discovered the victim or applicant is no longer eligible as defined under Government Code sections 13956 and/or 13954 as follows:
 - Involvement in the crime
 - Lack of cooperation with law enforcement or the Board
 - Felon

EXHIBIT A

SCOPE OF WORK

- f. When the Specialist receives notice an applicant filed for assistance from the Board prior to the associated offender being sentenced, the Specialist shall determine the amount of assistance granted by the Board, if any, and provide this information to the District Attorney's Office for the purpose of obtaining a restitution order. The Specialist shall not provide the benefit category/type when losses are being requested during the trial stage of a criminal proceeding. If additional information is necessary from the Board's application processing system during the trial stage, the Specialist must obtain approval from the Board.
- g. The District Attorney's Office shall submit the Board's payment information (initial and subsequent), as described under Exhibit A. 1a, to the court and request the court impose one or more of the following, as appropriate: a restitution fine; a diversion restitution fee; a probation revocation restitution fine; a parole revocation restitution fine; a post release community supervision revocation restitution fine; a mandatory supervision revocation restitution fine; a restitution order for an amount equal to that amount which the Board has paid on the associated application(s); and/or a restitution order for an amount "to be determined" (if the Board has not made a payment on the associated application(s)).
- h. If a case is forwarded to the probation department for completion of a pre-sentence investigation (PSI) report, the Specialist shall provide the Board's payment information and request that the probation department include the information in the PSI.
- i. The Specialist shall enter into the Board's Compensation and Restitution Computer System, Cares2, the final disposition status of juvenile and adult criminal cases associated with applications filed with the Board within thirty (30) calendar days of the judge imposing the restitution order and fine.
- j. After sentencing has occurred, the Specialist is required to ensure that the court's final decision (via the CR-110s and/or Minute Orders) is forwarded to the Board's Victim Pass Thru Unit, as well as the California Department of Corrections and Rehabilitation, Office of Victim and Survivor Rights' and Services (CDCR-OVSRS), or the local collection entity.
- k. The Specialist shall monitor in Cares2 the Board's applications associated with restitution orders imposed for an amount "to be determined" (TBD). The Specialist shall monitor TBD restitution orders via the Criminal Disposition Tracking System in the Post-Disposition Follow-Up Que. The Board's Custodian of Records (COR) shall assist the Specialist and other appropriate District Attorney's Office staff in preparing to have an offender returned to court for the imposition or modification of a restitution order by providing redacted bills, when necessary to substantiate any restitution orders requested. The Specialist shall notify the Board when it declines to seek a removal order to have an inmate transported to court for the imposition or modification of a restitution order when the amount of restitution sought is greater than \$1,500.
- l. The Specialist shall respond to the Board on probate-related matters within three (3) business days of a request for imposed and/or outstanding restitution fine information, order information, and offender information.
- m. The Specialist will cooperate with CDCR staff in the modification of restitution orders.
- n. The Specialist shall notify the Board's Restitution Analyst, upon discovery, that the applicant has filed a civil suit, vehicle insurance claim, Workers' Compensation claim, or any other type of

EXHIBIT A

SCOPE OF WORK

recovery that could be used to offset losses the applicant may have incurred as a direct result of the crime.

- o. The Specialist shall respond to the Board's COR on restitution-related matters and/or the Board's Hearing and Appeals staff within three (3) business days of a request.
- p. The Specialist shall facilitate contact, provide training, and attend meetings between the county collection entity(ies) to discuss ways of ensuring the collection of, as well as increasing the collections of, restitution orders and fines.
- q. The Specialist shall serve as a county resource on restitution issues, statutes, and case law.
- r. The Specialist and his/her supervisor shall review and acknowledge all Board's policies as referenced in Exhibit D and Attachments outlined on the front cover of this contract (Std. 213), in accordance with the duties being perform under this contract.
- s. The Specialist must perform the work described in the SOW, Exhibit A. The Specialist shall document his/her time and activities by using the CalVCB CRC Specialist Monthly Activity Timesheet, Exhibit E. The District Attorney's Office shall bill the Board only for the actual percentage of time the Specialist devotes to Board activities.

2. The project representatives during the term of this contract will be:

Requesting Agency: California Victim Compensation Board	County of Sonoma DA's Office
Name: Valinda Roberts, Deputy Executive Officer Administration and Finance Division	Name: Michelle Carstensen
Phone: (916) 491-3505	Phone: 707-565-2822
Fax: (916) 491- 6420	Fax:
Email: Restitution@victims.ca.gov	Email: michelle.carstensen@sonoma-county.org

For additional information, direct your inquiries to:

CalVCB CRC Liaison:	Name: Tammy Newton
	Email: Tammy.Newton@victims.ca.gov
	Phone: (916) 491-3678
CalVCB Contract Section:	Name: Ryan Metzger, Contract Analyst
	Email: Ryan.Metzger@victims.ca.gov
	Phone: (916) 491- 3877
CalVCB Accounting/Billing:	Name: Lynnette Freitag, Accounting Manager
	Email: Lynnette.Freitag@victims.ca.gov
	Phone: (916) 491-3709

EXHIBIT B

BUDGET DETAIL AND PROVISIONS

1. INVOICING AND PAYMENT

- a. For services satisfactorily rendered, and upon receipt and approval of the invoices, the Board agrees to compensate the District Attorney's Office for actual expenditures permitted by the terms of this contract, and as reflected in the attached budget.
- b. Invoices shall include the contract number, billing month and year, employee name, position/classification, time base, salary and/or hourly rate, benefits, and all other applicable line items as reflected in the budget (Exhibit B-1). The District Attorney's Office will not invoice for more than the actual time the staff person(s) has devoted to the Board in a specific month. The District Attorney's Office shall submit the following backup documentation with their invoices:
 - CalVCB Monthly Activity Timesheet, Exhibit E, for each employee for the time period billed;
 - County timesheets for each employee for the time period billed;
 - Copy of the County's Accounting or Human Resources report displaying the salaries/wages and itemized benefits actually paid to each employee for the time period billed;
 - Itemize all operating and overhead expenses for the time period billed.
- c. Invoices and backup documentation shall be mailed no later than the 15th of the month to:

California Victim Compensation Board
Attn: Accounting Section
P. O. Box 1348
Sacramento, CA 95812-1348
- d. Failure to provide the required documentation may result in the delay of processing the invoice and/or denial of payment.
- e. The District Attorney's Office shall submit an invoice for the month of June within thirty (30) calendar days after June 30th of each year during the term of this contract. The final reimbursement to the District Attorney's Office shall be contingent upon the receipt and approval of the final year-end invoice received by the Board.

2. 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 contract does not appropriate sufficient funds for the program, this contract shall be of no further force and effect. In this event, the Board shall have no liability to pay any funds to the District Attorney's Office or to furnish any other considerations under this contract and the District Attorney's Office shall not be obligated to perform any provisions of this contract.
- b. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the Board shall have the option to either cancel this contract with no liability occurring to the Board, or offer an amendment to the contract to the District Attorney's Office to reflect the reduced amount.

EXHIBIT B

BUDGET DETAIL AND PROVISIONS

- c. The District Attorney's Office shall be paid by the Board from the Restitution Fund. Any payments shall be contingent upon the availability of funds in the Restitution Fund. Any funds paid shall not be a charge upon any federal monies or state General Fund monies. Funds provided under this contract are not to be used for other activities and shall not be used to supplant those activities currently provided by county funds, or grants administered by the Public Safety and Victim Services Division, Office of Emergency Services.
- d. The Board reserves the right to disencumber contract monies at any time during the contractual relationship for reasons substantiated by the Board. Notification will be provided to the county before any action is taken.

3. PROMPT PAYMENT CLAUSE

The Board shall pay all properly submitted, undisputed invoices within thirty (45) days of receipt, in accordance with Chapter 4.5 of the Government Code Section 927.

4. PERIOD OF PERFORMANCE

The period of performance for this contract shall be two (2) years. Any and all amendments to this agreement shall be made in writing.

5. COST LIMITATION

The total amount of this agreement shall not exceed \$75,586.00 for fiscal year 2017/2018 and \$75,586.00 for fiscal year 2018/2019. Funding shall be contingent upon availability of funds and shall be at the sole discretion of the Board. The funding of this contract may be changed by written amendment to the contract, upon approval of the Board.

The District Attorney's Office shall submit a budget for Fiscal Year 2017/2018 by September 1, 2017 with this contract. The District Attorney's Office shall submit a proposed budget for Fiscal Year 2018/2019 no later than September 1, 2018. The CRC manager or designee shall provide written approval of the proposed budget(s) and any subsequent modification(s).

6. REDUCTION OF CONTRACT AMOUNT

The Board reserves the right to reduce the amount of the contract if the Board's fiscal monitoring indicates that the District Attorney's Office rate of expenditure will result in unspent funds at the end of the fiscal year or when deemed necessary. If a reduction does occur, the Board will provide a written explanation to the District Attorney's Office within thirty (30) days of said decision.

7. OPERATING EXPENSES

- a. The District Attorney's Office may charge expenses to various line-item as part of their operating expenses, such as supplies, rent, utilities, postage, telephone, travel, etc. Such expenses are generally identified as "direct costs." The District Attorney's Office shall ensure that expenses classified as "direct cost" are not included in the "indirect cost" or "overhead" category. Indirect costs are those costs that are incurred for a common or joint purpose or a cost that is not directly

EXHIBIT B

BUDGET DETAIL AND PROVISIONS

identifiable to the District Attorney's Office. The Board reserves the right to deny any expenses that are deemed ineligible by the state.

- b. The District Attorney's Office shall submit a copy of the indirect cost allocation plan with their budget demonstrating how and which operating expense line items are included in the calculate of the indirect cost rate. All costs included in the plan must be supported by formal accounting records which substantiate the propriety of such charges. Indirect costs will be reimbursed at a maximum rate of ten (10) percent of the total salary and fringe benefits.
- c. The Board reserves the right to deny any monetary adjustments to the contract due to Cost of Living Adjustments (COLAs) issued by the county.

EXHIBIT B-1
BUDGET PAGE

Place Holder

EXHIBIT C

GENERAL TERMS AND CONDITIONS

PLEASE NOTE: The General Terms and Conditions will be included in the contract by reference to Internet site <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. PERSONNEL SERVICES

- a. The District Attorney's Office shall ensure that there is sufficient staff to perform the services required under this contract. The District Attorney's Office shall notify the Board of the resignation or termination of any staff person assigned to perform the functions of this contract within five (5) business days of being notified of the resignation of that person or of issuing the notice of termination.
- b. The District Attorney's Office shall obtain written authorization prior to filling vacant or new positions, prior to upgrading the classification of a position, prior to changing the time base of existing positions even though funding was previously requested and made part of the budget, and prior to making any staffing change that may affect the provision of services under this contract. Approval for filling the vacant or new positions, upgrading the classification, and/or changing the timebase will be based upon the Board's review of the District Attorney's Office's workload and upon funding availability within the contract amount.
- c. The District Attorney's Office shall obtain the Board's prior written permission if staff persons assigned to functions under this contract will perform any other county function that will change the percentage of time devoted to the Board as reflected in the budget (Exhibit B-1). Should the District Attorney's Office assign a staff person to perform functions other than those described in Exhibit A (SOW), the District Attorney's Office shall request written authorization ten (10) days prior to the staff person(s) beginning other county functions. The Board shall not reimburse the District Attorney's Office for other duties performed outside the scope of the contract, or the percentage of time devoted to Board activities. The District Attorney's Office shall submit a revised budget to the Board, for approval, reflecting the actual percentage of time the staff person(s) will devote to Board activities.
- d. The District Attorney's Office shall notify the Board when a staff person assigned to perform the functions of this contract has been absent, or is expected to be absent, for any reason, longer than two (2) weeks. When the staff person retires or is on leave, including vacation, sick, and annual leave, the Board shall compensate the District Attorney's Office for that period of time only if the staff person accrued the leave during the time the staff person was assigned to perform the functions described in this contract. Further, the District Attorney's Office agrees to provide, at the Board's request, documentation verifying leave accrued under the contract.
- e. The District Attorney's Office shall ensure the staff persons assigned to the functions under this contract does not participate in criminal investigations or prosecution.
- f. For each staff person(s) performing services under this contract, the District Attorney's Office shall provide the name, business address, telephone number, e-mail address, job title and description of duties, the name of his/her supervisor, the names of staff supervised, and any other information required by the Board.
- g. The Specialist may work overtime but it must be noted on the CalVCB Monthly Activity Timesheet with an explanation as to why the overtime was necessary. The Board reserves the option of not reimbursing overtime that exceeds the approved budget for the fiscal year.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

2. PERFORMANCE ASSESSMENT

- a. The Board may assess and evaluate the Specialists performance based on data from Cares2.
- b. The Board reserves the right to revoke the logon of any District Attorney's Office staff whose performance is consistently poor or below average based on the performance criteria used by the Board or who does not comply with the contract provisions. The Board may subsequently agree to allow any such employee to work under this agreement. The Board may monitor performance under the contract and report performance to the Specialist and their supervisor/manager.
- c. The Board may set performance and production expectations or goals for the Specialist related to the fulfillment of the services in this contract. Those expectations may include, but are not limited to: specific time frames for completion of work, specific amounts of work to be completed within given time frames, and specific standards for the quality of work to be performed. The Board will provide written notice of the performance and production expectations to the Specialist and their supervisor/manager. If the Specialist fails to achieve the performance and production expectations set by the Board within ninety (90) days of receipt of written notice, the Board may reduce the amount of the contract or terminate the contract upon an additional thirty (30) days' notice.

3. PROGRAM EVALUATION AND MONITORING

The Specialist shall make available to the Board, and its representatives, for purposes of inspection, audit and review, any and all of its books, papers, documents, financial records and other records pertaining to the operation of this contract. The records shall be available for inspection and review during regular business hours throughout the term of this contract, and for a period of three (3) years after the expiration of the term of this contract.

4. JOB-RELATED TRAVEL

- a. Where the Board anticipates meetings or training classes in Sacramento, only the primary Specialist(s) (no supervisors) may be approved for reimbursement of travel expenses. All expenses shall be reimbursed in accordance with the allocation reflected in the travel line-item of the contract budget so long as the reimbursement is consistent with the Instructions for Completing Monthly Invoices (Attachment VI).
- b. Prior written authorization must be obtained from the Board to attend restitution and/or collection related training, conferences, or to travel for other purposes not directly related to the performance of this contract. Absent such prior approval, the Board reserves the option of not reimbursing the expenses.

5. MOVING

- a. The Board shall not reimburse any costs associated with the relocation of the District Attorney's Office staff performing under this contract.
- b. The District Attorney's Office shall obtain written authorization from the Board to relocate computer terminals sixty (60) calendar days before any planned relocation. Written notification should be

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

addressed to the attention of the Revenue Recovery Manager, Administration and Finance Division, California Victim Compensation Board, P. O. Box 1348, Sacramento, CA 95812-1348; or emailed to: BSSSupport@victims.ca.gov.

- c. Notification of relocation shall include the new address, including room number and the name, title, address, and phone number of a contact person who is responsible for telephone line and computer/electrical cable installation.
- d. Failure of the District Attorney's Office to obtain prior authorization may result in the District Attorney's Office's inability to perform functions of the contract for a period of time. The Board will not reimburse the District Attorney's Office for lost production time.

6. REGULATIONS AND GUIDELINES

All parties agree to abide by all applicable federal and state laws and regulations and Board guidelines, directives and memos as they pertain to the performance of this contract.

7. UTILIZATION OF COMPUTER SYSTEM

The District Attorney's Office shall ensure that all District Attorney's Office staff performing duties described in this contract comply with Board policies, guidelines, procedures, directives, and memos pertaining to the use of Cares2, regardless of whether or not the services of such staff persons are paid for by the Board. The Board reserves the right to revoke access to Cares2 at any time and to amend this agreement to align with changing or updated requirements around the procurement, usage, disposition, and security of State IT assets, which may include, but not be limited to, computers systems, software, and equipment.

8. EQUIPMENT

a. Written Request and Approval Prior to Purchase

The District Attorney's Office shall obtain prior written authorization from the Board in the acquisition of equipment (capitalized assets), including "modular furniture," even though funding may have been previously requested and made part of the budget for this contract. The Board reserves the option of not reimbursing the District Attorney's Office for equipment purchases that are not requested or approved in writing prior to purchase.

The District Attorney's Office shall submit the request for equipment purchases on the County Purchase Request Form (Attachment VII) to the attention of the Board's Restitution Analyst, Administration and Finance Division, California Victim Compensation Board, P. O. Box 1348, Sacramento, CA 95812-1348.

b. Purchase of Information Technology Equipment

Costs for providing information technology equipment (as defined in State Administrative Manual Section 4819.2) including computer systems, software, printers, copiers, fax machines, and any associated maintenance contracts as well as monthly maintenance fees, as deemed necessary and

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

upon preapproval by the Board, shall be provided and/or reimbursed by the Board. Specifically, if the Board purchases equipment, then the Board will configure, and provide support for equipment and pre-installed software. If the District Attorney's Office purchases equipment, then the District Attorney's Office is responsible for its own configuration, installation, and support of those purchases, which may involve the purchase of a maintenance service contract with the vendor. The Board strongly recommends purchasing a maintenance agreement that provides on-site support within 24 hours. The District Attorney's Office is responsible for budgeting dollars through this contract to cover those support and/or maintenance service contract costs. The Board is not a party to such contract.

All equipment reimbursed under this contract shall be the property of the Board and shall be identified with a state identification number. The District Attorney's Office shall ensure that no one other than a staff person who performs duties under this contract uses Board equipment.

The District Attorney's Office agrees to apply all security patches and upgrades, and keep anti-virus software executing and up-to-date on any machine on which Board data may be used. All machines must be configured to accept and apply software and security updates for all software installed on the computer. This includes the operating system, applications, programs, utilities, and anti-virus software.

If computer software is purchased under this contract, vendors shall certify that it has appropriate systems and controls in place to ensure that state funds are not used to acquire, operate, or maintain computer software in a manner that does not comply with applicable copyrights. If applicable, the Board reserves the right to access and audit all IT assets purchased or reimbursed under this agreement, including software equipment and computers, to ensure they are patched, used, and operating in a manner consistent with State policy and the terms of this contract.

All personal computers should use the following hardware, or an approved equivalent, which is the current standard for the Board:

- Intel 4th Generation Multi-Core i7 Processor
- 8 GB RAM
- 500 GB Hard Drive
- Network Port
- USB Port(s)
- 24" Flat Panel monitor
- USB Keyboard
- USB Mouse or Trackball

All personal computers should use the following software, or an approved equivalent, which is the current standard for the Board:

- Microsoft Windows 7 Enterprise Operating System
- Internet Explorer 11 or Edge **
- Windows Media Player **
- Microsoft Office 2010
 - Word
 - Excel

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- PowerPoint
- Outlook
- Adobe Reader
- Adobe Flash Player
- Java 8
- McAfee VirusScan Enterprise 8.8
- Verdiem Surveyor Client (Energy Management Software)

** Installed with the Operating System

The District Attorney's Office shall obtain prior written authorization from the Board prior to installing any equivalent or additional software on purchased or reimbursed equipment. Requests should be sent to: helpdesk@victims.ca.gov.

9. TERM OF CONTRACT

The period of performance for the contract will be July 1, 2017 through June 30, 2019.

10. INVENTORY

Capitalized assets and non-capitalized assets shall remain the property of the Board and shall bear identification tags supplied by the Board. The District Attorney's Office shall prepare an inventory listing as of June 30th of each year for the term of this contract, using the County Inventory Form (Attachment VIII). The completed form shall be submitted to the Board's Restitution Analyst in an electronic format by July 15th of each fiscal year.

The Board reserves the right to request current and complete inventory listings, and to remotely access (if applicable), for audit purposes, all IT equipment provided or procured through this contract.

In the event of termination of this contract, the Board shall take possession of its property. The District Attorney's Office shall hold those items (identified on the County Inventory Form) in storage until the Board retrieves its property. Payment of storage and retrieval shall be the responsibility of the Board.

All equipment procured or supplied under this contract will be the property of the Board and will be administered according to State policy for the duration of its lifecycle, from procurement through disposal. Equipment that has reached its functional end of life must be returned to the Board for disposal, unless preapproval is obtained from the Board for using an alternate method of disposal. All hard drives must be encrypted or cleansed prior to shipment. Contact the Board for instructions on handling, shipping, and disposal by sending an email to: helpdesk@victims.ca.gov.

11. CONFIDENTIALITY OF RECORDS

All financial, statistical, personal, technical and other data and information relating to the state's operations, which are designated confidential by the state and made available to the District Attorney's Office in order to carry out this contract, or which become available to the District Attorney's Office in carrying out this contract, shall be protected by the District Attorney's Office from unauthorized use and disclosure through observance of the same or more effective procedural requirements as applicable to the state. This includes the protection of any extractions of the Board's confidential data for another

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

purpose. Personally identifiable information shall be held in the strictest confidence, and shall not be disclosed except as required by law or specifically authorized by the Board (refer to the Board Information Security Policy, 17-008, Attachment I).

The Board's COR in Sacramento shall be notified when an applicant or an applicant's representative requests a copy of any document in or pertaining to the claimant's file. The District Attorney's Office shall not disclose any document pursuant to any such request unless authorized to do so by the Board's Executive Officer, Chief Deputy Executive Officer, or Chief Counsel.

The Board's Legal Office in Sacramento is to be immediately notified of any request made under the Public Records Act (Gov. Code, § 6250, et. seq.) for information received or generated in the performance of this contract. No record shall be disclosed pursuant to any such request unless authorized by the Board's Legal Division at (916) 491-3605.

The District Attorney's Office shall ensure that all staff is informed of and complies with the requirements of this provision and any direction given by the Board. The Specialist, their supervisor/manager, staff whose salary or a portion thereof is paid through this contract or who supervises staff members performing services under this contract shall be provided a copy of and shall be compliant with the Board's Confidentiality Statement (Attachment II).

The District Attorney's Office shall be responsible for any unauthorized disclosure by District Attorney's Office staff persons performing duties described in this contract, regardless of whether or not the services of such staff persons are paid for by the Board, and shall indemnify, defend and save harmless the state, its officers, agents and employees from any and all applications, losses, damages, penalties, fines, and attorney fees resulting from the unauthorized disclosure of the Board's records by such staff persons.

12. COMPLIANCE WITH BOARD POLICIES

The District Attorney's Office shall ensure that all staff reviews and complies with the requirements of the Board's Fraud Policy (Attachment III), Acceptable Use of Technology Resources Memo (Attachment XI), the CalVCB Privacy Policy (Attachment XII) and the CalVCB Password Policy (Attachment XIII). Staff is required to fill out and submit signed copies of the CalVCB Confidentiality Statement (Attachment II), the Board's Acknowledgement of Policies (Attachment V), and the Board Information Systems Security and Confidentiality Acknowledgement (Attachment X), to:

California Victim Compensation Board
Business Services Section
400 R Street Suite 400
Sacramento, CA 95811
Attn: Contracts

In the event that fraud is suspected, the Investigation Referral Form (Attachment IV) shall be completed and immediately submitted to:

California Victim Compensation Board
Legal Division
P.O. Box 350
Sacramento, CA 95812-0350

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

Additionally, the District Attorney's Office staff assigned to perform services for the Board must adhere to the following provisions in addition to all other policies and procedures set forth by the Board.

Staff should not:

- a. Attempt to access the Cares2 application from any location other than your assigned work location; this includes restrictions on working remotely.
- b. Share individual login ID and password with anyone else.
- c. Allow their computer to remember a password to the Cares2 application.
- d. Walk away from their computer without locking the screen (Ctrl-Alt-Delete).
- e. Send any Personally Identifiable Information (PII) via email. Staff should use application numbers, bill numbers and initials only (if necessary). Staff should use encrypted email if they must send email containing PII information.
- f. Leave documents with PII unattended on printers or fax machines, or in cubicles, offices or conference rooms.
- g. Visit untrusted websites or open any attachments or links from untrusted email.
- h. Uninstall or disable anti-virus software and automatic updates.
- i. Install any unauthorized or unlicensed software.
- j. Plug a mobile phone, personal USB drive or other peripheral device into the network system or desktop computer.
- k. Disclose any PII information to unauthorized users.
- l. Any virus attacks, security violations, and privacy breach, should be immediately reported to your county Information Security Officer, your supervisor, your Restitution Analyst, and the Restitution Recovery Manager. You must also notify the Board's Information Technology Division (ITD) by sending an email to: helpdesk@victims.ca.gov.

The District Attorney's Office staff may be required to complete the Information Technology Security Awareness and/or Privacy training. If these sessions are deemed necessary the Board will provide advance notice and coordinate the sessions with the District Attorney's Office. The users shall read and adhere to Board policies and procedures and are required to sign the applicable acknowledgment forms during hire and annually thereafter.

The District Attorney's Office shall be responsible for any unauthorized access or disclosure by District Attorney's Office staff persons performing duties described in this contract, regardless of whether or not the services of such staff persons are paid for by the Board, and shall indemnify, defend and save harmless the state, its officers, agents and employees from any and all applications, losses, damages, penalties, fines, and attorney fees resulting from the unauthorized disclosure of the Board records by such staff persons.

All other terms and conditions under this contract shall remain the same and in full force and effect.

13. SUBPOENAS

The District Attorney's Office is not the Custodian of Records for any of the materials it creates or receives pursuant to this contract. The District Attorney's Office shall post a notice in its receiving department or other appropriate place stating that subpoenas for all records from the Board must be personally served on the Board, Attn: Legal Division at P.O. Box 350 Sacramento, CA 95812-0350. The District Attorney's Office may also contact the Legal Division at (916) 491-3605 for further assistance.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

In cases where documents are being subpoenaed, the District Attorney's Office shall provide the Board with all responsive documents upon request in the most expedient manner to meet the time constraints of the subpoena, including the use of overnight express mail.

14. INCOMPATIBLE WORK ACTIVITIES

The District Attorney's Office staff assigned to perform services for the Board must not:

- a. Engage in any conduct that is clearly inconsistent, incompatible, or in conflict with, his or her assigned duties under the contract.
- b. Use information obtained while doing work under the contract for personal gain or the advantage of another person.
- c. Provide confidential information to anyone not authorized to receive the information. Confidential information obtained during the performance of contract duties must be held in strict confidence.
- d. Provide or use the names of persons or records of the Board for a mailing list which has not been authorized by the Board.
- e. Represent him or herself as a Board employee.
- f. Take any action with regard to a Board applicant, or restitution matter with the intent to obtain private gain or advantage.
- g. Involve him or herself in the handling of any application or restitution matter when he or she has a relationship (business or personal) with an applicant or other interested party.
- h. Knowingly initiate any contact with an applicant, person for whom restitution may be sought, or person against whom restitution may be collected, unless the contact is for the purposes of carrying out the services under this contract and is done in an appropriate manner.

It shall be the District Attorney's Office's responsibility to ensure that every staff person assigned to provide contracted services to the Board is made aware of and abides by this provision. If an assigned staff person is unwilling or unable to abide by this provision, the staff person shall no longer be assigned to perform the services required by the contract. Any questions should be directed to the Board's Legal Division at (916) 491-3605.

15. RETENTION OF RECORDS

The District Attorney's Office will scan all case documents and retain the documents for 365 days from the scan date. The documents will be destroyed after the 365 days has past via confidential destruct. The electronic records will be retained for 25 years thereafter.

16. SUBCONTRACTING

All subcontracting must comply with the requirements of the State Contracting Manual, Section 3.06. Nothing contained in this agreement or otherwise, shall create any contractual relation between the state and any subcontractors, and no subcontract shall relieve the District Attorney's Office of his responsibilities and obligations hereunder. The District Attorney's Office agrees to be as fully responsible to the state for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the District Attorney's Office. The District Attorney's Office's obligation to pay its sub-contractors is an independent obligation from the state's obligation to make payments to the District Attorney's Office. As a result, the state shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

17. TERMINATION FOR CONVENIENCE

The Board or the District Attorney reserves the right to terminate this contract upon thirty (30) days written notice to the other party. In such an event, the District Attorney's Office shall be compensated for actual costs incurred in accordance with the terms of this contract up to the date of termination. Invoicing of the above mentioned costs must be submitted to the Board within thirty (30) calendar days of the date of termination.

EXHIBIT A

SCOPE OF WORK

The California Victim Compensation Board (hereinafter, "the Board") and the District Attorney's Office agree that the intent of this contract is to establish a positive, collaborative relationship for effective operation of California's criminal restitution system.

1. SCOPE OF WORK

The Board and the District Attorney's Office agree that:

- a. The Criminal Restitution Compact (CRC) Restitution Specialist (hereinafter, "Specialist") shall assist the prosecuting attorney to ensure proper imposition of the following:
 - i. Restitution orders in all cases involving an applicant who has filed an application with the Board and where monies have been paid or are expected to be paid on behalf of the direct victim or any other applicant;
 - ii. Restitution fines on all convicted offenders;
 - iii. Parole revocation restitution fines in all cases in which the offender receives a sentence that includes a period of parole;
 - iv. Diversion restitution fees in all cases in which the offender is diverted;
 - v. Probation revocation restitution fines in all cases in which the offender receives a sentence that includes a period of probation;
 - vi. Post-release community supervision revocation restitution fines in all cases in which the offender receives a sentence that is subject to post-release community supervision; and
 - vii. Mandatory supervision restitution revocation fines in all cases in which the offender receives a sentence that is subject to mandatory supervision.
- b. The Specialist shall be an employee of the District Attorney's Office, preferably at a level equivalent to a paralegal or above.
- c. The Specialist shall report to a supervisor designated by the District Attorney's Office, preferably a Chief Assistant or Deputy District Attorney and agreed to by the Board.
- d. The District Attorney's Office (or his/her designee) and the Board's Executive Officer (or his/her designee) shall meet as necessary to discuss the scope of work (SOW) or any other aspect of this contract.
- e. The Specialist shall have access to the necessary court records to monitor cases associated with any applications filed with the Board as they proceed through the adult and juvenile criminal justice systems. The Specialist must contact the Board's Restitution Analyst, immediately with specific information to prevent any potential overpayments on initial or subsequent applications, if it is discovered the victim or applicant is no longer eligible as defined under Government Code sections 13956 and/or 13954 as follows:
 - Involvement in the crime
 - Lack of cooperation with law enforcement or the Board
 - Felon

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

AGREEMENT NUMBER

VC-7086

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

CALIFORNIA VICTIM COMPENSATION BOARD

CONTRACTOR'S NAME

COUNTY OF SONOMA, DISTRICT ATTORNEY'S OFFICE

2 The term of this **JULY 1, 2017** through **JUNE 30, 2019**
 Agreement is:

3. The maximum amount **\$151,172.00**
 of this Agreement is: **One Hundred Fifty One Thousand One Hundred Seventy Two Dollars**

4. 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	3 Pages
Exhibit B – Budget Detail and Payment Provisions	3 Pages
Exhibit B-1 – Budget Page	1 Page
Exhibit C* – General Terms and Conditions (GTC 04/2017)	1 Page
Exhibit D – Special Terms and Conditions	9 Pages
Exhibit E – CalVCB CRC Specialist Monthly Activity Timesheet	1 Page
Attachment I – CalVCB Information Security Policy (Memo 17-008)	6 Pages
Attachment II – CalVCB Confidentiality Statement and Certification	3 Pages
Attachment III – CalVCB Fraud Policy (Memo 13-001)	2 Pages
Attachment IV – Investigation Referral Form	3 Pages
Attachment V – CalVCB Acknowledgement of Policies	1 Page
Attachment VI – Instructions for Completing Monthly Invoices	3 Pages
Attachment VII – County Purchase Request Form and Instructions	3 Pages
Attachment VIII – CalVCB County Inventory Form	1 Page
Attachment IX – CalVCB Asset Identification Form	2 Pages
Attachment X – Information Systems Security and Confidentiality Acknowledgement	1 Pages
Attachment XI – Acceptable Use of Technology Resources (Memo 17-005)	5 Pages
Attachment XII – Privacy Policy (Memo 17-010)	4 Pages
Attachment XIII – CalVCB Password Policy (Memo 17-012)	6 Pages

Items shown with an Asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>*

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		<i>California Department of General Services Use Only</i>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)		
COUNTY OF SONOMA, DISTRICT ATTORNEY'S OFFICE		
BY (Authorized Signature)	DATE SIGNED(Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
600 Administration Dr, Room 212-J, Santa Rosa, CA 95403		
STATE OF CALIFORNIA		
AGENCY NAME		
CALIFORNIA VICTIM COMPENSATION BOARD		
BY (Authorized Signature)		
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
JULIE NAUMAN, EXECUTIVE OFFICER		
ADDRESS		
400 R STREET, SUITE 500, SACRAMENTO, CA 95811		

Exempt per:

EXHIBIT A

SCOPE OF WORK

- f. When the Specialist receives notice an applicant filed for assistance from the Board prior to the associated offender being sentenced, the Specialist shall determine the amount of assistance granted by the Board, if any, and provide this information to the District Attorney's Office for the purpose of obtaining a restitution order. The Specialist shall not provide the benefit category/type when losses are being requested during the trial stage of a criminal proceeding. If additional information is necessary from the Board's application processing system during the trial stage, the Specialist must obtain approval from the Board.
- g. The District Attorney's Office shall submit the Board's payment information (initial and subsequent), as described under Exhibit A.1a, to the court and request the court impose one or more of the following, as appropriate: a restitution fine; a diversion restitution fee; a probation revocation restitution fine; a parole revocation restitution fine; a post release community supervision revocation restitution fine; a mandatory supervision revocation restitution fine; a restitution order for an amount equal to that amount which the Board has paid on the associated application(s); and/or a restitution order for an amount "to be determined" (if the Board has not made a payment on the associated application(s)).
- h. If a case is forwarded to the probation department for completion of a pre-sentence investigation (PSI) report, the Specialist shall provide the Board's payment information and request that the probation department include the information in the PSI.
- i. The Specialist shall enter into the Board's Compensation and Restitution Computer System, Cares2, the final disposition status of juvenile and adult criminal cases associated with applications filed with the Board within thirty (30) calendar days of the judge imposing the restitution order and fine.
- j. After sentencing has occurred, the Specialist is required to ensure that the court's final decision (via the CR-110s and/or Minute Orders) is forwarded to the Board's Victim Pass Thru Unit, as well as the California Department of Corrections and Rehabilitation, Office of Victim and Survivor Rights' and Services (CDCR-OVSRS), or the local collection entity.
- k. The Specialist shall monitor in Cares2 the Board's applications associated with restitution orders imposed for an amount "to be determined" (TBD). The Specialist shall monitor TBD restitution orders via the Criminal Disposition Tracking System in the Post-Disposition Follow-Up Que. The Board's Custodian of Records (COR) shall assist the Specialist and other appropriate District Attorney's Office staff in preparing to have an offender returned to court for the imposition or modification of a restitution order by providing redacted bills, when necessary to substantiate any restitution orders requested. The Specialist shall notify the Board when it declines to seek a removal order to have an inmate transported to court for the imposition or modification of a restitution order when the amount of restitution sought is greater than \$1,500.
- l. The Specialist shall respond to the Board on probate-related matters within three (3) business days of a request for imposed and/or outstanding restitution fine information, order information, and offender information.
- m. The Specialist will cooperate with CDCR staff in the modification of restitution orders.
- n. The Specialist shall notify the Board's Restitution Analyst, upon discovery, that the applicant has filed a civil suit, vehicle insurance claim, Workers' Compensation claim, or any other type of

EXHIBIT A

SCOPE OF WORK

recovery that could be used to offset losses the applicant may have incurred as a direct result of the crime.

- o. The Specialist shall respond to the Board's COR on restitution-related matters and/or the Board's Hearing and Appeals staff within three (3) business days of a request.
- p. The Specialist shall facilitate contact, provide training, and attend meetings between the county collection entity(ies) to discuss ways of ensuring the collection of, as well as increasing the collections of, restitution orders and fines.
- q. The Specialist shall serve as a county resource on restitution issues, statutes, and case law.
- r. The Specialist and his/her supervisor shall review and acknowledge all Board's policies as referenced in Exhibit D and Attachments outlined on the front cover of this contract (Std. 213), in accordance with the duties being perform under this contract.
- s. The Specialist must perform the work described in the SOW, Exhibit A. The Specialist shall document his/her time and activities by using the CalVCB CRC Specialist Monthly Activity Timesheet, Exhibit E. The District Attorney's Office shall bill the Board only for the actual percentage of time the Specialist devotes to Board activities.

2. The project representatives during the term of this contract will be:

Requesting Agency: California Victim Compensation Board	County of Sonoma DA's Office
Name: Valinda Roberts, Deputy Executive Officer Administration and Finance Division	Name: Michelle Carstensen
Phone: (916) 491-3505	Phone: 707-565-2822
Fax: (916) 491- 6420	Fax:
Email: Restitution@victims.ca.gov	Email: michelle.carstensen@sonoma-county.org

For additional information, direct your inquiries to:

CalVCB CRC Liaison:	Name: Tammy Newton
	Email: Tammy.Newton@victims.ca.gov
	Phone: (916) 491-3678
CalVCB Contract Section:	Name: Ryan Metzger, Contract Analyst
	Email: Ryan.Metzger@victims.ca.gov
	Phone: (916) 491- 3877
CalVCB Accounting/Billing:	Name: Lynnette Freitag, Accounting Manager
	Email: Lynnette.Freitag@victims.ca.gov
	Phone: (916) 491-3709

EXHIBIT B

BUDGET DETAIL AND PROVISIONS

1. INVOICING AND PAYMENT

- a. For services satisfactorily rendered, and upon receipt and approval of the invoices, the Board agrees to compensate the District Attorney's Office for actual expenditures permitted by the terms of this contract, and as reflected in the attached budget.
- b. Invoices shall include the contract number, billing month and year, employee name, position/classification, time base, salary and/or hourly rate, benefits, and all other applicable line items as reflected in the budget (Exhibit B-1). The District Attorney's Office will not invoice for more than the actual time the staff person(s) has devoted to the Board in a specific month. The District Attorney's Office shall submit the following backup documentation with their invoices:
 - CalVCB Monthly Activity Timesheet, Exhibit E, for each employee for the time period billed;
 - County timesheets for each employee for the time period billed;
 - Copy of the County's Accounting or Human Resources report displaying the salaries/wages and itemized benefits actually paid to each employee for the time period billed;
 - Itemize all operating and overhead expenses for the time period billed.
- c. Invoices and backup documentation shall be mailed no later than the 15th of the month to:

California Victim Compensation Board
Attn: Accounting Section
P. O. Box 1348
Sacramento, CA 95812-1348
- d. Failure to provide the required documentation may result in the delay of processing the invoice and/or denial of payment.
- e. The District Attorney's Office shall submit an invoice for the month of June within thirty (30) calendar days after June 30th of each year during the term of this contract. The final reimbursement to the District Attorney's Office shall be contingent upon the receipt and approval of the final year-end invoice received by the Board.

2. 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 contract does not appropriate sufficient funds for the program, this contract shall be of no further force and effect. In this event, the Board shall have no liability to pay any funds to the District Attorney's Office or to furnish any other considerations under this contract and the District Attorney's Office shall not be obligated to perform any provisions of this contract.
- b. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the Board shall have the option to either cancel this contract with no liability occurring to the Board, or offer an amendment to the contract to the District Attorney's Office to reflect the reduced amount.

EXHIBIT B

BUDGET DETAIL AND PROVISIONS

- c. The District Attorney's Office shall be paid by the Board from the Restitution Fund. Any payments shall be contingent upon the availability of funds in the Restitution Fund. Any funds paid shall not be a charge upon any federal monies or state General Fund monies. Funds provided under this contract are not to be used for other activities and shall not be used to supplant those activities currently provided by county funds, or grants administered by the Public Safety and Victim Services Division, Office of Emergency Services.
- d. The Board reserves the right to disencumber contract monies at any time during the contractual relationship for reasons substantiated by the Board. Notification will be provided to the county before any action is taken.

3. PROMPT PAYMENT CLAUSE

The Board shall pay all properly submitted, undisputed invoices within thirty (45) days of receipt, in accordance with Chapter 4.5 of the Government Code Section 927.

4. PERIOD OF PERFORMANCE

The period of performance for this contract shall be two (2) years. Any and all amendments to this agreement shall be made in writing.

5. COST LIMITATION

The total amount of this agreement shall not exceed \$75,586.00 for fiscal year 2017/2018 and \$75,586.00 for fiscal year 2018/2019. Funding shall be contingent upon availability of funds and shall be at the sole discretion of the Board. The funding of this contract may be changed by written amendment to the contract, upon approval of the Board.

The District Attorney's Office shall submit a budget for Fiscal Year 2017/2018 by September 1, 2017 with this contract. The District Attorney's Office shall submit a proposed budget for Fiscal Year 2018/2019 no later than September 1, 2018. The CRC manager or designee shall provide written approval of the proposed budget(s) and any subsequent modification(s).

6. REDUCTION OF CONTRACT AMOUNT

The Board reserves the right to reduce the amount of the contract if the Board's fiscal monitoring indicates that the District Attorney's Office rate of expenditure will result in unspent funds at the end of the fiscal year or when deemed necessary. If a reduction does occur, the Board will provide a written explanation to the District Attorney's Office within thirty (30) days of said decision.

7. OPERATING EXPENSES

- a. The District Attorney's Office may charge expenses to various line-item as part of their operating expenses, such as supplies, rent, utilities, postage, telephone, travel, etc. Such expenses are generally identified as "direct costs." The District Attorney's Office shall ensure that expenses classified as "direct cost" are not included in the "indirect cost" or "overhead" category. Indirect costs are those costs that are incurred for a common or joint purpose or a cost that is not directly

EXHIBIT B

BUDGET DETAIL AND PROVISIONS

identifiable to the District Attorney's Office. The Board reserves the right to deny any expenses that are deemed ineligible by the state.

- b. The District Attorney's Office shall submit a copy of the indirect cost allocation plan with their budget demonstrating how and which operating expense line items are included in the calculate of the indirect cost rate. All costs included in the plan must be supported by formal accounting records which substantiate the propriety of such charges. Indirect costs will be reimbursed at a maximum rate of ten (10) percent of the total salary and fringe benefits.
- c. The Board reserves the right to deny any monetary adjustments to the contract due to Cost of Living Adjustments (COLAs) issued by the county.

EXHIBIT B-1
BUDGET PAGE

Place Holder

EXHIBIT C

GENERAL TERMS AND CONDITIONS

PLEASE NOTE: The General Terms and Conditions will be included in the contract by reference to Internet site <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. PERSONNEL SERVICES

- a. The District Attorney's Office shall ensure that there is sufficient staff to perform the services required under this contract. The District Attorney's Office shall notify the Board of the resignation or termination of any staff person assigned to perform the functions of this contract within five (5) business days of being notified of the resignation of that person or of issuing the notice of termination.
- b. The District Attorney's Office shall obtain written authorization prior to filling vacant or new positions, prior to upgrading the classification of a position, prior to changing the time base of existing positions even though funding was previously requested and made part of the budget, and prior to making any staffing change that may affect the provision of services under this contract. Approval for filling the vacant or new positions, upgrading the classification, and/or changing the timebase will be based upon the Board's review of the District Attorney's Office's workload and upon funding availability within the contract amount.
- c. The District Attorney's Office shall obtain the Board's prior written permission if staff persons assigned to functions under this contract will perform any other county function that will change the percentage of time devoted to the Board as reflected in the budget (Exhibit B-1). Should the District Attorney's Office assign a staff person to perform functions other than those described in Exhibit A (SOW), the District Attorney's Office shall request written authorization ten (10) days prior to the staff person(s) beginning other county functions. The Board shall not reimburse the District Attorney's Office for other duties performed outside the scope of the contract, or the percentage of time devoted to Board activities. The District Attorney's Office shall submit a revised budget to the Board, for approval, reflecting the actual percentage of time the staff person(s) will devote to Board activities.
- d. The District Attorney's Office shall notify the Board when a staff person assigned to perform the functions of this contract has been absent, or is expected to be absent, for any reason, longer than two (2) weeks. When the staff person retires or is on leave, including vacation, sick, and annual leave, the Board shall compensate the District Attorney's Office for that period of time only if the staff person accrued the leave during the time the staff person was assigned to perform the functions described in this contract. Further, the District Attorney's Office agrees to provide, at the Board's request, documentation verifying leave accrued under the contract.
- e. The District Attorney's Office shall ensure the staff persons assigned to the functions under this contract does not participate in criminal investigations or prosecution.
- f. For each staff person(s) performing services under this contract, the District Attorney's Office shall provide the name, business address, telephone number, e-mail address, job title and description of duties, the name of his/her supervisor, the names of staff supervised, and any other information required by the Board.
- g. The Specialist may work overtime but it must be noted on the CalVCB Monthly Activity Timesheet with an explanation as to why the overtime was necessary. The Board reserves the option of not reimbursing overtime that exceeds the approved budget for the fiscal year.

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2. PERFORMANCE ASSESSMENT

- a. The Board may assess and evaluate the Specialists performance based on data from Cares2.
- b. The Board reserves the right to revoke the logon of any District Attorney's Office staff whose performance is consistently poor or below average based on the performance criteria used by the Board or who does not comply with the contract provisions. The Board may subsequently agree to allow any such employee to work under this agreement. The Board may monitor performance under the contract and report performance to the Specialist and their supervisor/manager.
- c. The Board may set performance and production expectations or goals for the Specialist related to the fulfillment of the services in this contract. Those expectations may include, but are not limited to: specific time frames for completion of work, specific amounts of work to be completed within given time frames, and specific standards for the quality of work to be performed. The Board will provide written notice of the performance and production expectations to the Specialist and their supervisor/manager. If the Specialist fails to achieve the performance and production expectations set by the Board within ninety (90) days of receipt of written notice, the Board may reduce the amount of the contract or terminate the contract upon an additional thirty (30) days' notice.

3. PROGRAM EVALUATION AND MONITORING

The Specialist shall make available to the Board, and its representatives, for purposes of inspection, audit and review, any and all of its books, papers, documents, financial records and other records pertaining to the operation of this contract. The records shall be available for inspection and review during regular business hours throughout the term of this contract, and for a period of three (3) years after the expiration of the term of this contract.

4. JOB-RELATED TRAVEL

- a. Where the Board anticipates meetings or training classes in Sacramento, only the primary Specialist(s) (no supervisors) may be approved for reimbursement of travel expenses. All expenses shall be reimbursed in accordance with the allocation reflected in the travel line-item of the contract budget so long as the reimbursement is consistent with the Instructions for Completing Monthly Invoices (Attachment VI).
- b. Prior written authorization must be obtained from the Board to attend restitution and/or collection related training, conferences, or to travel for other purposes not directly related to the performance of this contract. Absent such prior approval, the Board reserves the option of not reimbursing the expenses.

5. MOVING

- a. The Board shall not reimburse any costs associated with the relocation of the District Attorney's Office staff performing under this contract.
- b. The District Attorney's Office shall obtain written authorization from the Board to relocate computer terminals sixty (60) calendar days before any planned relocation. Written notification should be

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addressed to the attention of the Revenue Recovery Manager, Administration and Finance Division, California Victim Compensation Board, P. O. Box 1348, Sacramento, CA 95812-1348; or emailed to: BSSSupport@victims.ca.gov.

- c. Notification of relocation shall include the new address, including room number and the name, title, address, and phone number of a contact person who is responsible for telephone line and computer/electrical cable installation.
- d. Failure of the District Attorney's Office to obtain prior authorization may result in the District Attorney's Office's inability to perform functions of the contract for a period of time. The Board will not reimburse the District Attorney's Office for lost production time.

6. REGULATIONS AND GUIDELINES

All parties agree to abide by all applicable federal and state laws and regulations and Board guidelines, directives and memos as they pertain to the performance of this contract.

7. UTILIZATION OF COMPUTER SYSTEM

The District Attorney's Office shall ensure that all District Attorney's Office staff performing duties described in this contract comply with Board policies, guidelines, procedures, directives, and memos pertaining to the use of Cares2, regardless of whether or not the services of such staff persons are paid for by the Board. The Board reserves the right to revoke access to Cares2 at any time and to amend this agreement to align with changing or updated requirements around the procurement, usage, disposition, and security of State IT assets, which may include, but not be limited to, computers systems, software, and equipment.

8. EQUIPMENT

a. Written Request and Approval Prior to Purchase

The District Attorney's Office shall obtain prior written authorization from the Board in the acquisition of equipment (capitalized assets), including "modular furniture," even though funding may have been previously requested and made part of the budget for this contract. The Board reserves the option of not reimbursing the District Attorney's Office for equipment purchases that are not requested or approved in writing prior to purchase.

The District Attorney's Office shall submit the request for equipment purchases on the County Purchase Request Form (Attachment VII) to the attention of the Board's Restitution Analyst, Administration and Finance Division, California Victim Compensation Board, P. O. Box 1348, Sacramento, CA 95812-1348.

b. Purchase of Information Technology Equipment

Costs for providing information technology equipment (as defined in State Administrative Manual Section 4819.2) including computer systems, software, printers, copiers, fax machines, and any associated maintenance contracts as well as monthly maintenance fees, as deemed necessary and

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upon preapproval by the Board, shall be provided and/or reimbursed by the Board. Specifically, if the Board purchases equipment, then the Board will configure, and provide support for equipment and pre-installed software. If the District Attorney's Office purchases equipment, then the District Attorney's Office is responsible for its own configuration, installation, and support of those purchases, which may involve the purchase of a maintenance service contract with the vendor. The Board strongly recommends purchasing a maintenance agreement that provides on-site support within 24 hours. The District Attorney's Office is responsible for budgeting dollars through this contract to cover those support and/or maintenance service contract costs. The Board is not a party to such contract.

All equipment reimbursed under this contract shall be the property of the Board and shall be identified with a state identification number. The District Attorney's Office shall ensure that no one other than a staff person who performs duties under this contract uses Board equipment.

The District Attorney's Office agrees to apply all security patches and upgrades, and keep anti-virus software executing and up-to-date on any machine on which Board data may be used. All machines must be configured to accept and apply software and security updates for all software installed on the computer. This includes the operating system, applications, programs, utilities, and anti-virus software.

If computer software is purchased under this contract, vendors shall certify that it has appropriate systems and controls in place to ensure that state funds are not used to acquire, operate, or maintain computer software in a manner that does not comply with applicable copyrights. If applicable, the Board reserves the right to access and audit all IT assets purchased or reimbursed under this agreement, including software equipment and computers, to ensure they are patched, used, and operating in a manner consistent with State policy and the terms of this contract.

All personal computers should use the following hardware, or an approved equivalent, which is the current standard for the Board:

- Intel 4th Generation Multi-Core i7 Processor
- 8 GB RAM
- 500 GB Hard Drive
- Network Port
- USB Port(s)
- 24" Flat Panel monitor
- USB Keyboard
- USB Mouse or Trackball

All personal computers should use the following software, or an approved equivalent, which is the current standard for the Board:

- Microsoft Windows 7 Enterprise Operating System
- Internet Explorer 11 or Edge **
- Windows Media Player **
- Microsoft Office 2010
 - Word
 - Excel

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- PowerPoint
- Outlook
- Adobe Reader
- Adobe Flash Player
- Java 8
- McAfee VirusScan Enterprise 8.8
- Verdiem Surveyor Client (Energy Management Software)

** Installed with the Operating System

The District Attorney's Office shall obtain prior written authorization from the Board prior to installing any equivalent or additional software on purchased or reimbursed equipment. Requests should be sent to: helpdesk@victims.ca.gov.

9. TERM OF CONTRACT

The period of performance for the contract will be July 1, 2017 through June 30, 2019.

10. INVENTORY

Capitalized assets and non-capitalized assets shall remain the property of the Board and shall bear identification tags supplied by the Board. The District Attorney's Office shall prepare an inventory listing as of June 30th of each year for the term of this contract, using the County Inventory Form (Attachment VIII). The completed form shall be submitted to the Board's Restitution Analyst in an electronic format by July 15th of each fiscal year.

The Board reserves the right to request current and complete inventory listings, and to remotely access (if applicable), for audit purposes, all IT equipment provided or procured through this contract.

In the event of termination of this contract, the Board shall take possession of its property. The District Attorney's Office shall hold those items (identified on the County Inventory Form) in storage until the Board retrieves its property. Payment of storage and retrieval shall be the responsibility of the Board.

All equipment procured or supplied under this contract will be the property of the Board and will be administered according to State policy for the duration of its lifecycle, from procurement through disposal. Equipment that has reached its functional end of life must be returned to the Board for disposal, unless preapproval is obtained from the Board for using an alternate method of disposal. All hard drives must be encrypted or cleansed prior to shipment. Contact the Board for instructions on handling, shipping, and disposal by sending an email to: helpdesk@victims.ca.gov.

11. CONFIDENTIALITY OF RECORDS

All financial, statistical, personal, technical and other data and information relating to the state's operations, which are designated confidential by the state and made available to the District Attorney's Office in order to carry out this contract, or which become available to the District Attorney's Office in carrying out this contract, shall be protected by the District Attorney's Office from unauthorized use and disclosure through observance of the same or more effective procedural requirements as applicable to the state. This includes the protection of any extractions of the Board's confidential data for another

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purpose. Personally identifiable information shall be held in the strictest confidence, and shall not be disclosed except as required by law or specifically authorized by the Board (refer to the Board Information Security Policy, 17-008, Attachment I).

The Board's COR in Sacramento shall be notified when an applicant or an applicant's representative requests a copy of any document in or pertaining to the claimant's file. The District Attorney's Office shall not disclose any document pursuant to any such request unless authorized to do so by the Board's Executive Officer, Chief Deputy Executive Officer, or Chief Counsel.

The Board's Legal Office in Sacramento is to be immediately notified of any request made under the Public Records Act (Gov. Code, § 6250, et. seq.) for information received or generated in the performance of this contract. No record shall be disclosed pursuant to any such request unless authorized by the Board's Legal Division at (916) 491-3605.

The District Attorney's Office shall ensure that all staff is informed of and complies with the requirements of this provision and any direction given by the Board. The Specialist, their supervisor/manager, staff whose salary or a portion thereof is paid through this contract or who supervises staff members performing services under this contract shall be provided a copy of and shall be compliant with the Board's Confidentiality Statement (Attachment II).

The District Attorney's Office shall be responsible for any unauthorized disclosure by District Attorney's Office staff persons performing duties described in this contract, regardless of whether or not the services of such staff persons are paid for by the Board, and shall indemnify, defend and save harmless the state, its officers, agents and employees from any and all applications, losses, damages, penalties, fines, and attorney fees resulting from the unauthorized disclosure of the Board's records by such staff persons.

12. COMPLIANCE WITH BOARD POLICIES

The District Attorney's Office shall ensure that all staff reviews and complies with the requirements of the Board's Fraud Policy (Attachment III), Acceptable Use of Technology Resources Memo (Attachment XI), the CalVCB Privacy Policy (Attachment XII) and the CalVCB Password Policy (Attachment XIII). Staff is required to fill out and submit signed copies of the CalVCB Confidentiality Statement (Attachment II), the Board's Acknowledgement of Policies (Attachment V), and the Board Information Systems Security and Confidentiality Acknowledgement (Attachment X), to:

California Victim Compensation Board
Business Services Section
400 R Street Suite 400
Sacramento, CA 95811
Attn: Contracts

In the event that fraud is suspected, the Investigation Referral Form (Attachment IV) shall be completed and immediately submitted to:

California Victim Compensation Board
Legal Division
P.O. Box 350
Sacramento, CA 95812-0350

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Additionally, the District Attorney's Office staff assigned to perform services for the Board must adhere to the following provisions in addition to all other policies and procedures set forth by the Board.

Staff should not:

- a. Attempt to access the Cares2 application from any location other than your assigned work location; this includes restrictions on working remotely.
- b. Share individual login ID and password with anyone else.
- c. Allow their computer to remember a password to the Cares2 application.
- d. Walk away from their computer without locking the screen (Ctrl-Alt-Delete).
- e. Send any Personally Identifiable Information (PII) via email. Staff should use application numbers, bill numbers and initials only (if necessary). Staff should use encrypted email if they must send email containing PII information.
- f. Leave documents with PII unattended on printers or fax machines, or in cubicles, offices or conference rooms.
- g. Visit untrusted websites or open any attachments or links from untrusted email.
- h. Uninstall or disable anti-virus software and automatic updates.
- i. Install any unauthorized or unlicensed software.
- j. Plug a mobile phone, personal USB drive or other peripheral device into the network system or desktop computer.
- k. Disclose any PII information to unauthorized users.
- l. Any virus attacks, security violations, and privacy breach, should be immediately reported to your county Information Security Officer, your supervisor, your Restitution Analyst, and the Restitution Recovery Manager. You must also notify the Board's Information Technology Division (ITD) by sending an email to: helpdesk@victims.ca.gov.

The District Attorney's Office staff may be required to complete the Information Technology Security Awareness and/or Privacy training. If these sessions are deemed necessary the Board will provide advance notice and coordinate the sessions with the District Attorney's Office. The users shall read and adhere to Board policies and procedures and are required to sign the applicable acknowledgment forms during hire and annually thereafter.

The District Attorney's Office shall be responsible for any unauthorized access or disclosure by District Attorney's Office staff persons performing duties described in this contract, regardless of whether or not the services of such staff persons are paid for by the Board, and shall indemnify, defend and save harmless the state, its officers, agents and employees from any and all applications, losses, damages, penalties, fines, and attorney fees resulting from the unauthorized disclosure of the Board records by such staff persons.

All other terms and conditions under this contract shall remain the same and in full force and effect.

13. SUBPOENAS

The District Attorney's Office is not the Custodian of Records for any of the materials it creates or receives pursuant to this contract. The District Attorney's Office shall post a notice in its receiving department or other appropriate place stating that subpoenas for all records from the Board must be personally served on the Board, Attn: Legal Division at P.O. Box 350 Sacramento, CA 95812-0350. The District Attorney's Office may also contact the Legal Division at (916) 491-3605 for further assistance.

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In cases where documents are being subpoenaed, the District Attorney's Office shall provide the Board with all responsive documents upon request in the most expedient manner to meet the time constraints of the subpoena, including the use of overnight express mail.

14. INCOMPATIBLE WORK ACTIVITIES

The District Attorney's Office staff assigned to perform services for the Board must not:

- a. Engage in any conduct that is clearly inconsistent, incompatible, or in conflict with, his or her assigned duties under the contract.
- b. Use information obtained while doing work under the contract for personal gain or the advantage of another person.
- c. Provide confidential information to anyone not authorized to receive the information. Confidential information obtained during the performance of contract duties must be held in strict confidence.
- d. Provide or use the names of persons or records of the Board for a mailing list which has not been authorized by the Board.
- e. Represent him or herself as a Board employee.
- f. Take any action with regard to a Board applicant, or restitution matter with the intent to obtain private gain or advantage.
- g. Involve him or herself in the handling of any application or restitution matter when he or she has a relationship (business or personal) with an applicant or other interested party.
- h. Knowingly initiate any contact with an applicant, person for whom restitution may be sought, or person against whom restitution may be collected, unless the contact is for the purposes of carrying out the services under this contract and is done in an appropriate manner.

It shall be the District Attorney's Office's responsibility to ensure that every staff person assigned to provide contracted services to the Board is made aware of and abides by this provision. If an assigned staff person is unwilling or unable to abide by this provision, the staff person shall no longer be assigned to perform the services required by the contract. Any questions should be directed to the Board's Legal Division at (916) 491-3605.

15. RETENTION OF RECORDS

The District Attorney's Office will scan all case documents and retain the documents for 365 days from the scan date. The documents will be destroyed after the 365 days has past via confidential destruct. The electronic records will be retained for 25 years thereafter.

16. SUBCONTRACTING

All subcontracting must comply with the requirements of the State Contracting Manual, Section 3.06. Nothing contained in this agreement or otherwise, shall create any contractual relation between the state and any subcontractors, and no subcontract shall relieve the District Attorney's Office of his responsibilities and obligations hereunder. The District Attorney's Office agrees to be as fully responsible to the state for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the District Attorney's Office. The District Attorney's Office's obligation to pay its sub-contractors is an independent obligation from the state's obligation to make payments to the District Attorney's Office. As a result, the state shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

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17. TERMINATION FOR CONVENIENCE

The Board or the District Attorney reserves the right to terminate this contract upon thirty (30) days written notice to the other party. In such an event, the District Attorney's Office shall be compensated for actual costs incurred in accordance with the terms of this contract up to the date of termination. Invoicing of the above mentioned costs must be submitted to the Board within thirty (30) calendar days of the date of termination.

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

Information Systems Security and Confidentiality

Acknowledgement

I have read and understand the *CalVCB Information Systems Security and Confidentiality* requirements listed below. If an issue arises regarding these requirements during my daily work, I understand that I should refer to the *Acceptable Use of CalVCB Technology Resources Policy, Information Security Policy*, or contact my manager/supervisor to seek further clarification. I understand that failure on my part to comply with these requirements may result in punitive and/or disciplinary action up to, and including, termination.

I understand that I must:

- Read and understand the CalVCB Information Security Policy.
- Use CalVCB information assets and computer resources only for CalVCB business-related purposes.
- Ensure that my personal use of the internet is minimal and incidental use shall not violate other terms of established policy, be used in an unethical manner, or incur additional costs to the State.
- Access CalVCB systems and networks using only my assigned confidential user identifiers and passwords.
- Notify the CalVCB Information Security Officer immediately of any actual or attempted security violations including unauthorized access, theft, and destruction; misuse of systems equipment, software, or data.
- Take precautions to prevent virus contamination of CalVCB data files, and report any suspected virus or other destructive programs immediately to the Information Technology Section Help Desk.
- Exercise care in protecting confidential data including the use of encryption technology whenever it is required and/or provided by the CalVCB.
- Not attempt to monitor or tamper with another user's electronic communications or read, copy, change, or delete another user's files or software without the explicit agreement of the owner or per management direction.
- Change passwords at the prescribed expiration intervals.
- Not perform any act that interferes with the normal operation of computers, terminals, peripherals, or networks at CalVCB.
- Comply with all applicable copyright laws.
- Not disable the virus protection software installed on the CalVCB network and personal computers.

- Not attempt to circumvent data protection schemes and report to the Information Security Officer immediately any newly identified security vulnerabilities or loopholes.
- Follow certified destruction procedures for information disposal to prevent the unauthorized disclosure of data.
- Use only CalVCB approved hardware and software and never download from the internet or upload from home.
- Not use CalVCB electronic systems to send, receive, or store material that violates existing laws or is of a discriminating, harassing, derogatory, defamatory, threatening, or obscene nature.
- Not illegally use or copy CalVCB software.
- Use care to secure physical information system equipment from unauthorized access, theft, or misuse.
- Access only system areas, functions, or files that I am authorized to use.
- Not share individual account passwords.

I understand that CalVCB reserves the right to review electronic files, electronic messages, internet data and usage at its facility, and those files and messages stored on CalVCB systems may be disclosed under the California Public Records Act, discovered in legal proceedings, and used in disciplinary actions.

User Name (Print)	Division or Unit	
User Signature	Date	Phone Number
Manager/Supervisor Signature	Date	Phone Number

Filing Instructions

Staff/Contractor: Once completed, forward the form with original signature to your supervisor/manager.

Supervisor/Manager: Forwards the original to Human Resources to be filed in the staff's Official Personnel File.

Acceptable Use of Technology Resources

Memo Number: 17-005

Date Issued: 1/11/17

Supersedes: 15-003

Effective Date: Immediately

Expires: Indefinite

Issued By: Information Technology Division

Purpose

The Victim Compensation Board's (CalVCB) *Acceptable Use of Technology Resources Policy* does the following:

- Defines the rules for the use of the CalVCB network, wireless network, computer systems, Internet, and other technology resources such as email, desktop workstations, mobile devices, and telephones.
- States clearly that state technology resources are to be used for state business purposes; and,
- Establishes that the Information Technology Division (ITD) routinely monitors CalVCB technology resources to identify improper use.

Policy

It is the policy of the CalVCB that:

- Use of technology resources must comply with the laws and policies of the United States Government and the State of California.
- Each user's assigned job duties and responsibilities are appropriate and regulated.
- Restrictions to CalVCB ITD assets are based on a staff person's business need (need-to-know).
- CalVCB's ITD staff may monitor the network continuously and/or periodically to ensure compliance.

Applicability

This Policy applies to:

- All employees, temporary staff, contractors, consultants, and anyone performing work on behalf of the CalVCB.

Note: If any provisions of this Policy are in conflict with a Memoranda of Understanding (MOU), the applicable sections of the MOU will be controlling.

Management Responsibilities

- Authorize staff to use the network-based resources for appropriate business need.
- Ensure that staff has reviewed all appropriate policies, and signed the Acceptable Use of Technology Resources Policy Acknowledgement form.
- Report any violations to the CalVCB Information Security Officer (ISO).

User Responsibilities

- Act in the best interest of the CalVCB by adhering to this Policy.
- Use discretion when using CalVCB information technology assets.
- Access only the CalVCB resources that they are authorized to use.
- Use the system only for its designed purposes.
- Keep all passwords confidential.
- Refrain from illegal activities, including unethical or obscene online behavior.
- Access only acceptable material on the Internet.
- Report any violations to a supervisor/manager and ISO.

Requests for Exception

Requests for exceptions must be submitted to the CalVCB Help Desk via email at Helpdesk@victims.ca.gov or call x3800 during business hours from 8:00 AM to 5:00 PM.

Acceptable Activities

The following are examples of acceptable activities:

- Access only those systems and information assets required to perform current CalVCB duties.

- Using a CalVCB state-issued IT asset to connect to CalVCB services to conduct CalVCB business activities.
- Accessing folders, files, and images stored on the CalVCB network for business purposes that are consistent with the staff person's job duties and network privileges.
- Using approved training material related to a user's duties for business-related knowledge or professional growth.
- Use the Internet to view sites, such as governmental and professional societies.
- Incidental use of Internet during breaks and lunch. (Incidental use must be minimal and must comply with all applicable CalVCB policies, practices, and guidelines).

Restriction on the Use of State IT Resources

The following are examples of unacceptable activities:

- Per Government Code section 8314, the following restrictions apply: incidental personal use that may create legal action, embarrassment, or interferes with the employee's normal work.
- Use of CalVCB IT resources for personal business, or personal gain.
- Intentionally attempting to access information resources without authorization.
- Accessing another employee's IT resource without permission.
- Using another employee's log-on identification credentials.
- Use for any illegal, discriminatory, or defamatory purpose, including the transmission of threatening, obscene, or harassing messages.
- Interfering with another employee's ability to perform their job duties or responsibilities.
- Browsing inappropriate websites such as those that contain nudity or sexual content, malicious content, or gambling.
- Installing or connecting unauthorized software or hardware on a CalVCB-owned and/or managed information resource.
- Storing personal nonbusiness-related data, such as pictures and multi-media files, on any CalVCB IT resource.
- Transmitting confidential information to external recipients without using encryption approved by the CalVCB ISO, and being necessary to execute the employee's specified job duties and responsibilities.



Incident Reporting

Any incident must be reported immediately to a supervisor/manager and the ISO.

Violations

Employees who violate this Policy may be subject to revocation of their access to the network, and disciplinary action up to, and including, dismissal.

The CalVCB will investigate all alleged violations and take appropriate action.

Compliance

All employees must read the *CalVCB Acceptable Use of Technology Resources Policy*, and sign an acknowledgement form upon appointment, and annually thereafter.

Authority

- Government Code sections 19572 and 19990.
- State Administrative Manual (SAM) sections 5300 through 5365.3
- Government Code Section 8314
- Applicable employee Memoranda of Understanding
- State Information Management Manual (SIMM)

Other Applicable CalVCB Policies

All employees, temporary staff, contractors, vendors, and consultants who access the CalVCB network for business purposes must comply with all State and CalVCB policies and procedures, including, but not limited to:

- Information Security Policy
- Password Policy
- Mobile Device Policy
- Telework Policy
- Privacy Policy
- Mobile Device Policy
- Wireless Access Policy



Contact

For any questions about this Policy, please contact your immediate supervisor/manager or the CalVCB ISO.

Privacy Policy

Memo Number: 17-010

Date Issued: 1/1/17

Supersedes: 16-007

Effective Date: Immediately

Expires: Indefinite

Issued By: Information Technology Division

Purpose

The purpose of this Policy is to protect employees and the California Victim Compensation Board (CalVCB) from actions that would:

- Damage the reputation of the CalVCB.
- Endanger employees, contractors, or citizens that rely on CalVCB.
- Present a legal risk to CalVCB.

Policy

It is the Policy of CalVCB that:

- All personal, and personally identifiable information (PII) collected by CalVCB is necessary for the organization to perform its function.
- CalVCB will not retain PII for any longer than necessary to comply with the law, policy, regulations, and/or to perform its function.
- Staff will be trained on appropriate methods, classification of, and purposes for collecting PII.
- PII will be disposed of by confidential destruct.
- Users who violate the Policy will be subject to disciplinary action up to, and including, dismissal. Further, CalVCB will report suspected breaches of privacy to law enforcement, and the CA Information Security Office.
- Staff has the right to access their information that is gathered, stored, or used by CalVCB. Staff may request and view their information according to the Information Practices Act and State Policy.

Definition

- Privacy is defined as the freedom from secret surveillance, or unauthorized disclosure of one's personal data or information, as by a government, corporation, or individual.
- Privacy is the right of people to be free from unwarranted viewing, recording, photographing, and invasion into one's personal life. Ordinary citizens have a qualified right to privacy.

Applicability

- This Policy applies to all employees, temporary staff, contractors, consultants, and anyone performing work on behalf of CaIVCB.
- If any provisions of this Policy are in conflict with a Memorandum of Understanding (MOU) with a State employee union, the applicable sections of the MOU will be controlling.

Management Responsibility

- Establish a Privacy Officer who will be responsible for maintaining the privacy program at CaIVCB.
- Authorize staff to collect appropriate forms of personal and personally identifiable information.
- Ensure that staff has appropriate training.
- Ensure that staff has reviewed all appropriate policies.
- Ensure that staff has signed the Privacy Policy Acknowledgement Form upon appointment and annually thereafter.
- Report abuse or suspected privacy violations immediately to the Information Security & Privacy Officer.

Staff Responsibility

- Read the Privacy Policy and sign the acknowledgment form upon appointment and annually thereafter.
- Follow all privacy procedures and processes.
- Immediately report any privacy violation to their supervisor and/or Information Security & Privacy Officer.
- Secure all PII so no unauthorized person can obtain access.

- Properly dispose of PII.

Privacy Officer Responsibility

- To manage the privacy program.
- To ensure that privacy training is taken by all staff annually.
- To respond to privacy breaches in a timely manner and report to appropriate authorities.
- To maintain a robust privacy program that protects the privacy of staff and participants.
- The Information Security Officer will have the dual role as the CaIVCB Privacy Officer.

Acceptable Use

Official CaIVCB business needs only.

Monitoring

Managers will monitor staff to ensure that no PII is left exposed.

Incident Reporting

All incidents must be reported immediately to a manager/supervisor and the Information Security & Privacy Officer.

Violations

All employees who violate this Policy may be subject to disciplinary action up to, and including, dismissal.

Compliance

- All employees must read and sign a Privacy Policy Acknowledgement Form before being allowed to handle PII.
- The form will be retained in the staff's Official Personnel File.

Authority

- Government Code sections 11019.9, 13952 to 13954



- Information Practices Act of 1977 (Civil Code section 1798 et seq.)
- SAM 5310
- SIMM 5310

Other Applicable CalVCB Policies

- Acceptable Use of CalVCB Technology Resources Policy
- Information Security Policy
- Telework Policy
- Mobile Device Policy

Contact

For any questions about this Policy, please contact your immediate manager/supervisor or Information Security & Privacy Officer at InfoSecurityandPrivacy@victims.ca.gov

Distribution

All CalVCB staff

CalVCB Confidentiality Statement

Purpose of Confidentiality Statement

It is the policy of the Victim Compensation Board (CalVCB) that all computerized files and data that contain CalVCB client information, as well as all information and documents associated with such files and data, are “confidential” and shall not be disclosed except as required by law or specifically authorized by CalVCB. I also acknowledge that it is the policy of CalVCB to ensure that all information is secured as set forth in the CalVCB Information Security Policy, Memo number 06-00-003 and that all CalVCB employees and contractors must respect the confidentiality of CalVCB data by not disclosing any files or data accessible to them through their employment, contract, or affiliation with CalVCB.

State Employees and Contractors

Initial each section.

I, _____ agree to protect confidential information in the following ways:

- Access, inspect, use, disclose, or modify information only to perform job duties.
- Never access, inspect, use, disclose, or modify information, including my own, for curiosity, personal gain, or any non-CalVCB business related reason.
- Never attempt to access, use, disclose, or modify information, including my own, for any non-CalVCB business or personal reason.
- Secure confidential information in approved locations and dispose of confidential information or confidential materials using the confidential destruction receptacle. Not destroy any original copies of information submitted to CalVCB without prior authorization from the Executive Officer, Deputy Executive Officer, or Legal Counsel.
- Log off of computer access to CalVCB data and information when not using it.
- Never remove confidential information from my work site without prior authorization from the Executive Officer, Deputy Executive Officer, or Legal Counsel.
- Never disclose personal information regarding anyone other than the requestor unless authorized to do so by the Executive Officer, Deputy Executive Officer, or Legal Counsel. “Personal Information” means any information that identifies or describes an individual, including but not limited to, his or her name, social security number, physical description, home address, home telephone number, education, financial matters, medical or employment history, or statements made or attributed to the individual.

- Never disclose any information related to a victim compensation application, including whether an individual has filed a CalVCB application, unless it is under the following circumstances:
 1. The request for information is from an applicant or the applicant's authorized representative regarding his or her own application,
 2. The disclosure is for the purpose of verifying claims and the applicant has provided a signed authorization to release information, or
 3. Are authorized to disclose the information by the Executive Officer, Deputy Executive Officer, or Legal Counsel.
- Never release a copy of a law enforcement report to any individual, including a CalVCB applicant. Law enforcement reports include, but are not limited to, reports by police, CHP, sheriff departments, DOJ, FBI, Child Protective Services, and the Department of Social Services.
- Never disclose a Felon Status Verification Request completed by DOJ to any individual outside of CalVCB.
- Never disclose any other information that is considered proprietary, copyrighted, or otherwise protected by law or contract.
- Inform the CalVCB Public Information Officer immediately of any request made under the Public Records Act (Gov. Code, § 6250 et. seq.).
- Inform a server of a subpoena that the subpoena shall be personally served on CalVCB at 400 R Street, 5th Floor, Sacramento, CA, 95811, Attn: Legal Office. Contact the CalVCB Legal Office at 916-491-3605 regarding any subpoena received by the Board.
- Notify the CalVCB Information Security Officer immediately if a suspected security incident involving the data occurs.

I, _____ acknowledge that as a state employee or individual performing work pursuant to a contract with CalVCB, I am required to know whether the information I have been granted access to is confidential and to comply with this statement and the CalVCB Information Security Policy, Memo Number 06-00-003. If I have any questions, I will contact CalVCB's Legal Office or Information Security Officer.

I, _____ acknowledge that the unauthorized access, inspection, use, or disclosure of confidential information is a violation of applicable laws, including but not limited to, the following: Government Code sections 1470 et seq, 6254.17, and 19990(c), Civil Code section 1798 et seq., and Penal Code section 502. I further acknowledge that unauthorized access, inspection, use, disclosure, or modification of confidential information, including my own, or any attempt to engage in such acts can result in:

- Administrative discipline, including but not limited to: *reprimand, suspension without pay, salary reduction, demotion, and/or dismissal from state service.*
- Criminal prosecution.
- Civil lawsuit.
- Termination of contract.

I, _____ expressly consent to the monitoring of my access to computer-based confidential information by CaIVCB or an individual designated by CaIVCB.

Certification

I have read, understand, and agree to abide by the provisions of the Confidentiality Statement and the CalVCB Information Security Policy, Memo number 06-00-003

I also understand that improper use of CalVCB files, data, information, and systems could constitute a breach of contract. I further understand that I must maintain the confidentiality of all CalVCB files, data, and information once my employment, contract, or affiliation with CalVCB ends. This signed Certification will be retained in my Official Personnel File in Human Resources.

If I am a contractor, I understand that it is my responsibility to share these contract provisions with any staff under my supervision and ensure that they comply with its provisions.

Signature

Date

Name (Print)

	POLICY MEMO
SUBJECT: Fraud Policy	
DATE ISSUED: March 2013	EFFECTIVE DATE: Immediately
SUPERSEDES: #09-008	EXPIRES: Indefinite
MEMO NUMBER: 13-001	ISSUED BY: Executive Office

PURPOSE	To clarify acts that are considered fraudulent, assign responsibility for the conduct of investigations, and describe steps to be taken in the event fraud is suspected.
POLICY	<p>The California Victim Compensation Board (VCB) is committed to protecting its assets against the risk of loss. Accordingly, it is the policy of the VCB to promptly investigate any suspected fraud, involving claimants, providers of service, representatives, and/or any other parties that have a business relationship with the VCB.</p> <p>The VCB will pursue every reasonable effort to obtain recovery of the losses from the offender or other appropriate sources.</p>
ACTIONS CONSTITUTING FRAUD	<p>Fraud is defined as a deception deliberately practiced in order to secure an unfair or unlawful gain. Actions constituting fraud include, but are not limited to:</p> <ul style="list-style-type: none"> • Any dishonest or fraudulent act. • Any violation of Federal, State, or Local laws related to fraud. • Misappropriation of State assets. • Forgery, unauthorized alteration, destruction, or manipulation of computer-related data or documents. • Profiteering as a result of insider knowledge of VCB activities. • Disclosing confidential and proprietary information to outside parties. • Accepting or seeking anything of material value from those doing business with the VCB.
INVESTIGATION RESPONSIBILITIES	The Office of Audits and Investigations (OAI) has the primary responsibility for the investigation of all suspected fraudulent acts as defined in this policy. The OAI will coordinate all investigations, both internal and external. Pertinent investigative findings will be reported to Executive Management. Decisions to refer the results to the appropriate law enforcement and/or regulatory agencies for further investigation and/or prosecution will be made in consultation with Executive Management.

	Any investigative activity required will be conducted objectively regardless of the suspected individual's position, title, length of service or relationship to the VCB.
CONFIDENTIALITY	<p>All information received by the OAI is treated as confidential to the extent permitted by law. VCB management will be alert and responsive to any reprisal, retaliation, threat, or similar activity against an employee because that employee has in good faith reported a suspected fraudulent activity.</p> <p>The OAI will not disclose or discuss the investigation results with anyone other than those who have a legitimate need to know. This is important in order to maintain the integrity of the investigation, to avoid damaging the reputations of person(s) suspected but subsequently found innocent of wrongful conduct, and to protect the VCB from potential liability.</p>
DISTINCTION FROM OTHER POLICIES	This policy is not intended to address employee work performance issues which should be directed to the employee's supervisor/manager. Other issues concerning an employee's moral, ethical, or behavioral conduct should be resolved by the employee's supervisor/manager and the manager of the Human Resources Section.
AUTHORIZATION FOR INVESTIGATING SUSPECTED FRAUD	<p>The Executive Officer designates the OAI as the unit responsible for investigating any suspected fraud. The OAI is independent from administering any program, fiscal activity, or operation within the VCB.</p> <p>Members of the OAI will have:</p> <ul style="list-style-type: none"> • Unrestricted access to all relevant VCB manual/electronic records. • Communication with any personnel deemed appropriate in the course of an investigation.
REPORTING PROCEDURES	<p>Any employee who suspects fraud or has received an external fraud complaint will immediately report it to his or her supervisor/manager and should not attempt to conduct the investigation personally. If the suspected fraud involves the employee's supervisor/manager, the employee should contact the OAI directly.</p> <p>An employee should complete an <i>Investigation Referral Form</i> to report the suspected fraudulent activity to the OAI. A copy of this form is attached and is also accessible on the Boardnet</p> <p>Employees should direct external complainants to the VCB website for instructions to report fraud. There are four reporting options available:</p> <ul style="list-style-type: none"> • Send an email to the fraud hotline at FraudHotline@vcgcb.ca.gov • Call the toll-free telephone line at 1 (855) 315-6083 • Write to the OAI at 400 R. Street, Suite 423, Sacramento, CA 95811 • Fax to the OAI at (916) 491-6409. <p>All inquiries concerning the activity under investigation from the suspected individual, his or her attorney or representative, or any other inquirer should be directed to the OAI.</p>
CONTACT	For questions about this policy, contact your supervisor/manager or the Chief Internal Auditor at (916) 491-3875.
DISTRIBUTION LIST	All VCB Staff, Joint Powers Staff, Criminal Restitution Compact Staff, and Victim Witness Centers.

**INVESTIGATION REFERRAL FORM****Involved Division/County** (check all that apply)

- | | |
|--|--|
| <input type="checkbox"/> Victim Compensation Division | <input type="checkbox"/> Fiscal Services Division |
| <input type="checkbox"/> Application Intake Section | <input type="checkbox"/> Budget Section |
| <input type="checkbox"/> Eligibility Determination Section | <input type="checkbox"/> Accounting Section |
| <input type="checkbox"/> Benefit Determination Section | <input type="checkbox"/> Government Claims Program |
| <input type="checkbox"/> County Liaison and Support Section | <input type="checkbox"/> Restitution Recovery Section |
| <input type="checkbox"/> Mental Health Section | <input type="checkbox"/> Liens & Overpayment Recovery Section |
| <input type="checkbox"/> Appeals Process Section | <input type="checkbox"/> Legislation & Public Affairs Division |
| <input type="checkbox"/> Policy, Planning and Research Section | <input type="checkbox"/> Legislation Section |
| <input type="checkbox"/> Customer Service Section | <input type="checkbox"/> Regulations Section |
| <input type="checkbox"/> Administration Division | <input type="checkbox"/> Training Section |
| <input type="checkbox"/> Human Resources Section | <input type="checkbox"/> Communications & Outreach Section |
| <input type="checkbox"/> Information Technology Section | <input type="checkbox"/> Joint Powers County |
| <input type="checkbox"/> Business Services Section | <input type="checkbox"/> Criminal Restitution Compact County |

Nature of Complaint (check all that apply)

- | | |
|--|---|
| <input type="checkbox"/> Services not rendered | <input type="checkbox"/> Provider licensure issue |
| <input type="checkbox"/> Unnecessary services | <input type="checkbox"/> Identity theft |
| <input type="checkbox"/> Excessive billing | <input type="checkbox"/> Forgery/alteration of documents |
| <input type="checkbox"/> Double billing | <input type="checkbox"/> Misappropriation of State assets |
| <input type="checkbox"/> Upcoding and Unbundling | <input type="checkbox"/> Other (Please describe): |

Complainant

- Employee Claimant Provider Attorney/Representative Other

Name and Title

Unit/Section (if applicable)

Contact Number

Date



INVESTIGATION REFERRAL FORM

Complaint Against

Employee
 Claimant
 Provider
 Attorney/Representative
 Other

Name of the involved

Name(s) of other parties involved

Application Number and Any Associated Application Numbers (if applicable)

Application Processed By?
 Headquarters
 JP County

Dollar Amount Involved?

Type of Expenses Involved?
 MH
 Relocation
 I/S
 Medical
 F/B
 Other

Date of Complaint Occurred?

Date of Complaint Discovered?

Complaint (Summary of the complaint – What did the person(s) involved do that you feel was fraudulent, etc.?) If applicable, send a copy of any documents that supports your complaint. If you do not have a copy of supporting documents, where can a copy be obtained?

**INVESTIGATION REFERRAL FORM**

Approving Manager/Supervisor Signature (Name & Title)*

Unit/Section (if applicable)

Phone Number

Date

*Not required if you believe your supervisor is involved in the fraudulent activity.

Approving Deputy Executive Officer:

Proceed to OAI Return to Requestor

Reason for Return:

Deputy Executive Officer Signature

Date

To assist in the processing of a complaint involving a CaIVCP application, please ensure all necessary verifications are completed prior to submission.

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California Victim Compensation Board Acknowledgement of Polices

1. Fraud Activities Statement (Attachment III)

I have read, understand, and agree to abide by the provisions of the CalVCB's Fraud Policy. I understand that if an issue arises regarding these requirements during my daily work and I suspect dishonest or fraudulent activity, I should immediately notify my JP or CRC supervisor/manager and/or the CalVCB's Office of Audits and Investigations (OAI) for review. When the employee believes his or her supervisor/manager is involved in the fraudulent activity, the employee should contact the OAI section directly.

In referring the matter, the JP or CRC employee must complete an Investigation Referral Form and forward it to the OAI.

I also understand that failure on my part to comply with these requirements may result in punitive and/or disciplinary action up to, and including, termination of the JP or CRC contract.

I also understand that failure on my part to comply with these requirements may result in punitive and/or disciplinary action up to, and including, termination of the contract.

2. Acceptable Use of Technology Resources (Attachment XI)

I have read, understand, and agree to abide by the provisions of CalVCB's Acceptable Use of Technology Resources Policy (Memo 17-005)

3. Privacy Policy (Attachment XII)

I have read, understand, and agree to abide by the provisions of CalVCB's Privacy Policy (Memo 17-010)

4. Password Policy (Attachment XIII)

I have read, understand, and agree to abide by the provisions of CalVCB's Password Policy (Memo 17-012)

5. Incompatible Work Activities

I have read, understand, and agree to abide by the provisions of the Exhibit D, Section 15, Incompatible Work Activities. I understand that I shall not engage in any work activity that is clearly inconsistent, incompatible, in conflict with, or adverse to my duties. I also understand that if I am unwilling or unable to abide by the provisions, I shall no longer be assigned to perform the services required by the contract

CRC Employee's Signature

Date

Typed or Printed Name

Classification Title

Manager/Supervisor Signature

Date

Type or Printed Name

Classification Title

County

Contract Number

INSTRUCTIONS FOR COMPLETING MONTHLY INVOICES

All costs in the following categories/subcategories should be included if they were necessary to perform the services under this agreement and provided for in the budget. The total for each category/subcategory should be shown in the far right column.

Personnel Services - Salaries and Wages

List each employee by name and position classification and show the percentage of time devoted to the program. Example: If the person is employed full-time, show the following: \$2,500 per month at 100% time = \$2,500. If the person is employed part-time, show the hourly rate and the number of hours devoted to the program (e.g., \$25/hour for 10 hours per month = \$250) or the monthly salary and the percentage of time devoted to the program (e.g., 50% x \$2,500 = \$1,250).

Fringe Benefits

Elements that can be included in the fixed rate include employer contributions or expenses for social security, employee life and health insurance plans, unemployment insurance and/or pension plans. Other benefits, if negotiated as a part of the employee benefit package, also may be included in the fixed rate.

The description and amounts of fringe benefits can be displayed either by category, position or class. Please note that a line item can be used for each different position/class, if the benefits vary. If several people are employed full-time or part-time in the same position/class, provide the number of full-time equivalents.

Operating Expenses

The following items fall within this category: rent, utilities, insurance, equipment rental, equipment repair, office supplies, telephone, postage, expendable equipment, overhead, data processing, training and travel. All items submitted must include a description or explanation of the expense.

The following subcategories have special requirements as noted below.

Rent

The rent subcategory is for facility rental. Indicate the number of square feet specified in the agreement as well as the rental amount.

Office Supplies

A request for office supplies in excess of \$500 per PY requires a justification for the entire amount of expenditures.

Expendable Equipment (Non-capitalized assets)

Expendable equipment includes equipment with an acquisition cost of \$499 or less per unit (including tax, installation and freight) or with a useful life of less than five years. Provide a detailed description and indicate the number of pieces of equipment being purchased.

Note

Although equipment is included in the budget, **ALL** equipment for which the county requests reimbursement from the California Compensation Board (CalVCB) must be requested in writing by the county and approved in writing by CalVCB **prior to purchase**. All requests must be submitted on the **County Purchase Request Form**. Further, CalVCB reserves the option of not reimbursing for equipment that is not requested and approved in writing prior to purchase.

Overhead/Indirect Costs

Overhead costs are indirect costs which cannot be charged to a direct cost category because they are not readily itemized or assignable to a particular program. Overhead costs are costs necessary to the operations specified in the agreement. The costs of centralized county services such as personnel or accounting services are examples of indirect costs. For further information, please refer to Exhibit D 9.

Travel

The contractor may use either its own written travel and per diem policy or the state policy in accordance with State Administrative Manual Section 0700 but it cannot exceed reimbursement rate of the state's travel policy.

Allowable travel expenses are costs for transportation, lodging, meals and incidental items incurred by the contractor staff to attend training classes, conferences, meetings, workshops or hearings. Out-of-state travel is not authorized.

Describe the purpose of the trip and list all personnel who made the trip. If applicable, show any computation if mileage is being claimed. For example, if the Specialist attended a conference in Sacramento, 100 miles @ 0.34 per mile = \$34.00.

Equipment (Capitalized Assets)

Capitalized assets includes equipment with an acquisition of \$500 or more per unit (including tax, installation and freight) or with a useful life of five years or more. Examples of such equipment are copiers, personal computers (including the monitors and CPU) and "modular furniture". Provide a detailed description and indicate the number of pieces of equipment being purchased.

For information regarding authorization to purchase equipment, please see notation under Equipment (Non-capitalized assets).

Miscellaneous Expenses

Miscellaneous expenses are those charges that do not fall within the scope of the categories listed above. Provide a detailed description and breakdown of any expense identified as miscellaneous.

COUNTY PURCHASE REQUEST FORM

(formerly the Equipment Purchase Justification
 Authorization Request Form)

	The following information must be provided in order for authorization to be granted for the purchase of equipment through the County's contract. As stated in the contract, all equipment purchases must be justified by the requesting County and approved by the CalVCB . If the request is not approved by the CalVCB, the purchase <u>will not</u> be authorized for payment through the contract. A separate form must be completed for each piece of equipment being requested.		
1.	COUNTY CONTACT INFORMATION		
	County:	Contract Number:	Fiscal Year Funded:
	Contact Name:	Address:	Phone Number:
	Email:		
2.	EQUIPMENT REQUEST		
	Submission of this form is not a guarantee of equipment approval. The CalVCB's CRC/JP Analyst, Business Services Branch (BSB) Analyst, and Information Technology Division (ITD) Analyst, will verify the request and make recommendations based on appropriateness and pricing. Alternatives may be recommended. Incomplete forms will be returned to the County. <i>Note: Acquisition of an equipment maintenance plan is the responsibility of the County, and may be funded through the contract.</i>		
	Equipment Type:	Make:	Model: Cost:
	Software: (e.g., Windows 7, Microsoft Office Suite)		Cost:
	Equipment Maintenance Plan: (describe terms/pricing)		Cost:
	Explain how payment for the equipment shall be made: (approved in contract budget, purchased by VCP, other)		
3.	PURCHASE JUSTIFICATION		
	Explain in full detail why this equipment is needed (replacing equipment that is over 5 years old, ongoing equipment performance issues, additional staff, etc.). You may be contacted by the CRC/JP Analyst to provide additional information.		
4.	COUNTY AUTHORIZATION		
	By signing this form, the County Coordinator/Supervisor agrees that the information provided is accurate and true, and that the equipment/software is necessary to conduct State business. The coordinator/supervisor is also accepting responsibility to ensure that upon receipt, the asset tag provided for this equipment will be properly affixed to the equipment.		
	County Coordinator/Supervisor Signature:	Date:	
5.	PURCHASE APPROVAL		
	If the purchase is approved, a fully executed copy of the County Purchase Request Form will be returned to the County Contact (see Page 2). The County may then proceed with their equipment purchase. Carefully review the approval as alternative equipment may have been authorized.		

NOTE: Retain a copy of this document for further processing. After equipment has been acquired, the County will be required to complete the CalVCB Asset Identification Form. This form will provide the CalVCB with the information needed to document the equipment specifications and serial number. Upon receipt by the CalVCB, an asset tag will be assigned and sent to the County with further instructions.

COUNTY PURCHASE REQUEST FORM

(formerly the Equipment Purchase Justification
Authorization Request Form)

For VCGCB Staff Use Only:			
<p>The CRC/JP Analyst is responsible for determining if the equipment/software is necessary for the County to conduct State business, and will also ensure that the form is complete, accurate, and contains the appropriate signature. The CRC/JP Analyst will serve as the liaison between the County Contact and/or the BSB/ITD Analysts for clarifying or resolving any issues. Upon review/approval by the CRC/JP Analyst and the CRC/JP Manager, the form will be forwarded to BSS for further review and processing.</p>			
<p>CRC/JP Analyst Staff Comments:</p> 			
<p>This request is: <input type="checkbox"/> Approved <input type="checkbox"/> Denied</p>	<p>CRC/JP Analyst Name:</p>	<p>Date:</p>	
<p>CRC/JP Manager's Signature (required)</p>	<p>Signature:</p>	<p>Date:</p>	
<p>The BSB Analyst is responsible for determining if the equipment requested is proportionate to staff size, available through State contracts, best pricing and/or quotes obtained, etc. If this request is for IT equipment, components or software, BSB will forward to ITD for additional review/approval.</p>			
<p>BSB Approval / Comments (include Approved Changes or Denial details in this section):</p> 			
<p>This request is: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Changes <input type="checkbox"/> Denied</p>	<p>Approved by (BSB Analyst):</p>		
<p>BSB Manager's Signature (required)</p>	<p>Signature:</p>	<p>Date:</p>	<p>ITD Review/Approval Required? Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>The ITD Analyst is responsible for determining if the IT equipment requested is compatible with CalVCB equipment and/or meets all requirements to interface with the CalVCB's database, and may also determine if the equipment requested is proportionate to staff size, available through State contracts, best pricing and/or quotes obtained, etc. ITS and BSS will consult regarding equipment replacement, as necessary.</p>			
<p>ITD Approval/Comments (include Approved Changes or Denial details in this section):</p> 			
<p>This request is: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Changes <input type="checkbox"/> Denied</p>	<p>Approved by (ITD Analyst):</p>		
<p>ITD Manager's Signature (required for IT purchases only)</p>	<p>Signature:</p>	<p>Date:</p>	

CalVCB County Inventory Form

Attachment VIII

In accordance with Exhibit D.11 of the California Victim Compensation Board (CalVCB) contract with the County, the CalVCB Inventory Form must be completed and returned to the CalVCB no later than July 5th of each year.

Please complete all requested information. The only assets to be inventoried on this form are those purchased by the CalVCB or with funds from the CalVCB. For a list of assets that must be inventoried, please see details at the bottom of this form. For any questions on this form, please contact your CalVCB County Analyst.

Return the completed form to CalVCB at: BSSSupport@victims.ca.gov.

County Name	CaIVCB Contract Number	Date	Address	Contact Information
				Name:
				Phone Number:
				Email Address:

Asset Inventory

*Asset Type	Location	Serial Number	Model	Manufacturer	Asset Tag #	Comments

*The following assets must be inventoried: IT Assets (computer, monitor, fax machine, desktop or network printer, scanner, laptop)
Non-IT Assets (copier, shredder, recorder, TV, any type of furniture - chair, bookcase, cart, credenza, file cabinet, hutch, etc.)

For additional assets, please include on a separate document using the same format as this form.

CalVCB Asset Identification Form

As required by the State Administrative Manual and the County contracts, all assets purchased with State funds must be properly identified and inventoried, and an asset tag affixed to the asset. To comply with these requirements, the County must complete the information provided below.

Upon completion, a copy of this form must be emailed to the Board at: BSS.Support@victims.ca.gov.

County Name	Contract Number	Address
County Contact Name	Phone Number	Email Address

ASSET INFORMATION	
(To be completed by the County; use Page 2 for additional items)	
*Asset Type	
Location/Address	
Make/Model	
Serial Number	

*The following examples represent the types of assets that must be inventoried: IT Assets: computer, monitor, fax machine, desktop or network printer, scanner, laptop, etc. Non-IT Assets: copier, shredder, recorder, TV, all furniture – chair, bookcase, cart, credenza, file cabinet, hutch, etc.

COUNTY ACKNOWLEDGEMENT	
<p>A complete accounting of all assets and corresponding asset tags must be provided to the Board by the 5th of July of each Fiscal Year. Counties must use the <u>County Inventory Form</u> provided with their contract (see <u>Contract Attachments</u>) to account for and report all assets purchased with Board funds. The County Coordinator/Supervisor understands and accepts responsibility for submission of a complete and accurate County Inventory Form for the current Fiscal Year.</p>	
<p>By signing below, you acknowledge that all asset tags will be properly affixed to equipment purchased with Board funds, and that an accounting of all assets will be reported at the end of the Fiscal Year, as indicated above:</p>	
County Coordination/Supervisor (required):	Date:

ASSET TAG			
Asset Tag(s) Provided to CRC/IP Analyst By:		Asset Tag(s) Sent to County By:	
BSB/ITD Analyst:	Date:	CRC/IP Analyst:	Date Sent:
<p>Once the purchase is completed, the Board's BSB/ITD staff will update its asset management system to include the equipment purchased for the County. An asset tag(s) will be assigned and sent to the County by the Board Analyst identified above. Upon receipt, the County must properly affix the asset tag(s) provided below to the equipment.</p>			
Asset Tag Number To be provided by the Board	<div style="border: 1px dashed black; width: 100%; height: 100%; display: flex; align-items: center; justify-content: center;"> ASSET TAG </div>		

Non-IT = Blue Asset Tag IT = Red Asset Tag

ASSET INFORMATION	
*Asset Type	
Location/Address	
Make/Model	
Serial Number	
Asset Tag Number To be provided by the Board	ASSET TAG

ASSET INFORMATION	
*Asset Type	
Location/Address	
Make/Model	
Serial Number	
Asset Tag Number To be provided by the Board	ASSET TAG

ASSET INFORMATION	
*Asset Type	
Location/Address	
Make/Model	
Serial Number	
Asset Tag Number To be provided by the Board	ASSET TAG

ASSET INFORMATION	
*Asset Type	
Location/Address	
Make/Model	
Serial Number	
Asset Tag Number To be provided by the Board	ASSET TAG

*The following examples represent the types of assets that must be inventoried: IT Assets: computer, monitor, fax machine, desktop or network printer, scanner, laptop, etc. Non-IT Assets: copier, shredder, recorder, TV, all furniture – chair, bookcase, cart, credenza, file cabinet, hutch, etc.

Information Security Policy

Memo Number: 17-008

Date Issued: 1/1/17

Supersedes: 15-001

Effective Date: Immediately

Expires: Indefinite

Issued By: Information Technology Division

Purpose

The Victim Compensation Board's (CalVCB) Information Security Policy defines the rules for information security that apply to our business activities. This Policy also provides a foundation for additional practices and standards that will more specifically communicate CalVCB rules related to information security.

Information Security Program

The CalVCB has established an Information Security Program to protect the confidentiality, availability, integrity, and privacy of CalVCB information and supporting assets. The Information Security Program provides an integrated set of requirements that complement the CalVCB strategic goals and securely achieves its objectives and priorities.

Responsibility

The Information Security Officer (ISO) is responsible for developing, implementing, and operating the Information Security Program. The ISO reports directly to the CalVCB ITD Chief Information Officer.

The ISO will develop and implement policies, practices, and guidelines that protect the confidentiality, availability, and integrity of all CalVCB information and supporting assets. The ISO also promotes information security awareness, measures adherence to information security policies, and coordinates the response to information security incidents.

The ISO chairs the Information Security Advisory Committee that includes members representing all CalVCB divisions. The Information Security Advisory Committee is responsible

for reviewing, advising, and recommending approval of information security practices and standards.

The Information Technology Division is responsible for the implementation and administration of CaIVCB information security policies, practices, and guidelines for all CaIVCB information systems and networks.

All CaIVCB employees, consultants, and contractors are responsible for protecting CaIVCB information assets and complying with CaIVCB information security policies, practices, and guidelines. All CaIVCB employees, consultants, and contractors are also responsible for reporting any suspected or known security violations or vulnerabilities to the ISO.

Compliance

All CaIVCB employees, consultants, and contractors must comply with CaIVCB information security policies, practices, and guidelines.

Failure to comply with CaIVCB information security policies, practices, and guidelines by State employees may result in disciplinary action up to, and including, termination of State employment.

Failure to comply with CaIVCB information security policies, practices, and guidelines by consultants or contractors may result in punitive action up to, and including, termination of their contract.

In some cases, the failure to comply with CaIVCB information security policies, practices, and guidelines may result in additional civil and criminal penalties.

Compliance of CaIVCB divisions and offices with CaIVCB information security policies, practices, and guidelines must be enforced by the supervisors and managers of these divisions and offices. The CaIVCB overall compliance with information security policies, practices, and guidelines will be monitored by the ISO.

Risk Management

The CaIVCB will identify and mitigate risks to the confidentiality, availability, and integrity of CaIVCB information assets. Information security risks must be reported to the owner of the information or the information system asset and the owner of that asset will ultimately determine the impact of the risk and the appropriate mitigation approach.

The ISO operates the Information Security Risk Management program. Under this program, the ISO participates in the development of new information systems and periodically assesses existing information systems to identify and mitigate information security risks. The ISO works with the appropriate CalVCB divisions and offices to determine the impact of the risk, identify the appropriate mitigation activities, and monitor the successful completion of the mitigation activities.

Life Cycle Planning

The CalVCB will address information security as part of new projects involving major business activities or significant enhancements to existing business.

Projects will comply with all applicable information security policies and practices, and include provisions for the effective implementation and administration of the information security processes required for compliance.

Awareness and Training

The CalVCB maintains a mandatory information security awareness program. The ISO will ensure that the appropriate information security awareness training is provided to all CalVCB employees, consultants, and contractors.

Physical Security

The CalVCB safeguards its business areas and resources to protect and preserve the availability, confidentiality, and integrity of the department's information assets. Only authorized individuals are granted physical access to sensitive CalVCB business areas.

Contingency and Disaster Preparedness

The CalVCB Business Services Section ensures that the CalVCB has sufficient plans, resources, and staff to keep critical CalVCB business functions operating in the event of disruptions.

Contingency plans must be tested at a frequency sufficient to ensure that they will work when needed.

Incident Handling

The CaIVCB ISO implements practices to minimize the risk associated with violations of information security and ensure timely detection and reporting of actual or suspected incidents or violations.

All CaIVCB employees, consultants, and contractors are responsible for reporting any suspected or confirmed security violations and incidents in a timely manner. The CaIVCB investigates information security violations and incidents and refers them to state and federal authorities when appropriate.

Identification and Authentication

All users are individually identified to the information system(s) they use. Their identity is verified in the system by using information that is only known by the individual user and the system. The user and the system will protect this verification information with sufficient care to prevent its disclosure and ensure its integrity.

The identification and verification process must be strong enough to establish a user's accountability for their actions on the information system.

Access Control

Access to all CaIVCB information systems and information assets is controlled and the owner of each system or information asset must approve all user access. Users are provided access to only those systems and information assets required to perform their current CaIVCB duties.

The CaIVCB information systems must have the capability to restrict a user's access to only information and/or functions necessary to perform their CaIVCB duties.

Audit Trail

All information system activities are subject to recording and routine review. Audit trail records must be sufficient in detail to facilitate the reconstruction of events if a compromise or malfunction occurs.

Audit trail records must be provided whenever access to a CaIVCB information system is either permitted or denied; or whenever confidential or sensitive information is created or modified.

Audit trail records are created and stored with sufficient integrity and duration to hold a user accountable for their actions on a CaIVCB information system.

Data Ownership

All information assets have a Data Owner who is assigned by CaIVCB management. The Data Owner is responsible for authorizing access to the information, assignment of custody for the information, classifying the information, and approving any contingency plans affecting the information.

Information Classification

All CaIVCB information assets are classified by their Data Owner according to the confidentiality of the information and its importance to CaIVCB operations. In addition to any classification of information required for business purposes, the classification identifies if the information is confidential or subject to release as a public record as required by law. It also identifies information critical to the continuance and success of CaIVCB operations.

Information System Security Practices

All CaIVCB information systems and information system infrastructure elements will have specific practices, guidelines, and procedures that govern their operation relative to information security. All CaIVCB information systems and information system infrastructure elements will conform to these practices, guidelines, and procedures unless the ISO has approved a specific exception.

Authority

- Government Code sections 19572 and 19990
- State Administrative Manual (SAM) sections 5300 through 5365.3
- Government Code section 8314
- Applicable employee Memoranda of Understanding
- State Information Management Manual (SIMM)



Contact

For any questions about this Policy, please contact your immediate manager/supervisor or the ISO by e-mail at InfoSecurityandPrivacy@victims.ca.gov.

Distribution List

All CaIVCB staff

STANDARD AGREEMENT

STD 213 (Rev 06/03)

AGREEMENT NUMBER

VC-7112

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

CALIFORNIA VICTIM COMPENSATION BOARD

CONTRACTOR'S NAME

COUNTY OF SONOMA

2. The term of this Agreement is: **JULY 1, 2017** through **JUNE 30, 2020**

3. The maximum amount of this Agreement is: **\$0.00**
Zero dollars

4. 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	3 Pages
Exhibit B – Budget Detail and Payment Provisions	2 Page
Exhibit C* – General Terms and Conditions (GTC307)	1 Page
Exhibit D – Special Terms and Conditions	5 Pages
Attachment I – Revolving Fund Procedures	4 Pages
Attachment II – Contractor's Description of Revolving Fund Procedures	1 Page
Attachment III – CalVCB Information Security Policy 17-008	6 Pages
Attachment IV – Confidentiality Statement	3 Page
Attachment V – Imaged Document Confidential Destruct Policy-Scan Facility Memo 09-001	2 Pages

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <http://www.dqs.ca.gov/ols/Resources/StandardContractLanguage.aspx>

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

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)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

CALIFORNIA VICTIM COMPENSATION BOARD

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

VALINDA ROBERTS, DEPUTY EXECUTIVE OFFICER

ADDRESS

400 R STREET, SUITE 500, SACRAMENTO, CA 95811

California Department of General Services Use Only

Exempt per: GC §§ 11256, 14616

EXHIBIT A

SCOPE OF WORK

1. This agreement is entered into by the California Victim Compensation Board (CalVCB), an agent of the State of California, and the County of Sonoma (Contractor). The purpose of this agreement is to establish a process by which the Contractor may pay expenses on an emergency basis when the claimant would suffer substantial hardship if the payment was not made and when the payment would help the claimant with an immediate need.
 - a. Contractor shall pay emergency expenses pursuant to Government Code Section 13952.5(c) (3) in the categories listed below, according to the Revolving Fund Procedures (for a detailed description of revolving fund procedures, please refer to Attachment I to this agreement).
 - i. Payment of verified funeral/burial expenses;
 - ii. Payment of verified relocation expenses;
 - iii. Payment of verified crime scene clean-up expenses; and
 - iv. Payments of other verified emergency losses with the approval of the County Liaison and Support Section (CLASS) Manager.

- b. The Contractor shall pay emergency expenses using its revolving fund for applications and bills related to crimes that occurred in the following counties: Sonoma and Solano.
- c. The Contractor shall also ensure staff who authorize emergency payments are different from staff who issue the emergency payments and adhere to proper separation of duties and internal controls.

The Contractor shall ensure that the staff persons assigned to functions under this contract do not participate in criminal investigations or prosecution. The Contractor shall ensure that the staff persons assigned to functions under this contract do not collect restitution or serve as a restitution specialist.

In addition, the Contractor shall obtain CalVCB's prior written permission if staff persons assigned to functions under this contract will perform any other county function.

- d. The Contractor shall establish and enforce procedures to insure that funds paid under this agreement are released only to the person authorized by the claimant to receive the funds or to the provider of services or commodities paid for under this agreement.
- e. CalVCB and the Contractor shall comply with all applicable state and federal requirements. In compliance with Internal Revenue Code 6041 (26 U.S.C.A. §6041), CalVCB shall issue the Contractor a Miscellaneous Income (Form 1099-MISC) at the end of the calendar year stating the amount that the Contractor received as payee from CalVCB that year. The Contractor shall be responsible for issuing a Form 1099-MISC to each provider in accordance with federal law. In compliance with Internal Revenue Code 6041, the Contractor shall provide the required Form 1099-MISC to providers no later than January 31st, of the following year. In accordance with CalVCB procedures, the Contractor shall submit a Request for Taxpayer

EXHIBIT A

SCOPE OF WORK

- f. Identification Number and Certification (Form W-9) in place of the Payee Data Record (Std. 204).
- g. The Contractor shall exercise internal control over the issuance of funds and requests for reimbursement of funds to replenish the accounts.
- h. If an overpayment is identified as a result of an error the Contractor made when issuing the revolving fund payment or when making the subsequent reimbursement to the county, the Contractor is responsible for making a reasonable attempt to collect the amount of the overpayment.
 - i. The Contractor shall report any overpayments or suspected overpayments to County Liaison and Support Section (CLASS) at CalVCB as soon as the overpayments are identified.
 - ii. The Contractor shall follow overpayment procedures established for processing overpayments. If the Contractor has made a reasonable attempt to recover the overpayment and the overpayment was not recovered, CalVCB is then responsible for collecting the amount of an overpayment from the overpaid party. For a detailed description of overpayment procedures refer to the CalVCB manual.
- i. The Contractor shall use all forms and processes required by CalVCB. For a detailed description of Revolving Fund Procedures, refer to Attachment I of this agreement.
- j. The Contractor shall only use information collected under this agreement for the purpose of verifying and adjudicating claims.
- k. The Contractor will use the Compensation and Restitution System, (Cares2), the CalVCB automated claims management system, to perform the work under this agreement. The Contractor shall ensure that all Contractor staff persons performing duties under this agreement comply with CalVCB statutes, regulations, guidelines, procedures, directives, and memos.
- l. The Contractor shall maintain the highest customer service standards, and shall ensure that claims are processed accurately and efficiently, that recipients of services receive prompt responses to their inquiries and are treated with sensitivity and respect. The Contractor shall demonstrate and apply trauma-informed principles and practices when communicating verbally and in writing with recipients of services. Should CalVCB communicate to the Contractor any complaint or concern about the foregoing, the Contractor shall respond to CalVCB within a reasonable time as requested by CalVCB.

EXHIBIT A
SCOPE OF WORK

2. The term of this agreement shall be July 1, 2017 through June 30, 2020.

The services shall be performed at:

County of	
Office	
Address	
City, State, Zip	

3. The services shall be provided during regular business hours, Monday through Friday, except holidays. At the beginning of each fiscal year the Contractor shall provide a list of scheduled holidays for the coming year. The Contractor shall obtain approval from the CLASS Manager in advance for any temporary changes in schedule or operating hours.
4. The project representatives during the term of this agreement will be:

State Agency: California Victim Compensation Board	Contractor:
Name: Dionne C. Bell-Rucker, County Liaison and Support Section Manager	Name:
Phone: (916) 491-3512	Phone:
Fax: (916) 491-6435	Fax:
Email: Dionne.Bell-Rucker@victims.ca.gov	Email:

Direct all inquiries to:

State Agency: California Victim Compensation Board	Contractor:
Section/Unit: Business Services Branch	Section/Unit:
Attention: Ryan Metzger	Attention:
Address: 400 R Street, Suite 400 Sacramento, CA 95811	Address:
Phone: (916) 491-3877	Phone:
Fax: (916) 491-6413	Fax:
Email: Ryan.Metzer@victims.ca.gov	Email:

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. REVOLVING FUND

CalVCB advanced the Contractor \$40,000.00 in fiscal year 2000/2001 as authorized by Government Code Section 6504, to pay qualifying claims (Exhibit A.1a).

The Contractor shall exercise appropriate internal records over the issuance of funds and requests for reimbursement of funds to replenish the account.

The Contractor shall use the revolving funds to assist applicants who have immediate need for payment of an expense, where the applicant would suffer a substantial financial hardship without such emergency payment. The Contractor shall receive and verify applications and requests for reimbursement according to the procedures established by CalVCB for emergency awards. Upon verification, the Contractor shall issue payments from the revolving fund for allowed emergency expenses. The Contractor shall then use CalVCB claims management system to issue a payment to replenish the revolving fund, according to the process set out in the Revolving Fund Procedures (Attachment I to this agreement) and any other subsequent procedures required by CalVCB.

Upon execution of this agreement, the Contractor shall submit a written description of the procedures for operating the revolving fund (Attachment II). The description shall include a list of all personnel authorized to request a disbursement from the revolving fund, and a list of all personnel authorized to make such a disbursement. The description shall also include a complete explanation of the manner in which the fund is operated, the timeframe for the issuance of any warrant from the fund, the time frame for any warrant to be considered void if not presented for payment and copies of any forms that are used in the distribution of the funds. If any changes are made to the Contractor's revolving fund procedures, the Contractor shall notify CalVCB.

2. BUDGET CONTINGENCY CLAUSE

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 be of no further force and effect. In this event, CalVCB shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other consideration under this agreement and the Contractor shall not be obligated to perform any provisions of this agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, CalVCB shall have the option to either terminate this agreement with no liability to CalVCB, or offer an amendment of this agreement to the Contractor to reflect the reduced amount.

3. REPORTING REVOLVING FUND USE

- a. In order to perform an accurate reconciliation of Revolving Fund use, CalVCB requires that each month the Contractor shall submit a written accounting of the disbursements and reimbursements made to the Contractor's revolving fund account.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

Required documentation shall be submitted to the County Liaison and Support Section designee and the CalVCB Accounting Manager, by the tenth (10th) day of each month.

- b. Required documentation shall include:
 - 1. Revolving Fund Disbursement Log
 - i. The spreadsheet for the Revolving Fund Disbursement Log shall be provided by CalVCB.
 - 2. Bank Statements or General Ledger report
 - i. If statements are comingled with other funds, then a General Ledger report with only revolving fund transactions is required.
 - ii. Debit information should include the county check number. This check number will be reconciled with the Revolving Fund Disbursement Log to determine the application identification number.
 - iii. Credit information should also include deposit information that states what claim payments are being deposited by application identification number and a copy of the corresponding check from the State Controller's Office (SCO).
 - 3. Summary of any discrepancies e.g. voided transactions, errors in posting, etc.
- c. According to the process set out in the Revolving Fund Procedures (Attachment I), the Contractor shall submit a report within (30) days after the end of the fiscal year that details the Revolving Fund Use, including, but not limited to, the following information: beginning and ending balance of the fund, the number of applications, number of bills, total amount disbursed from the revolving fund, total number of bills by service type (e.g., funeral/burial, relocation expense, etc.); total amount paid by service type.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

PLEASE NOTE: The General Terms and Conditions will be included in the contract by reference to Internet site:
<http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. INCOMPATIBLE ACTIVITIES

Contractor's staff assigned to perform services for CalVCB shall not:

- a. Participate in a criminal investigation or prosecution.
- b. Engage in any conduct that is clearly inconsistent, incompatible, or in conflict with his or her assigned duties under the contract, including but not limited to: providing services that could be compensated under the VCP program.
- c. Use information obtained while doing work under the contract for personal gain or the advantage of another person.
- d. Disclose any confidential information except as required by law or authorized by CalVCB. Confidential information includes, but is not limited to, information about applicants, applications and documents associated with applications.
- e. Provide or use the names of persons or records of the CalVCB for a mailing list which has not been authorized by CalVCB.
- f. Represent himself or herself as a CalVCB employee.
- g. Take any action with regard to a California Victim Compensation Board claim or restitution matter with the intent to obtain private gain or advantage.
- h. Involve him or herself in the handling of any claim or restitution matter when he or she has a relationship (business or personal) with a claimant or other interested party.
- i. Knowingly initiate any contact with a claimant, person for whom restitution may be sought, or person against whom restitution may be collected, unless the contact is for the purposes of carrying out the services under the agreement and is done in an appropriate manner.

It shall be the Contractor's responsibility to ensure that every staff person assigned to provide contracted services to CalVCB is made aware of and abides by this provision. If an assigned staff person is unwilling or unable to abide by this provision, the staff person should no longer be assigned to perform the services required by the agreement. Any questions should be directed to CalVCB's Legal Office.

2. PROGRAM EVALUATION AND MONITORING

The Contractor shall make available to CalVCB, and its representatives, for purposes of inspection, audit and review, any and all of its books, papers, documents, financial records and other records pertaining to the operation of this agreement. The records shall be available for inspection and review during regular business hours throughout the term of this

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

agreement, and for a period of three (3) years after the expiration of the term of this agreement.

3. RETURN OF REVOLVING FUNDS

The CalVCB reserves the right to request, upon thirty (30) days written notification, the return of all revolving fund monies to be deposited into CalVCB Restitution Fund.

4. CONFIDENTIALITY OF RECORDS

All financial, statistical, personal, technical and other data and information relating to the State's operations which are designated confidential by the State and made available to the Contractor in order to carry out this agreement, or which become available to the Contractor in carrying out this agreement, shall be protected by the Contractor from unauthorized use and disclosure through observance of the same or more effective procedural requirements as are applicable to the State. This includes the protection of any extractions of CalVCB's confidential data for another purpose. Personally identifiable information shall be held in the strictest confidence, and shall not be disclosed except as required by law or specifically authorized by CalVCB (Refer to CalVCB Information Security Policy, Attachment III).

CalVCB's Custodian of Records in Sacramento shall be notified when an applicant or applicant's representative requests a copy of any document in or pertaining to the claimant's file. The Contractor shall not disclose any document pursuant to any such request unless authorized to do so by the Executive Officer, Chief Deputy Executive Officer, Deputy Executive Officer, or the Legal Office.

The Contractor shall ensure that all staff is informed of and complies with the requirements of this provision and any direction given by the CalVCB. The Contractor shall complete and submit a signed Confidentiality Statement (Attachment IV) to:

California Victim Compensation Board
Attn: Ryan Metzger, AGPA
Business Services Branch
400 "R" Street, Suite 400
Sacramento, CA 95811

The Contractor shall be responsible for any unauthorized disclosure by Contractor staff persons performing duties described in this contract, regardless of whether or not the services of such staff persons are paid for by CalVCB, and shall indemnify, defend and hold harmless the State, its officers, agents and employees from any and all claims, losses, damages, penalties, fines, and attorney fees resulting from the unauthorized disclosure of CalVCB records by such staff persons.

The Contractor shall annually submit to CalVCB Confidentiality Statements (Attachment III) signed by each staff member performing services under this contract, whose salary or a

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

portion thereof is paid through this contract, or who supervises staff members performing services under this contract. Confidentiality statements must be submitted within ten (10) business days of the start date of new staff. The Contractor should submit via mail, email or fax confidentiality statements for all staff no later than July 30th, of each year. Access to the CalVCB claims management database will be granted upon receipt of the signed confidentiality statement.

To mail requests and correspondence related to this section of the contract, send to: The County Liaison and Support Section, California Victim Compensation Board, P.O. Box 3036, Sacramento, CA 95812-3036.

5. SUBPOENAS

The Contractor is not the Custodian of Records for any of the materials it creates or receives pursuant to this contract. The Contractor shall post a notice in its receiving department or other appropriate place stating that all subpoenas for California Victim Compensation Board records must be personally served on the California Victim Compensation Board at 400 R Street, 5th Floor, Sacramento, CA, 95811, Attn: Legal Office. The Contractor must notify anyone attempting to serve a subpoena for records of this requirement. The Contractor may also contact the Legal Office at 916-491-3605 for further assistance.

In cases where documents are being subpoenaed, the Contractor shall provide CalVCB with original and complete claim documents upon request. The Contractor shall submit the original claim documents in the most expedient manner necessary to meet the time constraints of the subpoena, including the use of overnight express mail.

6. COMPLIANCE WITH CALVCB POLICY

The Contractor shall ensure that all staff assigned to work related to this contract review and comply with the requirement of CalVCB policies, including the CalVCB Fraud Policy, CalVCB Information Systems Security and Confidentiality, and CalVCB Privacy Policy Acknowledgement Form (Attachment III). CLASS will provide copies of the policies to the Contractor at the beginning of each fiscal year to be signed and returned to CLASS within 30 days of receipt.

7. RETENTION OF RECORDS

The Contractor shall retain all documents related to applications entered into the CalVCB claims management database, Cares2, for one year from the date the document is received. After one year, the Contractor shall contact the County Liaison and Support Section to make arrangements for the documents to be destroyed consistent with Imaged Document Confidential Destruct Policy Memo Number 09-001 (Attachment V).

The Contractor shall retain any other records relating to the operation of this contract, including, but not limited to, payroll, time-keeping, accounting records and electronic records for seven years from the date the record is created.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

All electronically retained documents shall have the same legal effect as an original paper document.

The Contractor shall not destroy any files or records without written authorization from CaVCB.

8. SECURITY AND PRIVACY COMPLIANCE

The county Contracted staff assigned to perform services for CaVCB must adhere to the following provisions. Staff shall not:

- a. Attempt to access the Cares2 application from any location other than their assigned work location, this includes restrictions on working remotely.
- b. Share individual login ID and password with anyone else.
- c. Allow their computer to remember a password to the Cares2 application.
- d. Walk away from their computer without locking the screen.
- e. Leave documents with personally identifiable information (PII) unattended on printers or fax machines, or in cubicles, offices or conference rooms.
- f. Disclose any PPI information to unauthorized users.
- g. Send any PII via email. Staff should use application numbers, bill numbers and initials only (if necessary). Staff should use encrypted email if they must send email containing PII information.
- h. Visit untrusted websites or open any attachments or links from untrusted email.
- i. Uninstall or disable anti-virus software and automatic updates.
- j. Install any unauthorized or unlicensed software.
- k. Plug a mobile phone, personal USB drive or other peripheral device into the network system or desktop computer.
- l. Any virus attacks, security violations, and privacy breaches, should be immediately reported to the Contractor's information Security Office, the Contractor's CLASS liaison and the CLASS manager.

9. TERMINATION FOR CONVENIENCE

CaVCB or the Contractor reserves the right to terminate this contract upon thirty (30) days written notice to the other. In such an event, the Contractor shall return all Revolving Fund monies to be deposited into the CaVCB Restitution Fund and will be compensated for actual costs incurred in accordance with the terms of the agreement up to the date of termination. Invoicing of the above mentioned costs shall be submitted to CaVCB within thirty (30) calendar days of the date of termination.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

10. REGULATIONS AND GUIDELINES

All parties agree to abide by all applicable federal and state laws and regulations and CalVCB guidelines, procedures, directives and memos as they pertain to the performance of this contract.



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: June 20, 2017

Vote Requirement: Majority

Department or Agency Name(s): Economic Development Board

Staff Name and Phone Number:

Kristen Madsen, 565-6120

Supervisorial District(s):

All Districts

Title: 2017 Creative Sonoma Grants

Recommended Actions:

Authorize the Economic Development Board Director to execute contracts to award Arts Education Innovation Grants and Pop Up Creativity Grants to community non-profits in the interest of the public.

Executive Summary:

In 2014, the Board of Supervisors approved a Three-Year plan establishing Creative Sonoma as a new division of the Economic Development Board. One of the functions of Creative Sonoma listed in the plan is: "Overseeing the distribution of funding for arts, culture and the creative sector, including basic operating support, project funding, artist fellowships and other kinds of support."

Since that time, Creative Sonoma has overseen the distribution of \$237,000 in direct grants to the creative sector. The grants have been funded by the County (\$200,000 for Summer Arts Youth grants) and from outside revenues that Creative Sonoma has generated totaling \$37,000. This work has included developing applications and guidelines, marketing and advertising grant availability, developing and publishing criteria for successful applicants, overseeing the peer review processes, implementing contracts and collecting final reports.

Creative Sonoma is requesting authorization to award \$49,000 in Arts Education Innovation Grants and no more than \$35,000 in Pop Up Creativity Grants from its 2016-17 County approved budget in the interest of the public.

Discussion:

Arts Education Innovation Grants

This grant program was designed to support new and innovative ideas that engage diverse communities in arts education.

The Arts Education Innovation Grants process has been completed and the following organizations have been recommended to receive grants totaling \$49,000:

Child Parent Institute: Help students from Phoenix High School, a continuation school in Rohnert Park, explore their world and express themselves through the performing arts. (\$7,500)

California Poets in the School: Deliver high quality poetry writing workshops at underserved schools throughout Sonoma County. (\$7,500)

DeMeo Teen Club: Support Chop's summer arts program and to increase youth access to quality art education. (\$7,500)

Imagine Bus Project: Inspire behavioral change in incarcerated youth through visual arts and creativity. (\$7,500)

Luther Burbank Memorial Foundation: Partner with Lincoln Elementary School District to create an in-depth and extended arts integrated residency. (\$7,500)

Sonoma Valley Education Foundation: Support the youth development Valley Vibes orchestra program for socio-economically disadvantaged students. (\$4,000)

Transcendence Theatre Company: Provide 175 at-risk, low-income youth access to professionally taught performing arts workshops and performances. (\$7,500)

NOTE: This application process was run in tandem with Community Foundation Sonoma County. Our organizations shared a common grant application, timeline and review process. Once the grantees were selected, Creative Sonoma was assigned the above grantees to fund and Community Foundation Sonoma County was assigned five additional grantees to fund out of its funds as follows:

Alexander Valley Film Society: Launch the AVFS Lab Filmmaking Track (\$7,500)

ArtEscape: Launch "Art & Ancestry through Day of the Dead," combining visual arts and family narrative. (\$3,500)

Boys and Girls Clubs of Central Sonoma County: Expand the "Uke'an Be Happy Program" to bring music to 60 youth at three club locations. (\$5,220)

Raizes Collective: Design a documentation and outcome methodology for the Write the Power: Creative Writing in Open Spaces program. (\$7,500)

6th Street Playhouse: To support the Playhouse's efforts to expand arts programming to underserved populations. (\$7,500)

Pop Up Creativity Grants

Pop Up Creativity Grants are designed to fund projects that are temporary creative experiences, installations or objects that are accessible and/or located in public places or within public view. Projects may occur on streets, sidewalks, alleys, plazas or interior public spaces. Funds are best used for the interactive presentation of professional creative work.

The Pop Up Creativity Grants are in process. 19 applications were received from which no more than 7 will be selected for funding, based on the quality of the applications. Each will receive no more than \$5,000; a total of no more than \$35,000 for these grants is being requested for approval. A full listing of grantees will be circulated to the Board of Supervisors when the panel review process is complete, slated for June 9, 2017.

Prior Board Actions:			
Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship			
Creative Sonoma works to cultivate an environment in the county that both supports and advances creative individuals and enterprises who, in turn, contribute to a diverse and healthy economy and community. That includes trainings and workshops and the provision of financial resources through grants and contracts as available.			
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			
<p>Funding for the above listed grants is included in the FY 16-17 budget. Creative Sonoma was awarded \$24,000 in Advertising Funds for Arts Education grants for the 2016-17 fiscal year. Additionally, Creative Sonoma received an increase to its budget over the prior year, approximately \$60,000 of which it allocated for new community programs and services.</p> <p>After researching the community needs, as well as assessing arts programs in other similar counties, Creative Sonoma developed these two grant programs to utilize these funds. The total expended through these grants will be \$84,000.</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:
Related Items "On File" with the Clerk of the Board:
Creative Sonoma Arts Action Plan, June 24, 2014



County of Sonoma Agenda Item Summary Report

Agenda Item Number: 11

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

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

To: Board of Supervisors, County of Sonoma

Board Agenda Date: June 20, 2017

Vote Requirement: Majority

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

Staff Name and Phone Number:

Al Terrell / 565-1152

Supervisorial District(s):

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

Recommended Actions:

Adopt a Resolution authorizing the Chair of the Board of Supervisors to execute Agreement #1CA03524 with the California Department of Forestry and Fire Protection to provide an Amador Plan services for Zone 9 (Wilmar, Lakeville, San Antonio, and Two Rock Volunteer Fire Companies) within Sonoma County Fire County Service Area #40, and command and control services as needed to all of County Service Area #40 areas, for an amount not-to-exceed \$246,052 for the period of July 1, 2017 - June 30, 2018.

Executive Summary:

The Fire and Emergency Services Department ("FES") provides fire protection services for the unincorporated areas of the county that are not included in an independent fire protection district. These areas are known collectively as County Fire - County Service Area #40 ("CSA #40"). The basic level of fire protection services is provided using volunteer fire companies and contracts with cities and independent fire protection districts, as well as through automatic aid and mutual aid agreements with neighboring fire agencies. To supplement the volunteer fire companies' emergency response within portions of the CSA #40 service area, the County contracts with California Department of Forestry and Fire Protection ("CAL FIRE") to provide staffed fire engines in support of the volunteer response, at a cost of \$204,393.

In addition, CAL FIRE will provide use of Battalion Chiefs to provide CSA #40 duty coverage. This will include all personal protective equipment and a response vehicle. The CAL FIRE Battalion Chief will act on behalf of CSA #40 for command and control of CSA #40 incidents and administrative issues. CSA #40 shall provide training to all unit Battalion Chiefs that will perform CSA #40 Duty Coverage. The cost of the Battalion Chief coverage is \$41,659, for a total agreement cost of \$246,052. The fire protection services are funded from the CSA #40 budget, which comes from a portion of the property tax allocated to fire services within the area of CSA #40.

These services were added in order to ensure that County Fire senior staff, including the Fire Chief and Assistant Fire Chiefs, were able to focus on their primary work rather than being constantly on call and engaged as Duty Chiefs.

Discussion:

This contractual arrangement has been in place and renewed on an annual basis since 1999. This item brings forward an agreement for a one-year term. CAL FIRE requires that the agreement be renewed annually by a concurrent resolution by the Board of Supervisors. Renewal of the agreement will be evaluated at the end of the one year term. This contract may be cancelled by either CSA #40 or CAL FIRE at any time during the contract's term by giving one year's written notice to the other party. The agreement cost for Fiscal Year 2017-18 is \$246,052, which is included in the requested Fiscal Year 2017-18 budget.

CSA #40 contracts with CAL FIRE to provide enhanced fire protection services for the south county response areas of Wilmar, Lakeville, San Antonio, and Two Rock under the State's Amador Plan. The Amador Plan lays out standard terms for CAL FIRE to enter into agreements with local agencies to provide support for fire operations. The Amador Agreement supplements delivery of fire protection services to the CSA #40 volunteers, partnering fire districts and the City of Petaluma during the winter months of November through June. CAL FIRE provides response to these areas during the summer months (fire season) without cost. The Zone 9 – South County Amador agreement cost for Fiscal Year 2017-18 is \$204,393, which represents a 9.86% increase from Fiscal Year 2016-17. This increase is due to an increase in CAL FIRE firefighter base salary rates and unplanned overtime based on the previous fiscal year's use of overtime.

Supplemental Command and Control Services were added in Fiscal Year 2013-14 and were continued through Fiscal Year 2016-17 to provide CAL FIRE Battalion Chief support to the CSA #40 Duty Chief by the provision of command and control services on an as-needed basis not to exceed 15, 24-hour days per month. CSA #40 provides this service the remaining 15 to 16 days per month as-needed. The Fiscal Year 2017-18 cost is \$41,659, which is a .18% decrease from Fiscal Year 2016-17.

The use of CAL FIRE for these supplemental fire protection services is a cost effective way to ensure the basic level of fire protection is provided in support of our volunteer firefighters. This agreement continues existing levels of service that are included in the forthcoming Standards of Cover study being conducted by the Fire Services project. This one-year agreement does not preclude any future recommendations coming out of the Fire Services Ad Hoc and Fire Services Advisory Council, which are expected in the early fall of 2017.

Prior Board Actions:

06/14/2016: Resolution No. 16-0232 approved by the Board; contracts have been in place annually since 1999.

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

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

Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses	-0-	246,052	-0-
Additional Appropriation Requested	-0-		
Total Expenditures	-0-	246,052	-0-
Funding Sources			
General Fund/WA GF	-0-	-0-	-0-
State/Federal	-0-	-0-	-0-
Fees/Other	-0-	246,052	-0-
Use of Fund Balance	-0-	-0-	-0-
Contingencies	-0-	-0-	-0-
Total Sources	-0-	246,052	-0-
Narrative Explanation of Fiscal Impacts:			
The agreement cost for FY 17/18 is \$246,052, which is included in the requested FY 17/18 budget for Board consideration during June 2017 Budget Hearings, and is paid from County Service Area #40 funds.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
None.			
Attachments:			
Resolution (A1); Cal OES Salary Survey (A2)			
Related Items "On File" with the Clerk of the Board:			
Agreement (8 Copies)			

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County of Sonoma
State of California

Date: June 20, 2017

Item Number: _____

Resolution Number: _____

Santa Rosa, CA 95403

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Authorizing The Chair To Execute Agreement #1CA03524 With The California Department Of Forestry And Fire Protection To Provide Amador Plan Services For Zone 9 (Wilmar, Lakeville, San Antonio, And Two Rock Volunteer Fire Companies) And Command And Control; Services As Needed Within Sonoma County Fire Service Area #40 For A Term Of One Year, July 1, 2017, Through June 30, 2018.

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

Whereas, an agreement covering fire suppression services during the 2017-2018 fiscal year in the amount of \$246,052, has been presented by the State of California Department of Forestry and Fire Protection for fire protection services to augment fire protection in County Fire Service Area #40 to the Wilmar, Lakeville, San Antonio, and Two Rock Volunteer Fire Companies; and,

Whereas, this Board, by Resolution No. 16-0232, dated June 14, 2016, entered into an agreement with the California Department of Forestry and Fire Protection for fire suppression services for the period of July 1, 2016, to June 30, 2017.

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

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

2016 SALARY SURVEY / ACTUAL ADMINISTRATIVE RATE

A2-1

for the

AGREEMENT FOR LOCAL GOVERNMENT FIRE AND EMERGENCY ASSISTANCE TO**THE STATE OF CALIFORNIA AND FEDERAL FIRE AGENCIES****(California Fire Assistance Agreement)**

Please complete and/or correct this salary survey information sheet (all fields on this form that pertain to your agency are required or survey may be returned due to lack of information). Return your completed survey as soon as possible to:

California Governor's Office of Emergency Services / Fire and Rescue Division

3650 Schriever Ave Mather, California 95655

or

FAX: (916) 845-8396

(To ensure receipt of your salary survey, we recommend mailing it to us "Certified with Return Receipt Requested")

Agency 3-Letter MACS I.D.:	SSR
Agency / Department Name:	Sonoma County Fire & Emergency Services
Chief's Name:	Chief Al Terrell
Chief's Email Address*:	Al.terrell@sonoma-county.org
Department Email Address:	
Physical Address, City, State, Zip:	2300 County Center Drive, Suite B220, Santa Rosa, CA 95403
Mailing Address, City, State, Zip:	same
Telephone Number:	707-565-1152
FAX Number:	707-565-1172
Federally Recognized Tribe? Yes: <input type="checkbox"/> No: <input type="checkbox"/>	Federal Fire Dept.? Yes: <input type="checkbox"/> No: <input type="checkbox"/>
Dept. of Defense? Yes: <input type="checkbox"/> No: <input type="checkbox"/>	

*Email is for the individual responsible for reviewing and processing the Salary Survey, Administrative Rate, and invoices.

All information provided on this form is subject to audit by Cal OES, CAL FIRE, and the Federal Fire Agencies signatory to the California Fire Assistance Agreement.

Please provide the hourly Average Actual Rate or Base Rate for each classification used by your agency that is reflected in the chart below.

Instructions for completing the [Cal OES 2016 Salary Survey / Actual Administrative Rate](#) form.

Classification Title	Base Rates (ST) as of 04/13/2016	Avg. Actual Rate or Base Rate (ST) as of:		Above B/C w/ a MOA/MOU for above Straight Time (OT)		MOU/MOA/GBR for Portal-to-Portal	
				Yes: <input type="checkbox"/>	No: <input type="checkbox"/>	Yes: <input type="checkbox"/>	No: <input type="checkbox"/>
Chief	\$23.91 /per hour	\$84.93	/per hour	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>
Deputy Chief	\$23.91 /per hour		/per hour	Yes: <input type="checkbox"/>	No: <input type="checkbox"/>	Yes: <input type="checkbox"/>	No: <input type="checkbox"/>
Division Chief	\$23.91 /per hour		/per hour	Yes: <input type="checkbox"/>	No: <input type="checkbox"/>	Yes: <input type="checkbox"/>	No: <input type="checkbox"/>
Assistant Chief	\$23.91 /per hour	\$62.50	/per hour	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>
Battalion Chief	\$23.91 /per hour		/per hour			Yes: <input type="checkbox"/>	No: <input type="checkbox"/>
Co. Officer/Capt./Lt.	\$19.46 /per hour		/per hour			Yes: <input type="checkbox"/>	No: <input type="checkbox"/>
App. Officer/Engineer	\$19.46 /per hour		/per hour			Yes: <input type="checkbox"/>	No: <input type="checkbox"/>
Firefighter/FF-PMedic	\$19.46 /per hour	\$19.46	/per hour			Yes: <input type="checkbox"/>	No: <input type="checkbox"/>
Actual Administrative Rate** (due by July 1st):						(Enter as Decimal)	
Workers Compensation Insurance Rate:						.0646	(Enter as Decimal)
Unemployment Insurance Rate:						.0010	(Enter as Decimal)
Agency Federal Taxpayer I.D. Number or Federal Employee I.D. Number:						94-6000539	
Agency Data Universal Numbering System (DUNS) Number:						080126444	

NOTE: These rates are not effective until the date they are received by Cal OES.

****If your Actual Administrative Rate is on file, you are required to update and complete an Actual Administrative Rate Calculation Sheet (Page 2) by July 1st, 2016. After that date, the rate will default back to 10%.**

What is reported on this form constitutes direct salary costs for employees.

As an authorized representative of my agency/dept., I certify to the best of my knowledge and belief that this information is correct. Furthermore, my signature below represents acceptance by my agency/dept., as a cooperator, to comply with the authorities, terms and conditions of the CFAA. I also agree to comply with all cooperator agency internal accounting and expense reimbursement standards.

Print Name

Authorized Representative

Date

ATTACHMENT A. NON-SUPPRESSION PERSONNEL
 for the
2016 SALARY SURVEY / ACTUAL ADMINISTRATIVE RATE
AGREEMENT FOR LOCAL GOVERNMENT FIRE AND EMERGENCY ASSISTANCE TO
THE STATE OF CALIFORNIA AND FEDERAL FIRE AGENCIES
(California Fire Assistance Agreement)

Please complete this attachment for all **NON-SUPPRESSION PERSONNEL** and return to:

California Governor's Office of Emergency Services / Fire and Rescue Division
3650 Schriever Ave Mather, California 95655

Or

FAX: (916) 845-8396

(To ensure receipt by Cal OES, it is recommended that "Certified with Return Receipt Requested" be used.)

- A. Please provide the hourly Average Actual Rate for each non-suppression classification for suppression personnel. Instructions for calculating the Average Actual Rate are provided in the "Instructions for completing the 2016 Cal OES Salary Survey."**
- B. If "MOU/MOA/GBR or equivalent" is checked "Yes", a complete copy of the document(s) must be submitted with the salary survey for review. Failure to submit will prevent the classification(s) from being considered for portal-to-portal reimbursement. Please review the salary survey instructions regarding the MOU/MOA/GBR or equivalent, for timeline requirements.**

CLASSIFICATION TITLE	A		B	
	Average Actual Rate (Straight Time) as of:		MOU/MOA/GBR or equiv. for Portal-to-Portal	
Chief	\$84.93	/per Hour	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>
Assistant Chief	\$62.50	/per Hour	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>
		/per Hour	Yes: <input type="checkbox"/>	No: <input type="checkbox"/>
Senior Fire Inspector	\$49.07	/per Hour	Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>
Fire Inspector I	\$33.60	/per Hour	Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>
Fire Inspector II	\$42.46	/per Hour	Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>
Materials Handler	\$19.39	/per Hour	Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>
Emergency Coordinator	\$35.48	/per Hour	Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>
		/per Hour	Yes: <input type="checkbox"/>	No: <input type="checkbox"/>
		/per Hour	Yes: <input type="checkbox"/>	No: <input type="checkbox"/>
		/per Hour	Yes: <input type="checkbox"/>	No: <input type="checkbox"/>
		/per Hour	Yes: <input type="checkbox"/>	No: <input type="checkbox"/>
		/per Hour	Yes: <input type="checkbox"/>	No: <input type="checkbox"/>
		/per Hour	Yes: <input type="checkbox"/>	No: <input type="checkbox"/>
		/per Hour	Yes: <input type="checkbox"/>	No: <input type="checkbox"/>
		/per Hour	Yes: <input type="checkbox"/>	No: <input type="checkbox"/>
		/per Hour	Yes: <input type="checkbox"/>	No: <input type="checkbox"/>
		/per Hour	Yes: <input type="checkbox"/>	No: <input type="checkbox"/>
		/per Hour	Yes: <input type="checkbox"/>	No: <input type="checkbox"/>

(If more space is required, please use another copy of this form.)

NOTE: These rates are not effective until the date they are received by Cal OES. THE RATES REPORTED ON THIS FORM CONSTITUTE DIRECT SALARY COSTS FOR EMPLOYEES AND ARE NOT CONTINGENT UPON THE CFAA FOR REIMBURSEMENT.

As an authorized representative of my agency/dept., I certify to the best of my knowledge and belief that this information is correct. Furthermore, my signature below represents acceptance by my agency/dept., as a cooperator, to comply with the authorities, terms and conditions of the CFAA. I also agree to comply with all cooperator agency internal accounting and expense reimbursement standards.

SSR _____ Sonoma County Fire & Emergency Services
 Agency/Dept. 3-Letter MACSI.D. _____ Print Agency/Department Name

Print Name _____ Authorized Representative _____ Date _____

**COOPERATIVE FIRE PROGRAMS
FIRE PROTECTION REIMBURSEMENT AGREEMENT**

LG-1 REV. 01/2017

AGREEMENT NUMBER **1CA03524**

REGISTRATION NUMBER:

1. This Agreement is entered into between the State Agency and the Local Agency named below:

STATE AGENCY'S NAME

California Department of Forestry and Fire Protection – (CAL FIRE)

LOCAL AGENCY'S NAME

County of Sonoma, CSA #40

2. The term of this Agreement is: **July 1, 2017** through **June 30, 2018**

3. The maximum amount of this Agreement is: **\$ 246,052.00**
Two Hundred and Forty Six Thousand and Fifty Two Dollars and zero cents

4. 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 – Includes page 2 (contact page) in count for Exhibit A	5	pages
Exhibit B – Budget Detail and Payment Provisions	2	pages
Exhibit C – General Terms and Conditions	7	pages
Exhibit D – Additional Provisions	8	pages
Exhibit E – Description of Other Services	1	pages

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

LOCAL AGENCY

LOCAL AGENCY'S NAME
County of Sonoma, CSA #40

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING
Shirlee Zane, Chair Sonoma county Board of Supervisors

ADDRESS
2300 County Center Drive
Santa Rosa, Ca 94503

STATE OF CALIFORNIA

AGENCY NAME
California Department of Forestry and Fire Protection

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING
Chris Rowney, Assistant Deputy Director, Cooperative Fire Protection, Training & Safety

ADDRESS P.O. Box 944246, Sacramento, CA 94244-2460

**California Department of General
Services Use Only**

EXHIBIT A
COOPERATIVE FIRE PROGRAMS
FIRE PROTECTION REIMBURSEMENT AGREEMENT

The project representatives during the term of this agreement will be:

CAL FIRE Unit Chief:	LNU	Local Agency:	Sonoma County Fire & Emergency Services Dept.
Name:	Shana Jones	Name:	Al Terrell
Phone:	707-967-1400	Phone:	707-565-1152
Fax:	707-967-1473	Fax:	707-565-1172

All required correspondence shall be sent through U.S. Postal Service by certified mail and directed to:

CAL FIRE Unit Chief:	Shana Jones	Local Agency:	Sonoma County Fire & Emergency Services Dept.
Section/Unit:	Sonoma-Lake-Napa	Section/Unit:	Al Terrell
Attention:	Stacie McCambridge	Attention:	Chief
Address:	1199 Big Tree Road St. Helena, Ca 94574	Address:	2300 County Center Dr. Santa Rosa, Ca 94503
Phone:	707-299-1465	Phone:	707-565-1152
Fax:	707-967-1473	Fax:	707-565-1172

Send an additional copy of all correspondence to:

CAL FIRE
Cooperative Fire Services
P.O. Box 944246
Sacramento, CA 94244-2460

AUTHORIZATION

As used herein, Director shall mean Director of CAL FIRE. This agreement, its terms and conditions are authorized under the Public Resources Code Sections 4141, 4142, 4143 and 4144, as applicable.

EXHIBIT A
SCOPE OF WORK

Under Public Resources Code Section 4114 and other provisions of law, STATE maintains fire prevention and fire suppression forces including the necessary equipment, personnel, and facilities required to prevent and extinguish forest fires.

The purpose of this agreement is to provide mutually advantageous fire and emergency services through an effective consolidated organization, wherein the STATE is primarily financially responsible for protecting natural resources from vegetation fires and the LOCAL AGENCY is primarily financially responsible for protecting life and property from fires and other emergencies. The LOCAL AGENCY shall have sole authority to establish the fire protection organization and structure needed to meet the determined level of service. This level of service may be based on the LOCAL AGENCY governing board's established fiscal parameters and assessment of risks and hazards. LOCAL AGENCY personnel providing services under this agreement may include any one or a combination of the following: regular employees, persons temporarily employed and commonly known as volunteers, paid-call firefighters, or others temporarily employed to perform any emergency work or emergency service including, but not limited to fire prevention, fire suppression and emergency medical response.

To comply with the STATE's mandate for full cost recovery of goods and services provided for others, the LOCAL AGENCY shall be responsible for all STATE costs, both direct and indirect, required to execute the terms of this agreement. These costs shall include, but not be limited to: required training and associated post coverage, employee uniform and Personal Protective Equipment (PPE) costs.

1. FIRE PROTECTION SERVICES TO BE PROVIDED BY THE STATE

STATE provides a modern, full service fire protection and emergency incident management agency that provides comprehensive fire protection and other emergency incident response. STATE designs regional fire protection solutions for urban and rural communities by efficiently utilizing all emergency protection resources. Regional solutions provide the most effective method of protecting the citizens of California at local, county and state levels.

Fire protection services to be provided by STATE under this agreement shall include the following: (check boxes below that apply)

1) Emergency Fire Protection, Medical and Rescue Response: services include commercial, residential, and wildland fire protection, prevention and investigation; hazardous materials incident response; emergency vehicle extrication; hazardous conditions response (flooding, downed power lines, earthquake, terrorist incident, etc.); emergency medical and rescue response; and public service assistance. Also included are management support services that include fire department administration, training and safety, personnel, finance and logistical support.

2) Basic Life Support Services: emergency medical technician (EMT) level emergency medical response providing first aid, basic life support (BLS), airway management, administration of oxygen, bleeding control, and life support system stabilization until patients are transported to the nearest emergency care facility.

3) Advanced Life Support Services: paramedic level emergency medical response providing early advanced airway management, intravenous drug therapy, and life support system stabilization until patients are transported to the nearest emergency care facility.

4) Dispatch Services: provide fire department 9-1-1 emergency dispatch by CAL FIRE Fire/Emergency Command Center (ECC). CAL FIRE will be responsible for fire/emergency dispatching emergency resource units covered under this agreement. The CAL FIRE ECC is staffed with a Battalion Chief, three or more Fire Captains and Communications Operators to provide 24/7 year-round coverage. There is always an officer of Captain rank or higher to serve as the shift supervisor and command officer. CAL FIRE uses an integrated Computer Aided Dispatch (CAD) system using the latest technology, to direct the closest available resources to all emergency incidents.

5) Fire Code Inspection, Prevention and Enforcement Services: CAL FIRE has staff Fire Inspectors serving under the direction of the LOCAL AGENCY Fire Marshal to provide services to the area covered by this agreement. Fire Code Enforcement will normally be available five days per week, with emergency or scheduled enforcement inspections available seven days per week. Fire Prevention and Investigation services will be provided by CAL FIRE Prevention Officers trained in arson, commercial, and wildland fire investigation. Officers are available by appointment for site visits and consultations. Officers are trained at CAL FIRE's Peace Officer Standard Training (POST) certified law enforcement training academy and they cooperate effectively with all local, state and federal law enforcement agencies.

6) Land Use/ Pre-Fire Planning Services – CAL FIRE staff will provide community land use planning, administration of Pre-Fire project work, including community outreach, development of community education programs, project quality control, maintenance of project records and submittal of progress reports, completion of required environmental documentation, acquisition of required permits and completion of other associated administrative duties.

7) Disaster planning services (listed in Exhibit E, Description of Other Services, attached hereto and made a part of this agreement)

8) Specific service descriptions and staffing coverage, by station (listed in Exhibit E, Description of Other Services, attached hereto and made a part of this agreement)

9) Extended Fire Protection Service Availability (Amador)

2. ADMINISTRATION

Under the requirements of California Public Resources Code Section 4114 and other provisions of law, STATE maintains fire prevention and firefighting services as outlined in Exhibit D, Schedule B of this agreement.

- A. Director shall select and employ a Region Chief who shall, under the direction of the Director/Chief Deputy Director, manage all aspects of fire prevention and fire protection services and forestry-related programs.
- B. Director will select and employ a Unit Chief who shall, under the supervision and direction of Director/Region Chief or a lawful representative, have charge of the organization described in Exhibit D, Schedules A, B and C included hereto and made a part of this agreement.
- C. LOCAL AGENCY shall appoint the Unit Chief as the LOCAL AGENCY Fire Chief for all Emergency Fire Protection, Medical and Rescue Response Agreements, pursuant to applicable statutory authority. The Unit Chief may delegate this responsibility to qualified staff.
- D. The Unit Chief may dispatch personnel and equipment listed in Exhibit D, Schedules A, B and C from the assigned station or location under guidelines established by LOCAL AGENCY and approved by STATE. Personnel and/or equipment listed in Exhibit D, Schedule B may be dispatched at the sole discretion of STATE.

- E. The Unit Chief shall exercise professional judgment consistent with STATE policy and his or her employment by STATE in authorizing or making any assignments to emergencies and other responses, including assignments made in response to requests for mutual aid.
- F. Except as may be otherwise provided for in this agreement, STATE shall not incur any obligation on the part of LOCAL AGENCY to pay for any labor, materials, supplies or services beyond the total set forth in the respective Exhibit D, Schedules A and C, as to the services to be rendered pursuant to each Schedule.
- G. Nothing herein shall alter or amend or be construed to alter or amend any Collective Bargaining Agreement or Memorandum of Understanding between the State of California and its employees under the State Employer-Employee Relations Act.

3. SUPPRESSION COST RECOVERY

As provided in Health and Safety Code (H&SC) Section 13009, STATE may bring an action for collection of suppression costs of any fire caused by negligence, violation of law, or failure to correct noticed fire safety violations. When using LOCAL AGENCY equipment and personnel under the terms of this agreement, STATE may, at the request of LOCAL AGENCY, bring such an action for collection of costs incurred by LOCAL AGENCY. In such a case LOCAL AGENCY appoints and designates STATE as its agent in said collection proceedings. In the event of recovery, STATE shall deduct fees and litigation costs in a proportional percentage amount based on verifiable and justifiable suppression costs for the fire at issue. These recovery costs are for services provided which are beyond the scope of those covered by the local government administrative fee.

In all such instances, STATE shall give timely notice of the possible application of H&SC Section 13009 to the representative designated by LOCAL AGENCY.

4. MUTUAL AID

When rendering mutual aid or assistance as authorized in H&SC Sections 13050 and 13054, STATE may, at the request of LOCAL AGENCY, demand payment of charges and seek reimbursement of LOCAL AGENCY costs for personnel, equipment and operating expenses as funded herein, under authority given by H&SC Sections 13051 and 13054. STATE, in seeking said reimbursement pursuant to such request of LOCAL AGENCY, shall represent LOCAL AGENCY by following the procedures set forth in H&SC Section 13052. Any recovery of LOCAL AGENCY costs, less expenses, shall be paid or credited to LOCAL AGENCY, as directed by LOCAL AGENCY.

In all such instances, STATE shall give timely notice of the possible application of H&SC Sections 13051 and 13054 to the officer designated by LOCAL AGENCY.

5. PROPERTY PURCHASE AND ACCOUNTING

LOCAL AGENCY shall be responsible for all costs associated with property required by personnel to carry out this agreement. Employee uniform costs will be assessed to the LOCAL AGENCY through the agreement billing process. Personal Protective Equipment (PPE) costs shall be the responsibility of the LOCAL AGENCY. By mutual agreement, PPE meeting the minimum specifications established by the STATE may be purchased directly by the LOCAL AGENCY. Alternately, the STATE will supply all PPE and the LOCAL AGENCY will be billed for costs incurred.

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All property provided by LOCAL AGENCY and by STATE for the purpose of providing fire protection services shall be marked and accounted for by the Unit Chief in such a manner as to conform to the regulations, if any, established by the parties for the segregation, care, and use of the respective properties.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. PAYMENT FOR SERVICES

- A. LOCAL AGENCY shall pay STATE actual cost for fire protection services pursuant to this agreement an amount not to exceed that set forth in Exhibit D, Schedule A for each fiscal year. STATE shall prepare an Exhibit D, Schedule A each year, which shall be the basis for payment for the entire fiscal year for which services are provided.
- B. Any other funds designated by LOCAL AGENCY to be expended under the supervision of or for use by a Unit Chief for fire protection services shall be set forth in Exhibit D, Schedule C. This clause shall not limit the right of LOCAL AGENCY to make additional expenditures, whether under Exhibit D, Schedule C or otherwise.
- C. STATE shall invoice LOCAL AGENCY for the cost of fire protection services on a quarterly basis as follows:
- 1) For actual services rendered by STATE during the period of July 1 through September 30, by an invoice filed with LOCAL AGENCY on or after December 10.
 - 2) For actual services rendered by STATE during the period October 1 through December 31, by an invoice filed with LOCAL AGENCY on or after December 31.
 - 3) For actual services rendered by STATE during the period January 1 through March 31, by an invoice filed with LOCAL AGENCY on or after March 31.
 - 4) For the estimated cost of services during the period April 1 through June 30, by an invoice filed in advance with LOCAL AGENCY on or after March 1.
 - 5) A final statement shall be filed with LOCAL AGENCY by October 1 following the close of the fiscal year, reconciling the payments made by LOCAL AGENCY with the cost of the actual services rendered by STATE and including any other costs as provided herein, giving credit for all payments made by LOCAL AGENCY and claiming the balance due to STATE, if any, or refunding to LOCAL AGENCY the amount of any overpayment.
 - 6) All payments by LOCAL AGENCY shall be made within thirty (30) days of receipt of invoice from STATE, or within thirty (30) days after the filing dates specified above, whichever is later.
 - 7) The STATE reserves the right to adjust the frequency of billing and payment to a monthly cycle with a thirty (30) day written notice to the LOCAL AGENCY when:
 - a. The Director predicts a cash flow shortage, or
 - b. When determined by the Region Chief, after consulting with the Unit Chief and the LOCAL AGENCY Contract Administrator, that the LOCAL AGENCY may not have the financial ability to support the contract at the contract level.
- D. Invoices shall include actual or estimated costs as provided herein of salaries and employee benefits for those personnel employed, charges for operating expenses and equipment and the administrative charge in accordance with Exhibit D, Schedule A. When "contractual rates" are indicated, the rate shall be based on an average salary plus all benefits. "Contractual rates" means an all-inclusive rate established in Exhibit

D, Schedule A for total costs to STATE, per specified position, for 24-hour fire protection services during the period covered.

- E. STATE shall credit the LOCAL AGENCY, or cover behind at no cost, for the costs of Non-post (e.g. Fire Marshal, Training Officer, etc.) positions and equipment assigned to STATE responsibility fires or other STATE funded emergency incidents. The STATE shall notify the LOCAL AGENCY when this occurs.

2. COST OF OPERATING AND MAINTAINING EQUIPMENT AND PROPERTY

The cost of maintaining, operating, and replacing any and all property and equipment, real or personal, furnished by the parties hereto for fire protection purposes, shall be borne by the party owning or furnishing such property or equipment unless otherwise provided for herein or by separate written agreement.

3. BUDGET CONTINGENCY CLAUSE

- A. If the LOCAL AGENCY's governing authority does not appropriate sufficient funds for the current year or any subsequent years covered under this Agreement, which results in an inability to pay the STATE for the services specified in this Agreement, the LOCAL AGENCY shall promptly notify the STATE and this Agreement will terminate pursuant to the notice periods required herein.
- B. If funding for any fiscal year is reduced or deleted by the LOCAL AGENCY for purposes of this program, the LOCAL AGENCY shall promptly notify the STATE, and the STATE shall have the option to either cancel this Agreement with no liability occurring to the STATE, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced amount, pursuant to the notice terms herein.
- C. If the STATE Budget Act does not appropriate sufficient funds to provide the services for the current year or any subsequent years covered under this Agreement, which results in an inability to provide the services specified in this Agreement to the LOCAL AGENCY, the STATE shall promptly notify the LOCAL AGENCY, and this Agreement will terminate pursuant to the notice periods required herein.
- D. If funding for any fiscal year is reduced or deleted by the STATE Budget Act for purposes of this program, the STATE shall promptly notify the LOCAL AGENCY, and the LOCAL AGENCY shall have the option to either cancel this Agreement with no liability occurring to the LOCAL AGENCY, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced services, pursuant to the notice terms herein.
- E. Notwithstanding the foregoing provisions in paragraphs A and B above, the LOCAL AGENCY shall remain responsible for payment for all services actually rendered by the STATE under this Agreement regardless of LOCAL AGENCY funding being reduced, deleted or not otherwise appropriated for this program. The LOCAL AGENCY shall promptly notify the STATE in writing of any budgetary changes that would impact this Agreement.
- F. LOCAL AGENCY and STATE agree that this Budget Contingency Clause shall not relieve or excuse either party from its obligation(s) to provide timely notice as may be required elsewhere in this Agreement.

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. STATE will not commence performance until such approval has been obtained.
2. **AMENDMENT**: This agreement may be amended by mutual consent of LOCAL AGENCY and STATE. 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.

If during the term of this agreement LOCAL AGENCY shall desire a reduction in STATE civil service employees assigned to the organization provided for in Exhibit D, Schedule A, LOCAL AGENCY shall provide 120 days written notice of the requested reduction. Notification shall include the following: (1) The total amount of reduction; (2) The firm effective date of the reduction; and (3) The number of employees, by classification, affected by a reduction. If such notice is not provided, LOCAL AGENCY shall reimburse STATE for relocation costs incurred by STATE as a result of the reduction. Personnel reductions resulting solely from an increase in STATE employee salaries or STATE expenses occurring after signing this agreement and set forth in Exhibit D, Schedule A to this agreement shall not be subject to relocation expense reimbursement by LOCAL AGENCY.

If during the term of this agreement costs to LOCAL AGENCY set forth in any Exhibit D, Schedule A to this agreement increase and LOCAL AGENCY, in its sole discretion, determines it cannot meet such increase without reducing services provided by STATE, LOCAL AGENCY shall within one hundred twenty (120) days of receipt of such Schedule notify STATE and designate which adjustments shall be made to bring costs to the necessary level. If such designation is not received by STATE within the period specified, STATE shall reduce services in its sole discretion to permit continued operation within available funds.

3. **ASSIGNMENT**: This Agreement is not assignable by the LOCAL AGENCY either in whole or in part, without the consent of the STATE in the form of a formal written amendment.
4. **EXTENSION OF AGREEMENT**:
 - A. One year prior to the date of expiration of this agreement, LOCAL AGENCY shall give STATE written notice of whether LOCAL AGENCY will extend or enter into a new agreement with STATE for fire protection services and, if so, whether LOCAL AGENCY intends to change the level of fire protection services from that provided by this agreement. If this agreement is executed with less than one year remaining on the term of the agreement, LOCAL AGENCY shall provide this written notice at the time it signs the agreement and the one year notice requirement shall not apply.
 - B. If LOCAL AGENCY fails to provide the notice, as defined above in (A), STATE shall have the option to extend this agreement for a period of up to one year from the original termination date and to continue providing services at the same or reduced level as STATE determines would be appropriate during the extended period of this agreement. Six months prior to the date of expiration of this agreement, or any extension hereof, STATE shall give written notice to LOCAL AGENCY of any extension of this agreement and any change in the level of fire protection services STATE will provide during the extended period of this agreement. Services provided and obligations incurred by STATE during an extended period shall be accepted by LOCAL AGENCY as services and obligations under the terms of this agreement.

- C. The cost of services provided by STATE during the extended period shall be based upon the amounts that would have been charged LOCAL AGENCY during the fiscal year in which the extended period falls had the agreement been extended pursuant hereto. Payment by LOCAL AGENCY for services rendered by STATE during the extended period shall be as provided in Exhibit B, Section 1, B of this agreement.
5. **AUDIT:** STATE, including the Department of General Services and the Bureau of State Audits, and LOCAL AGENCY agree that their designated representative shall have the right to review and to copy any records and supporting documentation of the other party hereto, pertaining to the performance of this agreement. STATE and LOCAL AGENCY agree 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, and to allow the auditor(s) of the other party access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. STATE and LOCAL AGENCY agree to a similar right 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).
6. **INDEMNIFICATION:** Each party, to the extent permitted by law, agrees to indemnify, defend and save harmless the other party, its officers, agents and employees from (1) any and all claims for economic losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work services, materials or supplies to that party and (2) from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by that party, in the performance of any activities of that party under this agreement, except where such injury or damage arose from the sole negligence or willful misconduct attributable to the other party or from acts not within the scope of duties to be performed pursuant to this agreement; and (3) each party shall be responsible for any and all claims that may arise from the behavior and/or performance of its respective employees during and in the course of their employment to this cooperative agreement.
7. **DISPUTES:** LOCAL AGENCY shall select and appoint a "Contract Administrator" who shall, under the supervision and direction of LOCAL AGENCY, be available for contract resolution or policy intervention with the STATE's Region Chief when, upon determination by the designated STATE representative, the Unit Chief acting as LOCAL AGENCY's Fire Chief under this agreement faces a situation in which a decision to serve the interest of LOCAL AGENCY has the potential to conflict with STATE interest or policy. Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed of within a reasonable period of time by the LOCAL AGENCY and STATE employees normally responsible for the administration of this agreement shall be brought to the attention of the CAL FIRE Director or designee and the Chief Executive Officer (or designated representative) of the LOCAL AGENCY for joint resolution. For purposes of this provision, a "reasonable period of time" shall be ten (10) calendar days or less. STATE and LOCAL AGENCY agree to continue with the responsibilities under this Agreement during any dispute.
8. **TERMINATION FOR CAUSE/CANCELLATION:**
- A. If LOCAL AGENCY fails to remit payments in accordance with any part of this agreement, STATE may terminate this agreement and all related services upon 60 days written notice to LOCAL AGENCY. Termination of this agreement does not relieve LOCAL AGENCY from providing STATE full compensation in accordance with terms of this agreement for services actually rendered by STATE pursuant to this agreement.

- B. This agreement may be cancelled at the option of either STATE or LOCAL AGENCY at any time during its term, with or without cause, on giving one year's written notice to the other party. Either LOCAL AGENCY or STATE electing to cancel this agreement shall give one year's written notice to the other party prior to cancellation.
9. **INDEPENDENT CONTRACTOR**: Unless otherwise provided in this agreement LOCAL AGENCY and the agents and employees of LOCAL AGENCY, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the STATE.
10. **NON-DISCRIMINATION CLAUSE**: During the performance of this agreement, LOCAL AGENCY shall be an equal opportunity employer and 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, denial of family care leave, veteran status, sexual orientation, and sexual identity. LOCAL AGENCY shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. LOCAL AGENCY 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. LOCAL AGENCY shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- In addition, LOCAL AGENCY acknowledges that it has obligations relating to ethics, Equal Employment Opportunity (EEO), the Fire Fighter's Bill of Rights Act (FFBOR), and the Peace Officer's Bill of Rights Act (POBOR). LOCAL AGENCY shall ensure that its employees comply with all the legal obligations relating to these areas. LOCAL AGENCY shall ensure that its employees are provided appropriate training.
11. **TIMELINESS**: Time is of the essence in the performance of this agreement.
12. **COMPENSATION**: The consideration to be paid STATE, as provided herein, shall be in compensation for all of STATE's expenses incurred in the performance hereof, including travel, per Diem, and taxes, unless otherwise expressly so provided.
13. **GOVERNING LAW**: This agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
14. **CHILD SUPPORT COMPLIANCE ACT**: "For any Agreement in excess of \$100,000, the LOCAL AGENCY acknowledges in accordance with Public Contract Code 7110, that:
- A. The LOCAL AGENCY 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 LOCAL AGENCY, 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."

15. **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.

16. **COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

The STATE and LOCAL AGENCY have a responsibility to comply with the provisions of the 1996 Federal Health Insurance Portability and Accountability Act (HIPAA) and the 2001 State Health Insurance Portability and Accountability Implementation Act. HIPAA provisions become applicable once the association and relationships of the health care providers are determined by the LOCAL AGENCY. It is the LOCAL AGENCY'S responsibility to determine their status as a "covered entity" and the relationships of personnel as "health care providers", "health care clearinghouse", "hybrid entities", "business associates", or "trading partners". STATE personnel assigned to fill the LOCAL AGENCY'S positions within this Agreement, and their supervisors, may fall under the requirements of HIPAA based on the LOCAL AGENCY'S status. It is the LOCAL AGENCY'S responsibility to identify, notify, train, and provide all necessary policy and procedures to the STATE personnel that fall under HIPAA requirements so that they can comply with the required security and privacy standards of the act.

17. **LIABILITY INSURANCE**

The STATE and LOCAL AGENCY shall each provide proof of insurance in a form acceptable to the other party at no cost one to the other, to cover all services provided and use of local government facilities covered by this agreement. If LOCAL AGENCY is insured and/or self-insured in whole or in part for any losses, LOCAL AGENCY shall provide a completed Certification of Self Insurance (Exhibit D, Schedule E) or certificate of insurance, executed by a duly authorized officer of LOCAL AGENCY. Upon request of LOCAL AGENCY the STATE shall provide a letter from DGS, Office Risk and Insurance Management executed by a duly authorized officer of STATE. If commercially insured in whole or in part, a certificate of such coverage executed by the insurer or its authorized representative shall be provided.

Said commercial insurance or self-insurance coverage of the LOCAL AGENCY shall include the following:

- A. Fire protection and emergency services - Any commercial insurance shall provide at least general liability for \$5,000,000 combined single limit per occurrence.
- B. Dispatch services – Any commercial insurance shall provide at least general liability for \$1,000,000 combined single limit per occurrence.
- C. The CAL FIRE, State of California, its officers, agents, employees, and servants are included as additional insured's for purposes of this contract.
- D. The STATE shall receive thirty (30) days prior written notice of any cancellation or change to the policy at the addresses listed on page 2 of this agreement.

18. **WORKERS COMPENSATION:** (only applies where local government employees/volunteers are supervised by CAL FIRE, as listed in Exhibit D Schedule C. STATE contract employees' workers compensation is included as part of the contract personnel benefit rate).

- A. Workers' Compensation and related benefits for those persons, whose use or employment is contemplated herein, shall be provided in the manner prescribed by California Labor Codes, State Interagency Agreements and other related laws, rules, insurance policies, collective bargaining agreements, and memorandums of understanding.

- B. The STATE Unit Chief administering the organization provided for in this agreement shall not use, dispatch or direct any non STATE employees, on any work which is deemed to be the responsibility of LOCAL AGENCY, unless and until LOCAL AGENCY provides for Workers' Compensation benefits at no cost to STATE. In the event STATE is held liable, in whole or in part, for the payment of any Worker's Compensation claim or award arising from the injury or death of any such worker, LOCAL AGENCY agrees to compensate STATE for the full amount of such liability.
- C. The STATE /LOCAL AGENCY shall receive proof of Worker's Compensation coverage and shall be notified of any cancellation and change of coverage at the addresses listed in Section 1.

19. **CONFLICT OF INTEREST**: LOCAL AGENCY needs to be aware of the following provisions regarding current or former state employees. If LOCAL AGENCY has any questions on the status of any person rendering services or involved with the Agreement, the STATE must be contacted immediately for clarification.

Current State Employees (Public Contract Code §10410):

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Public Contract Code §10411):

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If LOCAL AGENCY violates any provisions of above paragraphs, such action by LOCAL AGENCY shall render this Agreement void. (Public Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Public Contract Code §10430 (e))

20. **LABOR CODE/WORKERS' COMPENSATION**: LOCAL AGENCY needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and LOCAL AGENCY affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

21. **AMERICANS WITH DISABILITIES ACT**: LOCAL AGENCY assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the

basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

22. **LOCAL AGENCY NAME CHANGE:** An amendment is required to change the LOCAL AGENCY'S name as listed on this Agreement. Upon receipt of legal documentation of the name change the STATE will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
23. **RESOLUTION:** A county, city, district, or other local public body must provide the STATE with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
24. **AIR OR WATER POLLUTION VIOLATION:** Under the State laws, the LOCAL AGENCY shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
25. **Affirmative Action.** STATE certifies its compliance with applicable federal and State hiring requirements for persons with disabilities, and is deemed by LOCAL AGENCY to be in compliance with the provisions of LOCAL AGENCY'S Affirmative Action Program for Vendors.
26. **Drug and Alcohol-Free Workplace.** As a material condition of this Agreement, STATE agrees that it and its employees, while performing service for LOCAL AGENCY, on LOCAL AGENCY property, or while using LOCAL AGENCY equipment, shall comply with STATE's Employee Rules of Conduct as they relate to the possession, use, or consumption of drugs and alcohol.
27. **Zero Tolerance for Fraudulent Conduct in LOCAL AGENCY Services.** STATE shall comply with any applicable "Zero Tolerance for Fraudulent Conduct in LOCAL AGENCY Services." There shall be "Zero Tolerance" for fraud committed by contractors in the administration of LOCAL AGENCY programs and the provision of LOCAL AGENCY services. Upon proven instances of fraud committed by the STATE in connection with performance under the Agreement, the Agreement may be terminated consistent with the termination for cause/cancellation term, Exhibit C, section 8, subsection B, of Cooperative Fire Programs Fire Protection Reimbursement Agreement, LG-1, between the California Department of Forestry and Fire Protection (CAL FIRE) and the LOCAL AGENCY.
28. **Confidential Information.** "Confidential information" means information designated by CAL FIRE and/or the LOCAL AGENCY disclosure of which is restricted, prohibited or privileged by State and federal law. Confidential Information includes, but is not limited to, information exempt from disclosure under the California Public Records Act (Government Code Sections 6250 et seq.) Confidential Information includes but is not limited to all records as defined in Government Code section 6252 as well as verbal communication of Confidential Information. Any exchange of Confidential Information between parties shall not constitute a "waiver" of any exemption pursuant to Government Code section 6254.5

CAL FIRE and LOCAL AGENCY personnel allowed access to information designated as Confidential Information shall be limited to those persons with a demonstrable business need for such access. CAL FIRE and LOCAL AGENCY agree to provide a list of authorized personnel in writing as required by Government Code section 6254.5(e). CAL FIRE and the

LOCAL AGENCY agree to take all necessary measures to protect Confidential Information and shall impose all the requirements of this Agreement on all of their respective officers, employees and agents with regards to access to the Confidential Information. A Party to this Contract who experiences a security breach involving Confidential Information covered by this Contract, agrees to promptly notify the other Party of such breach

29. **ENTIRE AGREEMENT**: This agreement contains the whole agreement between the Parties. It cancels and supersedes any previous agreement for the same or similar services.

EXHIBIT D
ADDITIONAL PROVISIONS

EXCISE TAX: State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. STATE will pay any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this agreement. The STATE may pay any applicable sales and use tax imposed by another state.

Schedules

The following Schedules are included as part of this agreement (check boxes if they apply):

- A. Fiscal Display, PRC 4142 AND/OR PRC 4144** - STATE provided LOCAL AGENCY funded fire protection services. STATE-owned vehicles shall be operated and maintained in accordance with policies of STATE at rates listed in Exhibit D, Schedule A.
- B. STATE Funded Resource** - A listing of personnel, crews and major facilities of the STATE overlapping or adjacent to the local agency area that may form a reciprocal part of this agreement.
- C. LOCAL AGENCY Provided Local Funded Resources** - A listing of services, personnel, equipment and expenses, which are paid directly by the local agency, but which are under the supervision of the Unit Chief.
- D. LOCAL AGENCY Owned STATE Maintained Vehicles** - Vehicle information pertaining to maintenance responsibilities and procedures for local agency-owned vehicles that may be a part of the agreement.

LOCAL AGENCY-owned firefighting vehicles shall meet and be maintained to meet minimum safety standards set forth in Title 49, Code of Federal Regulations; and Titles 8 and 13, California Code of Regulations.

LOCAL AGENCY-owned vehicles that are furnished to the STATE shall be maintained and operated in accordance to LOCAL AGENCY policies. In the event LOCAL AGENCY does not have such policies, LOCAL AGENCY-owned vehicles shall be maintained and operated in accordance with STATE policies. The cost of said vehicle maintenance and operation shall be at actual cost or at rates listed in Exhibit D, Schedule D.

Exhibit D, Schedule D is incorporated into this section if LOCAL AGENCY-owned vehicles listed in Exhibit D, Schedule D are to be operated, maintained, and repaired by STATE.

LOCAL AGENCY assumes full responsibility for all liabilities associated therewith in accordance with California Vehicle Code Sections 17000, 17001 et seq. STATE employees operating LOCAL AGENCY-owned vehicles shall be deemed employees of LOCAL AGENCY, as defined in Vehicle Code Section 17000. Except where LOCAL AGENCY would have no duty to indemnify STATE under Exhibit C, Section 6 for all LOCAL AGENCY-owned vehicles operated or used by employees of STATE under this agreement.

LOCAL AGENCY employees, who are under the supervision of the Unit Chief and operating STATE-owned motor vehicles, as a part of the duties and in connection

with fire protection and other emergency services, shall be deemed employees of STATE, as defined in Vehicle Code Section 17000 for acts or omissions in the use of such vehicles. Except where STATE would have no duty to indemnify LOCAL AGENCY under Exhibit C, Section 6.

- E. Certification of Insurance** - Provider Insurance Certification and/or proof of self-insurance.

Contractor Name: County of Sonoma

Contract No: 1CA03524

Page No.: 18

EXHIBIT D, SCHEDULE A

LOCAL FUNDED – STATE RESOURCES

FISCAL DISPLAY

PRC 4142 and 4144

NAME OF LOCAL AGENCY: County of Sonoma

CONTRACT NUMBER: **1CA03524**

Index: 1400

PCA: 17405, 17410,
17415

Fiscal Year: 2017/18 to SELECT

This is Schedule A of Cooperative Agreement originally dated July 1, 2017, by and between CAL FIRE of the State of California and LOCAL AGENCY.

(See Attached)

Fiscal Year: 2017
 Index: 1400
 PCA See Below
 PRC: 41.42/41.44

Unit: LNU

Contract Name: County of Sonoma
 Contract No.: 1CA03524

Unit Chief: Shana Jones



Page No.: 19

This is a Schedule A - 41.42 and 41.44 of the Cooperative Agreement, dated July 1, 2017 between "County of Sonoma" and The California Department of Forestry and Fire Protection (CAL FIRE):

	2017/18		
	17405 PS	\$179,446	\$182,276
17405 OE	\$2,830		
17410	17410 PS	\$5,711	\$22,117
	17410 OE	\$16,405	
17415	17415 PS	\$41,659	\$41,659
	17415 OE		
FY 2017/18 Contract Total:		\$246,052	

	2018/19	2019/20	2020/21
	\$258,355	\$271,273	\$284,836

* Figures in this table are based on a 5% increase annually

Fiscal Year: 2017
Index: 1400
PCA: 17405
PRC: 4142
Comments: ZONE 9 AMADOR

Unit: LNU
Unit Chief: Shana Jones

PS Subtotal: \$159,380
OE Subtotal: \$2,514
Sub Total Admin: \$161,894
Total: \$20,382
Total: \$182,276

Yr 2 (5%): \$191,390
Yr 3 (5%): \$200,960
Yr 4 (5%): \$211,008

Contract Name: County of Sonoma
Contract No.: 1CA03524
Page No.: 20

This is a Schedule A - 4142 of the Cooperative Agreement, dated July 1, 2017 between "County of Sonoma" and The California Department of Forestry and Fire Protection (CAL FIRE):

Personnel Services

Number of Positions	Classification/ad-ons (Pick From List)	RET.	Period	Salary Months	Salary Rate	Total Salary	EDWC Rate	EDWC Periods	Total EDWC	Salary Benefits	FFI UI	EDWC Benefits	Total Salary & EDWC	Total Position Cost
2	Fire Fighter I	POF	10/15 to 5/15	7	\$4,137	\$57,918	\$2,146	7	\$30,044.00	\$51,581.77	\$4,766.65	\$14,764	\$154,307	\$154,307.39
	Firefighter I Unplanned Overtime			1	Various	\$5,000	\$0	0	\$0	\$72.50	\$0	\$0	\$0	\$5,073

Operating Expenditures

Category	Details	Number	Months	Rate	Sub-Total	Uniform Benefits	Total
UNIFORM ALLOWANCE	Seasonal Uniform Allowance	2	7	\$177	\$2,478	\$35.93	\$2,514

Fiscal Year: 2017
Index: 1400
PCA: 17415
PRC: 4142
Comments: Duty Chief Coverage

Unit: LNU
Unit Chief: Shana Jones

PS Subtotal: \$37,001
Yr 2 (5%): \$43,742
Yr 3 (5%): \$45,930
Yr 4 (5%): \$48,226

Sub Total Admin: \$37,001
Total: \$4,658
Total: \$41,659

Contract Name: County of Sonoma
Contract No.: ICA03524
Page No.: 22

This is a Schedule A - 4142 of the Cooperative Agreement, dated July 1, 2017 between "County of Sonoma" and The California Department of Forestry and Fire Protection (CAL FIRE);

Personnel Services

Number of Positions	Classification/ad-ons (Pick From List)	RET.	Period	Salary Months	Salary Rate	Total Salary	EDWC Rate	EDWC Periods	Total EDWC	Salary Benefits	FFI UI	EDWC Benefits	Total Salary & EDWC	Total Position Cost
2	Battalion Chief		7/1/17-6/30/18	12	\$1,119	\$26,856			\$0.00			\$0	\$26,856	\$26,856.00
	Battalion Chief Unplanned Overtime			1	Various	\$10,000		0	\$0	\$145.00	\$0	\$0	\$0	\$10,145

EXHIBIT D, SCHEDULE E

This is Schedule E of Cooperative Agreement originally dated July 1, 2017, by and between the CAL FIRE of the State of California and LOCAL AGENCY

NAME OF LOCAL AGENCY:County of Sonoma

The CAL FIRE, State of California and its officers, agents, employees, and servants are included as additional insured for the purposes of this contract. The State shall receive thirty (30) days prior written notice of any cancellation or change to the policy at the addresses listed in LG1, Page 2.

FISCAL YEAR: 2017/18 to SELECT

SELF-INSURANCE CERTIFICATION BY LOCAL AGENCY FOR TORT LIABILITY

This is to certify that LOCAL AGENCY has elected to be self-insured under the self-insurance provision provided in Exhibit C, Section 17.

By: _____ Signature _____ Printed Name

_____ Title _____ Date

SELF-INSURANCE CERTIFICATION BY LOCAL AGENCY FOR WORKER'S COMPENSATION BENEFITS

This is to certify that LOCAL AGENCY has elected to be self-insured for Workers' Compensation benefits which comply with Labor Code Section 3700 as provided in Exhibit C, Section 18.

By: M. Chadbourne Signature MARCIA CHADBOURNE Printed Name

RISK MANAGER _____ Title _____ Date 5/18/17

SELF-INSURANCE CERTIFICATION BY LOCAL AGENCY FOR LOCAL AGENCY-OWNED VEHICLES

This is to certify that LOCAL AGENCY has elected to be self-insured for local agency-owned vehicles under the self-insurance provision provided in Exhibit D, Schedule D.

By: _____ Signature _____ Printed Name

_____ Title _____ Date

EXHIBIT E
DESCRIPTION OF OTHER SERVICES

STATE shall provide use of STATE Battalion Chiefs (BC) to provide CSA #40 Duty Coverage. This will include all PPE and a response vehicle.

The STATE BC will provide Duty Coverage for CSA 40 while providing STATE mission Battalion Coverage. Coverage will be limited to a maximum of 15 days a month, as needed by County of Sonoma, CSA #40.

The STATE BC will act on behalf of the LOCAL AGENCY for command and control of LOCAL AGENCY incidents and administrative issues.

The LOCAL AGENCY shall provide training to all unit Battalion Chiefs that will perform CSA #40 Duty Coverage.

The LOCAL AGENCY shall submit the Duty Chief schedule for review and approval to the West Division Operation Chief.

St. Helena ECC will notify the STATE BC of dispatches after notification by REDCOM. The STATE BC will switch to the appropriate Control channel upon response.

If at any time the STATE BC becomes unavailable on a coverage day, he/she will notify the LOCAL AGENCY ON CALL Fire Chief contact.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED –
DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of person or organization:

THE CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION, STATE
OF CALIFORNIA, ITS OFFICERS, AGENTS EMPLOYEES AND SERVANTS.

[If no entry appears above, the information required to complete this endorsement will be shown in the
Declarations as applicable to this endorsement.]

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or
organization(s) shown in the Schedule, but only with respect to liability for injury or damage caused, in
whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance
afforded to such additional insured will not be broader than that which you are required by the
contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section
III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will
pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
California Department of Forestry and Fire Protection	State of California - as required by contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 12
(This Section for use by Clerk of the Board Only.)

To: Sonoma County Board of Supervisors

Board Agenda Date: June 20, 2017

Vote Requirement: Majority

Department or Agency Name(s): General Services, Auditor-Controller/Treasurer-Tax Collector

Staff Name and Phone Number:

Jane Elias: 707-565-6483

Supervisorial District(s):

All

Title: Professional Software Development Services for Sonoma County Energy Independence Program

Recommended Actions:

Authorize the Chair of the Board of Supervisors to execute a Professional Services Agreement with Eide Bailly LLP for the development and maintenance of a licensed Salesforce Customer Relationship Management software system for five years ending June 30, 2021 at not-to-exceed amount of \$260,000 for development, and \$215,000 for licensing to enhance the services and online tools available to constituents.

Executive Summary:

The General Services, Energy and Sustainability Division, through the Sonoma County Energy Independence Program, provides resources, rebates, incentives, contractors, and financing options for increasing energy and water efficiency to commercial and residential property owners in Sonoma County. A primary mechanism of delivery of its services is the SonomaCountyEnergy.org website. In addition to providing information, the website allows property owners to apply for Property Assessed Clean Energy financing online, search for Participating Contractors and Rebates, create a tailored improvement plan for their property, and request and reserve tools from the Tool Lending Library. It also allows staff to create reports, and monitor program performance and participation.

To meet these needs, the Program proposes to implement a Customer Relationship Management system to enhance and create user-friendly and reliable online web tools that are accommodating of any mobile device, simple for staff to keep current, and well-supported technically so that issues may be resolved as quickly. It is also critical that the system is built on a stable and dynamic platform that is scalable to accommodate the growing requirements of the program.

The Energy Independence Program desires to enter into a long term contract with a vendor that can provide this level of service and support in order to meet current and future program needs, and to be

able to effectively track and monitor outreach and marketing efforts, inquiries, and participation across programs.

Discussion:

History: Sonoma County Water Agency initially contracted with Sostre Enterprises, Inc. (“Sostre”) for the development and maintenance of Sonoma County Energy Independence website, SonomaCountyEnergy.org. On November 9, 2010 a new contract between the County of Sonoma and Sostre was executed as a result of expansion of the desired scope of services to include the development of a database and online workflow tool. The result of this effort was a web-based automated application intake module with dashboard capabilities, which allowed applicants and contractors to check on the status of their applications in real time. During the development of this expanded website, the California Energy Commission granted the County of Sonoma funds to further enhance the website to create a “HUB Tool” web portal to be used as a statewide model for a one-stop shop. To achieve this deliverable and using State grant funding, Sostre was contracted in September 9, 2011 and again on February 2, 2012 to facilitate the successful delivery of all of the web-based scope of work funded by the State grant. With work still remaining after the grant period ended, Sostre was retained for another year to complete development.

On April 16, 2013, the Energy Independence Program released a Request for Proposals to website development firms that could provide the necessary expertise to develop and maintain as necessary the website. On June 18, 2013, The Board of Supervisors approved the three-year contract with Vitasys, Inc. dba ezSite Content Management Systems, to provide website development and services. This firm was chosen because it had the best combination of: a large team with technical expertise, demonstrable experience working on similar projects with local government agencies, lowest cost, and very good references regarding its customer service and responsiveness. This contract is scheduled to expire on June 30, 2017.

In order to meet the evolving needs and expansion of program outreach and services, staff assessed the existing system capabilities and found that the current method of tracking and reporting program information was ineffective and cumbersome. Implementation of a Customer Relationship Management system will enhance the customer experience while allowing advanced tracking of outreach and marketing efforts, improved opportunities for participation across programs, and provide a robust reporting tool for metrics.

On March 21, 2017, your Board extended our current website agreement for one year in order to allow the Program to begin working with Information Services Department and transition the work related to the Sonoma County Energy Independence Program website and allow the Program to go out for a competitive bid process. The Request for Proposal was written to allow for other County departments or agencies to leverage the results from the process. Energy and Sustainability staff met with representatives of the Sonoma County Information Systems Department and included them in the proposal process to ensure technical elements would be met and allow for discovery to happen during the evaluation and interview phases related to possible needs from other departments or agencies. The County’s Information Services Department will migrate and host the SonomaCountyEnergy.org website with enhanced tools and tracking to be provided through a Customer Relationship Management System to be developed by a third-party vendor.

Given the timelines and the nature of the development, on March 21, 2017, the Board of Supervisors approved a one-year extension to the Vitasys, Inc. contract to allow time for the website migration and for the General Services Department to issue a formal request for proposal for a new Customer Relationship Management system and associated online tools.

Request for Proposal Process: On April 10, 2017, the Energy and Sustainability division released a Request for Proposal for development of a Customer Relationship Management System or Database Solution. The proposal was sent directly to 65 suppliers and bidders based on expertise, direct email notification to 1,872 vendors through govdelivery.com system, and posted to the Purchasing Department’s Request for Proposals website. Nineteen firms accepted an invitation to bid. Of those vendors, four firms responded, none of which qualified for local preference status.

Vendor	Location	Software Platform
Aeon Nexus	Albany, NY	Microsoft Dynamics
Blue City Studios	Wooster, OH	Salesforce
Eide Bailly LLP	Fargo, ND	Salesforce
Speridian Technologies	Albuquerque, NM	Oracle

Four Energy and Sustainability Division staff members, a General Services Facilities Management employee and one County Information Systems Department employee, conducted the evaluation process, consisting of rating of responses and presentations. The proposal review included assessment of services, demonstrated experience and proposed rates. The rating of the responses resulted in the selection of three finalists, each of whom was invited to make a presentation. In addition, staff from the County Administrator’s Office, Public Information Office, Information Services, Water Agency, Agricultural Preservation and Open Space viewed the presentation.

Eide Bailly LLP was the finalist chosen based on the initial proposal evaluation, the interview and references. This firm was chosen because it had the best combination of: comprehension of the scope of work, a team with technical expertise, demonstrable experience working on similar projects with local government agencies, cost and references regarding its customer service and responsiveness. As a result of the solicitation, all County departments will have the ability to request pricing for implementation of Customer Relationship Management tools relative to their needs. Interested departments should negotiate their work scope and licensing needs directly with the vendor. Upon agreement, reference to the original solicitation should be noted in their request for approval to the Board.

Scope of Work: The solution will support prospective customer recruitment, participation, project workflow automation, event management, communications, marketing, surveys, newsletters, and reporting/analysis needs. The web services and customer relations management system will be implemented in phases.

Energy and Sustainability expects a successfully functioning Customer Relationship Management solution before or on March 31, 2018.

Prior Board Actions:

06/18/13 – Professional Services Agreement between Vitasys, Inc dba ezSite Content Management Systems and the Energy Independence Program; 3/21/17 – Extension of the Professional Services Agreement between Vitasys, Inc dba ezSite Content Management Systems and the Energy Independence Program

09/01/09 – Amendment of Water Agency website maintenance contract with Sostre to accommodate the Energy Independence Program; 11/09/10 – Professional Services Agreement between Sostre and the Energy Independence Program; 09/20/11 – Addendum to Sostre Agreement; 2/1/12 – Sostre Agreement to provide CEC grant deliverable; 6/19/12 – One year service agreement with Sostre;

Strategic Plan Alignment Goal 4: Civic Services and Engagement

This service agreement will enable the County, through the General Services Department’s Energy and Sustainability division, to enhance the customer service experiences by improving awareness of and access to resources and programs that promote a reduction in energy usage, reduce greenhouse gas emissions, support employment in the green construction industry and reduce energy costs.

Fiscal Summary

Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses	150,000	175,000	50,000
Additional Appropriation Requested			
Total Expenditures	150,000	175,000	50,000
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other	150,000	175,000	50,000
Use of Fund Balance			
Contingencies			
Total Sources	150,000	175,000	50,000

Narrative Explanation of Fiscal Impacts:

There are no General Fund impacts. Each year the Sonoma County Energy Independence Program budget includes funding for website services. The funds derive from a portion of the interest paid over time by property owners that have utilized the Sonoma County Energy Independence Program.

Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
There are no staffing impacts			
Attachments:			
Attachment 1: Professional Service Agreement Exhibit A: Scope of Work Attachment 2: Salesforce Quote Attachment 3: Professional Services Agreement with Eide Bailly LLP			
Related Items “On File” with the Clerk of the Board:			
Request for Proposal – Customer Relationship Management System or Database Solution			



WE TRUST THERE IS A BETTER WAY

Sonoma County - CRM Project Scope & Vision

County of Sonoma



TAILORED SERVICE

At Eide Bailly, we do not use a “cookie-cutter” approach. We tailor our services to meet the unique needs of each client.

Current Situation

Based on our conversations, Eide Bailly will provide Consulting and Development resources to County of Sonoma.

The future vision is a solution that is robust and scalable to meet the enterprise-wide needs of the Energy and Sustainability Division (ESD). ESD anticipates that Customer and/or Building Lifecycle will start with marketing to prospects, recruitment, inquiries, and program participation.

Later phases would include additional program participation, surveys, referrals, and feedback. ESD requires an integrated report writing tool for regular and ad-hoc reporting across database information including a customizable dashboard system to display information and/or results.

ESD is seeking to implement an intuitive and user-friendly tool to increase and enhance staff efficiency and productivity in delivering results.

The solution sought will support prospective customer recruitment, participation, project workflow automation, event management, communications, marketing, surveys, newsletters, and reporting/analysis needs.

Comprehensive integration of marketing, recruitment, retention, customer experience (full lifecycle throughout various program participation tracked by the customer and/or address) in a single system.

A highly configurable system with customizable workflows and triggers that enable the automation of activities across all stages of the customer lifecycle based on a combination of complex business rules, demographic, behavior and activity data.

Integration and automated data synchronization with other external data sources. The proposed system must be capable of importing historical data from standard database formats.



This Scope of Work (SOW) includes the following business objectives:

1. Greater Efficiency

County of Sonoma is seeking a more streamlined user experience, internal efficiencies such as automation, triggers, document management, BuyBidAlert efficiencies, credit limit control, and overall are looking for their tools to be more business driven as opposed to IT driven.

2. Enhanced Visibility

County of Sonoma is seeking greater visibility into the stock lifecycle, greater insight into inventory management, and other KPI's that drive the business forward.

3. Scalability

County of Sonoma recognizes that current tools have hit their “ceiling” without expanding code. They are seeking feature scalability on a platform with room for growth along with moving toward a richer mobile platform.

Description of Services

- **NOTE: This is a time and materials (T&M) proposal.** This engagement is for general consulting hours to be utilized at the discretion and direction of County of Sonoma. The following scope items have been identified as areas to be addressed based on Eide Bailly's current understanding of County of Sonoma's needs. Eide Bailly and County of Sonoma will work together to allocate available hours towards prioritized needs.
- If necessary, subsequent change orders may be generated based on functional complexity and to address additional requirements identified during the execution of this T&M Engagement.

Project Scope

- **SONOMA COUNTY - ANALYSIS & DESIGN**
 - Review Business and Technical Processes
 - Meet with key employees to document high-level processes and objectives of each division as it pertains to Salesforce.com.
 - Review business operations including business goals and objectives through available reports.
 - Analyze existing systems to determine the requirements for accommodating data.
 - Identify and document the Salesforce system technical requirements including workflows, data validations, reports, security and other key components to a functional CRM implementation.
 - A functional specification document (VSOW: Admin Workbook, Process Diagram, Entity Relationship Diagram, and Project Plan) is included in this scope.
- **SONOMA COUNTY - AUTOMATION (STD)**
 - Create workflow automation, approvals processes and data validation rules that support the Client's processes and drive compliance. Rules may include automated tasks, field updates, email and other standard workflow items.
- **SONOMA COUNTY - CASE MANAGEMENT**
 - Create standard Cases for tracking general tickets. May also include the creation of web-to-case functionality as needed or requested. (Escalation and SLA's are not a part of this functionality.)
- **SONOMA COUNTY - COMMUNITY DEVELOPMENT**
 - Develop custom functionality required for Client's Salesforce Community deployment
- **SONOMA COUNTY - CUSTOM DEVELOPMENT**
 - Develop custom functionality in Salesforce
- **SONOMA COUNTY - CUSTOM DEVELOPMENT - AUTOMATION**
 - Custom Code development needed which standard configuration can not accomplish (IE Workflow vs Trigger)
- **SONOMA COUNTY - CUSTOM OBJECTS**
 - Set up Custom Objects
- **SONOMA COUNTY - DATA IMPORT**
 - Import of data into Salesforce. Client to provide one formatted CSV file per object to be imported into Salesforce based on a template provided by Eide Bailly. Data extraction, data deduplication, data cleaning, and data preparation are the responsibility of the client and

are not included in this scope. Any data extraction or preparation work required of Eide Bailly will increase scope and total project cost.

- **SONOMA COUNTY - INTEGRATION - API**
 - Direct integration of Salesforce with external systems utilizing Salesforce REST and/or SOAP API's
- **SONOMA COUNTY - INTEGRATION - EMAIL**
 - Configure Email Client on SFDC such as a Salesforce for Outlook or Cirrus Insight (including support to install the Outlook Plugin) to ensure users can attach an email to records in Salesforce.
- **SONOMA COUNTY - MVP BUILD**
 - Implementation of the Minimum Viable Product requirements. May include Users, Roles, Profiles, Permission Sets, Sharing Rules, Custom Fields, Standard Page Layouts, Custom Objects, Object Relationships, and Custom Record Types.
- **SONOMA COUNTY - PAGE LAYOUTS**
 - Development of custom page layouts unique to different groups of users to optimize the user experience.
- **SONOMA COUNTY - PRODUCTS & PRICE BOOKS**
 - Products and Price Books - import products and price books to accommodate the Client's needs including product families and discounts. The client will provide a single, formatted CSV file of all products and related information to assist with the initial configuration.
- **SONOMA COUNTY - PROJECT MANAGEMENT**
 - Includes creation and maintenance of the Project Vision document, project planning, schedule and budget management, weekly (or as required) client meetings, project status update and scope validation to ensure a successful engagement.
- **SONOMA COUNTY - REPORTING - VIEWS AND ANALYTICS**
 - Create custom list views, reports and dashboards for objects customized as part of this scope.
- **SONOMA COUNTY - SECURITY SETUP**
 - Setup Users, Profiles, Roles, Public Groups, Sharing Model, Permission Sets, and Org-wide Defaults.
- **SONOMA COUNTY - TRAINING - ADMINISTRATOR**
 - Provide weekly (or as desired) training sessions to prepare and deliver admin training, follow-up training, Q&A and general support.
- **SONOMA COUNTY - TRAINING - USER**
 - Provide weekly (or as desired) training sessions to prepare and deliver end user training, follow-up training, Q&A and general support.

The implementation will include the following Salesforce Clouds and other related applications:

- **Lightning Service Cloud**
- **Community Cloud**

Any Salesforce Clouds or other applications not expressly included in this SOW are not included.

Project Deliverables

Eide Bailly follows an Agile delivery model. As a result, the execution of the Scope of Work will be iterative and each scope item may be spread across multiple iterations. Throughout the project iterations and within the Project Scope, Eide Bailly will provide the following deliverables:

CONSULTATION

Business Goals Backlog (Stories)

BUSINESS GOALS

List of all affected existing processes and new process

List of stakeholders for each process

Documented constraints

DATA & PROCESS

Metrics Identified

Needed data points identified

ERD Delivered

Process Map Identified for each affected process

EXECUTION

Project Vision Documentation. Updated ongoing throughout the project.

Declarative and Development Salesforce Consulting Services

End User Acceptance Testing

Acceptance Received

Eide Bailly Salesforce Iterative Development Process

Iterations

A&D

Execution Sprints

User Acceptance Testing (UAT)

Professional Fees



Below are the estimated fees based on the scope of work and the level of involvement of County of Sonoma’s staff as documented in this SOW:

PROFESSIONAL FEES			
	ESTIMATED HOURS	RATE/HOUR	TOTAL
Analysis & Design	120	\$185.00	\$22,200.00
Automation (STD)	35	\$185.00	\$6,475.00
Case Management	45	\$185.00	\$8,325.00
Community Development	225	\$185.00	\$41,625.00
Custom Development	60	\$185.00	\$11,100.00
Custom Development - Automation	40	\$185.00	\$7,400.00
Custom Objects	15	\$185.00	\$2,775.00
Data Import	40	\$185.00	\$7,400.00
Integration - API	115	\$185.00	\$21,275.00
Integration - Email	5	\$185.00	\$925.00
MVP Build	180	\$185.00	\$33,300.00
Page Layouts	35	\$185.00	\$6,475.00
Products & Price Books	60	\$185.00	\$11,100.00
Project Management	265	\$185.00	\$49,025.00
Reporting - Views and Analytics	40	\$185.00	\$7,400.00
Security Setup	15	\$185.00	\$2,775.00
Training - Administrator	15	\$185.00	\$2,775.00
Training - User	10	\$185.00	\$1,850.00
TOTAL ESTIMATED HOURS AND RATE	1320	\$185	\$244,200.00

If all hours in the agreement are expended the total amount will be \$244,200.00.



PHASE 1 PROJECT VISION DOCUMENT

EideBailly	Week 1	Week 2 <i>Start of Phase 1</i>	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8 <i>End of Phase 1</i>
Project Planning	Project Kick-off Meetings, Org Access							
Iteration 1		Analysis and Design	Customer Types, Leads, Accounts, Contacts	User Acceptance Testing, Changes				
Iteration 2			Analysis and Design	Buildings, Improvements, Tools	User Acceptance Testing, Changes			
Iteration 3				Analysis and Design	Marketing, Education, Outreach	User Acceptance Testing, Changes		
Iteration 4					Analysis and Design	Phase 1 Security, Reports, Dashboards	User Acceptance Testing, Changes	
Iteration 5 <i>End of Phase 1</i>							Phase 1 End to End Testing, Bug Fixes, Changes	Phase 1 End to End Testing, Bug Fixes, Changes



PHASE 2 PROJECT VISION DOCUMENT



	Week 1 <i>Start of Phase 2</i>	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11 <i>End of Phase 2</i>
Iteration 6	Analysis and Design	Customer Community Initial Configuration, Project Financing and Rebates	User Acceptance Testing, Changes								
Iteration 7		Analysis and Design	Customer Community Final Configuration, Building Project Plan	User Acceptance Testing, Changes							
Iteration 8			Analysis and Design	Contractor Community Initial Configuration, Tool Lending	User Acceptance Testing, Changes						
Iteration 9				Analysis and Design	Contractor Community Final Configuration, Email Integration	User Acceptance Testing, Changes					
Iteration 10					Analysis and Design	Document Integration, User Manuals	User Acceptance Testing, Changes				
Iteration 11						Analysis and Design	Phase 2 Security, Reports, Dashboards	User Acceptance Testing, Changes			
Iteration 12								Phase 2 End to End Testing, Bug Fixes, Changes	Phase 2 End to End Testing, Bug Fixes, Changes		
Iteration 13 <i>End of Phase 2</i>										Train the Trainer	User Training, Support



PHASE 3 PROJECT VISION DOCUMENT

EideBailly	Week 1 <i>Start of Phase 3</i>	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10 <i>End of Phase 3</i>
Iteration 14	Analysis and Design	Tool Lending Library	User Acceptance Testing, Changes							
Iteration 15		Analysis and Design	Advanced Events Management Functionality	User Acceptance Testing, Changes						
Iteration 16			Analysis and Design	Employee Commute	User Acceptance Testing, Changes					
Iteration 17				Analysis and Design	Additional Financing Application Functionality	User Acceptance Testing, Changes				
Iteration 18					Analysis and Design	Phase 3 Security, Reports, Dashboards	User Acceptance Testing, Changes			
Iteration 19							Phase 1 End to End Testing, Bug Fixes, Changes	Phase 1 End to End Testing, Bug Fixes, Changes		
Iteration 20 <i>End of Phase 3</i>								User Manuals	Train the Trainer	User Training, Support

Assumptions

- This engagement is for general consulting hours to be utilized at the discretion and direction of County of Sonoma.
-
- management, including representatives of key areas of the business, will actively participate in this project and provide a timely response when needed. will ensure that personnel participating meetings, project communication, requirements gathering and approving completed work are authorized to represent and make decisions on behalf of
- Changes in the composition of the project team, changes in the project schedule, and/or deviations from the scope and approach described in this document, could result in increased hours and additional fees. In the event this occurs, Eide Bailly will notify in a timely manner and provide estimates for any additional fees.
- In the event a change in scope or fees is required, Eide Bailly will provide with a Change Order that includes the new scope items and the estimated hours to complete the new scope items. will sign and return the Change Order as authorization to proceed with the changes.
- Eide Bailly's delivery of the services and the fees charged are dependent on (i) 's timely and effective completion of responsibilities, (ii) the accuracy and completeness of the information provided to Eide Bailly, and (iii) timely decisions and approvals by 's management. shall be responsible for any delays, additional costs, or other liabilities caused by or associated with any deficiencies in Responsibilities and Assumptions.
- will not make any changes or updates to their Salesforce system, including the production or any sandbox orgs without written approval from Eide Bailly. Any unauthorized changes made by may result in an increase in the scope and/or fees for which will be solely responsible.
- Billing is completed in 15-minute increments, with a minimum of 1 hour billed for an on-site time.



The Eide Bailly Difference

Many people ask what the “Eide Bailly Difference” is. The difference is the *client experience*. At Eide Bailly, we promise our clients an experience, second to none, where they feel **understood**, **connected** and **confident**.

Why Choose Eide Bailly

Our work with clients is more than an engagement. It’s a relationship, built on value and trust—and results. When working with Eide Bailly, you will be:

UNDERSTOOD

You have goals and dreams. We listen carefully to learn how we can help you now and in the future. By applying our technical and industry knowledge, we make the complex simple. If it’s important to you, it’s important to us.

CONNECTED

Our professionals bring their expertise and thought leadership to every interaction with you. You will benefit from new ideas, opportunities, and solutions as they happen. We’ll connect you with the right resources and deliver comprehensive solutions in a respectful, peer-to-peer approach. We keep the answers within your reach.

CONFIDENT

With Eide Bailly beside you, you’ll feel confident addressing challenges and embracing opportunities as they arise. We go the extra mile to deliver unmatched solutions for your business. Success is demanding. We’ve got your back.

WE WANT TO WORK WITH COUNTY OF SONOMA

Our people are excited about the opportunity to work with you and build a trusting relationship with your team. We look forward to working with County of Sonoma.



CULTURE

The Foundation of Success

Caring for our external and internal clients
with a passion for going the extra mile.

Respecting our peers and their
individual contributions.

Conducting ourselves with the highest level
of integrity at all times.

Trusting and supporting one another.

Being accountable for the overall success
of the firm, not just individual or office success.

Stretching ourselves to be innovative and
creative, while managing the related risks.

Recognizing the importance of maintaining
a balance between work and home life.

Promoting positive working relationships.

And, most of all, enjoying our jobs ...
and having fun!



www.eidebailly.com

Government - Price Quotation



Salesforce.com Government at Carahsoft



Carahsoft Technology Corp.
1860 Michael Faraday Drive I Suite 100 I Reston, Virginia 20190
Phone (703) 871-8500 I Fax (703) 871-8505 I Toll Free (888) 662-2724
www.carahsoft.com I sales@carahsoft.com

TO: Liz Yager
Energy and Sustainability Program Manager
County of Sonoma I General Services Department
Sonoma, CA

FROM: Stephen Dickerson
Carahsoft Technology Corp.
1860 Michael Faraday Drive
Suite 100
Reston, Virginia 20190

EMAIL: Liz.Yager@sonoma-county.org

EMAIL: Stephen.Dickerson@carahsoft.com

PHONE: (707) 565-6167 **FAX:**

PHONE: (703) 673-3524 **FAX:** (703) 871-8505

TERMS: FTIN: 52-2189693
Shipping Point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as Above
Payment Terms: Net 30 (On Approved Credit)
Cage Code: 1P3C5
DUNS No: 088365767
Sales Tax May Apply

QUOTE NO: 9492925
QUOTE DATE: 05/19/2017
QUOTE EXPIRES: 06/23/2017
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$77,114.02

TOTAL QUOTE: \$77,114.02

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
INITIAL LICENSING					
1	205-0004	Lightning Service Cloud Enterprise Edition Salesforce.com, Inc. - 205-0004 Start Date: 06/21/2017 End Date: 06/20/2018	\$1,570.21	15	\$23,553.15
2	205-0024	Customer Community Logins Salesforce.com, Inc. - 205-0024 Start Date: 06/21/2017 End Date: 06/20/2018	\$16.60	200	\$3,320.00
3	205-0023	Customer Community Members Salesforce.com, Inc. - 205-0023 Start Date: 06/21/2017 End Date: 06/20/2018	\$60.00	12	\$720.00
4	205-0124	Enterprise Edition Government Cloud Salesforce.com, Inc. - 205-0124 Start Date: 06/21/2017 End Date: 06/20/2018	\$9,660.00	1	\$9,660.00
5	RENEWAL	Salesforce Renewal Year 2 Salesforce.com, Inc. Start Date: 06/21/2018 End Date: 06/20/2019	\$39,860.87	1	\$39,860.87
SUBTOTAL:					\$77,114.02

TOTAL PRICE: \$77,114.02

TOTAL QUOTE: \$77,114.02

SUGGESTED OPTIONS



Government - Price Quotation

Salesforce.com Government at Carahsoft



Carahsoft Technology Corp.

1860 Michael Faraday Drive | Suite 100 | Reston, Virginia 20190

Phone (703) 871-8500 | Fax (703) 871-8505 | Toll Free (888) 662-2724

www.carahsoft.com | sales@carahsoft.com

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
YEAR 3					
6	RENEWAL	Salesforce Renewal Salesforce.com, Inc. Start Date: 06/21/2019 End Date: 06/20/2020	\$42,651.13	1	\$42,651.13
YEAR 3 SUBTOTAL:					\$42,651.13
YEAR 4					
7	RENEWAL	Salesforce Renewal Salesforce.com, Inc. Start Date: 06/21/2020 End Date: 06/20/2021	\$45,636.71	1	\$45,636.71
YEAR 4 SUBTOTAL:					\$45,636.71
YEAR 5					
8	RENEWAL	Salesforce Renewal Salesforce.com, Inc. Start Date: 06/24/2021 End Date: 06/23/2022	\$48,831.28	1	\$48,831.28
YEAR 5 SUBTOTAL:					\$48,831.28
SUGGESTED SUBTOTAL:					\$137,119.12

Annual renewal increase will not exceed 7% YOY, provided the renewal is for a minimum of the above represented user subscription quantities/configuration and a minimum of one year renewal period.

Licensee agrees that any order for Salesforce.com will be governed by the terms and conditions of the Carahsoft Salesforce Service Terms copies of which are found at <http://events.carahsoft.com/resource/962-carahsoft-sfdc-service-terms-1-24-14.docx> and all Schedules referenced by the Service Terms are made a part hereof. Licensee acknowledges it has had the opportunity to review the Agreement, prior to executing an order.

Should the licensee purchase Government Cloud Licenses with Government Cloud Premier + Support, the following terms shall apply to the support: <http://events.carahsoft.com/resource/963-government-cloud-terms-feb2015.docx>

Should the customer wish to issue a PO, to avoid tax fees include the following language on PO:
 "All Products Purchased under this agreement are available via Electronic Distribution only. No tangible media or documentation will be available or shipped under this agreement. Access to the products purchased under this agreement is in no way dependent upon any tangible media that may have been received prior to, or separately from, this agreement.
 To support the California sales and use tax exempt status of electronically downloaded software allowed under California regulation 1502 (F) (1) (D), vendor invoices for all purchases made under this agreement must accurately state that software distribution is solely via electronic download and that no tangible media or documentation will be shipped to or received by our agency."

Standard Professional Services Agreement (“PSA”)
Revision I – March 2017

AGREEMENT FOR PROFESSIONAL SERVICES

This agreement ("Agreement"), dated as of June 20, 2017 (“Effective Date”) is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Eide Bailly LLP, a limited liability partnership (hereinafter "Consultant").

R E C I T A L S

WHEREAS, Consultant represents that it is duly authorized to do business in the State of California, registered with the Secretary of State of California, and represents that it is duly qualified and experienced in the development, customization, and maintenance of the Salesforce customer relationship management software tool and related services; and

WHEREAS, the Sonoma County Energy Independence Program is a program of the County of Sonoma that provides resources, rebates, incentives, contractors and financing options to help property owners save energy, save money and live comfortably and allows property owners to finance energy and water efficiency improvements to their buildings located in Sonoma County through a contractual assessment, which is paid back on their property tax bill, and

WHEREAS, County requires assistance to complete the development of a customer relationship management system to manage the program participation, marketing and outreach, financing application process, functionality for contractors, search functions for customers and accommodation of tools by mobile devices, and

WHEREAS, County requires on-going maintenance and support for its customer relationship management tool.

WHEREAS, in the judgment of the County, it is necessary and desirable to employ the services of Consultant for development, customization, and further enhancements to the customer relationship management system.

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

A G R E E M E N T

I. Scope of Services.

1.1 Consultant’s Specified Services. Consultant shall perform the services described in Exhibit “A,” attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), and within the times or by the dates provided for in Exhibit “A” and pursuant to

Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibit “A”, the provisions in the body of this Agreement shall control.

1.2 Cooperation with County. Consultant shall cooperate with County and County staff in the performance of all work hereunder.

1.3 Performance Standard. Consultant shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant's profession. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Consultant's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with County to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.4 Assigned Personnel.

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

2. Payment.

For all services and incidental costs required hereunder, Consultant shall be paid on a time and material/expense basis in accordance with the Scope of Work set forth in **Exhibit A**.

Compensation to Consultant for services shall be made on the basis of the agreed upon

composite hourly rate of \$185, provided, however, that total payments to Consultant shall not exceed **\$260,000 over the contract term and shall not exceed the following amounts within each fiscal year:**

Fiscal year ending 2017	\$ 70,000
Fiscal year ending 2018	175,000
Fiscal year ending 2019	5,000
Fiscal year ending 2020	5,000
Fiscal year ending 2021	5,000

Compensation to the Consultant will not be adjusted without a formal amendment to this Agreement. Consultant shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Head of the County Department receiving the services. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

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

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

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

3. Term of Agreement. The term of this Agreement shall be from June 20, 2017 to June 30, 2021 unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

4.1 Termination without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement by giving 30 days written notice to Consultant.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, County may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.

4.3 Delivery of Work Product and Final Payment upon Termination.

In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to County all database code, reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

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

4.5 Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or Department Head, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

5. Indemnification. Consultant agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, that arise out of, pertain to, or relate to Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant's obligations under this Section apply whether or not there is concurrent or contributory negligence on County's part, but

to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Consultant's expense, subject to Consultant's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

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

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

8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not increase the amount paid under the Agreement, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors/Purchasing Agent must authorize all other extra or changed work. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Consultant to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

9. Content Online Accessibility. County policy requires that all documents that may be published to the Web meet accessibility standards to the greatest extent possible, and utilizing available existing technologies.

9.1 Standards. All consultants responsible for preparing content intended for use or publication on a County-managed or County-funded web site must comply with applicable Federal accessibility standards established by 36 C.F.R. Section 1194, pursuant to Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794(d)), and the County's Web Site Accessibility Policy located at <http://webstandards.sonoma-county.org>.

9.2 Certification: Consultants must complete the Document Accessibility Certification Form attached hereto as Exhibit ____ which shall describe how all deliverable documents

were assessed for accessibility (e.g. Microsoft Word accessibility check; Adobe Acrobat accessibility check, or other commonly accepted compliance check.)

9.3 Alternate Format: When it is strictly impossible due to the unavailability of technologies required to produce an accessible document, Consultant shall identify the anticipated accessibility deficiency prior to commencement of any work to produce such deliverables. Consultant agrees to cooperate with County staff in the development of alternate document formats to maximize the facilitative features of the impacted document(s), e.g. embedding the document with alt-tags that describe complex data/tables.

9.4 Noncompliant Materials; Obligation to Cure. Remediation of any materials that do not comply with County's Web Site Accessibility Policy shall be the responsibility of Consultant. If County, in its sole and absolute discretion, determines that any deliverable intended for use or publication on any County-managed or County-funded Web site does not comply with County Accessibility Standards, County will promptly inform Consultant in writing. Upon such notice, Consultant shall, without charge to County, repair or replace the non-compliant materials within such period of time as specified by County in writing. If the required repair or replacement is not completed within the time specified, County shall have the right to do any or all of the following, without prejudice to County's right to pursue any and all other remedies at law or in equity:

- a) Cancel any delivery or task order;
- b) Terminate this Agreement pursuant to the provisions of Article 4; and/or
- c) In the case of custom EIT developed by Consultant for County, County may have any necessary changes or repairs performed by itself or by another contractor. In such event, contractor shall be liable for all expenses incurred by County in connection with such changes or repairs.

10. Representations of Consultant.

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

10.2 Status of Consultant. The parties intend that Consultant, in performing the services specified herein, shall act as an independent contractor and shall control the work and the

manner in which it is performed. Consultant is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4, above, Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

10.3 No Suspension or Debarment. Consultant warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Consultant becomes debarred, consultant has the obligation to inform the County

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

10.5 Records Maintenance. Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to County for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.

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

10.7 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 may be subject to the provisions of Article

XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

10.8 Nondiscrimination. Without limiting any other provision hereunder, Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religious creed, belief or grooming, sex (including sexual orientation, gender identity, gender expression, transgender, pregnancy, childbirth, medical conditions related to pregnancy, childbirth or breast feeding), marital status, age, medical condition, physical or mental disability, genetic information, military or veteran status, or any other legally protected category or prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

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

10.10 Assignment of Rights. Consultant assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Consultant in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to County in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of County. Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

10.11 Ownership and Disclosure of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of County. County shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Consultant shall promptly deliver to County all such documents, which have not already been provided to County in such form or format, as County deems appropriate. Such documents shall be and will remain the property of County without restriction or limitation. Consultant may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of County.

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

11. 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.

12. 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.

13. 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: Jane Elias
Sonoma County Energy Independence Program
2300 County Center Dr., Ste A105
Santa Rosa, CA 95403
(707) 565-6470
Email: GSenergy@sonoma-county.org

TO: CONSULTANT: Scott Kost
Eide Bailly LLP
4310 17th Avenue South
Fargo, ND 58103
(701) 476-8304
skost@eidebailly.com

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

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

14. Miscellaneous Provisions.

14.1 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.

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

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

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

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

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

14.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. 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.

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

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

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

CONSULTANT: EIDE BAILLY, LLP

By: _____
[Handwritten Signature]

Name: _Scott Kost_____

Title: _Partner_____

Date: _5/26/2017_____

COUNTY: COUNTY OF SONOMA

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

By: _____
Sonoma County Energy Independence
Program Administrator

Date: _____

APPROVED AS TO FORM FOR COUNTY:

By: _____
County Counsel

Date: _____

By: _____
Chair
Board of Supervisors

Date: _____

ATTEST:

Clerk of the Board of
Supervisors

Exhibit B

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

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

Workers Compensation and Employers Liability Insurance

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

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

General Liability Insurance

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

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

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 Consultant currently owns no autos, Consultant agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall cover hired and non-owned autos.
- d. Required Evidence of Insurance: Certificate of Insurance.

Professional Liability/Errors and Omissions Insurance

- a. Minimum Limits: \$1,000,000 per claim or per occurrence; \$1,000,000 annual 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.
- 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: County of Sonoma
- b. All required Evidence of Insurance shall be submitted prior to the execution of this

Agreement. Consultant agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.

- c. The name and address for Additional Insured endorsements and Certificates of Insurance is: County of Sonoma 585 Fiscal Drive, Suite 100, 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. Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

Policy Obligations

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

Material Breach

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



County of Sonoma Agenda Item Summary Report

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

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

To: Sonoma County Board of Supervisors

Board Agenda Date: June 20, 2017

Vote Requirement: Majority

Department or Agency Name(s): General Services Department

Staff Name and Phone Number:

Liz Yager: 707-565-6167

Supervisorial District(s):

All

Title: Funding for Green Business Certification Services and Commercial Energy Efficiency Projects

Recommended Actions:

Authorize the General Services Director to execute a Memorandum of Understanding with Sonoma Clean Power Authority to further develop services and outreach mechanisms to expand business participation in energy efficiency projects and green business certifications through August 31, 2017 for new revenue of \$30,000.

Executive Summary:

The Green Business Certification service is provided by the County of Sonoma General Services Department, Energy and Sustainability Division. The Energy and Sustainability Division, in working with Sonoma Clean Power Authority, will continue to provide the green business certification service, expand upon current outreach efforts, and further develop a new services delivery model which will enable staff to better meet the needs of our customers, engage more businesses, and increase upon our current efforts.

Discussion:

The Energy and Sustainability Division staff works with an average of forty businesses per year and assists them in adopting efficiency use standards and practices. The services provide businesses with a framework for environmental sustainability. The Green Business standards include: energy efficient lighting, implementing water conservation measures, creating pollution prevention policies, and developing waste reduction strategies. Additionally, once businesses meet the standards, they are publicly recognized by the Sonoma County Board of Supervisors and given a signed certificate, storefront decals, free online promotion, and an invitation to an annual Green Business Awards event.

The Green Business Certification is a service offered to improve environmental quality, mitigate climate change, and reduce greenhouse gas emissions. Since the establishment of the Sonoma County Green

Business Certification in 1996, 180 businesses have been certified. Collectively, these businesses save Sonoma County over 35 million pounds of carbon dioxide emissions, over 5 million pounds of waste and over 4 million gallons of water. Overall, Green Business program has demonstrated reduced greenhouse gas emissions, lower demand for energy and less water consumption. The Certification service adds value to our community by creating a healthier environment.

Sonoma Clean Power Authority, governed by a Joint Powers Agreement, operates with the following strategic goals: reduce greenhouse gas emissions, support competitive pricing, and promote local economic benefits. Sonoma Clean Power Authority provides Sonoma County with the option of using renewable energy sources such as solar, wind, geothermal and hydropower. Sonoma Clean Power Authority invests in renewable energy generation, local jobs and works to serve the community with competitive prices.

Through partnership with Sonoma Clean Power Authority, the Energy and Sustainability Division will improve upon its service delivery, increase outreach efforts, and continue serving the public with projects that result in greenhouse gas reductions and promote energy efficiency to enhance Sonoma County's community and environment.

Currently, a majority of the funding for the Green Business Certification program is provided by the Sonoma County Water Agency and Sonoma Valley County Sanitation District. The program promotes the reduction of water use and/or elimination of waste resulting from efforts made by individual businesses in the process of attaining their certification. The current agreement with the Water Agency and Sonoma Valley County Sanitation District provided \$160,000 for the fiscal years 2015-2017. The Energy and Sustainability Division was aware that the funding provided would not accommodate the program needs through the current fiscal year. The Division has been working with various partners to find additional funding in order to bridge the gap needed to complete the term of fiscal year 2016-17. The \$30,000 provided through this Memorandum of Understanding with Sonoma Clean Power Authority will supply external funding for the fourth quarter period of fiscal year 2016-17. It will also provide some administrative funds to develop the new services delivery model, which will enable staff to better meet the needs of our customers, engage more businesses, and increase upon our current efforts. The Energy and Sustainability Division will be returning to your Board in the fiscal year 2017-18 to renew the agreement with the Sonoma County Water Agency and Sonoma Valley County Sanitation District.

Prior Board Actions:

2015-05-19:

- A. Execute an agreement between the Sonoma County Water Agency and the County of Sonoma General Services Department to provide business related water quality and conservation efforts for the amount of \$100,000, agreement terminates on June 30, 2017.
- B. Execute an agreement between the Sonoma Valley County Sanitation District and the County of Sonoma General Services Department to provide business related water quality and conservation efforts for the amount of \$60,000, agreement terminates on June 30, 2017.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

This agreement supports the Board's goal of Economic and Environmental Stewardship because both the Energy and Sustainability Division and Sonoma Clean Power Authority work to improve

environmental quality through greenhouse gas reduction strategies and promote economic development opportunities through rebates and financing.

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	\$20,000	10,000	
Use of Fund Balance			
Contingencies			
Total Sources	\$20,000	10,000	

Narrative Explanation of Fiscal Impacts:

The additional revenue will allow the Division to fund the Green Business Program for the remainder of fiscal year 2016-17 and provide administrative funds to develop and evaluate this expansion of services in fiscal year 2017-18.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

Attachments:

Attachment 1: Memorandum of understanding by and between Sonoma County General Services Department and Sonoma Clean Power Authority for funding and support for Energy and Sustainability Division green business certification and commercial projects.

Related Items "On File" with the Clerk of the Board:
None

MEMORANDUM OF UNDERSTANDING BY AND BETWEEN
SONOMA COUNTY GENERAL SERVICES DEPARTMENT
AND
SONOMA CLEAN POWER AUTHORITY
FOR FUNDING AND SUPPORT FOR
ENERGY AND SUSTAINABILITY DIVISION GREEN BUSINESS CERTIFICATION
AND COMMERCIAL PROJECTS

This Memorandum of Understanding is by and between the County of Sonoma, General Services Department, a political subdivision of the State of California ("General Services") and Sonoma Clean Power Authority, a public agency. The Effective Date of this Memorandum of Understanding is the date the Memorandum of Understanding is last signed by all the parties to the Memorandum of Understanding, unless otherwise specified in Article 6 (Term of Memorandum of Understanding).

R E C I T A L S

- A. General Services and Sonoma Clean Power Authority are interested in collaborating to fund and expand business participation in green business certifications and commercial projects. The purpose of this Memorandum of Understanding is to describe the understanding between General Services and Sonoma Clean Power Authority, including, but not limited to, funding of the green business certification service and other services provided by the Energy and Sustainability Division.
- B. The Energy and Sustainability Division, in working with Sonoma Clean Power Authority, will be able to continue to provide the green business certification service, expand upon current outreach efforts, and further develop a new services delivery model which will enable staff to better meet the needs of our customers, engage more businesses, and increase upon our current efforts.
- C. In consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

A G R E E M E N T

1. RECITALS

1.1. The above recitals are true and correct.

2. COORDINATION

2.1. In cooperation, Sonoma Clean Power Authority shall coordinate work with General Services. Contact information and mailing addresses:

General Services	Sonoma Clean Power Authority
Contact: Liz Yager 2300 County Center Drive, Ste. A105 Santa Rosa, CA 95403 Phone: (707) 565-6167 Email: liz.yager@sonoma-county.org	Contact: Cordel Stillman 50 Santa Rosa Avenue Santa Rosa, CA 95404 Phone: (707) 978-3463 Email: cstillman@sonomacleanpower.org

3. GENERAL SERVICES RESPONSIBILITIES

- 3.1. The Energy and Sustainability Division will work to expand outreach efforts and continue to develop and refine a new service delivery model to better assist customers as they seek Green Business Certification and energy efficiency retrofit projects.
- 3.2. The Energy and Sustainability Division will include Sonoma Clean Power's logo on any outreach material that lists sponsors and contributors to the Green Business Certification Service.

4. SONOMA CLEAN POWER AUTHORITY RESPONSIBILITIES

- 4.1. Sonoma Clean Power Authority will fund the Energy and Sustainability Division efforts for the amount of \$30,000.

5. FUNDING AND REIMBURSEMENT

- 5.1. Invoices. Sonoma Clean Power Authority will be invoiced in June 2017.
- 5.2. Reimbursement. Under this Memorandum of Understanding, there are no funds intended to be reimbursed between entities.

6. TERM OF MEMORANDUM OF UNDERSTANDING

- 6.1. This Memorandum of Understanding shall remain in effect until any entity requests modification or termination in writing to the other entities involved. Termination shall be in accordance with the provisions of Article 7 (Termination).

7. TERMINATION

- 7.1. At any time and without cause, any entity named within this Memorandum of Understanding has the right, in its sole discretion, to terminate this Memorandum of Understanding by giving 30 calendar days' written notice to all of the other entities named in this Memorandum of Understanding. In the event of such termination, the entity will satisfactorily render its responsibilities to the date of termination. In addition, should any entity named in this Memorandum of Understanding 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 Memorandum of Understanding, the other entities may immediately terminate this Memorandum of Understanding by giving such entity 30 calendar days' written notice of such termination, stating the reason for termination. The right to terminate may be exercised by the then current General Services Director or Sonoma Clean Power Authority Chief Executive Officer.

8. MUTUAL INDEMNIFICATION

- 8.1. Each party shall indemnify, defend, protect, hold harmless, and release the other, its officers, agents, and employees, from and against any and all claims, losses, 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 negligent act or omission or willful misconduct 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 or its agents, employees, contractors, subcontractors, or invitees under workers' compensation acts, disability benefit acts, or other employee benefit acts.

9. ADDITIONAL REQUIREMENTS

- 9.1. Authority to Amend Memorandum of Understanding. Changes to the Memorandum of Understanding may be authorized only by written amendment to this Memorandum of Understanding, signed by all parties. Minor changes, which do not significantly change the scope of the Memorandum of Understanding or significantly lengthen time schedules may be executed by the General Services Director or the Sonoma Clean Power Authority Chief Executive Officer.
- 9.2. No Waiver of Breach. The waiver of any breach of any term or promise contained in this Memorandum of Understanding shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Memorandum of Understanding.
- 9.3. Construction. To the fullest extent allowed by law, the provisions of this Memorandum of Understanding 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 Memorandum of Understanding 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. General Services and the Sonoma Clean Power Authority acknowledge that they have both contributed to the making of this Memorandum of Understanding and that, in the event of a dispute over the interpretation of this Memorandum of Understanding; the language of the Memorandum of Understanding will not be construed against one party in favor of the other. General Services and Sonoma Clean Power Authority, acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Memorandum of Understanding.

- 9.4. No Third-Party Beneficiaries. Nothing contained in this Memorandum of Understanding shall be construed to create and the parties do not intend to create any rights in third parties.
- 9.5. Applicable Law and Forum. This Memorandum of Understanding shall be construed and interpreted according to the substantive law of California excluding the law of conflicts. Any action to enforce the terms of this Memorandum of Understanding or for the breach thereof shall be brought and tried in the County of Sonoma.
- 9.6. Captions. The captions in this Memorandum of Understanding are solely for convenience of reference. They are not a part of this Memorandum of Understanding and shall have no effect on its construction or interpretation.
- 9.7. Merger. This writing is intended both as the final expression of the Memorandum of Understanding between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Memorandum of Understanding, pursuant to Code of Civil Procedure section 1856. No modification of this Memorandum of Understanding shall be effective unless and until such modification is evidenced by a writing signed by all parties.
- 9.8. Time of Essence. Time is and shall be of the essence of this Memorandum of Understanding and every provision hereof.

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

Date: _____

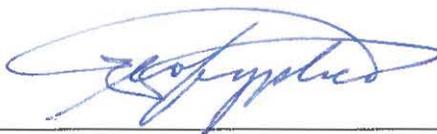
By: _____

Caroline Judy – Director
General Services Department
2300 County Center Drive
Santa Rosa, CA 95403

5-25-2017

Date: _____

By: _____



Geof Syphers – Chief Executive Officer
Sonoma Clean Power Authority
50 Santa Rosa Avenue, 5th Floor
Santa Rosa, CA 95404

Approved as to form for General Services:

Dated: _____

Lesley Pak, Legal Counsel

Approved as to form for Sonoma Clean Power Authority:

Dated: 5-25-17



Steve Shupe, General Counsel



County of Sonoma Agenda Item Summary Report

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

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

To: Sonoma County Board of Supervisors

Board Agenda Date: June 20, 2017

Vote Requirement: Majority

Department or Agency Name(s): General Services

Staff Name and Phone Number:

Liz Yager: 707-565-6470
Craig Carlock: 707-565-6470

Supervisorial District(s):

4th

Title: Administrator Services for City of Healdsburg Utility Incentive Program

Recommended Actions:

Authorize multiple actions associated with General Services Energy and Sustainability division's responsibility for administration of the City of Healdsburg's Residential Utility Incentive Program, which enables community members to receive information and rebates for energy and water conservation measures, furthering the sustainability objectives of the city.

- A. Authorize a two (2) year extension of the amended Intergovernmental Service Agreement with the City of Healdsburg for General Services Energy and Sustainability to act as administrator for Healdsburg's Residential Utility Incentive Program for two years ending June 24, 2019 for revenue of \$15,000/year.
- B. Authorize the General Services Director upon mutual agreement with the City of Healdsburg City Manager to execute options to extend two (2) additional two (2) year terms beyond the above mentioned extension ending on June 24, 2019.

Executive Summary:

In June 2012, the County of Sonoma, through Sonoma County Energy Independence Program, entered into a one year pilot agreement with Healdsburg Municipal Utility District (formerly Healdsburg Electric Utility) to administrate its residential rebate program, a service that historically had been provided by an out of state, third party vendor.

In June 2013, the County's administration of the program moved beyond the pilot phase and the County and City entered another Intergovernmental Service Agreement for two (2) years, with another two (2) year option available to extend. When the parties signed the most recent extension the scope of the Service Agreement was amended to incorporate some services for commercial customers, as well as increase the reimbursable hourly rate for services rendered. The scope of work for the amended

agreement as outlined in the bullets below have been revised and streamlined from the original agreement due to the “pilot program” nature of the original.

Under the current Intergovernmental Service Agreement the County of Sonoma, General Services Energy and Sustainability will:

- Conduct walk-through energy and water evaluations for residential and commercial (as needed) Healdsburg utility customers;
- Engage in evaluation, measurement, and verification activities that increase the participation in and effectiveness of the rebate program;
- Provide data and information to Healdsburg Municipal District for use in state reporting; and
- Leverage opportunities for rebates, financing, and outreach and education offered by General Services Energy and Sustainability.

Given the revised scope of work and desire by the Healdsburg Municipal Utility District to extend the amended agreement, we request that the Board authorize the two (2) year extension with The City of Healdsburg, and to allow the General Services Director permission to execute further extensions for two (2) additional two (2) year terms upon mutual agreement of the General Services Director and The City of Healdsburg. The extension of this amended agreement supports the County’s Strategic Plan objectives for conservation of natural resources and support of “shared services” and collaborations with other public entities.

Discussion:

The City of Healdsburg Municipal Utility District provides electricity, water and waste water services to 6,100 customers locally. Customers pay a public goods surcharge on their monthly electric bill which is used to fund the Healdsburg rebate program. This rebate program is used to meet the legislative requirements for Publicly Owned Utilities to make available cost effective, reliable, and feasible energy efficiency and demand reduction resources to its customers (Senate Bill 1037) and submit an annual report on energy efficiency savings and reductions in energy demand achieved by energy efficiency and demand reduction programs (Assembly Bill 2021). The City of Healdsburg had a third party contractor administering this program, but decided to initiate a request for proposal process. As a result of the review process, it was determined that the Energy and Sustainability division has the expertise and staffing resources in house to support this program. The City of Healdsburg ultimately selected the Energy and Sustainability Division of General Services to take over administration of the program. The one year pilot program began in 2012 with the Energy and Sustainability division providing administration of the Healdsburg program. The success of the pilot phase moved into an intergovernmental shared service agreement between General Services and the city of Healdsburg in 2013.

General Services Energy and Sustainability continually seeks opportunities to engage and facilitate the community’s access to efficiency information and financing. Administration of the Healdsburg residential rebate program directly links Healdsburg customers with Energy and Sustainability staff and programs and supports Energy and Sustainability’s role as a clearinghouse for energy conservation education and implementation. Healdsburg utility customers have the benefit of having a high level audit performed with direct access to expertise from Energy and Sustainability staff who can assist in identifying further steps for home owners to take to become more energy efficient. Energy and

Sustainability staff direct customers to our online resource for Energy and Sustainability Property Assessed Clean Energy financing participating contractors. If additional improvements are identified staff can suggest soliciting multiple bids as recommended by the Contractor's State License Board and to consider applying for Property Assessed Clean Energy to provide a financing solution for Healdsburg customers to make these improvements a reality.

The Home Energy Assessments are billed to reimburse Energy and Sustainability staff time and materials for the assessment including travel time. Invoices are created in Energy and Sustainability on a monthly basis and are forwarded via email. Energy and Sustainability staff time ranges between 6 and 10 hours a month. Over the course of this agreement, the scope of work has changed such that certain responsibilities were transferred back to the city thus minimizing Energy and Sustainability Staff time. With the minimal number of hours necessary to fulfill the needs of this agreement, this need is distributed across the Energy and Sustainability staff.

Prior Board Actions:

6/25/2013: Board Authorized the General Services Director to execute the Intergovernmental Service Agreement with the City of Healdsburg for the Sonoma County Energy Independence Program to act as administrator for Healdsburg's Residential Utility Incentive Program.

6/12/2012: Board Authorized the Chair to execute the Intergovernmental Service Agreement with the City of Healdsburg for the Sonoma County Energy Independence Program to act as administrator for Healdsburg's Residential Utility Incentive Program.

3/1/2011: Commencement of one-stop-shop model for Sonoma County Energy Independence Program: Board entered into grant agreement with Local Government Commission/California Energy Commission to deliver web tool portal for all relevant environmental, efficiency, and clean generation programs and resources in Sonoma County.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

The extension to this amended agreement will enable the County through the General Services Department's Energy Independence Program to continue to provide the Healdsburg residential community with awareness and access to resources to promote the reduction in energy usage, reduce greenhouse gas emissions, support employment in the green construction industry and reduce energy costs.

Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses		\$15,000	\$15,000
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other		\$15,000	\$15,000
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
Staff resource costs required to perform the functions of administering the Residential Utility Incentive Program will be reimbursed by the City of Healdsburg. Expenses and revenue are not expected to exceed \$15,000 in each of the next two fiscal years.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Attachment 1: Third Amendment the Intergovernmental Service Agreement with Healdsburg Municipal Utility District			
Related Items "On File" with the Clerk of the Board:			
4 copies of Intergovernmental Service Agreement between the County of Sonoma and the City of Healdsburg			

**THIRD AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT**

This Third Amendment ("Amendment"), dated as of June 25, 2017, is by and between the County of Sonoma, a political subdivision of the State of California ("County"), and the City of Healdsburg, a California general law city ("Consultant").

RECITALS

WHEREAS, County and Consultant entered into an Intergovernmental Service Agreement, dated June 25, 2013, as modified by that certain First Amendment to Intergovernmental Service Agreement dated June 24, 2015, and again modified by the certain Second Amendment to Intergovernmental Service Agreement dated June 25, 2015, for Residential and Commercial Utility Incentive Program Administration services ("Agreement"); and

WHEREAS, County and Consultant desire to amend the Agreement in order to extend the term and conditions as hereafter set forth,

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Paragraph 6, TERM OF AGREEMENT, shall be amended to add the following:

This Agreement shall be extended for an additional two (2) year term from June 25, 2017 to June 24, 2019. Additionally, upon mutual agreement of the parties, the Agreement may be extended for two (2) additional two (2) year terms. The Director of General Services has the authority to extend the term of this Agreement in writing.

2. Except to the extent the Agreement is specifically amended or supplemented hereby, the Agreement, together with exhibits is, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall, or shall be construed to modify, invalidate or otherwise affect any provision of the Agreement or any right of County arising thereunder.

3. This Amendment shall be governed by and construed under the internal laws of the state of California, and any action to enforce the terms of this Amendment or for the breach thereof shall be brought and tried in the County of Sonoma.

COUNTY AND CONSULTANT HAVE CAREFULLY READ AND REVIEWED THIS AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first written above.

**CONSULTANT:
City of Healdsburg**

By: 

Name: David Mickaelian

Title: City Manager

Date: May 25, 2016

Attest:


Maria Curiel, City Clerk

COUNTY OF SONOMA:

APPROVED AS TO FORM FOR
COUNTY:

By: 
County Counsel

Date: 5/26/17

By: _____
Chair
Board of Supervisors

Date: _____

ATTEST:

Clerk of the Board of Supervisors



County of Sonoma Agenda Item Summary Report

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

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

To: Sonoma County Board of Supervisors

Board Agenda Date: June 20, 2017

Vote Requirement: Majority

Department or Agency Name(s): General Services

Staff Name and Phone Number:

Caroline Judy: 707-565-8058

Supervisorial District(s):

Title: Extension of the event management agreement for the Santa Rosa Veterans Memorial Building

Recommended Actions:

Authorize the Chair to sign Amendment for an extension of event management agreement with Sonoma County Fair and Exposition for the period of July 1, 2017 through June 30, 2018 for a contract amount of \$120,000 which will benefit the community by keeping the Santa Rosa Veterans Memorial Building open and available for both Veterans and community users, and continue to honor paid future reservations.

Executive Summary:

On January 16, 2017, the agreement between the County and United Camps, Conferences and Retreats terminated. General Services negotiated a service agreement with the Sonoma County Fair and Exposition Fair effective January 17th and the Fair took over event management of the Santa Rosa buildings on a temporary basis. The General Services Department is requesting approval of an extension of the management agreement with Sonoma County Fair and Exposition for the Santa Rosa Veterans Memorial for one year through June 30, 2018.

Discussion:

The County owns seven Veterans Memorial Buildings located in Cloverdale, Cotati, Guerneville, Petaluma, Santa Rosa, Sebastopol, Sonoma, and a community center located in Occidental. Prior to July 2012 these buildings were operated and managed by the Regional Parks Department with maintenance and capital needs addressed by General Services. Historically, revenue produced by the Veterans Memorial Buildings has not fully supported the cost of building operations, utilities and maintenance expenses. Consequently, the County's General Fund has been used to cover the gap between facility rental revenue and expenses.

In July of 2012, your Board approved the transfer of the Veterans Memorial Buildings from the Regional Parks Department to General Services. At that time your Board directed General Services and Regional Parks staff to issue a Request for Proposals to solicit and recommend third party operators and/or repurposing proposals for five of the Veterans Memorial Buildings. The goal was to reduce net county costs, restore full availability of the facilities to the general public, safeguard the use of the buildings for

veterans groups, and increase utilization where possible through a rental rate structure adopted by your Board. Another objective was to expand the use of the facilities through an event services provider's marketing and outreach expertise. As directed, General Services and Regional Parks developed a Request for Proposals which resulted in the selection of United Camps, Conferences and Retreats to manage and operate the Santa Rosa, Petaluma, and Cotati Veterans Buildings. From July 2014 through January 16, 2017 United Camps, Conferences and Retreats operated the aforementioned Veterans buildings. Use of the buildings increased significantly over this period.

On January 16, 2017, the agreement between the County and United Camps, Conferences and Retreats terminated. General Services undertook temporary management and operations of the Petaluma and Cotati Veterans Hall in order to keep the Veterans buildings open and available for both Veterans and community users and to honor paid future reservations. In addition, General Services negotiated a service agreement with the Fair effective January 17th and the Fair took over event management of the Santa Rosa buildings on a temporary basis.

In FY 17-18, it is understood that General Services will prepare a Request for Proposal for a 3rd party operator to continue the operations and event services of the Santa Rosa, Cotati and Petaluma Veterans Buildings. Approval of an amendment to extend the management agreement with Sonoma County Fair and Exposition for the Santa Rosa Veterans Memorial through June 30, 2018 is requested.

The Santa Rosa Veterans Memorial building is heavily used by Veterans and community organizations. From January 17 to April 30 the building and grounds were used for 319 events including over 7,700 staff hours. Each day rooms are used multiple times by different community groups requiring set-up and take-down, event management and custodial services. General Services does not have the staffing resources necessary to manage event services at the Santa Rosa Veterans hall and therefore needs to continue the Fairgrounds management agreement.

During Fiscal Year 15/16 the cost of operation of the Santa Rosa Veterans Building is as follows:

	Actual*
Total Revenue	\$399,254
Total Expenditures	\$604,397
Net Cost	\$205,143

* based on the United Camps, Conferences and Retreats third party operator costs

Prior Board Actions:

March 21, 2017 – Adopted a Resolution to increase the FY 16-17 expenditure appropriations by \$125,700 to support operating expenses incurred as a result of an interim assumption of management responsibilities over the Cotati, Petaluma and Santa Rosa Veterans Memorial Buildings by General Services Department. Of that amount, \$55,180 was requested from General Fund Contingency.

July 31, 2012 – Executed 5 year concession agreement with United Camps, Conferences and Retreats for management of the Santa Rosa, Petaluma, and Cotati Veterans Memorial Buildings.

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		120,000	
Additional Appropriation Requested			
Total Expenditures		120,000	
Funding Sources			
General Fund/WA GF		120,000	
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources		120,000	

Narrative Explanation of Fiscal Impacts:

The Sonoma County Fairgrounds Event Management Agreement fee is \$10,000 per month for a total cost of \$120,000 which is included in the FY17-18 recommended budget.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

Attachments:

Attachment 1: Amendment to Agreement with Sonoma County Fair and Exposition
Attachment 2: Original Agreement

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

**FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT**

This First Amendment ("Amendment"), dated as of June 20, 2017, is by and between the County of Sonoma, a political subdivision of the State of California ("County"), and Sonoma County Fair & Exposition, Inc., a California non-profit corporation, hereinafter referred to as "Consultant."

RECITALS

WHEREAS, County and Consultant entered into that certain Agreement, dated January 17, 2017, for Event Services Management for one time and recurring special events at the Santa Rosa Veterans Memorial Building; and

WHEREAS, County and Consultant desire to amend the Agreement to provide additional services,

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Paragraph Three (3), Term of Agreement, shall be amended to read as follows:

The term of this Agreement shall be from July 1, 2017 through June 30, 2018.

2. Except to the extent the Agreement is specifically amended or supplemented hereby, the Agreement, together with exhibits is, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall, or shall be construed to modify, invalidate or otherwise affect any provision of the Agreement or any right of County arising thereunder.

3. This Amendment shall be governed by and construed under the internal laws of the state of California, and any action to enforce the terms of this Amendment or for the breach thereof shall be brought and tried in the County of Sonoma.

COUNTY AND CONSULTANT HAVE CAREFULLY READ AND REVIEWED THIS AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO.

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

CONSULTANT:
Sonoma County Fair & Expo

By: 

Name: Rebecca Bartling

Title: CEO

Date: 5/23/17

COUNTY OF SONOMA:

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

By: 
Department Head

Date: 5-31-17

APPROVED AS TO FORM FOR
COUNTY:

By: 
County Counsel

Date: 5/17/17

By: _____
Chair
Board of Supervisors

Date: _____

ATTEST:

Clerk of the Board of Supervisors

File

Standard Professional Services Agreement ("PSA")
Revision G - August 2016

AGREEMENT FOR EVENT MANAGEMENT SERVICES

This agreement ("Agreement"), dated as of 1/17, 2017 ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Sonoma County Fair & Exposition, Inc., a California non-profit corporation, (hereinafter "Consultant").

R E C I T A L S

WHEREAS, Consultant represents that it is a duly qualified **Event Services Management**, experienced in the management of **one time and recurring special events at the Santa Rosa Veterans Memorial Building** and related services; and

WHEREAS, in the judgment of the General Services Director, it is necessary and desirable to employ the services of Consultant for management of the Santa Rosa Veterans Memorial building and the events held there.

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

A G R E E M E N T

1A. Scope of Services.

1A.1 Consultant's Specified Services.

Consultant shall perform the services described in Exhibit "A," attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), and within the times or by the dates provided for in Exhibit "A" and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibit "A", the provisions in the body of this Agreement shall control.

1A.2 Cooperation With County. Consultant shall cooperate with County and County staff in the performance of all work hereunder.

1A.3 Performance Standard. Consultant shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant's profession. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and

standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Consultant's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with County to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1A.4 Assigned Personnel.

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

1B.1 Duties of County

During the term of this agreement, County shall perform all building maintenance at the facility, at no charge to Consultant as well as pay all building utility charges.

1C.1 Duties of Contractor

As part of its duties, Consultant shall manage the operations of the Santa Rosa Veterans Building, manage accounts receivable, and collect, to the best of Consultant's ability, all amounts due to the County, from services and rental income generated at the building. In addition, Consultant shall pay all expenses associated with the operation of the Santa Rosa Veterans Memorial Building, except for utility charges, during the term of this agreement, in a timely fashion with a settlement of all expenses and revenues midterm and at the end of the agreement.

At the midterm and then at the end of this agreement, Consultant shall prepare an income statement and a cash flow statement for each period. Consultant shall provide documents to support all expenses and revenues, including copies of customer and vendor invoices and other support documents to be specified by County. Expenses will include a charge for the cost of Consultant's employees providing services for the Santa Rosa Veterans Building. However, County will not be charged for the cost of Consultant's senior managers, namely the CEO, Deputy Fair Manager}.

A reconciling payment shall be made by either Consultant (should revenues exceed expenses and management fee), or County (should expenses plus management fee exceed revenues), Consultant shall not take a profit on time or materials expenses.

During the term of this contract for the Santa Rosa Veterans Memorial Building the County agrees that no fees will be charged to the Sonoma County Fair and Exposition Inc. for its events that require utilization of the Building's parking areas.

2. Payment.

Consultant will be paid a monthly management fee of \$10,000.

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

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

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

3. Term of Agreement. The term of this Agreement shall be from **Effective Date** to June 30, 2017 unless terminated earlier in accordance with the provisions of Article 4 below. The term of this Agreement may be extended upon mutual agreement of the parties,

provided that certain increases in the amounts owed under this Agreement, or the extension of the term of this Agreement beyond three years, may require the approval of the County's Purchasing Agent or Board of Supervisors.

4. Termination.

4.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to Consultant.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, County may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.

4.3 Delivery of Work Product and Final Payment Upon Termination.

In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to County all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

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

4.5 Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or Department Head, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

5. Indemnification. The indemnity and insurance provisions of the agreement between the County of Sonoma and the County of Sonoma Fair & Exposition Inc. entered into as

of October 1, 2015 – shall apply to this agreement. The indemnification provisions incorporated from such agreement shall include the provisions regarding third-party contracts in paragraph 12 of such agreement, and Consultant shall include provisions in third-party contracts requiring such third parties to indemnify Consultant and County, in substantially the same form as the following:

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

6. Insurance. The indemnity and insurance provisions of the agreement between the County of Sonoma and the County of Sonoma Fair & Exposition Inc. entered into as of October 1, 2015 – shall apply to this agreement.

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

8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not increase the amount paid under the Agreement, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors/Purchasing Agent must authorize all other extra or changed work. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Consultant to secure such written authorization for

extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

9. Representations of Consultant.

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

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

9.3 No Suspension or Debarment. Consultant warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Consultant becomes debarred, consultant has the obligation to inform the County

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

9.5 Records Maintenance. Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to County for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.

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

9.7 Statutory Compliance/Living Wage Ordinance. Consultant agrees to comply 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. Notwithstanding the foregoing, County agrees that Consultant qualifies for an exemption from the County's Living Wage Ordinance because it is a leaseholder leasing property from the County.

Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

9.8 Nondiscrimination. Without limiting any other provision hereunder, Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religious creed, belief or grooming, sex (including sexual orientation, gender identity, gender expression, transgender, pregnancy, childbirth, medical conditions related to pregnancy, childbirth or breast feeding), marital status, age, medical condition, physical or mental disability, genetic information, military or veteran status, or any other legally protected category or prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

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

9.10 Assignment of Rights. Consultant assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and

to all versions of the plans and specifications, if any, now or later prepared by Consultant in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to County in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of County. Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

9.11 Ownership and Disclosure of Work Product All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of County. County shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Consultant shall promptly deliver to County all such documents, which have not already been provided to County in such form or format, as County deems appropriate. Such documents shall be and will remain the property of County without restriction or limitation. Consultant may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of County.

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

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

11. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of

or invalidated thereby. Consultant and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Consultant and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

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

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

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

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

13.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. Each Party acknowledges that, in entering into this Agreement, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

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

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

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

CONSULTANT:

Sonoma County Fair & Exposition, Inc.

By: [Signature]

Name: Rebecca Bartling

Title: CEO

Date: 2/2/17

COUNTY: COUNTY OF SONOMA

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

By: [Signature]
Department Head

Date: 1/27/17

APPROVED AS TO FORM FOR COUNTY:

By: [Signature]
County Counsel

Date: 1/27/17

By: [Signature]
Caroline Judy, Director
General Services Department

Date: 1/27/17

By: [Signature]
Purchasing Agent
Jeff Mountjoy, Contract & Procurement Manager

Date: 01/27/17



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 of Sonoma County

Board Agenda Date: June 20, 2017

Vote Requirement: Majority

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

Staff Name and Phone Number:

Barbie Robinson, 565-7876
Michael Kennedy, 565-5157

Supervisorial District(s):

Title: Behavioral Health Services Agreements

Recommended Actions:

Authorize the Director of Health Services to execute agreements for mental health and substance use disorder services with a term beginning in FY 17-18 and ending no later than June 30, 2020, for a not to exceed amount of \$39,574,362 annually.

Authorize the Director of Health Services to execute support services agreements for behavioral health services with a term beginning in FY 17-18 and ending no later than June 30, 2020, for a not to exceed amount of \$3,298,857 annually.

Executive Summary:

The Department of Health Services requests authority to execute agreements for mental health and substance use disorder treatment services and related support services provided by agencies documented in Attachment 1, with a term beginning in FY 17-18 and ending no later than June 30, 2020. The Department contracts with a broad range of licensed providers to provide timely access to high quality mental health and substance use disorder services. Agreement terms are staggered for periods of one to three years within appropriate fiscal year budget(s) to ensure continuity of consumer services, effective management of provider services, and efficient contract management. While this item provides authority to execute agreements and to fund through FY 17-18, the Department returns to the Board annually to request approval of subsequent year expenditures based on budgeted revenue. Agreements are executed in the standard counsel-approved County template, include language that obligates the Department only to the extent funding is available, and allow for termination of the contract in the event that any anticipated funding is reduced or eliminated.

The Department manages contract services within the County's competitive process guidelines and the medical network of care as mandated by federal and state regulations. Consistent with state requirements for managed care plans, the Department maintains an open provider network and any licensed provider may submit a request to contract to provide behavioral health services. Requests are reviewed on an ongoing basis and approved based on client need, geographic coverage, and cultural and

language capabilities. The selection of the initial Mental Health Services Act program providers was based on community stakeholder input and a request for proposals process. Ongoing Mental Health Services Act programs and services are vetted annually through a community planning and input process that includes posting of the Mental Health Services Act plan for comment and a public hearing. In the case of other contract services, the Department follows the County's competitive process guidelines. Regarding goods and services that are only available from a single provider, including proprietary software and licensed or patented goods and services, the County Purchasing Agent considers such an appropriate use of sole/single source purchasing authority due to the proprietary nature of the software.

Discussion:

Provider Treatment Services

The proposed budget for FY 17-18 includes \$39,574,362 for contracted mental health and substance use disorder treatment services. The Department contracts for services to access expertise not available internally, to expand existing services to match consumer needs to provider expertise, and to supplement staff shortages for specialized client needs. The agreements include a full range of specialty behavioral health services, and provide consumers broad access to culturally, age, and gender appropriate services within an integrated network of care. Consumers served by the Department's contracted network of behavioral health providers include Medi-Cal beneficiaries, the medically indigent, underinsured, and uninsured individuals. Each year the Behavioral Health providers provide outreach, prevention, mental health, and substance use disorder services to approximately 24,000 consumers. Because individuals experiencing a serious behavioral health crisis often require an immediate referral to a qualified contracted provider, in place Board authority to execute agreements is required to facilitate timely and appropriate access to services.

The Department of Health Services maintains a consistent panel of healthcare providers to ensure continuity of care and provision of services that are geographically accessible throughout Sonoma County. Contracted providers must be licensed by the state and comply with certification requirements and all regulatory and fiscal reporting requirements specific to the treatments provided.

The Department contracts for the following types of mental health and substance use disorder treatment services as part of the Department of Health Services treatment system. Descriptions include the estimated client need for FY 17-18. In some instances, the needs of clients dictate a pattern of contract utilization that is other than what was originally planned. The ability to maximize funding between contracts (within the overall budget authority granted by the Board) increases opportunities to provide for the varying needs of clients with the most appropriate and effective level of care. A list of mental health and substance use disorder treatment services providers is presented in Attachment 1.

Residential Non-Medical Detoxification (\$640,192)

Drug Abuse Alternatives Center provides 15 residential non-medical detoxification beds at the Orenda Center. The Department projection for the number of clients that will be admitted into a facility for residential non-medical detoxification services in FY 17-18 is approximately 2,000; unchanged from the FY 16-17 projection. The cost for these services is projected to remain unchanged from the FY 16-17 cost. The Department plans to contract with a single provider for these services.

Residential Substance Use Disorder Treatment Services (\$2,399,672)

Residential substance use disorder treatment services provides approximately 125 residential beds for therapeutic inpatient substance use disorder treatment. Services may be provided in lieu of incarceration for inmates of the Main Detention Facility and North County Detention Facility. Services may be provided to residents of the community in need of therapeutic residential substance use disorder treatment. The Department projection for the number of clients that will be admitted to a residential facility for inpatient substance use disorder treatment services in FY 17-18 is approximately 700; a decrease of 80 from the FY 16-17 projection. The cost for these services is projected to decrease \$332,934 from the FY 16-17 cost (12.2 percent). The Department plans to contract with four providers for these services in amounts ranging from \$14,687 to \$1,645,462.

Outpatient Substance Use Disorder Treatment Services (\$1,350,493)

Therapeutic outpatient substance use disorder treatment services may be provided in lieu of incarceration for inmates of the Main Detention Facility and North County Detention Facility, or to residents of the community in need of therapeutic outpatient substance use disorder treatment. The Department projection for the number of clients that will utilize substance use disorder treatment services from a contracted provider in FY 16-17 is approximately 1,725; unchanged from the FY 16-17 projection. The cost for these services is projected to have a slight increase of \$23,733 from the FY 16-17 cost (1.8 percent). The Department plans to contract with three providers for these services in amounts ranging from \$41,838 to \$931,606.

Perinatal Residential and Outpatient Substance Use Disorder Day Treatment Services (\$794,472)

The perinatal services program provides approximately 10 residential treatment beds as well as outpatient therapeutic substance use disorder treatment for pregnant and parenting women. These services can be accessed through community or self-referral. Both the residential and outpatient services include on-site child care and available transportation for clients. The Department projection for the number of pregnant and parenting women that will access perinatal residential and outpatient day treatment services in FY 17-18 is 80. The cost for these services is projected to have a small decrease of \$25,089 (3.1 percent) from the FY 16-17 cost. The Department plans to contract with two providers for these services for amounts ranging from \$407,483 to \$386,989.

Narcotic Treatment Programs (\$2,438,488)

This program provides outpatient therapeutic substance use disorder treatment in the form of Narcotic Replacement Therapy (such as methadone). The Department projection for the number of clients that will access narcotic treatment services in FY 17-18 with individual episodes of care generally lasting longer than one year is approximately 750; which is consistent with the FY 16-17 projection. The cost for these services is projected to remain unchanged from the FY 16-17 cost. The Department plans to contract with two providers for these services in amounts ranging from \$628,488 to \$1,810,000.

Ancillary Services (\$125,998)

Ancillary services include supplementary services such as acupuncture, sober living environment, case management, and employment services, for clients receiving therapeutic substance use disorder treatment services. The Department projection for the number of individuals to access ancillary services in FY 17-18 is approximately 250; a decrease from the FY 16-17 projection. The cost for these services is

projected to decrease \$32,528 (20.5 percent) from the FY 16-17 cost. The Department plans to contract with two providers for these services in amounts ranging from \$9,038 to \$116,960.

Long-Term Care Facilities (\$7,106,469)

Long-term care facilities provide services to improve the daily functioning of adults with serious and persistent mental illness. Facilities also serve clients who require short- to medium-term intensive treatment in a secure, highly structured therapeutic environment in order to return to the community. The Department projection for number of individuals that will be admitted into long-term care facilities in FY 17-18 is 135; which is consistent with the FY 16-17 projection. The cost for these services is projected to decrease by approximately \$205,000 from the FY 16-17 projected cost (2.8 percent). The FY 17-18 projected cost is based on actual FY 16-17 cost, which is significantly higher than anticipated due to a higher number of individuals being admitted to long-term care facilities, longer stay lengths, and increased provider costs. The Department has identified and plans to contract with two providers for these services in amounts ranging from \$1,000,000 to \$2,775,825. In addition, the Department plans to contract with a number of currently unidentified providers for these services, based on client need and the availability of beds, in an amount totaling up to \$3,330,644.

Children's Group Homes (\$2,200,000)

Group homes provide mental health youth and family services to ensure that the mental health treatment needs of children living in placements are appropriately met. Services are available to children who have been assessed by Behavioral Health Division staff and identified as requiring specific levels of mental health intervention. The Department projection for the number of children that will be admitted into contracted group homes in FY 17-18 is 132; an increase of 10 percent from the FY 16-17 projection. The cost for these services is projected to increase by \$207,000 (10.4 percent) from the FY 16-17 projected cost. The FY 17-18 projected cost is based on actual FY 16-17 cost, which is significantly higher than anticipated due to a higher number of children being admitted to group homes, longer stay lengths, and increased provider costs. The Department plans to contract with seven providers for these services in amounts ranging from \$15,000 to \$800,000. Various additional services may be required for specialized placements that the identified providers do not have the ability to serve, such as a very young child or a child with very specialized needs such as eating disorders. Use of additional providers will result in a decreased cost of identified providers.

Children's Mental Health Outpatient Services (\$4,672,341)

Includes outpatient mental health youth and family services to ensure that individual/family counseling and case management needs are addressed. The Department projection for the number of children that will require mental health outpatient services in FY 17-18 is 1,100; unchanged from the FY 16-17 projection. The cost for these services is projected to increase by \$615,000; an increase of 15.2 percent from FY 16-17 costs. The Department plans to contract with six providers for these services in amounts ranging from \$90,457 to \$1,585,000. Additional services may be required for specialized placements that the identified providers do not have the ability to serve, such as a very young child or a child with very specialized needs such as eating disorders. Use of additional providers will result in a decreased cost of identified providers.

Supportive Services to Adults in Community Care Facilities (\$4,778,461)

Support services provided to adults in licensed community care facilities fall into two broad categories. Contractors provide an organized treatment program with a daily schedule of activities designed to help

clients learn daily living skills, understand their mental illness, and/or deal with substance use disorder issues in preparation for moving into a more independent living situation. The remaining contracts are with licensed board and care providers that offer limited supervision of clients, assistance with managing medications, and help with the activities of daily living. The Department projection for the number of individuals to be admitted to contracted licensed community care facilities for supportive services in FY 17-18 is 300; and increase of 15 (5.3 percent) from the FY 16-17 projection. The cost for these services is projected to increase by \$638,265 from the FY 16-17 cost (15.4 percent). The Department plans to contract with two providers for these services in amounts ranging from \$973,153 to \$1,456,200. In addition, the Department plans to contract with a number of currently unidentified providers for these services, based on client need and the availability of beds, in an amount totaling up to \$2,349,108.

Supportive Services to Adults in Independent Living Settings (\$3,078,803)

The treatment goal for all mental health clients is for them to live in the community as independently as possible. A variety of living arrangements are available to clients including single or shared apartments, and homes shared by a small number of individuals. Contract providers send staff to clients' homes to teach and assist them in accomplishing all the tasks necessary to live independently, including menu planning, grocery shopping, budgeting and paying bills, taking medications as prescribed, etc. The Department projection for the number of individuals that will be admitted to contracted licensed independent care facilities for supportive services in FY 17-18 is 425; unchanged from the FY 16-17 projection. The cost for these services is projected to decrease by \$28,783 (0.9 percent) from the FY 16-17 cost. The Department plans to contract with three providers for these services in amounts ranging from \$357,075 to \$1,464,846.

Consumer, Family Peer Support and Recovery Services (\$1,671,866)

Through contracts with several community-based organizations, clients and/or their families may access a variety of services designed to foster self-reliance and maximize overall quality of life. The services include provision of general health information and referral, assistance navigating the mental health systems of care, recreation and socialization, consumer and family support groups, peer counseling training, peer counseling, telephone support, advocacy training and consultation, benefits counseling, vocational training, and consumer-operated employment opportunities. The Department projection for the number of individuals that will access these services in FY 17-18 is 15,000; unchanged from the FY 16-17 projection. The cost for these services is projected to increase \$125,495 from the FY 16-17 cost (8.1 percent). The Department plans to contract with six providers for these services in amounts ranging from \$83,951 to \$805,983.

Mental Health Services Act Community Partnerships (\$1,019,432)

The Department provides funds and consultation services to community-based health care and substance abuse organizations, enabling these organizations to work more effectively with their clients who have mental illness. These collaborations facilitate access to primary care for individuals with mental illness, and assist the Behavioral Health Division to identify new clients needing services. In addition, these organizations are the providers of choice for many in the Latino and Native American populations. The Department projects that these Mental Health Services Act Community Partnership funded agreements will allow approximately 2,500 previously underserved individuals to receive integrated behavioral and physical health care services at the regional health centers in FY 17-18; a decrease of 250 (9.1 percent) from the FY 16-17 projection. The cost for these services is projected to

decrease by \$218,151 (17.6 percent) from the FY 16-17 cost. The Department plans to contract with seven providers for these services in amounts ranging from \$9,212 to \$594,283.

Mental Health Services Act Full Service Partnerships (\$901,751)

These “full service partnerships” provide comprehensive services to a limited number of clients. The Department projects that 340 clients will receive supported housing and employment services, medication management, socialization, peer support, and access to staff support 24 hours per day, 7 days per week during FY 17-18; an increase of 40 (13.3 percent) from the FY 16-17 projection. The cost for these services is projected to increase by \$238,587 (36 percent) from the FY 16-17 cost. The Department plans to contract with three providers for these services in amounts ranging from \$200,000 to \$463,164.

Acute Inpatient and Short-Term Crisis Services (\$3,213,543)

Individuals in crisis may require a structured setting that provides 24-hour supervision and support. Acute inpatient psychiatric hospitals serve those clients who require a locked facility. Others are able to receive services in a residential setting in the community with intensive 24-hour support and supervision. Due to the addition of a second crisis residential unit, the Department’s projection for the number of clients that will receive acute inpatient and short-term crisis services in FY 17-18 is expected to increase by approximately 750 clients to 1,200 (7 percent). Due to the addition of a second crisis residential unit, the cost for these services is projected to increase by \$296,543 from the FY 16-17 cost (10.2 percent). The Department plans to contract with one provider for these services in the amount of \$2,038,933. In addition, the Department plans to contract with a number of currently unidentified providers for these services, based on client need and the availability of beds, in an amount totaling up to \$1,174,610.

Mental Health Services Act Prevention and Early Intervention (\$2,354,856)

Our community partners provide 1) prevention based services to individuals prior to the development of serious mental illness or serious emotional disturbances and to alleviate the need for additional mental health services or extended mental health treatment; 2) build capacity for mental health prevention and early intervention services at sites where people access other services such as health providers, education facilities, and community organizations; and 3) ensure earlier access to mental health services in order to lower the incidence of mental illness and suicide, to enhance wellness and resilience, and to reduce stigma and discrimination in Sonoma County. The Department projection for the number of children ages 0-18, transition age youth, students Kindergarten through college, and other community members that will receive Mental Health Services Act Prevention and Early Intervention services in FY 17-18 is 25,000; unchanged from the FY 16-17 projection. The cost for these services is projected to increase \$47,146 from the FY 16-17 cost (2.0 percent). The Department plans to contract with seventeen providers for these services in amounts ranging from \$41,400 to \$434,517.

Mental Health Services Act Workforce, Education and Training (\$827,525)

Workforce, Education and Training represents one of the five original funding components for the Mental Health Services Act. The authors of the act recognized a need to develop and train individuals to work in what they hoped would be an expanded and transformed mental health system of care. These contracts provide opportunities for graduate level clinicians to be trained and receive hours toward eventual licensure with the intent that they will at some point in the future be working in the public mental health system. This is a key strategy for the Department in diversifying the workforce. The

contracts also provide opportunities for individuals in recovery from mental illness and/or family members to be trained to take peer support positions in the system. In all cases, these contractors will be providing direct services to Department client's thus expanding access to care. The cost for these services is projected to increase from the FY 16-17 cost by \$65,800 (8.6 percent). The Department plans to contract with three providers for these services in amounts ranging from \$212,672 to \$340,394.

Support Services

The proposed budget for FY 17-18 includes \$3,298,857 for services to support the delivery of client and program related services. The cost for these services is projected to increase \$743,982 from the FY 16-17 cost (29.1 percent). Following is a description of proposed support service contracts. A list of support services providers is presented in Attachment 1.

Temporary Staffing and Recruitment Services (\$2,226,481) Temporary staffing contracts support maintenance of a pool of psychiatrists and other psychiatric professionals to provide services in the event the County is unable to recruit and retain staff, or to provide for the specialized needs of clients. The Department contracts with staffing agencies, locum tenens, individual psychiatrists, psychiatric nurse practitioners, or other providers as needed. In order to allow maximum flexibility to meet client needs, contracts do not specify an individual maximum fiscal obligation. Continued challenges with recruiting appropriate staff has resulted in an increased need for these services. Primarily due to a statewide shortage of psychiatrists, the cost for these services is projected to increase \$726,481 (48.4 percent) from the FY 16-17 cost.

Drug Impairment Detection Services PassPoint™ (\$34,000) Drug testing and analysis service to screen for substance use as mandated. These services are utilized for 500-600 individuals each year. The cost for these services is unchanged from FY 16-17.

Echo Management Group (\$40,000) Transactional data systems to perform client billing and accounting and auditing functions. This system is used to submit claims to Medi-Cal and Medicare for services that were performed prior to FY 13-14, and perform related accounting and reporting functions. As is standard with software systems, ongoing maintenance, support and upgrades are necessary to preserve its integrity and reliability. Echo management is the sole source for this maintenance agreement. The cost for this service is projected to remain unchanged from the FY 16-17 cost.

FEI.com Inc. (\$98,000) Ongoing development, support, and implementation of the Sonoma Web Infrastructure for Treatment Services to meet federal and state outcome reporting requirements. The SWITS software was selected and approved by the Board based on a selection process in 2005. The software developer, FEI.com, is the sole source for this maintenance agreement. The cost for this service is projected to remain unchanged from the FY 16-17 cost.

Harder + Company Community Research (\$100,000) Provide evaluation services with a focus of building upon the Mental Health Services Act evaluation framework developed to document the Behavioral Health Division's progress in achieving systems transformation. The cost of these services for FY 17-18 is estimated at \$100,000; a decrease of \$50,000 (33.3 percent).

Netsmart Technologies Inc. (\$631,501) Ongoing development, support, and implementation of the Avatar electronic health record for mental health services. The Avatar application was selected and approved by the Board in January of 2012 based upon a Statewide California Behavioral Health Systems coalition, comprised of 27 California Counties which reviewed 44 software products. The Avatar system serves the function previously performed using the system provided by Echo Management Group and

will be used to submit claims to Medi-Cal and Medicare for services in FY 13-14 and beyond, and perform related clinical, accounting and reporting functions. The software developer, Netsmart, is the sole source for this maintenance agreement. Planned system enhancements and functionality improvements result in a projected cost increase of \$67,501 (12 percent) from the FY 16-17 cost.

Dimension Reports, LLC (\$39,500) Web-based subscription service that is used to report transactional information related to Medi-Cal claims submitted by the department and processed through the California Department of Health Care Services. The cost for this service is projected to remain unchanged from the FY 16-17 cost.

Hearing Officers (\$55,000) Conduct hearings to determine if a mental health client will be placed on an involuntary 14-day hold (Welfare and Institutions Code Section 5256.1). The cost for this service is projected to remain unchanged from the FY 16-17 cost.

Julie A. Kawahara (\$24,375) Provide consultation services to prepare community groups interested in reducing disparities in mental health services to respond to State initiatives that employ community-defined evidence programs. The cost for this service is unchanged from the FY 16-17 cost.

Andrew J. Wong dba AJW, Inc. (\$50,000) Ongoing development, support, maintenance and consultation for the division's assessment database. The *Child and Adolescent Needs and Strengths* and *Adult Needs and Strengths Assessment* tools link the assessment of client mental health to the design of an individual mental health services plan. The tools are consistent with the recovery model and aligned with the philosophy that consumers should be served in the community in the least restrictive environment possible. The *Child and Adolescent Needs and Strengths* and *Adult Needs and Strengths Assessment* tools allow for individualized, culturally competent, consumer-driven, assessment and treatment planning. The Sonoma County Purchasing Agent has approved the Department's request to rely on the competitive procurement process conducted by the San Francisco Department of Public Health, which awarded a *Child and Adolescent Needs and Strengths/Adult Needs and Strengths Assessment* data evaluation and monitoring software contract to AJW, Inc. The cost for this service is projected to remain unchanged from FY 16-17.

Prior Board Actions:

The Board annually authorizes the Director of Health Services to execute agreements for mental health and substance use disorder services and support services agreements for behavioral health services. Most recently, on June 14, 2016 the Board approved \$38,159,285 for mental health and substance use disorder services and \$2,404,875 for support services agreements for behavioral health services.

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

The mental health and substance use disorder services provided by the Department's network of community-based service providers promote the recovery and wellness of individuals suffering from mental illness and substance use disorders through specialty mental health services, advocacy, and education.

Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses	0	42,873,219	0
Additional Appropriation Requested	0		
Total Expenditures	0	42,873,219	0
Funding Sources			
General Fund/WA GF		3,232,641	0
State/Federal		39,430,499	0
Fees/Other		210,079	0
Use of Fund Balance			
Contingencies			
Total Sources	0	42,873,219	0
Narrative Explanation of Fiscal Impacts:			
<p>The FY 17-18 proposed budget includes \$39,574,362 for provider treatment services contracts and \$3,298,857 for support service contracts, totaling \$42,873,219 (an increase of \$2,159,059, or 5.3 percent, over FY 16-17). Of the total amount, \$6,854,362 is for additional service area allocation, which provides additional contract authority for medically necessary behavioral health services from existing and not yet identified providers.</p> <p>The mental health and substance use disorder treatment and support services contracts are funded by Medi-Cal/Federal Financial Participation, Mental Health Services Act, 1991 Mental Health Realignment, 2011 Behavioral Health Realignment, Federal Substance Abuse and Prevention Treatment, various Substance Abuse and Mental Health Services Administration grants, Investment in Mental Health Wellness Act of 2013 grants, First 5 Sonoma County, Intergovernmental Transfer, reimbursements from other County departments, and approximately \$3.2 million in County General Funds which support substance use disorder services.</p>			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
N/A			

Attachments:

1) Mental Health and Substance Use Disorder Treatment Services Providers, 2) Mental Health and Substance Use Disorder Services Providers - Amount and Percent of Total for Each Provider, 3) Mental Health and Substance Use Disorder Services - Treatment and Support Services Contract Funding Sources - FY 17-18

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

None

Attachment 1 - Mental Health and Substance Use Disorder Treatment Services Providers

Provider/Contractor	FY 16-17	FY 17-18 Proposed
Treatment Services		
Residential Non-Medical Detoxification		
Identified Providers		
Drug Abuse Alternatives Center	\$ 640,192	\$ 640,192
Section Total	\$ 640,192	\$ 640,192
Residential Treatment Services		
Identified Providers		
California Human Development	\$ 729,483	\$ 657,523
Drug Abuse Alternatives Center - Turning Point	\$ 1,846,408	\$ 1,645,462
Hilltop Recovery Services	\$ 25,000	\$ 82,000
R House	\$ 34,028	\$ -
Women's Recovery Services	\$ 14,687	\$ 14,687
Additional Service Area Allocation ¹		
Various Residential Treatment Services as needed	\$ 83,000	\$ -
Section Total	\$ 2,732,606	\$ 2,399,672
Outpatient SUD Treatment Services		
Identified Providers		
California Human Development	\$ 408,809	\$ 377,049
Drug Abuse Alternatives Center	\$ 677,733	\$ 931,606
R House	\$ 187,530	\$ -
Sonoma County Indian Health Project	\$ 41,838	\$ 41,838
Additional Service Area Allocation ¹		
Various Outpatient Treatment Services as needed	\$ 10,850	\$ -
Section Total	\$ 1,326,760	\$ 1,350,493
Perinatal Residential and Outpatient SUD Day Treatment Services		
Identified Providers		
Drug Abuse Alternatives Center	\$ 282,673	\$ 279,632
Drug Abuse Alternatives Center - Dependency Drug Court	\$ 67,885	\$ 67,885
Drug Abuse Alternatives Center - SonomaWorks	\$ 59,966	\$ 59,966
Women's Recovery Services	\$ 328,428	\$ 333,653
Women's Recovery Services - Dependency Drug Court	\$ 35,336	\$ 13,336
Women's Recovery Services - SonomaWorks	\$ 45,273	\$ 40,000
Section Total	\$ 819,561	\$ 794,472
Narcotic Treatment Programs		
Identified Providers		
Drug Abuse Alternatives Center	\$ 628,488	\$ 628,488
Santa Rosa Treatment Program	\$ 1,810,000	\$ 1,810,000
Section Total	\$ 2,438,488	\$ 2,438,488
Ancillary Services		
Identified Providers		
Acupuncture and Recovery Treatment Services	\$ 9,038	\$ 9,038
California Human Development - Sober Living Environment	\$ 15,000	\$ 15,000
California Human Development - DUI Court Case Management	\$ 61,960	\$ 101,960
Drug Abuse Alternatives Center - DUI Court Case Management	\$ 61,960	\$ -
Vietnam Veterans of California	\$ 10,568	\$ -
Section Total	\$ 158,526	\$ 125,998

Attachment 1 - Mental Health and Substance Use Disorder Treatment Services Providers

Provider/Contractor	FY 16-17	FY 17-18 Proposed
Long-Term Care Facilities		
Identified Providers		
California Department of Mental Health - State Hospital	\$ 1,000,000	\$ 1,000,000
Nadhan, Inc. dba Creekside Mental Health Rehabilitation Program	\$ 2,633,475	\$ 2,775,825
Additional Service Area Allocation ¹		
Long Term Facilities (placement based on bed availability)	\$ 3,678,001	\$ 3,330,644
Section Total	\$ 7,311,476	\$ 7,106,469
Children's Group Homes		
Identified Providers		
Alternative Family Services	\$ 130,000	\$ 450,000
Catholic Charities CYO, St. Vincent's School for Boys	\$ 125,000	\$ 125,000
Life Works	\$ 260,000	\$ 260,000
R House	\$ 53,000	\$ -
Redwood Children's Services	\$ 75,000	\$ 15,000
Sunny Hills Services - Therapeutic Behavioral Services (TBS)	\$ 800,000	\$ 800,000
TLC Child and Family Services	\$ 200,000	\$ 200,000
Victor Treatment Centers	\$ 350,000	\$ 350,000
Section Total	\$ 1,993,000	\$ 2,200,000
Children's Mental Health Outpatient Services		
Identified Providers		
California Parenting Institute	\$ 422,500	\$ 651,289
California Parenting Institute - Authorization Function for RCS	\$ 10,000	\$ -
California Parenting Institute - Urgent Response	\$ 120,000	\$ 122,090
Individuals Now dba Social Advocates for Youth	\$ 519,841	\$ 493,636
Individuals Now dba Social Advocates for Youth - Formative Family	\$ 25,000	\$ 25,000
Petaluma People Services Center	\$ 235,000	\$ 454,869
Redwood Psychology Center dba River Counseling dba Russian River Counselors	\$ 90,000	\$ 90,457
Seneca Residential and Day Treatment Center for Children - Supportive MH Services for WRAP Program	\$ 1,050,000	\$ 1,250,000
Sunny Hills Services - ACT/PRIDE	\$ 1,585,000	\$ 1,585,000
Section Total	\$ 4,057,341	\$ 4,672,341
Supportive Services to Adults in Community Care Facilities		
Identified Providers		
Community Support Network - A Step UP	\$ 482,001	\$ 496,461
Community Support Network - Bridges	\$ 200,000	\$ 206,044
Community Support Network - E Street	\$ 413,253	\$ 425,651
Community Support Network - Hope House	\$ 209,044	\$ 328,044
Progress Foundation - Parker Hill Place	\$ 973,153	\$ 973,153
Additional Service Area Allocation ¹		
Various Augmented Adult Residential Facilities as needed	\$ 1,862,745	\$ 2,349,108
Section Total	\$ 4,140,196	\$ 4,778,461

Attachment 1 - Mental Health and Substance Use Disorder Treatment Services Providers

Provider/Contractor	FY 16-17	FY 17-18 Proposed
Supportive Services to Adults in Independent Living Settings		
Identified Providers		
Buckelew Programs - Sonoma County Independent Living	\$ 1,464,846	\$ 1,464,846
Community Support Network - Opportunity House	\$ 346,675	\$ 357,075
Telecare - Sonoma Assertive Community Treatment	\$ 1,296,065	\$ 1,256,882
Section Total	\$ 3,107,586	\$ 3,078,803
Consumer, Family Peer Support and Recovery Services		
Identified Providers		
Buckelew Programs - Family Services Coordinator	\$ 155,983	\$ 155,983
Council on Aging	\$ 83,951	\$ 83,951
Department of Rehabilitation (State of California)	\$ 47,505	\$ 93,000
Goodwill Industries of the Redwood Empire - Interlink Self Help Center	\$ 361,277	\$ 396,277
Goodwill Industries of the Redwood Empire - Petaluma Peer Recovery	\$ 64,706	\$ 74,706
Goodwill Industries of the Redwood Empire - Wellness Center	\$ 300,000	\$ 335,000
National Alliance on Mental Illness	\$ 284,800	\$ 284,800
Community & Family Service Agency	\$ 72,149	\$ 72,149
Community & Family Service Agency	\$ 10,000	\$ 10,000
Community & Family Service Agency	\$ 166,000	\$ 166,000
Section Total	\$ 1,546,371	\$ 1,671,866
Mental Health Services Act Community Partnerships		
Identified Providers		
Alliance Medical Center	\$ 9,212	\$ 9,212
Drug Abuse Alternatives Center	\$ 70,200	\$ 70,200
Individuals Now dba Social Advocates for Youth - Tamayo House	\$ 155,000	\$ 155,000
Petaluma People Services Center - Mary Isaak Center	\$ 50,477	\$ 50,477
Santa Rosa Community Health Centers	\$ 436,303	\$ 218,152
Santa Rosa Community Health Centers - Bridges to Health Grant	\$ 376,131	\$ 376,131
Sonoma County Indian Health Project	\$ 81,040	\$ 81,040
West County Health Centers	\$ 59,220	\$ 59,220
Section Total	\$ 1,237,583	\$ 1,019,432
Mental Health Services Act Full Service Partnerships		
Identified Providers		
Buckelew Programs - Employment Services	\$ 193,208	\$ 193,208
Buckelew Programs - Forensic Assertive Community Treatment (Housing)	\$ 156,661	\$ 156,661
Buckelew Programs - Transition Age Youth	\$ 113,295	\$ 113,295
Sunny Hills Services - Family Advocacy Support & Treatment Team	\$ 200,000	\$ 200,000
On the Move dba Voices	\$ -	\$ 238,587
Section Total	\$ 663,164	\$ 901,751
Acute Inpatient and Short-Term Crisis Services		
Identified Providers		
Children's Counseling Collaborative (CCC-SC) (CPI, PPSC, and Individuals Now dba Social Advocates for Youth)	\$ 415,000	\$ -
Progress Foundation Crisis Residential Units	\$ 2,100,000	\$ 2,038,933
Additional Service Area Allocation ¹		
Acute Inpatient Facilities (Placement based on bed availability)	\$ 402,000	\$ 1,174,610
Section Total	\$ 2,917,000	\$ 3,213,543

Attachment 1 - Mental Health and Substance Use Disorder Treatment Services Providers

Provider/Contractor	FY 16-17	FY 17-18 Proposed
Mental Health Services Act Prevention and Early Intervention		
Identified Providers		
Action Network	\$ 76,635	\$ 76,635
Alexander Valley Health Center	\$ 41,400	\$ 41,400
Buckelew - Suicide Prevention Hotline Services	\$ 160,000	\$ 160,000
California Parenting Institute - 0 to 5	\$ 160,137	\$ 193,137
Community Baptist Church	\$ 162,258	\$ 162,258
Early Learning Institute	\$ 128,261	\$ 128,261
Human Services Department – Older Adult Collaborative	\$ 243,387	\$ 243,387
Jewish Family and Children’s Services	\$ 108,242	\$ 49,242
Latino Service Providers of Sonoma County	\$ 160,994	\$ 160,994
National Alliance on Mental Illness - MST	\$ 81,330	\$ 81,330
Petaluma People Services Center	\$ 64,094	\$ 90,094
Positive Images	\$ 69,455	\$ 114,601
Santa Rosa Junior College - Peers Program	\$ 200,000	\$ 200,000
School Based Programs Ages 5 - 18 (Santa Rosa Community Health Centers)	\$ 93,150	\$ 93,150
Sonoma County Indian Health Project - Aunties & Uncles	\$ 68,850	\$ 68,850
Sonoma County Office of Education – the Sonoma County Student Assistance Program Collaborative	\$ 434,517	\$ 434,517
Goodwill Industries of the Redwood Empire - Consumer Operated Warmline	\$ 55,000	\$ 57,000
Section Total	\$ 2,307,710	\$ 2,354,856
Mental Health Services Act Workforce, Education, and Training		
Identified Providers		
Goodwill Industries of the Redwood Empire - Consumer Relations	\$ 246,838	\$ 278,838
Goodwill Industries of the Redwood Empire - Peer Support Specialist	\$ 55,556	\$ 61,556
Lomi Psychotherapy Clinic	\$ 274,459	\$ 274,459
Support Our Students	\$ 184,872	\$ 212,672
Section Total	\$ 761,725	\$ 827,525
Identified Provider Total	\$ 32,122,689	\$ 32,720,000
Additional Service Area Allocation Total	\$ 6,036,596	\$ 6,854,362
Treatment Services Total	\$ 38,159,285	\$ 39,574,362

Attachment 1 - Mental Health and Substance Use Disorder Treatment Services Providers

Provider/Contractor	FY 16-17	FY 17-18 Proposed
Support Services²		
Temporary Staffing and Recruitment Services	\$ 1,500,000	\$ 2,226,481
Drug Impairment Detection Services PassPoint	\$ 34,000	\$ 34,000
ECHO Management Group	\$ 40,000	\$ 40,000
FEI.com Inc.	\$ 98,000	\$ 98,000
Harder & Company	\$ 150,000	\$ 100,000
Netsmart Technologies Inc.	\$ 564,000	\$ 631,501
Dimension Reports, LLC	\$ 39,500	\$ 39,500
Hearing Officers	\$ 55,000	\$ 55,000
Julie A. Kawahara	\$ 24,375	\$ 24,375
Andrew J. Wong dba AJW, Inc.	\$ 50,000	\$ 50,000
Support Services Total	\$ 2,554,875	\$ 3,298,857
Summary		
Treatment Services Total	\$ 38,159,285	\$ 39,574,362
Support Services Total	\$ 2,554,875	\$ 3,298,857
Grand Total	\$ 40,714,160	\$ 42,873,219
<p>1. "Additional Service Area Allocation" provides additional contract authority for medically necessary behavioral health services from identified providers above the proposed FY 17-18 allocation and from providers not yet identified from whom clients will require access to medically necessary behavioral health services.</p> <p>2. "Support Services" contracts include contracts integral to the support the delivery of client and program related services.</p>		

Attachment 2 - Mental Health and Substance Use Disorder Services Providers - Amount and Percent of Total for Each Provider (Treatment Services Only)		
Vendor Name	FY 17-18 Amount	Percent of Total
Action Network	\$ 76,635	0.19%
Acupuncture and Recovery Treatment Services	\$ 9,038	0.02%
Alexander Valley Health Center	\$ 41,400	0.10%
Alliance Medical Center	\$ 9,212	0.02%
Alternative Family Services	\$ 450,000	1.14%
Buckelew Programs	\$ 2,243,993	5.67%
California Human Development	\$ 1,151,532	2.91%
California Parenting Institute	\$ 966,516	2.44%
Catholic Charities CYO, St. Vincent's School for Boys	\$ 125,000	0.32%
Community & Family Service Agency	\$ 248,149	0.63%
Community Baptist Church	\$ 162,258	0.41%
Community Support Network	\$ 1,813,275	4.58%
Council on Aging	\$ 83,951	0.21%
Drug Abuse Alternatives Center	\$ 4,323,431	10.92%
Early Learning Institute	\$ 128,261	0.32%
Goodwill Industries of the Redwood Empire	\$ 1,203,377	3.04%
Hilltop Recovery Services	\$ 82,000	0.21%
Human Services Department	\$ 243,387	0.62%
Individuals Now dba Social Advocates for Youth	\$ 673,636	1.70%
Jewish Family and Children's Services	\$ 49,242	0.12%
Latino Service Providers of Sonoma County	\$ 160,994	0.41%
Life Works	\$ 260,000	0.66%
Lomi Psychotherapy Clinic	\$ 274,459	0.69%
Nadhan, Inc. dba Creekside Mental Health Rehabilitation Program	\$ 2,775,825	7.01%
National Alliance on Mental Illness	\$ 366,130	0.93%
On the Move dba Voices	\$ 238,587	0.60%
Petaluma People Services Center	\$ 544,963	1.38%
Petaluma People Services Center - Mary Isaak Center	\$ 50,477	0.13%
Positive Images	\$ 114,601	0.29%
Progress Foundation	\$ 3,012,086	7.61%
Redwood Children's Services	\$ 15,000	0.04%
Redwood Psychology Center dba River Counseling dba Russian River Counselors	\$ 90,457	0.23%
Santa Rosa Community Health Centers	\$ 687,433	1.74%
Santa Rosa Junior College - Peers Program	\$ 200,000	0.51%
Santa Rosa Treatment Program	\$ 1,810,000	4.57%
Seneca Residential and Day Treatment Center for Children	\$ 1,250,000	3.16%
Sonoma County Indian Health Project	\$ 191,728	0.48%
Sonoma County Office of Education	\$ 434,517	1.10%
State of California	\$ 1,093,000	2.76%
Sunny Hills Services	\$ 2,585,000	6.53%
Support Our Students	\$ 212,672	0.54%
Telecare	\$ 1,256,882	3.18%
TLC Child and Family Services	\$ 200,000	0.51%
Various Currently Unidentified Providers	\$ 6,854,362	17.32%
Victor Treatment Centers	\$ 350,000	0.88%
West County Health Centers	\$ 59,220	0.15%
Women's Recovery Services	\$ 401,676	1.01%
Grand Total	\$ 39,574,362	100.00%

**Mental Health and Substance Use Disorder Services
Treatment and Support Services Contract Funding Sources - FY 17-18**

Funding Source	Estimated Contract Funding (%)	Estimated Contract Funding (\$)
FFP (Federal)	30.65%	\$13,140,642
SAPT Block Grant (Federal)	2.93%	\$1,256,185
MHSA	29.96%	\$12,844,816
Realignment (1991 Health)	19.64%	\$8,420,300
Realignment (2011 BH)	7.50%	\$3,215,491
Grants	1.29%	\$553,065
County General Fund	7.54%	\$3,232,641
Other	0.49%	\$210,079
Total	100.00%	\$42,873,219



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 of Sonoma County

Board Agenda Date: June 20, 2017

Vote Requirement: 4/5

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

Staff Name and Phone Number:

Barbie Robinson, 565-7876

Supervisorial District(s):

Title: Realignment Fund Transfer

Recommended Actions:

Authorize a \$1,066,850 transfer of fiscal year 2016-2017 1991 State Realignment funds from the Health Realignment Special Revenue Fund to the Mental Health Realignment Special Revenue Fund based upon the finding that the reallocation is the most cost-effective use of available resources to maximize client outcomes.

Adopt a resolution adjusting the fiscal year 2016-2017 final budget by transferring \$1,066,850 from the Health Realignment Special Revenue Fund to the Mental Health Realignment Special Revenue Fund. (4/5 vote required)

Executive Summary:

This item seeks approval to transfer \$1,066,850 from the Health Realignment Special Revenue Fund to the Mental Health Realignment Special Revenue Fund. Welfare and Institution Code Section 17600.20(a) allows counties to transfer up to ten percent of realignment funds between the various sub accounts that were realigned in 1991. This provision of the Welfare and Institution Code was created to give counties flexibility to make use of realignment funds in the best manner possible to serve the community. This item also seeks approval of adjustments to the fiscal year 2016-2017 final budget necessary to transfer funds.

Discussion:

Mental health realignment is an important funding source for mental health services and programs. Health realignment revenue funds a variety of Department programs, typically other than those related to mental health. The requested transfer of funds is necessary due to the on-going challenge of funding mental health programs, most notably those related to providing crisis stabilization services and long-term care through contracted institutions for mental disease. The transfer of funds between health realignment and mental health realignment serves to equitably balance funding between the two accounts and also serves to ensure that adequate funding is available for high risk behavioral health services funded with realignment, such as institutions for mental disease facilities and crisis stabilization

services. The transfer also addresses the concern that there will be no growth in future years given an increased caseload and the impact of In-Home Support Services in the latest state budget revision.

To make the adjustment for revenue residing within the Health Realignment Special Revenue Fund, the transfer must be approved by the Board at a regularly scheduled public meeting before the end of the fiscal year.

The effect of the balance transfer on third quarter estimated balances is shown in the table below.

Fund	Pre-Transfer (\$)	Post-Transfer (\$)	Pre-Transfer (%)	Post-Transfer (%)
Health Realignment Special Revenue Fund	8,431,439	7,364,589	72%	63%
Mental Health Realignment Special Revenue Fund	3,321,506	4,388,356	28%	37%

Prior Board Actions:

On June 23, 2015 the Board adopted a resolution authorizing a ten percent or \$2,600,000 transfer of FY 2014-15 1991 State Realignment funds from Human Services to Health Services.

On May 15, 2007 the Board approved a resolution authorizing budgetary adjustment to the FY 06-07 Final Budget transferring \$2.0 million from the Health Realignment Special Revenue Fund to the Mental Health Realignment Special Revenue Fund based upon the finding that the reallocation is the most cost effective use of available resources in order to maximize client outcomes.

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

This transfer of funds from the Health Realignment Fund to the Mental Health Realignment Fund serves to maximize client outcomes through the effective use of available resources.

Fiscal Summary

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

Narrative Explanation of Fiscal Impacts:

There are no costs directly associated with this action. FY 16-17 fund balance amounts/estimates are as follows:

	Health Realignment (\$)	Mental Health Realignment (\$)
Beginning Balance	8,097,165	2,418,016
Mid-Year Estimate Balance	8,652,360	2,174,775
Q3 Estimate Balance	8,431,439	3,321,506

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:

Budgetary adjustment resolution

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

None



County of Sonoma
State of California

Date: June 20, 2017

Item Number: _____
Resolution Number: _____



4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Authorizing Budgetary Adjustments To The Fiscal Year 2016-2017 Adopted Budget, Transferring \$1,066,850 From The Health Realignment Special Revenue Fund To The Mental Health Special Revenue Fund Based Upon A Finding That The Reallocation Is The Most Cost Effective Use Of Available Resources In Order To Maximize Client Outcomes.

Whereas, the Board of Supervisors has adopted the final budget for fiscal year 2016-2017 in accordance with Section 29088 of the Government Code of the State of California; and

Whereas, the Government Code allows for adjustments to the adopted budget during the 2016-2017 Fiscal Year.

Now, Therefore, Be It Resolved that the Board of Supervisors, County of Sonoma, State of California, does hereby authorize and direct the County Auditor-Controller to adjust the fiscal year 2016-2017 adopted budget for the increases/decreases listed in Exhibit A.

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

EXHIBIT A - BUDGET RESOLUTION

Department(s)/ Agency/(ies):	Deaprtment of Health Services				
Narratives	FTE Impacts (+/-)	Gross Expenditure	Revenue and Reimbursement	Net Cost	Annualized Net Cost
Summary of Requested Adjustments for Board Consideration					
HEALTH REALIGNMENT SPECIAL REVENUE FUND					
Summary Row	-	1,066,850		- 1,066,850	1,066,850
<i>To adjust the fiscal year 2016-2017 final budget by transferring \$1 million from the Health Realignment Special Revenue Fund to the Mental Health Realignment Special Revenue Fund based upon the finding that the reallocation is the most cost effective use of available resources in order to maximize client outcomes</i>					
MENTAL HEALTH REALIGNMENT SPECIAL ACCOUNT FUND					
Summary Row	-		1,066,850	(1,066,850)	
<i>To adjust the fiscal year 2016-2017 final budget by receiving \$1 million from the Health Realignment Special Revenue Fund based upon the finding that the reallocation is the most cost effective use of available resources in order to maximize client outcomes</i>					
Total Requested Adjustments					
		0	1,066,850	0	1,066,850
Subtotal of General Fund Changes					
		0	0	0	0
Subtotal of Other Fund Changes					
		0	1,066,850	0	1,066,850



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors of Sonoma County

Board Agenda Date: June 20, 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: Delegated Contract Authority for State and Federal Revenue Agreements

Recommended Actions:

Adopt a resolution delegating authority to the Director of Health Services, or designee, to accept funding allocations for the County of Sonoma and execute revenue agreements, amendments, and related documents received in FY 17-18 as necessary to receive revenue from state and federal agencies.

Executive Summary:

Each year the Department of Health Services requests that the Board of Supervisors delegate authority to the Director of Health Services to accept allocations and execute revenue agreements and amendments as necessary to receive revenue from state and federal agencies. This item requests that your Board adopt a resolution delegating authority to the Director of Health Services, or designee, to accept funding allocations for the County of Sonoma and execute revenue agreements, amendments, and related documents received in FY 17-18 as necessary to receive revenue from state and federal agencies. This action by the Board of Supervisors only applies to state and federal agreements.

The Department's FY 17-18 proposed budget includes approximately \$86 million in revenue received directly from state and federal agencies. Estimated FY 17-18 allocations and agreements are listed in Attachment 2.

Discussion:

It is both practical and an efficient use of County resources to delegate signature authority to the Director of Health Services to accept allocations and execute revenue agreements and amendments to revenue agreements with state and federal agencies. Throughout each year, the Department must accept state and federal allocations and execute agreements to facilitate the release of funding for programs. Most state and federal allocations and contracts are for funds that renew each year. Cost efficiencies associated with a reduced number of Board items will benefit the departments involved in the Board item process, including Health Services, the County Administrators Office, Auditor's Office, County Counsel and Clerk of the Board. Other advantages include increased compliance with state

timelines; more timely receipt of revenues (i.e., improved cash flow) and delivery of services to clients; and more accurate cost plan reporting and expenditure reconciliation.

While the Department attempts to accurately project the revenue associated with state and federal allocations and agreements through the budgetary process, various factors may result in adjustments in the final revenue received from state and federal agencies. These factors include increased available funding, changes in state allocation formulas or funding amounts, programmatic changes, changes due to adoption of the state budget, and rollover of unspent prior year funds. Changes in state and federal revenue amounts will be brought to the Board through the consolidated budget process. In addition, in order to become more efficient in their own contracting process, state and federal governments are increasingly contracting with the Department on a multi-year basis. Some of the agreements received in FY 17-18 will be multi-year and therefore include additional revenue for outlying contract years.

This request is specific to state and federal revenue and does not include authority to approve service contracts with providers that are financed with state and federal allocations. The awarding of service contracts will follow standard procurement process and reviews. As noted above, Board delegation will be requested annually, thus approval will apply only to revenue agreements received in FY 17-18. As noted, in some cases revenue agreements may be for multiple years. The state and federal allocations of program funding are included each fiscal year in the budget approved by the Board of Supervisors.

Upon entering into a revenue agreement with the state or federal government, the County becomes obligated to provide the services specified in the agreement. Failure to meet the requirements of an agreement may result in forfeiture of continued funding during the current term and may result in decreased funding in future years.

Prior Board Actions:

On June 14, 2016 the Board adopted a resolution delegating authority to the Director of Health Services, or designee, to accept funding allocations for the County of Sonoma and execute revenue agreements, amendments, and related documents received in FY 16-17 as necessary to receive revenue from state and federal agencies.

The Board adopted resolutions delegating authority to accept state and federal funding allocations on June 16, 2015, June 24, 2014, June 11, 2013, September 11, 2012, and August 9, 2011.

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

Delegating authority to accept state and federal revenue agreements will allow for more efficient and timely delivery of program services to the community. Services provided with funding from state and federal sources have a broad-ranging impact in improving the health of and caring for individuals in Sonoma County.

Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses	0	85,981,010	0
Additional Appropriation Requested			
Total Expenditures	0	85,981,010	0
Funding Sources			
General Fund/WA GF			
State/Federal	0	85,981,010	0
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	0	85,981,010	0
Narrative Explanation of Fiscal Impacts:			
The Department's FY 17-18 proposed budget includes approximately \$86 million in revenue received directly from state and federal agencies.			
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, Attachment 2 - Estimated FY 17-18 State and Federal Allocations			
Related Items "On File" with the Clerk of the Board:			
None			



County of Sonoma

State of California

Date: June 20, 2017

Item Number: _____
Resolution Number: _____

4/5 Vote Required

Resolution of the Board of Supervisors of the County of Sonoma, State of California, Authorizing the Director of Health Services, or Designee, to Accept Funding Allocations for the County of Sonoma and Execute Revenue Agreements, Amendments, and Related Documents Received in FY 17-18 as Necessary to Receive Revenue from State and Federal Agencies.

Whereas, the County of Sonoma Department of Health Services is eligible to receive certain state and federal funding for projects and services through various state and federal agencies;

Whereas, standard agreements, amendments, and other related documents must be executed to accept allocations and permit receipt of such funds;

Whereas, the Board of Supervisors approves the annual budget which includes anticipated funding each fiscal year;

Whereas, approximately \$86 million in funding allocations from state and federal sources are anticipated to be received in FY 17-18;

Whereas, the Department requests authority to accept funding allocations and to execute state and federal revenue agreements, amendments, and related documents received in FY 17-18; and

Whereas, the Department believes it is practical and an efficient use of County resources to establish an exemption from County purchasing procedures delegating signature authority to the Director of Health Services, or designee, to accept allocations from state and federal agencies and execute revenue agreements, amendments, and related documents.

Now, Therefore, Be It Resolved that the Board of Supervisors of the County of Sonoma hereby delegates authority to the Director of Health Services, or designee, to accept funding allocations for the County of Sonoma and execute revenue agreements, amendments, and related documents received in FY 17-18 as necessary to receive revenue from state and federal agencies.

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

Estimated FY 17-18 State and Federal Allocations (Attachment 2)	
State Allocations/Agreements	Amount
Human Immunodeficiency Virus (HIV) Alternative Testing Sites	\$ 188,194
California Children's Services	\$ 3,215,421
Child Health and Disability Prevention	\$ 266,259
Proposition 10 Tobacco Tax	\$ 2,888,062
First 5 IMPACT Hub(Improve and Maximize Programs so All Children Thrive)	\$ 383,675
First 5 IMPACT (Improve and Maximize Programs so All Children Thrive)	\$ 345,901
California State Preschool Program Quality Rating and Improvement System	\$ 37,172
County Medical Services Program (CMSP)	\$ 125,000
Acquired Immune Deficiency Syndrome (AIDS) Surveillance	\$ 78,775
Solid Waste Enforcement Assistance	\$ 24,982
Pandemic Influenza	\$ 76,362
State Water Resource Board	\$ 11,500
Department of Education Food Program	\$ 24,313
Beach Monitoring	\$ 60,000
Local Oversight Program	\$ 454,357
Waste Tire Enforcement	\$ 94,937
Mental Health Services Act	\$ 21,223,910
Mental Health Services Oversight & Accountability Commission Triage	\$ 1,320,388
Drug MediCal Organized Delivery System	\$ 2,354,897
MediCal Outreach Program AB82	\$ 45,823
Dental Transformation Initiative	\$ 914,645
Childhood Lead Poisoning Prevention	\$ 145,570
California Tobacco Control Program	\$ 820,943
Core Sexually Transmitted Disease	\$ 42,642
Chlamydia Screening Project	\$ 12,605
Tuberculosis Control	\$ 20,845
State Subtotal =>	\$ 35,177,178
Federal Allocations/Agreements	Amount
California Children's Services	\$ 2,542,019
Targeted Case Management/MediCal Administrative Activities	\$ 1,044,814
Hospital Preparedness Program	\$ 229,131
Supplemental Nutrition Assistance Education	\$ 781,456
Public Health Emergency Preparedness	\$ 630,020
Child Health and Disability Prevention	\$ 774,342
Immunization Assistance Program	\$ 190,344
Maternal Child and Adolescent Health Program	\$ 666,927
California Home Visiting Program	\$ 375,000
Substance Abuse Prevention and Treatment Block	\$ 2,671,043
Substance Abuse and Mental Health Services Administration	\$ 396,500
MediCal	\$ 27,310,312
Drug MediCal	\$ 2,177,555
Tuberculosis Control	\$ 28,454
Women, Infants, Children Nutrition Program	\$ 2,311,144
Medicare	\$ 80,000
Safe Routes To School - One Bay Area Grant	\$ 83,986
Safe Routes To School - Active Transportation Program	\$ 357,151
Intergovernmental Transfer	\$ 8,151,134
Food & Drug Administration	\$ 2,500
Federal Total =>	\$ 50,803,832
Total State & Federally Funded Programs =>	\$ 85,981,010



County of Sonoma Agenda Item Summary Report

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

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

To: Sonoma County Board of Supervisors
Sonoma County Water Agency Board of Directors
Sonoma County Agricultural Preservation and Open Space
District, Board of Directors
Community Development Commission

Board Agenda Date: June 20, 2017

Vote Requirement: Majority

Department or Agency Name(s): Human Resources

Staff Name and Phone Number:

Heidi Fowers, (707) 565-2940

Supervisorial District(s):

All

Title: Alvarez Associates LLC – First Amendment to Workplace Security Consultation Agreement

Recommended Actions:

Authorize the Director of Human Resources to execute a First Amendment to the Agreement with Alvarez Associates LLC for workplace security consultation services, amending the payment maximum from \$100,000 per contract year to the not-to-exceed agreement amount of \$300,000 for the three year term of the agreement, with no change to the agreement amount or term ending June 30, 2019.

Executive Summary:

Alvarez Associates LLC has provided workplace security services to the County since September 1, 2016. Following a Request for Proposal process conducted in 2016, Alvarez Associates LLC was selected together with two other consulting companies to provide workplace security consultation including physical security assessments, workplace security training, and assistance to County departments with the development of strategies and program direction. The initial three year agreement has a \$100,000 per contract year maximum. Due to the amount of service requests from County departments to utilize the services of Alvarez Associates, the request is to amend the agreement removing the up to \$100,000 per contract year language, which does not increase the total contract amount of \$300,000 during the three year term. The amendment provides for continuation of services to meet current service requests, and allows flexibility in responding to emerging needs for the duration of the contract term.

Discussion:

Human Resources, Risk Services Division is responsible for providing occupational safety and health consultation services to County departments in support of Emergency Action Planning, as required by the County Safety Management Policy and California Division of Occupational Safety and Health (Cal-OSHA). A Request for Proposal process for workplace security consulting services was conducted in 2016 and out

of seven proposals received, and the County entered into agreements with Alvarez Associates LLC, E.S.B. Management, and Work Trauma Services, Inc. Alvarez Associates, LLC provides workplace security program consultation including physical security assessment, workplace security training, and assistance to County departments with the development of strategies and program direction. The initial agreement with Alvarez Associates LLC is for the term September 1, 2016 through June 30, 2019, with a three year maximum of \$300,000 payable at \$100,000 per contract year. The annual contract maximum of the initial agreement was within the Purchasing Agents authority of \$100,000. The requested amendment requires Board authority as the annual contract maximum is expected to exceed \$100,000.

To date, Alvarez Associates LLC has conducted physical security assessments for Human Services and Sheriff's Departments, and completed a comprehensive assessment of the County Administration Center providing recommendations for facilities, program and process improvements. A cross-departmental working group has convened to implement the recommendations made by Alvarez Associates. As a result, significant security improvements have been made, such as removal of overgrown vegetation, secured building access and developed processes for addressing unauthorized camping and disposal of residual trash. In addition, the General Services Department has included services of an on-site security company within its FY 17-18 budget. Since January 2017, Alvarez Associates has provided county-wide and department specific workplace violence prevention trainings to approximately 600 employees and confrontation management training to approximately 1,200 employees to date. Additional trainings are scheduled throughout the next 4 months.

Due to the positive response to the trainings and consultations provided by Alvarez Associates, departments have expressed great interest in additional trainings as well as additional facility consultations. The services provided during the first 9 months of the agreement result in the need to increase the annual contract amount to accommodate the service requests. We anticipate continued interest during the second year of the agreement and hope to have most work completed within the first two years, whereby fewer service requests are anticipated in year three.

Prior Board Actions:

None

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

Services provided through this program maintains the safety and security of County operations and services provided to the public, which is our primary focus.

Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses	\$130,000	\$100,000	\$70,000
Additional Appropriation Requested			
Total Expenditures	\$130,000	\$100,000	\$70,000
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other	\$130,000	\$100,000	\$70,000
Use of Fund Balance			
Contingencies			
Total Sources	\$130,000	\$100,000	\$70,000
Narrative Explanation of Fiscal Impacts:			
<p>These services focus on occupational safety and wellness and are budgeted through the Self-Insured Workers' Compensation Program, with no impact to current rates. There are adequate appropriations in the current FY 2016-17 budget and the FY 2017-18 recommended budget. – Department budget # 23021500.</p>			
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 - First Amendment of Agreement with Alvarez Associates			
Related Items "On File" with the Clerk of the Board:			
Initial Agreement with Alvarez Associates			

**FIRST AMENDMENT TO
AGREEMENT FOR PROFESSIONAL SERVICES**

This First Amendment (the "Amendment"), made June 20, 2017, is by and between the County of Sonoma, a political subdivision of the State of California ("County"), and **Alvarez Associates, LLC**, a California Limited Liability Company ("Consultant"). All capitalized terms used herein shall, unless otherwise defined, have the meaning ascribed to those terms in the existing agreement.

RECITALS

WHEREAS, Consultant represents that it is duly qualified and experienced in the preparation of workplace and field security training, security program and threat assessment consultation and training, and related services; and

WHEREAS, County and Consultant executed an initial agreement for workplace and field security trainings and consultations, for the term September 1, 2016 through June 30, 2019; and

WHEREAS, to facilitate the service requests and assignments from County departments for services of Consultant, County desires to amend the Agreement to modify the payment maximum from \$100,000 per contract year to \$300,000 for the term of the Agreement.

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

AGREEMENT

1. Section 2. Payment is amended to reflect total payments to Consultant shall not exceed **\$300,000 for the term of the agreement**. All other provisions of this section and the initial agreement remain in force.

2. Except to the extent the Agreement is specifically amended or supplemented hereby, the Agreement and previous amendments, together with exhibits are, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall, or shall be construed to modify, invalidate or otherwise affect any provision of the Agreement, as amended, or any right of County arising thereunder.

3. This Amendment shall be governed by and construed under the internal laws of the State of California, and any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Sonoma.

COUNTY AND CONSULTANT HAVE CAREFULLY READ AND REVIEWED THIS AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO.

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

DATED: _____

ALVAREZ ASSOCIATES, LLC

By: _____

Name: _____

Title: _____

DATED: _____

COUNTY OF SONOMA

By: _____

Christina Cramer
Director of Human Resources

**APPROVED AS TO FORM BY
COUNTY COUNSEL**

DATED: _____

By: _____

County Counsel

**CERTIFICATES OF INSURANCE ON
FILE WITH AND APPROVED AS TO
SUBSTANCE BY DEPARTMENT:**

DATED: _____

By: _____

Christina Cramer
Director of Human Resources



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors of Sonoma County

Board Agenda Date: June 20, 2017

Vote Requirement: Majority

Department or Agency Name(s): Sheriff's Office

Staff Name and Phone Number:

Lynnae Mann – 565-2872

Supervisorial District(s):

5th District

Title: Agreement for Supplemental Law Enforcement Services with Bohemian Grove

Recommended Actions:

Authorize the Sheriff to execute the Supplemental Law Enforcement Services Agreement with Bohemian Grove for its 2017 Encampment event from July 12, 2017 through July 30, 2017 for revenue in the amount of \$144,183 to ensure the safety of Sonoma County citizens and visitors of the Russian River vicinity.

Executive Summary:

The Sheriff's Office requests that the Board authorize the Sheriff to execute the Supplemental Law Enforcement Services agreement with Bohemian Grove to provide security services at the Encampment event and receive reimbursement for direct and indirect costs estimated at \$144,183.

Discussion:

Background. Government Code Section 53069.8 allows the Board of Supervisors to contract on behalf of the Sheriff to provide supplemental law enforcement services to private entities. Resolution 93-1720 authorizes the Sheriff to execute any contract for supplemental law enforcement services on behalf of the County that does not exceed \$25,000. Any contract over the \$25,000 threshold continues to require the Board of Supervisors authorization. Additionally, the Board annually adopts an ordinance establishing fees for security services.

For many years, the Sheriff's Office has provided supplemental law enforcement services to Bohemian Grove when requested. Services are provided on numerous occasions for various events held at the Bohemian Grove each year. The majority of these events have a total cost of less than \$25,000 requiring only the Sheriff's approval. The Bohemian Grove's largest event, Encampment, has required Board approval for services for the past 12 years.

Request. The Bohemian Grove has requested that the Sheriff's Office provide supplemental law enforcement services for their Encampment event to be held from July 12, 2017 through July 30, 2017.

The cost of these services is estimated at \$144,183. The proposed Agreement provides for direct reimbursement of staff hours dedicated to providing security for the event, as well as vehicle costs (including fuel and mileage). The services to be provided will in no way interfere with regular law enforcement services provided by the Sheriff's Office. The costs and corresponding revenue reimbursement are included in the Sheriff's Office FY 17-18 recommended budget.

Prior Board Actions:

May 9, 2017: Board approved annual Sheriff's Office fee ordinance, which sets the fee for security services provided by the Sheriff's Office.
 Board has approved annual security Bohemian Grove Encampment agreements since 2004.

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

The Agreement for Supplemental Security Services with Bohemian Grove will allow for supplemental law enforcement services to be provided for a large event. These services will help to ensure the safety of the event attendees and the surrounding community.

Fiscal Summary

Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses		144,183	
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other		144,183	
Use of Fund Balance			
Contingencies			
Total Sources		144,183	

Narrative Explanation of Fiscal Impacts:

The Agreement has no fiscal impact for FY 16-17. An estimate of \$144,183 of Encampment security services expenditures and revenue are included in the Sheriff's Office FY 17-18 recommended budget. The Bohemian Grove will be invoiced for the actual costs associated with the service provision at the conclusion of the event.

Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Agreement for supplemental law enforcement services with Bohemian Grove for its Encampment event from July 12, 2017 through July 30, 2017.			
Related Items "On File" with the Clerk of the Board:			

Agreement for Supplemental Law Enforcement Services

This Agreement for Supplemental Law Enforcement Services is entered into by and between the County of Sonoma, a political subdivision of the State of California (hereinafter called "County"), and Bohemian Grove, a non-profit organization authorized to operate in the State of California (hereinafter called "Service Recipient").

WHEREAS, Government Code section 53069.8 authorizes County, through the Sonoma County Sheriff's Office, to provide supplemental law enforcement services to private individuals or entities to preserve the peace at special events or occurrences that happen on an occasional basis; and

WHEREAS, Service Recipient has requested supplemental law enforcement services to be provided at the Encampment event from Wednesday, July 12, 2017 through Sunday, July 30, 2017, as described herein, and such services are considered to be beyond the normal and regular law enforcement services that County would otherwise have provided to Service Recipient but for this Agreement.

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

1. SUPPLEMENTAL LAW ENFORCEMENT SERVICES

County agrees to provide law enforcement services in the manner set forth herein. Such services shall be rendered by regularly-appointed peace officers who are employed by the County Sheriff's Office and shall encompass duties and functions of the type falling under the jurisdiction of and customarily rendered by the Sheriff under State statutes and local ordinances. Services may include traffic control and enforcement at the event location to the extent specified in this Agreement or as determined necessary by Sheriff's Office employees performing services.

Exhibit A, which is incorporated into this Agreement by this reference, sets forth the specific level of services to be provided, as well as the date(s) and time(s) that services are scheduled. The specified hours of services include travel time to and from the event location.

Supplemental security services can only be provided based on the availability of qualified personnel. In addition, the requirements of the Sheriff, whether normal or extraordinary, shall be deemed paramount to this contract. In the event of an unanticipated emergency that in the Sheriff's sound discretion requires the use of any employees, vehicles, and/or equipment contemplated by this Agreement, the Sheriff may withdraw personnel, vehicles, and/or equipment without consent of Service Recipient and with no liability therefore.

2. **EVENT LOCATION**

Sheriff's deputies will initially report to work at the Sonoma County Sheriff's Office substation in Guerneville and shall then drive to the specified event at 20601 Bohemian Avenue in Monte Rio, California.

3. **SUPERVISION**

The responsibility for assignment of personnel, supervision of law enforcement services, establishing standards of performance, determining and effecting discipline, determining equipment required, and other matters relating to the performance of services and control of personnel under this Agreement, shall remain with County. County is also bound to abide by bargaining agreements covering County employees performing services hereunder.

In recognition of the Sheriff's professional expertise in the area of law enforcement, it is agreed that in the event of a dispute between the parties as to the manner of performance of required services, the determination by the Sheriff, or his on-site representative, shall be final and conclusive.

4. **JOB ACTIONS BY COUNTY EMPLOYEES**

In the event of a work slow-down, strike, "blue flu," or any other form of job action by County employees assigned to perform duties specified under this Agreement, County may provide a reduced level of service and Service Recipient will be responsible for payment for only those services actually provided.

5. **COMPENSATION FOR SERVICES**

The total cost of providing the level of services required under this Agreement shall be based on the rates set forth in Exhibit B. These rates are established by the Board of Supervisors for special security services and include allowable direct and indirect costs estimated to be incurred by County for provision of the requested services. County estimates that the cost to Service Recipient of providing the level of services set forth in Exhibit B is \$144,182.73, including mileage costs. The actual and final amount Service Recipient is required to pay County for provision of services pursuant to this Agreement shall be based on the actual services rendered and costs incurred, pursuant to the rates set forth in Exhibit B.

County shall provide an invoice for the costs Service Recipient incurs under this Agreement upon completion of the required security services. Service Recipient is required to pay the full cost of such invoice within 30 days after receipt.

6. BOOKING AND PROCESSING PRISONERS

Service Recipient will not be required to reimburse County for the cost of booking and processing individuals arrested and booked into the Sonoma County Jail by personnel performing services hereunder.

7. SERVICES AND MATERIALS TO BE PROVIDED BY SERVICE RECIPIENT

None.

8. TERM OF AGREEMENT

This Agreement shall be effective immediately upon execution by both parties and shall terminate upon performance of all obligations hereunder, unless terminated earlier in accordance with Article 10.

9. AUTHORIZATION FOR ENFORCEMENT OF TRESPASS LAWS

Service Recipient authorizes the County to act as follows during the period from Wednesday, July 12, 2017 from 7:00 AM through Sunday, July 30, 2017 at 1:00 PM:

- (a) Sonoma County Deputy Sheriffs are authorized to act as agents for Service Recipient when enforcing Service Recipient's rules and policies, and when enforcing California Penal Code Section 602 (which makes it a misdemeanor to enter upon certain types of lands and then refusing or failing to leave the lands immediately upon being requested by the owner or the owner's agent); and
- (b) Sonoma County Deputy Sheriffs shall act at the request of Service Recipient in enforcing Penal Code Section 602.1(a), which provides in part that any person who intentionally interferes with any lawful business or its customers, and who refuses to leave the premises after being requested by a peace officer acting at the request of the owner, is guilty of a misdemeanor.

10. TERMINATION

Either party may terminate this Agreement by giving seven (7) days written notice to the other party. Service Recipient shall pay County for all costs of services rendered through and until the final date of termination.

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

All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notice, bills and payments sent by mail shall be addressed as follows:

COUNTY: Lynnae Mann, Department Analyst
Sonoma County Sheriff's Office
2796 Ventura Avenue
Santa Rosa, CA 95403
Tel: (707) 565-2872
Fax: (707) 565-6018
Email: Lynnae.Mann@sonoma-county.org

SERVICE RECIPIENT: Jim Daniel, Grove Keeper
Bohemian Grove
P.O. Box 128
Monte Rio, CA 95462
Tel: (707) 865-2311
E-mail: jdaniel@bc-owl.org

12. INDEMNIFICATION

- (a) Service Recipient agrees to accept all responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release County, 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 Service Recipient, arising out of or in connection with the performance of this Agreement, whether or not there is concurrent negligence on the part of the County, but excluding liability due to the sole active negligence or sole willful misconduct of the County. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Service Recipient or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- (b) Service Recipient shall be liable to County for any loss of or damage to County property arising from or in connection with Service Recipient's performance hereunder.

13. INSURANCE

- (a) Insurance Required. With respect to performance of services provided by County under this Agreement, Service Recipient shall be required to maintain insurance as described below:
 - (1) Commercial general liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence. Said commercial general liability insurance policy shall either be endorsed with the following specific language or contain equivalent language in the policy.

- (i) The County of Sonoma, including its officers and employees, is named as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.
 - (ii) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.
 - (iii) The insurance provided herein is primary coverage to the County of Sonoma with respect to any insurance or self-insurance programs maintained by the County.
 - (iv) This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the County of Sonoma, Risk Management Division.
- (b) Insurance Documentation Required. The following insurance documentation shall be submitted to the County of Sonoma, Sheriff's Office:
- (1) Properly executed Certificates of Insurance clearly evidencing all coverages, limits, and endorsements required above. Said Certificates shall be submitted prior to the execution of this Agreement.
 - (2) Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this Agreement.
 - (3) Upon County's written request, certified copies of insurance policies must be provided. Said policy copies shall be submitted within thirty (30) days of the County's request.
- (c) Policy Obligations. Service Recipient's indemnity and other obligations shall not be limited by the foregoing insurance requirements.
- (d) Material Breach. If Service Recipient, for any reason, fails to maintain insurance coverage that is required pursuant to this Agreement, the same shall be deemed a material breach of contract. County, at its sole option, may terminate this Agreement and obtain damages from the Service Recipient resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Service Recipient, County may deduct from sums due to Service Recipient any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to the County.

14. ADDITIONAL DOCUMENTS AND AGREEMENTS

The parties agree to cooperate in the execution of any additional documents or agreements that may be required to carry out the terms of this Agreement.

15. ASSIGNMENT/DELEGATION

Neither party hereto shall assign, sublet, or transfer any interest in this Agreement or any duty hereunder without the written consent of the other party. No assignment or delegation shall be of any force or effect unless and until the necessary written consent has been provided.

16. NONDISCRIMINATION

Service Recipient shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, handicap, or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by this reference.

Service Recipient has reviewed Sonoma County Ordinance No. 4291 prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection. Service Recipient agrees to comply with the provisions of that Ordinance during the term of this Agreement and any extensions of the term.

17. 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.

18. NO WAIVER OF BREACH

The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.

19. MERGER

This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

20. CONSTRUCTION OF AGREEMENT AND VENUE

This Agreement shall be construed and enforced pursuant to the laws of the State of California. Venue of any action or proceeding regarding this Agreement or performance thereof shall be proper only in the County of Sonoma, State of California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated.

BY SIGNING BELOW, THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND PROVISIONS OF THIS AGREEMENT AND AGREE THERETO.

BOHEMIAN GROVE

COUNTY OF SONOMA

By: _____
Jim Daniel, Facility Manager and
Authorized Agent of Bohemian Grove

By: _____
Sheriff-Coroner

Date: _____

Date: _____

APPROVED AS TO FORM FOR COUNTY:

By: _____
Deputy County Counsel

Date: _____

CERTIFICATES OF INSURANCE ON
FILE WITH SHERIFF'S OFFICE:

By: _____
Department Analyst

Date: _____

EXHIBIT A

Scope of Work

During the term of this Agreement, County shall provide Supplemental Law Enforcement Services as follows:

EVENT DATES & TIMES

Employee Orientation on Monday, July 10, 2017, 5:00 PM to 8:00 PM.

Event beginning Wednesday, July 12, 2017 7:00 AM through 1:00 PM on Sunday, July 30, 2017.

EVENT LOCATION

Bohemian Grove
20601 Bohemian Ave.
Monte Rio, CA 95462

SERVICE

- (a) County will provide one Community Services Officer and one Sheriff's Deputy to attend the employee orientation on July 10, 2017, during the hours of 5:00 PM to 8:00 PM.
- (b) County will provide two Sheriff's Deputies on patrol within the Encampment event perimeter 24 hours per day for the duration of the event.
- (c) On July 14, 2017, County will provide an additional two Sheriff's Deputies on patrol within the Encampment event perimeter during the hours of 4:00 PM to 12:00 AM.
- (d) County will provide one Sheriff's Deputy, who will be stationed at the Bohemian Grove front gate 24 hours per day for the duration of the event, and one patrol car.

Exhibit B

2017 Encampment Cost Estimate

Bohemian Grove

P.O. Box 128

Monte Rio, California 95462

Attn: Jim Daniel

Personnel

	<u>Sergeant</u>	<u>Deputy</u>	<u>CSO</u>	<u>Personnel</u>	
Total hours by rank	-	1,336	3.00	Total Hours	1,339.00
Rate by rank	\$ 129.19	\$ 101.62	49.07		
Total cost by rank	\$ -	\$ 135,764.32	147.21	Total Personnel Costs	135,911.53

Vehicles

Total # Vehicles	94		
Cost Per Day	\$ 65.12		
Vehicle Sub-total	\$ 6,121.28		
Mileage Round Trip	10 Sub/45 Main	560	From Sub
Total miles driven	2,270	1710	From Main
Cost/mile	\$ 0.67	2270	Total Miles driven
Mileage Sub-Total	\$ 1,520.90		
Fuel Rate/Gal	\$3.63		
Fuel Efficiency	13.1 miles/gal		
Total gallons	173.28		
Fuel Sub-total	\$ 629.02		
Total Vehicle Costs	\$ 8,271.20		
Total Cost Estimate	\$ 144,182.73		

Exhibit B

<u>Day</u>	<u>Date/Location</u>	<u>Shift</u>	<u>Name</u>	<u>Start</u>	<u>End</u>	<u>Hours</u>	<u>Vehicle</u>	<u>Sgt</u>	<u>Dep</u>	<u>CSO</u>	<u>Shifts</u>
Monday	7/10/2017	Orientation	CSO	17:00	20:00	3.00				1	1
		Orientation	Deputy	17:00	20:00	3.00	1		1		1
Wednesday	7/12/2017										
	Gate	Day		7:00	15:00	8.00	1		1		1
	Gate	Swing		15:00	23:00	8.00	1		1		1
	Gate	Grave		23:00	7:00	8.00	1		1		1
	Firehouse	Day #1		7:00	19:00	12.00	1		1		1
	Firehouse	Day #2		7:00	19:00	12.00			1		1
	Firehouse	Grave#1		19:00	7:00	12.00	1		1		1
	Firehouse	Grave#2		19:00	7:00	12.00			1		1
Thursday	7/13/2017										
	Gate	Day		7:00	15:00	8.00	1		1		1
	Gate	Swing		15:00	23:00	8.00	1		1		1
	Gate	Grave		23:00	7:00	8.00	1		1		1
	Firehouse	Day #1		7:00	19:00	12.00	1		1		1
	Firehouse	Day #2		7:00	19:00	12.00			1		1
	Firehouse	Grave#1		19:00	7:00	12.00	1		1		1
	Firehouse	Grave#2		19:00	7:00	12.00			1		1
Friday	7/14/2017										
	Gate	Day		7:00	15:00	8.00	1		1		1
	Gate	Swing		15:00	23:00	8.00	1		1		1
	Gate	Grave		23:00	7:00	8.00	1		1		1
	Firehouse	Day #1		7:00	19:00	12.00	1		1		1
	Firehouse	Day #2		7:00	19:00	12.00			1		1
	Firehouse	Grave#1		19:00	7:00	12.00	1		1		1
	Firehouse	Grave#2		19:00	7:00	12.00			1		1
	Firehouse	Grave#3		16:00	0:00	8.00	1		1		1
	Firehouse	Grave#4		16:00	0:00	8.00			1		1
Saturday	7/15/2017										
	Gate	Day		7:00	15:00	8.00	1		1		1
	Gate	Swing		15:00	23:00	8.00	1		1		1

Exhibit B

<u>Day</u>	<u>Date/Location</u>	<u>Shift</u>	<u>Name</u>	<u>Start</u>	<u>End</u>	<u>Hours</u>	<u>Vehicle</u>	<u>Sgt</u>	<u>Dep</u>	<u>CSO</u>	<u>Shifts</u>
	Gate	Grave		23:00	7:00	8.00	1		1		1
	Firehouse	Day #1		7:00	19:00	12.00	1		1		1
	Firehouse	Day #2		7:00	19:00	12.00			1		1
	Firehouse	Grave#1		19:00	7:00	12.00	1		1		1
	Firehouse	Grave#2		19:00	7:00	12.00			1		1
Sunday	7/16/2017										
	Gate	Day		7:00	15:00	8.00	1		1		1
	Gate	Swing		15:00	23:00	8.00	1		1		1
	Gate	Grave		23:00	7:00	8.00	1		1		1
	Firehouse	Day #1		7:00	19:00	12.00	1		1		1
	Firehouse	Day #2		7:00	19:00	12.00			1		1
	Firehouse	Grave#1		19:00	7:00	12.00	1		1		1
	Firehouse	Grave#2		19:00	7:00	12.00			1		1
Monday	7/17/2017										
	Gate	Day		7:00	15:00	8.00	1		1		1
	Gate	Swing		15:00	23:00	8.00	1		1		1
	Gate	Grave		23:00	7:00	8.00	1		1		1
	Firehouse	Day #1		7:00	19:00	12.00	1		1		1
	Firehouse	Day #2		7:00	19:00	12.00			1		1
	Firehouse	Grave#1		19:00	7:00	12.00	1		1		1
	Firehouse	Grave#2		19:00	7:00	12.00			1		1
Tuesday	7/18/2017										
	Gate	Day		7:00	15:00	8.00	1		1		1
	Gate	Swing		15:00	23:00	8.00	1		1		1
	Gate	Grave		23:00	7:00	8.00	1		1		1
	Firehouse	Day #1		7:00	19:00	12.00	1		1		1
	Firehouse	Day #2		7:00	19:00	12.00			1		1
	Firehouse	Grave#1		19:00	7:00	12.00	1		1		1
	Firehouse	Grave#2		19:00	7:00	12.00			1		1
Wednesday	7/19/2017										
	Gate	Day		7:00	15:00	8.00	1		1		1
	Gate	Swing		15:00	23:00	8.00	1		1		1
	Gate	Grave		23:00	7:00	8.00	1		1		1

Exhibit B

<u>Day</u>	<u>Date/Location</u>	<u>Shift</u>	<u>Name</u>	<u>Start</u>	<u>End</u>	<u>Hours</u>	<u>Vehicle</u>	<u>Sgt</u>	<u>Dep</u>	<u>CSO</u>	<u>Shifts</u>
	Firehouse	Day #1		7:00	19:00	12.00	1		1		1
	Firehouse	Day #2		7:00	19:00	12.00			1		1
	Firehouse	Day #2		19:00	7:00	12.00	1		1		1
	Firehouse	Grave#2		19:00	7:00	12.00			1		1
Thursday	7/20/2017										
	Gate	Day		7:00	15:00	8.00	1		1		1
	Gate	Swing		15:00	23:00	8.00	1		1		1
	Gate	Grave		23:00	7:00	8.00	1		1		1
	Firehouse	Day #1		7:00	19:00	12.00	1		1		1
	Firehouse	Day #2		7:00	19:00	12.00			1		1
	Firehouse	Day #2		19:00	7:00	12.00	1		1		1
	Firehouse	Grave#2		19:00	7:00	12.00			1		1
Friday	7/21/2017										
	Gate	Day		7:00	15:00	8.00	1		1		1
	Gate	Swing		15:00	23:00	8.00	1		1		1
	Gate	Grave		23:00	7:00	8.00	1		1		1
	Firehouse	Day #1		7:00	19:00	12.00	1		1		1
	Firehouse	Day #2		7:00	19:00	12.00			1		1
	Firehouse	Day #2		19:00	7:00	12.00	1		1		1
	Firehouse	Grave#2		19:00	7:00	12.00			1		1
Saturday	7/22/2017										
	Gate	Day		7:00	15:00	8.00	1		1		1
	Gate	Swing		15:00	23:00	8.00	1		1		1
	Gate	Grave		23:00	7:00	8.00	1		1		1
	Firehouse	Day #1		7:00	19:00	12.00	1		1		1
	Firehouse	Day #2		7:00	19:00	12.00			1		1
	Firehouse	Grave#1		19:00	7:00	12.00	1		1		1
	Firehouse	Grave#2		19:00	7:00	12.00			1		1
Sunday	7/23/2017										
	Gate	Day		7:00	15:00	8.00	1		1		1
	Gate	Swing		15:00	23:00	8.00	1		1		1
	Gate	Grave		23:00	7:00	8.00	1		1		1
	Firehouse	Day #1		7:00	19:00	12.00	1		1		1

Exhibit B

<u>Day</u>	<u>Date/Location</u>	<u>Shift</u>	<u>Name</u>	<u>Start</u>	<u>End</u>	<u>Hours</u>	<u>Vehicle</u>	<u>Sgt</u>	<u>Dep</u>	<u>CSO</u>	<u>Shifts</u>
	Firehouse	Day #2		7:00	19:00	12.00			1		1
	Firehouse	Grave#1		19:00	7:00	12.00	1		1		1
	Firehouse	Grave#2		19:00	7:00	12.00			1		1
Monday	7/24/2017										
	Gate	Day		7:00	15:00	8.00	1		1		1
	Gate	Swing		15:00	23:00	8.00	1		1		1
	Gate	Grave		23:00	7:00	8.00	1		1		1
	Firehouse	Day #1		7:00	19:00	12.00	1		1		1
	Firehouse	Day #2		7:00	19:00	12.00			1		1
	Firehouse	Grave#1		19:00	7:00	12.00	1		1		1
	Firehouse	Grave#2		19:00	7:00	12.00			1		1
Tuesday	7/25/2017										
	Gate	Day		7:00	15:00	8.00	1		1		1
	Gate	Swing		15:00	23:00	8.00	1		1		1
	Gate	Grave		23:00	7:00	8.00	1		1		1
	Firehouse	Day #1		7:00	19:00	12.00	1		1		1
	Firehouse	Day #2		7:00	19:00	12.00			1		1
	Firehouse	Grave#1		19:00	7:00	12.00	1		1		1
	Firehouse	Grave#2		19:00	7:00	12.00			1		1
Wednesday	7/26/2017										
	Gate	Day		7:00	15:00	8.00	1		1		1
	Gate	Swing		15:00	23:00	8.00	1		1		1
	Gate	Grave		23:00	7:00	8.00	1		1		1
	Firehouse	Day #1		7:00	19:00	12.00	1		1		1
	Firehouse	Day #2		7:00	19:00	12.00			1		1
	Firehouse	Grave#1		19:00	7:00	12.00	1		1		1
	Firehouse	Grave#2		19:00	7:00	12.00			1		1
Thursday	7/27/2017										
	Gate	Day		7:00	15:00	8.00	1		1		1
	Gate	Swing		15:00	23:00	8.00	1		1		1
	Gate	Grave		23:00	7:00	8.00	1		1		1
	Firehouse	Day #1		7:00	19:00	12.00	1		1		1
	Firehouse	Day #2		7:00	19:00	12.00			1		1

Exhibit B

<u>Day</u>	<u>Date/Location</u>	<u>Shift</u>	<u>Name</u>	<u>Start</u>	<u>End</u>	<u>Hours</u>	<u>Vehicle</u>	<u>Sgt</u>	<u>Dep</u>	<u>CSO</u>	<u>Shifts</u>
	Firehouse	Grave#1		19:00	7:00	12.00	1		1		1
	Firehouse	Grave#2		19:00	7:00	12.00			1		1
Friday	7/28/2017										
	Gate	Day		7:00	15:00	8.00	1		1		1
	Gate	Swing		15:00	23:00	8.00	1		1		1
	Gate	Grave		23:00	7:00	8.00	1		1		1
	Firehouse	Day #1		7:00	19:00	12.00	1		1		1
	Firehouse	Day #2		7:00	19:00	12.00			1		1
	Firehouse	Grave#1		19:00	7:00	12.00	1		1		1
	Firehouse	Grave#2		19:00	7:00	12.00			1		1
Saturday	7/29/2017										
	Gate	Day		7:00	15:00	8.00	1		1		1
	Gate	Swing		15:00	23:00	8.00	1		1		1
	Gate	Grave		23:00	7:00	8.00	1		1		1
	Firehouse	Day #1		7:00	19:00	12.00	1		1		1
	Firehouse	Day #2		7:00	19:00	12.00			1		1
	Firehouse	Grave#1		19:00	7:00	12.00	1		1		1
	Firehouse	Grave#2		19:00	7:00	12.00			1		1
Sunday	7/30/2017										
	Gate	Day		7:00	13:00	6.00	1		1		1
	Firehouse	Day #1		7:00	13:00	6.00	1		1		1
	Firehouse	Day #2		7:00	13:00	6.00			1		1
						1,336	94	-	132	1	133



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: June 20, 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):

Fifth

Title: State Match Program Agreement

Recommended Actions:

Adopt a resolution authorizing the Chair to execute State Match Program Agreement X17-5920(155) for advancement of up to \$100,000 in Streets and Highways Code Section 182.9 State Highway Account funds to be used as match for federally funded Wohler Road Bridge over Russian River project for the 2017-18 fiscal year.

Executive Summary:

The State Match program assists the County with funding the local match that is a requirement of many federal grants, particularly the county's Bridge Retrofit and Replacement Program. Section 182.9 of the Streets and Highways Code, as redefined by SB 1435, addresses the topic of State Match funds. The California Transportation Commission must allocate to each county an amount equal to 50 percent of the funds allocated to the county pursuant to Section 182.6(d)(2) with a maximum limit of \$100,000 per county per fiscal year. State match funds are used to match Federal funds allocated pursuant to section 182.6(d)(2) of the Streets and Highways Code.

Discussion:

On December 4, 2015, President Obama signed into law the Fixing America's Surface Transportation Act, or "FAST Act." It is the first law enacted in over ten years that provides long-term funding certainty for surface transportation, meaning States and local governments can move forward with critical transportation projects, like new highways and transit lines, with the confidence that they will have a Federal partner over the long term. The "FAST Act" replaced the Moving Ahead for Progress in the 21st Century Act (MAP-21). This federal transportation funding provides critical infrastructure dollars, but most often times requires a local (non-federal) match component.

At this time, the State has presented the County with Agreement No. X17-5920(155), wherein the County agrees to use State Match Program funds for transportation purposes, agrees to establish a special account within the road fund, and agrees to allow the state to audit the funds. With this

agreement executed, the state will advance to the County a one-year apportionment of funds (\$100,000). The Department uses these funds as local match for federally funded projects or grants, largely bridging projects where other sources of local match may not be eligible as is the case with many bridge rehabilitation and replacement projects which do not increase traffic capacity and therefore are not eligible to use traffic mitigation funds as a matching source. These state matching funds are budgeted within the 2017-18 Fiscal Year Capital Improvements Budget currently planned as a match to federal funding for the seismic retrofit of Wohler Road Bridge over Russian River. This project will retrofit the existing historical but seismically deficient one-lane Wohler Road Bridge to meet current seismic design standards for existing bridges with construction expected to begin in summer of 2018.

Prior Board Actions:

06/21/2016: Board authorized Chair to execute 2015-16 State Match Agreement.

Strategic Plan Alignment Goal 3: Invest in the Future

Repairing and replacing bridges helps maintain the County’s vital infrastructure network.

Fiscal Summary

Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses		100,000	
Additional Appropriation Requested			
Total Expenditures		100,000	
Funding Sources			
General Fund/WA GF			
State/Federal		100,000	
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources		100,000	

Narrative Explanation of Fiscal Impacts:

Appropriations of \$100,000 are included in the FY 2017-18 Capital Improvements budget, currently earmarked for the Wohler Bridge over the Russian River.

Staffing Impacts			
Position Title (Payroll Classification)			
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Resolution; Agreement			
Related Items "On File" with the Clerk of the Board:			



County of Sonoma
State of California

Date: June 20, 2017

Item Number: _____
Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Authorizing The Chair Of The Board To Execute Local Agency/State Match Program
Agreement No. X17-5920(155) With The State Of California, Department Of Transportation
For Advancement Of Streets And Highways Codes Section 182.9 State Highway Account
Funds.**

Whereas, the State Department of Transportation has presented to the Sonoma County Board of Supervisors State Match Program Agreement No. X17-5920(155) to provide advancement of Streets and Highways Code section 182.9 State Highway Account funds for use in matching federal funds.

Now, Therefore, Be It Resolved, that the Board of Supervisors of the County of Sonoma does hereby authorize the Chair of the Board to execute State Match Program Agreement No. X17-5920(155) on behalf of the County of Sonoma.

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

STATE MATCH PROGRAM
CALIFORNIA DEPARTMENT OF TRANSPORTATION - COUNTY

04 SONOMA
District County

Agreement No. X17-5920(155)
AMS Adv ID:0417000449

THIS AGREEMENT is made on _____, by the COUNTY of SONOMA , a political subdivision of the State of California (COUNTY), and the State of California, acting by and through the Department of Transportation (STATE).

WHEREAS Section 182.9 of the Streets and Highways Code requires the allocation of State Matching funds from the State Highway Account to COUNTY:

NOW, THEREFORE, the parties agree as follows:

I. STATE MATCH PROGRAM - Section 182.9

A. As authorized by Section 182.9 of the Streets and Highways Code, STATE agrees to pay to COUNTY \$100,000.00 from the unobligated balance of COUNTY's State Matching funds for Fiscal Year 2016/2017.

B. COUNTY agrees that before COUNTY uses State Matching funds for any other lawful purpose, COUNTY shall use such funds to match federally funded transportation projects.

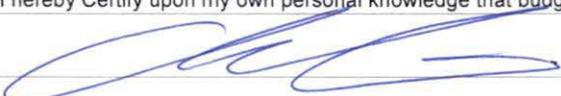
II. COMMON PROVISIONS

A. Subject to the availability of State funds by the State Budget Act, and upon receipt of COUNTY invoice by STATE, STATE agrees to pay to COUNTY an amount not to exceed \$100,000.00 that equals the State Match funds identified in Section I.A.

B. COUNTY agrees to use all State funds paid hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution.

C. COUNTY agrees to establish a special account within their County Road Fund for the purpose of depositing all payments received from STATE pursuant to this agreement.

For Caltrans Use Only

I hereby Certify upon my own personal knowledge that budgeted funds are available for this encumbrance		
	Accounting Officer	Date 4/20/17
		\$100,000.00

D. COST PRINCIPLES

1. The COUNTY agrees to comply with, and require all project sponsors to comply with, Office of Management and Budget Supercircular 2 CFR Part 200, Cost Principles for STATE and LOCAL government, Uniform Administrative Requirements for Grants and Cooperative Agreements to STATE and LOCAL governments.

2. COUNTY will assure that its fund recipients will be obligated to agree that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, part 31, et seq., shall be used to determine the allowability of individual project cost items and (b) Those parties shall comply with Federal Administrative Procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to STATE and LOCAL governments. Every sub-recipient receiving funds as a contractor or sub-contractor under this agreement shall comply with federal administrative procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to STATE and LOCAL governments.

3. Any fund expenditures for costs for which COUNTY has received payment or credit that are determined by subsequent audit to be unallowable under Office of Management and Budget Supercircular, 2 CFR Part 200, are subject to repayment by COUNTY to STATE. Should COUNTY fail to reimburse funds due STATE within 30 days or demand, or within such other period as may be agreed in writing between the parties hereto, STATE is authorized to intercept and withhold future payments due COUNTY from STATE of any third-party source, including, but not limited to, the State Treasurer, the State Controller and the CTC.

E. THIRD PARTY CONTRACTING

1) COUNTY shall not award a construction contract over \$10,000 or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code Sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed using funds without the prior written approval of STATE.

2) Any subcontract or agreement entered into by COUNTY as a result of disbursing funds received pursuant to this Agreement shall contain all of the fiscal provisions of this Agreement; and shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as project costs only after those costs are incurred and paid for by the subcontractors.

3) In addition to the above, the preaward requirements of third party contractor/consultants with COUNTY should be consistent with Local Program Procedures as published by STATE.

F. ACCOUNTING SYSTEM

COUNTY, its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate fund expenditures by line item. The accounting system of COUNTY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

G. RIGHT TO AUDIT

For the purpose of determining compliance with this Agreement and other matters connected with the performance of COUNTY'S contracts with third parties, COUNTY, COUNTY's contractors and subcontractors and STATE shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times for three years from the date of final payment of funds to COUNTY. STATE, the California State Auditor, or any duly authorized representative of STATE or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent for audits, examinations, excerpts, and transactions, and COUNTY shall furnish copies thereof if requested.

H. TRAVEL AND SUBSISTENCE

Payments to only COUNTY for travel and subsistence expenses of COUNTY forces and its subcontractors claimed for reimbursement or applied as local match credit shall not exceed rates authorized to be paid exempt non-represented State employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced are in excess of those authorized DPA rates, then COUNTY is responsible for the cost difference and any overpayments shall be reimbursed to STATE on demand.

STATE OF CALIFORNIA
Department Of Transportation

COUNTY OF SONOMA

Office of Project Implementation, North
Division of Local Assistance
Date:

Chair, Board of Supervisors
Date:

RECEIVED
APR 26 2017

HEADQUARTERS DIVISION OF
LOCAL ASSISTANCE



County of Sonoma
Agenda Item
Summary Report

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

Agenda Item Number: 22
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: June 20, 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: Appointment

Recommended Actions:

Appoint Lisa Mead to the Alcohol and Drug Problems Advisory Board for a three year term beginning on June 20th, 2017 and ending on June 20th, 2020. (Second District)

Executive Summary:

Discussion:

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:			
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 Transmittal Report

To: Board of Supervisors

As: Consent Regular

Board Agenda Date: June 20, 2017

Supervisorial District: Second District

Department or Agency Name(s): Board of Supervisors

Title:

Appointment

Recommended Action:

Appoint Lisa Mead to the Alcohol and Drug Problems Advisory Board for a three year term beginning on June 20th, 2017 and ending on June 20th, 2020. (Second District)

Lisa Mead
632 Laurel St.
Petaluma, CA 94952
H:707-779-9363

This Item Requires: (Check appropriate boxes)

Requests Gold Resolution Presented at Board Off-site presentation

Public Appearance Anticipated If yes, Lobby chairs needed? Yes No

For all Regular agenda items, or if one of the two boxes above are checked, you must complete item 1 and 2 under "Special Instructions".

Budgetary Adjustment Resolution

Position Allocation List Change(s)

If one of these two boxes are checked, please see appendix D for specific Action Language,

PowerPoint

If a PowerPoint presentation is planned, please see Section 6 of the instructions for printing requirements, and submit the PowerPoint as an attachment with your original submission.

Special Instructions to Clerk of the Board:

1. Presenters names and titles:

2. Anticipated length of item:

3. Publication Instructions:

4. Document Processing:

5. Other:

County Counsel approval:

Printed Name:

Signature:

Date:

Department Head approval: Printed Name:	Signature: Date:
Department Head approval-if Joint Item: Printed Name:	Signature: Date:
Department Head approval-if Joint Item: Printed Name:	Signature: Date:
Department Head approval-if Joint Item: Printed Name:	Signature: Date:



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 23
(This Section for use by Clerk of the Board Only.)

To: Board of Directors, Sonoma County Water Agency

Board Agenda Date: June 20, 2017

Vote Requirement: 4/5

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

Staff Name and Phone Number:

Brad Sherwood 707-547-1927

Supervisorial District(s):

Title: Association of California Water Agencies Region One Board of Directors Nomination for Brad Sherwood

Recommended Actions:

Approve a resolution supporting the participation of Mr. Brad Sherwood as Chair on the Region One Board of Directors of the Association of California Water Agencies during the 2018-2019 Term.

Executive Summary:

The Association of California Water Agencies has issued a call for nominations for Board members of the Region One Board of Directors. General Manager Grant Davis has requested that Principal Programs Specialist Brad Sherwood continue to serve on the Association of California Water Agency's Region One Board of Directors. The Association of California Water Agencies requires that nominees submit an official resolution of nomination from the Sonoma County Water Agency indicating its support for the nomination and signed by an authorized signatory.

If elected, Mr. Sherwood would serve as Chair of the Region One Association of California Water Agencies Board of Directors for two years beginning January 1, 2018, through December 31, 2019.

Discussion:

Staff Recommendation: Approve a resolution of support for election of Mr. Sherwood, Principal Programs Specialist, Sonoma County Water Agency, as Chair of the Region One Board of Directors of the Association of California Water Agencies.

Prior Board Actions:

2015: Board approved a resolution supporting Principal Programs Specialist Brad Sherwood's interest in serving on the Association of California Water Agencies' Region One Board of Directors

2013: Board approved a resolution supporting General Manager Davis' interest in serving on the Association of California Water Agencies' Region One Board of Directors

2011: Board approved a resolution supporting General Manager Davis' interest in serving on the Association of California Water Agencies' Region One Board of Directors

Strategic Plan Alignment Goal 4: Civic Services and Engagement

This item support Goal 4 because Association of California Water Agencies related activities supports engagement our community and stakeholders related to water resource issues and projects.

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

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 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:

nw\S:\Agenda\misc\06-20-2017 WA ACWA Region 1 Nomination Brad CF/40-0-25 ACWA - Association of California Water Agencies (ID 904)
Sherwood_summ.docm

Date: June 20, 2017

Item Number: _____
Resolution Number: _____

4/5 Vote Required

Resolution of the Board of Directors of the Sonoma County Water Agency placing in nomination Water Agency Principal Programs Specialist Brad Sherwood as a member of the Association of California Water Agencies Region 1 Chair

A. Recitals

(i) The Board of Directors (Board) of the Sonoma County Water Agency does encourage and support the participation of its members in the affairs of the Association of California Water Agencies (ACWA).

(ii) Water Agency Principal Programs Specialist Brad Sherwood is currently serving as Board Member for ACWA Region One and has indicated a desire to serve as Chair of ACWA Region One.

B. Resolves

Now, Therefore, Be It Resolved That the Board of Directors of the Sonoma County Water Agency,

(i) Does place its full and unreserved support in the nomination of Brad Sherwood for the Chair of ACWA Region One.

(ii) Does hereby determine that the expenses attendant with the service of Brad Sherwood in ACWA Region One shall be borne by the Sonoma County Water Agency.

Directors:

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: 24
(This Section for use by Clerk of the Board Only.)

To:

Board Agenda Date: June 20, 2017

Vote Requirement: Majority

Department or Agency Name(s):

Staff Name and Phone Number:

Supervisor Shirlee Zane
(707) 565-2241

Supervisorial District(s):

Third District

Title: Appointment

Recommended Actions:

Approve re-appointment of Don McEnhill to Agricultural Preservation and Open Space District Advisory Committee, Environmental Representative, for a term of two years, retroactively beginning January 1, 2017 and ending January 1, 2019. (Third District)

Executive Summary:

Approve re-appointment of Don McEnhill to Agricultural Preservation and Open Space District Advisory Committee, Environmental Representative, for a term of two years, retroactively beginning January 1, 2017 and ending January 1, 2019. (Third District)

Discussion:

Prior Board Actions:

Strategic Plan Alignment Goal 4: Civic Services and Engagement

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



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 25
(This Section for use by Clerk of the Board Only.)

To:

Board Agenda Date: June 20, 2017

Vote Requirement: Majority

Department or Agency Name(s):

Staff Name and Phone Number:

Supervisor Shirlee Zane
(707) 565-2241

Supervisorial District(s):

Third District

Title: Appointment

Recommended Actions:

Approve re-appointment of Cary Fargo to Agricultural Preservation and Open Space District Advisory Committee, Real Estate Representative, for a term of two years, retroactively beginning January 1, 2017 and ending January 1, 2019. (Third District))

Executive Summary:

Approve re-appointment of Cary Fargo to Agricultural Preservation and Open Space District Advisory Committee, Real Estate Representative, for a term of two years, retroactively beginning January 1, 2017 and ending January 1, 2019. (Third District))

Discussion:

Prior Board Actions:

Strategic Plan Alignment Goal 4: Civic Services and Engagement

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



County of Sonoma
Agenda Item
Summary Report

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

Agenda Item Number: 26
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: June 20, 2017

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Director James Gore

Supervisorial District(s):

Title: Gold Resolution

Recommended Actions:

Adopt a Gold Resolution Commending Michael Dillabough

Executive Summary:

Discussion:

Prior Board Actions:

Strategic Plan Alignment Goal 4: Civic Services and Engagement

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

Date: June 20, 2017

Item Number: _____
Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Directors Of The Sonoma County Water Agency, State Of California, Honoring and Commending Michael Dillabough For His Many Years Of Service With The U.S. Army Corps Of Engineers

Whereas, Michael Dillabough has served the nation and residents of the North Bay with distinction for nearly 40 years as an Air Force officer, Naval facilities manager, and currently as the Chief of Operations and Readiness Division, Army Corps of Engineers San Francisco District; and

Whereas, Since 2001, Michael Dillabough has managed Lake Sonoma/Warm Springs Dam and Lake Mendocino/Coyote Valley Dam with exemplary attention to detail and has taken timely action to address funding, safety, maintenance, water operations, recreation, and environmental issues; and

Whereas, Michael Dillabough's communication skills and calm demeanor have created lasting partnerships and collaboration among stakeholders within the Russian River watershed including federal, state, and local agencies, elected officials, private property owners, native-American tribes, and the public; and

Whereas, As a founding member of the initiative to enter into and execute the Russian River Biological Opinion, Michael Dillabough has played a lead role in improving salmon and steelhead habitat throughout the watershed; and has been instrumental in building the Coho Salmon Conservation Program, a multi-agency conservation hatchery program based at Don Clausen Fish Hatchery at Warm Springs Dam, designed to bring coho salmon back from the brink of extinction in the Russian River. As a result of his significant contributions, coho salmon are now returning in the hundreds each winter rather than fewer than 10 per year.

Whereas, Michael Dillabough's leadership and innovative spirit have greatly advanced water management science and will improve regional response to drought, flood, and climate change through the study of Forecast Informed Reservoir Operations at Lake Mendocino.

Now, Therefore, Be It Resolved That the Board of Directors of the Sonoma County Water Agency hereby expresses its deep appreciation to Michael Dillabough for his many years of dedication, loyal service, and valuable contributions to the U.S. Army Corps of Engineers Russian River Project; and

Be It Further Resolved That the Board of Directors of the Sonoma County Water Agency extends its best wishes to Michael Dillabough in his retirement.

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

County of Sonoma Agenda Item Transmittal Report

To: Board of Supervisors	As: <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Regular
Board Agenda Date: June 20, 2017	Supervisorial District
Department or Agency Name(s): Board of Supervisors	
Title:	Gold Resolution
Recommended Action:	Adopt a Gold Resolution Commending Michael Dillabough
This Item Requires: (Check appropriate boxes)	
<input checked="" type="checkbox"/> Requests Gold Resolution <input checked="" type="checkbox"/> Presented at Board <input type="checkbox"/> Off-site presentation <input type="checkbox"/> Public Appearance Anticipated If yes, Lobby chairs needed? <input type="checkbox"/> Yes <input type="checkbox"/> No	
<p>For all Regular agenda items, or if one of the two boxes above are checked, you must complete item 1 and 2 under "Special Instructions".</p> <input type="checkbox"/> Budgetary Adjustment Resolution <input type="checkbox"/> Position Allocation List Change(s)	
<p>If one of these two boxes are checked, please see appendix D for specific Action Language,</p> <input type="checkbox"/> PowerPoint	
<p>If a PowerPoint presentation is planned, please see Section 6 of the instructions for printing requirements, and submit the PowerPoint as an attachment with your original submission.</p>	
Special Instructions to Clerk of the Board:	
1. Presenters names and titles:	
2. Anticipated length of item:	
3. Publication Instructions:	
4. Document Processing:	
5. Other:	To be presented offsite on this date.
County Counsel approval: Printed Name:	Signature: Date:
Department Head approval: Printed Name: Grant Davis	Signature: Date:
Department Head approval-if Joint Item: Printed Name:	Signature: Date:
Department Head approval-if Joint Item:	Signature:

Printed Name:	Date:
Department Head approval-if Joint Item: Printed Name:	Signature: Date:

nw\\S:\Agenda\misc\06-20-2017 BOS Michael Dillabough Gold CF/0-0-1 General - Correspondence (ID 31)
Reso_trans.docm



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 27
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: June 20, 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:

Adopt a resolution recognizing Chief Ronald Pomi on his retirement after 50 years with the San Antonio Volunteer Fire Department. (Second District)

Executive Summary:

Discussion:

Prior Board Actions:

2008 Volunteer of the Year Award presented by the Sonoma County Board of Supervisors

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Gold Resolution.			
Related Items "On File" with the Clerk of the Board:			
None.			



County of Sonoma
State of California

Date: June 20, 2017

Item Number: _____
Resolution Number: _____

4/5 Vote Required

**Resolution of the Board of Supervisors of the County of Sonoma, State of California,
Honoring and Acknowledging Chief Ronald Pomi On the Occasion of
His Retirement From the San Antonio Volunteer Fire Department
After Fifty Years of Exemplary Public Service**

Whereas, the San Antonio Volunteer Fire Department (SAVFD) was formed in 1966 with Ronald Pomi, age 19, on the first volunteer fire department roster; and

Whereas, Chief Pomi was made Assistant Chief in 1987, become Chief in 2008, has served as a member of the Board of Directors for more than 35 years and has a total of more than 50 years of exemplary public service to the people of Sonoma County; and

Whereas, during his career, Chief Pomi has been on hundreds of fire and emergency service calls and has been a leader in developing exceptional training programs to prepare volunteer firefighters and instill a sense of pride and responsibility in each volunteer, he has also worked to develop coordination and communication amongst all of the volunteer fire departments in Sonoma County; and

Whereas, SAVFD is supported entirely by donations and its fundraising activities - Chief Pomi has led fundraising efforts from both private and government sources to meet the annual budget for the SAVFD, including helping to establish a long-term revenue stream by lending equipment for use by various fire agencies in the state including having an engine ready for use by Cal Fire and staffing local Cal Fire stations when Cal Fire engines were assigned to statewide fires, acquiring used fire engines and overseeing fundraising for a Type 1 Engine/Water Tender, valued at more than \$325,000; and

Whereas, Chief Pomi and family have hosted the annual Father's Day fundraising SAVFD barbeque at the Pomi family ranch for more than 45 years; and

Whereas, Chief Pomi was awarded the 2008 Volunteer of the Year Award, from the Board of Supervisors and the Sonoma County Department of Emergency Services; and

Whereas, Chief Ronald Pomi leaves an outstanding legacy of community support for the

Resolution #

Date:

Page 2

SAVFD built through his tireless efforts which have resulted in the development of a skilled and prepared volunteer firefighting team, each of whom he is very proud.

Now, Therefore, Be It Resolved that the Sonoma County Board of Supervisors does Honor and Acknowledge Chief Ronald Pomi on the occasion of his retirement after 50 years of exemplary public service to the citizens and firefighters of Sonoma County.

Supervisors:

Gorin:

Rabbitt:

Zane:

Gore:

Hopkins:

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: 28
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: June 20, 2017

Vote Requirement: 4/5

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

Staff Name and Phone Number:

Susan Klassen (707) 565-2231

Supervisorial District(s):

All Districts

Title: Re-issuance of County Notes to Fund Airport Capital Improvement Projects

Recommended Actions:

Approve and adopt resolutions authorizing the re-issuance of two County Notes to support capital improvement projects at the Sonoma County Airport in the amounts of \$3,500,000 for the Runway Safety Area Improvement Project and \$2,200,000 for Terminal and Long Term Parking Lot Expansion, with terms ending June 15, 2018.

Executive Summary:

The Department of Transportation and Public Works, Airport Division is requesting the re-issuance of a \$3,500,000 County Note and a \$2,200,000 County Note to assist with cash flow associated with the Runway Safety Area improvement project and the design of a new passenger terminal and long term parking lot. The \$3,500,000 Note is backed by a Federal Aviation Administration grant with reimbursement anticipated prior to December 31, 2017. The \$2,200,000 Note will be paid with proceeds from a County backed Certificate of Participation or other long term financing mechanism in calendar year 2018.

Discussion:

County Note Series 2018-1 - \$3,500,000 Runway Safety Area

The Department of Transportation and Public Works, Airport Division (Airport) is requesting a County issued note in the amount of \$3,500,000 to re-issue County Note – Series 2017-1. Series 2017-1 was issued on August 30, 2016 to provide liquidity for the \$55,000,000 Runway Safety Area project including extension of both airport runways and bringing the Airport into compliance with current Federal Aviation Administration safety standards. Originally issued in the amount of \$10,000,000 as Grant Anticipation Note 2014-1, it was reissued on August 30, 2016 as County Note 2017-1 in the amount of \$3,500,000. The note is currently due to the County Treasury on June 30, 2017. The Airport requests a

re-issuance of the note at this time to assist with cash flow until the final Federal Aviation Administration grant reimbursement is received.

NOTE REQUEST 2018-1:

Loan Purpose	Runway Safety Area Improvement Project
Loan Amount	\$3,500,000
Loan Term	12 months, due June 15, 2018.
Loan Interest Rate	The most recent calendar quarter pooled interest rate plus 75 basis points rounded up to the nearest tenth estimated at 2.00%
Loan Guarantee	General Fund – though the loan is guaranteed by the General Fund, actual repayment will come from reimbursement by the FAA; explained in greater detail below

REPAYMENT SOURCE:

Principal	Federal Aviation Administration 100%
Accrued Interest	Airport Enterprise Fund – Operational Revenue

RISK OF NON-PAYMENT:

The Airport completed all construction related to the Runway Safety Area project in April 2016. After submission of the final Engineer’s Report to the FAA in June 2016 the Airport is working with the Federal Aviation Administration to finalize the last reimbursement request of approximately \$3,600,000. Funds received from the Federal Aviation Administration will be used to repay the Note in full. The risk that the FAA will not have the funding to reimburse the County 100% of the eligible costs within the term of Note is very low. However, to cover this unlikely outcome, Transportation and Public Works will pledge its FY 17-18 contribution from the General Fund as a guarantee of loan repayment. This pledge requires an internal arrangement between TPW and the Airport Enterprise Fund (the operating fund for the Airport) as to repayment of the General Fund contribution to the Department.

At this time, it is anticipated that Federal Aviation Administration funding will be available for the reimbursement prior to December 31, 2017.

County Note Series 2018-2 - \$2,200,000 Terminal and Long Term Parking Lot Design

In order to facilitate the design of a new passenger terminal and long-term parking lot the Charles M. Schulz, Sonoma County Airport is requesting the Board of Supervisors re-issue the \$2,200,000 County Note – Series 2017-2 to provide liquidity until long term financing is secured. The proceeds from the original note are currently funding terminal design and constructability review, long term parking lot design, and construction of a temporary terminal hold-room.

In addition, to the current request for a \$2,200,000 County Note, the Airport anticipates requesting issuance of an additional County Note in July 2017 to fund long term parking lot construction. Once parking lot construction is complete and terminal design finalized in Spring 2018, the Airport will request issuance of a General Fund backed Certificate of Participation. Proceeds from the Certificate of

Participation will be used to pay off both of the County Notes and fund construction of a new passenger terminal facility.

Because the Airport will be spending funds on the terminal and parking lot expansion before the issuance of debt to finance the project, Treasury regulations require that the Board of Supervisors adopt a resolution declaring its intent to reimburse prior expenditures of the project with proceeds of a subsequent borrowing. This declaration is solely for the purpose of compliance with Treasury Regulation Section 1.150-2, which allows the Airport to reimburse the County Notes with the proceeds of later-issued debt. It does not bind the County to make any expenditure, incur any indebtedness, or proceed with the project.

NOTE REQUEST 2018-2:

Loan Purpose	Airport Terminal and Long Term Parking Lot Expansion
Loan Amount	\$2,200,000
Loan Term	Note is payable June 15, 2018 (initial term must be end of fiscal year issued, one-year re-issuance will be requested to align with long term financing issuance)
Loan Interest Rate	The most recent calendar quarter pooled interest rate plus 75 basis points rounded up to the nearest tenth estimated at 2.00%
Loan Guarantee:	General Fund

REPAYMENT SOURCE:

Principal:	30 Year Certificate of Participation (COP) Issuance, anticipated for calendar year 2018.
Accrued Interest:	Airport Enterprise Fund – operational revenue

RISK OF NON-PAYMENT:

The County Debt Advisory Committee reviewed Airport Finances in August 2016 including current and projected operating cash flow, short/long term debt, and proposed financing mechanism(s). Based on this review the Debt Advisory Committee approved a plan to issue this Treasury Note, a second Treasury Note for parking lot construction, and a General Fund backed Certificate of Participation. The Airport believes this external review, combined with our own internal analysis and a proposed long term funding mechanism, minimizes any risk of non-payment.

Airport Debt Summary

Transportation and Public Works currently has \$8,700,000 in outstanding notes held in the County Pool. In addition, the Airport anticipates requesting issuance of an additional \$5,000,000 Treasury Note prior to August 31, 2017. Of the total \$13,700,000 in projected outstanding notes on August 31, 2017, \$4,500,000 will be retired with the use of Federal Aviation Administration grant proceeds prior to December 31, 2017. An additional \$7,200,000 will be refinanced via a long term debt instrument in 2018 leaving \$2,000,000 in outstanding Notes on December 31, 2018. The subject Notes has been reviewed and approved by County Counsel, and the County Treasurer has agreed to purchase the Notes.

Prior Board Actions:

County Note Series 2017-1 ext. 1 - \$3,500,000 Runway Safety Area

8/30/2016: No. 40 Res. #16-0328. Board authorized issuance of Series 2017-1 Note.

9/10/13: No 40 Res. #13-0348 Board authorized the issuance and sale of Grant Anticipation Note - Series 2014-1.

County Note Series 2017-2 ext. 1 - \$2,200,000 Terminal and Long Term Parking Lot Design

9/13/2016 No. 41 Board approves \$2,200,000 Note Series 2017-2 to finance passenger terminal and long term parking lot design.

2/9/2016 No. 40 Board received Airport update and requested Airport staff proceed with plans to expand the passenger terminal and long term parking.

Strategic Plan Alignment Goal 4: Economic and Environmental Stewardship

Financing supports the County’s Strategic Plan focus area of Economic and Environmental Stewardship. The Notes provide short term liquidity for Airport capital improvement projects which accelerates facility enhancements. Enhanced airport infrastructure creates a facility which encourages expansion of commercial air service which enhances local business activity and tourism.

Fiscal Summary

Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses		79,000	
Additional Appropriation Requested			
Total Expenditures		79,000	

Funding Sources

General Fund/WA GF			
State/Federal			
Fees/Other		79,000	
Use of Fund Balance			
Contingencies			
Total Sources		79,000	

Narrative Explanation of Fiscal Impacts:

The projected financial impact associated with re-issuance of these Notes is limited to accrued interest estimated at \$79,000 which is included in the 17/18 Airport Division budget. Proceeds from the notes are being used for cash flow until reimbursement is received from the Federal Aviation Administration associated with the Runway Safety Area Improvement Project and a long term financing mechanism for the terminal and parking lot is secured. Federal Aviation Administration funding is anticipated by December 31, 2017 and a long term financing solution for the terminal/parking lot will be finalized in calendar year 2018.

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:			
Notes and Resolutions			
Related Items "On File" with the Clerk of the Board:			

UNITED STATES OF AMERICA
STATE OF CALIFORNIA
COUNTY OF SONOMA
DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS
AIRPORT SERIES 2016 SONOMA COUNTY
(SUBJECT TO CALL AND REDEMPTION)

NOTE

No. 2018-1

\$3,500,000

The County of Sonoma, duly organized and existing under and pursuant to the Constitution and laws of the State of California, for value received hereby promises to pay to the registered owner the principal sum, not to exceed, of \$3,500,000 on June 15, 2018, and to pay interest on such principal sum from the date hereof at the rate earned by funds invested by the Sonoma County Treasurer in his "pooled investment account" as calculated in the most recent calendar quarter, plus 75 basis points rounded up to the nearest tenth. The interest rate will be set based upon the period ending March 31, 2017. The principal of this Note and accumulated interest due shall be payable to the registered owner only upon presentation of this Note at maturity. Both the principal of and interest on this Note are payable in lawful money of the United States of America at the Office of the Sonoma County Treasurer.

This Note, in the principal amount not to exceed \$3,500,000, represents the entire Note issue of the Series 2018-1 Note issue, and is issued under and pursuant to the laws of the State of California, including the provisions of Section 53850 and following, of the California Government Code (the "Law"), and pursuant to a resolution (the "Resolution") adopted by the Board of Supervisors of the County of Sonoma. Reference is hereby made to the Resolution for a specific description of the security therein provided for the payment of the principal of and interest on this Note, to all of the provisions of which the registered owner hereof by his acceptance of this Note hereby consents and agrees, and each subsequent registered owner of this Note has recourse to all of the provisions of the Resolution and the Law and is bound thereby.

The Board hereby covenants and warrants that it will pay promptly, when due, the principal of this Note and interest accruing hereon, all in accordance with the terms hereof and the terms and provisions set forth in the Resolution and the applicable Law.

It is hereby certified that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by law, and that the

amount of this Note, together with all indebtedness and obligations of the County, does not exceed any limit prescribed by the Resolution or the laws of the State of California.

This Note is subject to call and redemption in whole or in part at any time prior to maturity without penalty or premium by the Department giving the registered owner thirty (30) days' prior written notice thereof.

IN WITNESS WHEREOF, the County of Sonoma has caused this Note to be signed in its name by the Chair of the Board of Supervisors and countersigned by the Clerk of the Board, and has caused this Note to be dated July 1, 2017.

Chair, Board of Supervisors

ATTEST:

Clerk of the Board

UNITED STATES OF AMERICA
STATE OF CALIFORNIA
COUNTY OF SONOMA
DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS
AIRPORT SERIES 2016 SONOMA COUNTY
(SUBJECT TO CALL AND REDEMPTION)

NOTE

No. 2018-2

\$2,200,000

The County of Sonoma, duly organized and existing under and pursuant to the Constitution and laws of the State of California, for value received hereby promises to pay to the registered owner the principal sum, not to exceed, of \$2,200,000 on June 15, 2018, and to pay interest on such principal sum from the date hereof at the rate earned by funds invested by the Sonoma County Treasurer in his "pooled investment account" as calculated in the most recent calendar quarter, plus 75 basis points rounded up to the nearest tenth. The interest rate will be set based upon the period ending March 31, 2017. The principal of this Note and accumulated interest due shall be payable to the registered owner only upon presentation of this Note at maturity. Both the principal of and interest on this Note are payable in lawful money of the United States of America at the Office of the Sonoma County Treasurer.

This Note, in the principal amount not to exceed \$2,200,000, represents the entire Note issue of the Series 2018-2 Note issue, and is issued under and pursuant to the laws of the State of California, including the provisions of Section 53850 and following, of the California Government Code (the "Law"), and pursuant to a resolution (the "Resolution") adopted by the Board of Supervisors of the County of Sonoma. Reference is hereby made to the Resolution for a specific description of the security therein provided for the payment of the principal of and interest on this Note, to all of the provisions of which the registered owner hereof by his acceptance of this Note hereby consents and agrees, and each subsequent registered owner of this Note has recourse to all of the provisions of the Resolution and the Law and is bound thereby.

The Board hereby covenants and warrants that it will pay promptly, when due, the principal of this Note and interest accruing hereon, all in accordance with the terms hereof and the terms and provisions set forth in the Resolution and the applicable Law.

It is hereby certified that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by law, and that the

amount of this Note, together with all indebtedness and obligations of the County, does not exceed any limit prescribed by the Resolution or the laws of the State of California.

This Note is subject to call and redemption in whole or in part at any time prior to maturity without penalty or premium by the Department giving the registered owner thirty (30) days' prior written notice thereof.

IN WITNESS WHEREOF, the County of Sonoma has caused this Note to be signed in its name by the Chair of the Board of Supervisors and countersigned by the Clerk of the Board, and has caused this Note to be dated July 1, 2017.

Chair, Board of Supervisors

ATTEST:

Clerk of the Board



County of Sonoma

State of California

Date: June 20, 2017

Item Number: _____

Resolution Number: _____



4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Authorizing The Issuance And Sale Of A Note In The Principal Amount Not To Exceed \$3,500,000 for The Runway Safety Area Enhancement Project

Whereas, the County of Sonoma ("County") is in need of a cash advance for costs related to the Runway Safety Area Enhancement Project("Project"); and

Whereas, the County approved the Project on June 25, 2013; and

Whereas, the County anticipates the receipt of federal grants from the Federal Aviation Administration ("FAA") for Project; and

Whereas, the County has completed the Project and is currently awaiting reimbursement from the FAA; and

Whereas, the County is authorized pursuant to Government Code Section 53850 and following to borrow money on a temporary basis, provided such borrowed amount does not exceed eighty-five percent (85%) of the estimated amount of anticipated revenues that will be used to pay back the loan; and

Whereas, the Treasurer for the County is authorized pursuant to Government Code Section 53601(d) to invest in a note and desires to loan such funds to the County.

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

1. The Note. The \$3,500,000 Note authorized by the Resolution shall be designated "Sonoma County Department of Transportation and Public Works, Airport Series 2018-1 Note (hereinafter "The Note") and is being issued pursuant to the provisions of Government Code Section 53850 et seq. The amount of the Note is less than eighty-five percent (85%) of the estimated revenue the County anticipates receiving in this fiscal year from certain revenues that will be used to pay back the Note.
2. Security. The account receivable constituting the security on which the Note is being issued is the anticipated revenue from the Airport Enterprise Fund, including reimbursement anticipated from the Federal Aviation Administration. In addition the County pledges to pay the Note from any and all revenue lawfully available to the County for repayment.
3. The Project. The Project is the Runway Safety Area Enhancement Project
4. Authorization to Borrow and Issue Note. Pursuant to the provisions of Section 53850 and following Government Code, the County shall borrow the principal sum not to exceed \$3,500,000

Resolution #

Date:

Page 2

and shall issue a single principal amount Note to evidence said indebtedness, which Note is hereby authorized to be issued for the purpose hereinabove set forth. The Board delegates to the Director of Transportation and Public Works the authority to sell and deliver the Note to the County Treasurer in exchange for the principal sum not to exceed \$3,500,000. The note shall be issued in registered form, shall be dated July 1, 2017, and shall mature on June 15, 2018. The Note shall bear interest at the rate earned by funds invested by the Sonoma County Treasurer in his "pooled investment account" as calculated in the most recent calendar quarter, plus 75 basis points rounded to the nearest tenth. Payment shall be due at the time of maturity of the note. The interest on principal of the Note shall be payable in lawful money of the United States of America at the office of the County Treasurer of Sonoma County, California.

5. Note to be Callable and redeemable. The Note shall be callable and redeemable in whole or in part at any time following its issuance and before maturity by the Board giving the registered owner of the Note thirty (30) days' prior written notice. The price of redemption shall be the prorated unpaid balance of principal and accrues interest at the date of redemption without penalty or premium.

6. Form of Note: The Note shall be substantially the following form:

UNITED STATES OF AMERICA
STATE OF CALIFORNIA
COUNTY OF SONOMA
DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS
AIRPORT SERIES 2016 SONOMA COUNTY
(SUBJECT TO CALL AND REDEMPTION)

NOTE

No. 2018-1

\$3,500,000

The County of Sonoma, duly organized and existing under and pursuant to the Constitution and laws of the State of California, for value received hereby promises to pay to the registered owner the principal sum, not to exceed, of \$3,500,000 on June 15, 2018, and to pay interest on such principal sum from the date hereof at the rate earned by funds invested by the Sonoma County Treasurer in his "pooled investment account" as calculated in the most recent calendar quarter, plus 75 basis points rounded up to the nearest tenth. The interest rate will be set based upon the period ending March 31, 2017. The principal of this Note and accumulated interest due shall be payable to the registered owner only upon presentation of this Note at maturity. Both the principal of and interest on this Note are payable in lawful money of the United States of America at the Office of the Sonoma County Treasurer.

This Note, in the principal amount not to exceed \$3,500,000, represents the entire Note issue of the Series 2018-1 Note issue, and is issued under and pursuant to the laws of the State of California, including the provisions of Section 53850 and following, of the California Government

Resolution #

Date:

Page 3

Code (the "Law"), and pursuant to a resolution (the "Resolution") adopted by the Board of Supervisors of the County of Sonoma. Reference is hereby made to the Resolution for a specific description of the security therein provided for the payment of the principal of and interest on this Note, to all of the provisions of which the registered owner hereof by his acceptance of this Note hereby consents and agrees, and each subsequent registered owner of this Note has recourse to all of the provisions of the Resolution and the Law and is bound thereby.

The Board hereby covenants and warrants that it will pay promptly, when due, the principal of this Note and interest accruing hereon, all in accordance with the terms hereof and the terms and provisions set forth in the Resolution and the applicable Law.

It is hereby certified that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Note, together with all indebtedness and obligations of the County, does not exceed any limit prescribed by the Resolution or the laws of the State of California.

This Note is subject to call and redemption in whole or in part at any time prior to maturity without penalty or premium by the Department giving the registered owner thirty (30) days' prior written notice thereof.

IN WITNESS WHEREOF, the County of Sonoma has caused this Note to be signed in its name by the Chair of the Board of Supervisors and countersigned by the Clerk of the Board, and has caused this Note to be dated July 1, 2017.

Chair, Board of Supervisors

ATTEST:

Clerk of the Board

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

8. Proceeds of Sale of the note Dedicated to the Project. The purchase price of the Note (except for the accrued interest received thereon) shall be deposited forthwith upon receipt in a special fund designated to be "Sonoma County Airport Runway Safety Area" fund which has been established and is being administered by the County Auditor. All monies in said fund shall be applied to the payment of costs and expenses of the construction of the Project described in the

Resolution #

Date:

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recital paragraphs of this Resolution, including costs of issuance of the Note.

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma

State of California

Date: June 20, 2017

Item Number: _____
Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Authorizing The Issuance And Sale Of A Note In The Principal Amount Not To Exceed \$2,200,000 for the Sonoma County Airport Terminal and Long Term Parking Lot Expansion

Whereas, the County of Sonoma ("County") is in need of a cash advance for costs related to the design and planning of an expanded passenger terminal and long term parking lot at the Sonoma County Airport ("the Project"); and

Whereas, On February 9, 2016 the Board of Supervisors directed Airport staff to proceed with developing a plan to secure funding for the project; and

Whereas, Airport staff in collaboration with Auditor-Controller Treasurer-Tax Collector (ACTTC), KNN Public Finance, and Legal Counsel has developed a comprehensive funding plan including issuing of this Note; and

Whereas, The County Debt Advisory Committee reviewed and approved the funding plan on August 25, 2016; and

Whereas, the County is authorized pursuant to Government Code Section 53850 and following to borrow money on a temporary basis, provided such borrowed amount does not exceed eighty-five percent (85%) of the estimated amount of anticipated revenues that will be used to pay back the loan; and

Whereas, the Treasurer for the County is authorized pursuant to Government Code Section 53601(d) to invest in a note and desires to loan such funds to the County.

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

1. The Note. The \$2,200,000 Note authorized by the Resolution shall be designated "Sonoma County Department of Transportation and Public Works, Airport Series 2018-2 Note (hereinafter "The Note") and is being issued pursuant to the provisions of Government Code Section 53850 et seq. The amount of the Note is less than eighty-five percent (85%) of the estimated revenue the County anticipates receiving in this fiscal year from certain revenues that will be used to pay back the Note.
2. Security. The account receivable constituting the security on which the Note is being issued is the anticipated revenue from a General Fund backed debt. In addition, the County pledges to pay the Note from any all revenue lawfully available to the County for repayment.
3. The Project.

The Project consists of:

- A. Planning, Design, and Design Review of an expanded passenger terminal facility at the Sonoma

Resolution #

Date:

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County Airport;

B. Construction of a temporary passenger hold room to help manage passenger traffic and decrease build time of new terminal; and

C. Design of a new long term parking lot.

4. Authorization to Borrow and Issue Note. Pursuant to the provisions of Section 53850 and following Government Code, the County shall borrow the principal sum not to exceed \$2,200,000 and shall issue a single principal amount Note to evidence said indebtedness, which Note is hereby authorized to be issued for the purpose hereinabove set forth. The Board delegates to the Director of Transportation and Public Works the authority to sell and deliver the Note to the County Treasurer in exchange for the principal sum not to exceed \$2,200,000. The note shall be issued in registered form, shall be dated July 1, 2017 and shall mature on June 15, 2018. The Note shall bear interest at the rate earned by funds invested by the Sonoma County Treasurer in his "pooled investment account" as calculated in the most recent calendar quarter, plus 75 basis points rounded to the nearest tenth. Payment shall be due at the time of maturity of the note. The interest on principal of the Note shall be payable in lawful money of the United States of America at the office of the County Treasurer of Sonoma County, California.

5. Note to be Callable and redeemable. The Note shall be callable and redeemable in whole or in part at any time following its issuance and before maturity by the Board giving the registered owner of the Note thirty (30) days' prior written notice. The price of redemption shall be the prorated unpaid balance of principal and accrues interest at the date of redemption without penalty or premium.

6. Form of Note: The Note shall be substantially the following form:

UNITED STATES OF AMERICA
STATE OF CALIFORNIA
COUNTY OF SONOMA
DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS
AIRPORT SERIES 2016 SONOMA COUNTY
(SUBJECT TO CALL AND REDEMPTION)

NOTE

No. 2018-1

\$2,200,000

The County of Sonoma, duly organized and existing under and pursuant to the Constitution and laws of the State of California, for value received hereby promises to pay to the registered owner the principal sum, not to exceed, of \$2,200,000 on June 15, 2018, and to pay interest on such principal sum from the date hereof at the rate earned by funds invested by the Sonoma County Treasurer in his "pooled investment account" as calculated in the most recent calendar quarter, plus 75 basis points rounded up to the nearest tenth. The interest rate will be set based upon the period ending March 31, 2017. The principal of this Note and accumulated interest due shall be payable to the registered owner only upon presentation of this Note at maturity. Both the

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principal of and interest on this Note are payable in lawful money of the United States of America at the Office of the Sonoma County Treasurer.

This Note, in the principal amount not to exceed \$2,200,000, represents the entire Note issue of the Series 2018-2 Note issue, and is issued under and pursuant to the laws of the State of California, including the provisions of Section 53850 and following, of the California Government Code (the "Law"), and pursuant to a resolution (the "Resolution") adopted by the Board of Supervisors of the County of Sonoma. Reference is hereby made to the Resolution for a specific description of the security therein provided for the payment of the principal of and interest on this Note, to all of the provisions of which the registered owner hereof by his acceptance of this Note hereby consents and agrees, and each subsequent registered owner of this Note has recourse to all of the provisions of the Resolution and the Law and is bound thereby.

The Board hereby covenants and warrants that it will pay promptly, when due, the principal of this Note and interest accruing hereon, all in accordance with the terms hereof and the terms and provisions set forth in the Resolution and the applicable Law.

It is hereby certified that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Note, together with all indebtedness and obligations of the County, does not exceed any limit prescribed by the Resolution or the laws of the State of California.

This Note is subject to call and redemption in whole or in part at any time prior to maturity without penalty or premium by the Department giving the registered owner thirty (30) days' prior written notice thereof.

IN WITNESS WHEREOF, the County of Sonoma has caused this Note to be signed in its name by the Chair of the Board of Supervisors and countersigned by the Clerk of the Board, and has caused this Note to be dated July 1, 2017.

Chair, Board of Supervisors

ATTEST:

Clerk of the Board

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

8. Proceeds of Sale of the note Dedicated to the Project. The purchase price of the Note (except for the accrued interest received thereon) shall be deposited forthwith upon receipt in a special fund

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designated to be "Sonoma County Airport Terminal and Long Term Parking Lot Expansion" fund which has been established and is being administered by the County Auditor. All monies in said fund shall be applied to the payment of costs and expenses of the construction of the Project described in the recital paragraphs of this Resolution, including costs of issuance of the Note.

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: 29
(This Section for use by Clerk of the Board Only.)

To: Board of Directors, Sonoma County Water Agency

Board Agenda Date: June 20, 2017

Vote Requirement: Majority

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

Staff Name and Phone Number:

David Manning 707-547-1988

Supervisorial District(s):

Fourth

Title: Dry Creek Partnership Agreement Update

Recommended Actions:

Accept the updated Dry Creek Continuing Authorities Program 1135 Detailed Project Report from the U.S. Army Corps of Engineers and Authorize the Chair to sign a Project Partnership Agreement with United States Army Corps of Engineers for funding habitat enhancement work in Dry Creek

Executive Summary:

This item requests authorization for the Chair of the Sonoma County Water Agency's (Water Agency) Board of Director's (Board) to enter into a Project Partnership Agreement (Agreement) with the U.S. Army Corps of Engineers (Corps) for funding at a 75% (Corps) to 25% (Water Agency) ratio under the Corps' Continuing Authorities Program Section 1135 process for a portion (approximately a third of a mile) of the Dry Creek Habitat Enhancement Project (Project) as it relates to implementation of the Russian River Biological Opinion (Biological Opinion). On December 13, 2016 the Board authorized the Water Agency's General Manager to sign the Project Partnership Agreement with the Corps. Since that time, the Corps has updated the total cost of the project and the Water Agency's 25% share. The total project design and implementation cost is \$6,351,546. The Water Agency's estimated cost-share is \$1,587,887 and the Corps cost-share is \$4,763,660.

The Project consists of ultimately constructing six miles of high quality habitat for coho salmon and steelhead within Dry Creek in a phased approach by 2023. To date, almost two miles of habitat enhancement work has been completed, with another half of a mile under contract for construction in 2017. The Agreement with the Corps would add an additional third of a mile for construction in 2018. Planning and design efforts are already under way for the remaining portions in order to have a total of three miles of habitat enhancement completed by 2018, and an additional three miles (for a total of six miles of habitat enhancement) constructed by 2023. If approved by the Corps, Water Agency staff anticipate bringing, at a future date, a separate cost share funding agreement under the Corps' General Investigation process for funding the construction of the additional three miles (Miles 4, 5, and 6) of the habitat efforts.

Discussion:

The National Marine Fisheries Service issued the Biological Opinion on September 24, 2008. This opinion is a culmination of more than a decade of consultation between the Water Agency, the Corps, and the National Marine Fisheries Service regarding the impact of the Water Agency's and Corps' water supply and flood control activities on three fish species listed under the federal Endangered Species Act: Central California Coast steelhead, Central California Coast coho salmon, and California Coastal Chinook salmon. With respect to Dry Creek, the National Marine Fisheries Service concluded in the Biological Opinion that the continued operation of Warm Springs Dam by the Corps and the Water Agency in a manner similar to recent historic practices, are likely to jeopardize and adversely modify critical habitat for endangered coho salmon and threatened steelhead because summer flow velocities in Dry Creek are too high for optimal juvenile coho salmon and steelhead habitat.

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

Dry Creek Habitat Enhancement Demonstration Project

In October 2008, the Water Agency entered into an agreement with Inter-Fluve, Inc. to perform a feasibility assessment of geomorphic and habitat conditions along Dry Creek to identify habitat enhancement opportunities and develop conceptual designs of enhancement projects. During this initial habitat assessment, the Water Agency was approached by a group of landowners in the Dry Creek Valley who agreed to participate in a demonstration project. These landowners' properties along Dry Creek make up the Dry Creek Habitat Enhancement Demonstration Project (Demonstration Project), the first mile of the six miles of habitat enhancements required under the Biological Opinion. Installation of the first mile of habitat enhancement was completed in the fall of 2014.

Dry Creek Habitat Enhancement Project (Miles 2-6)

Water Agency staff are in the process of planning for, and implementing, the remaining habitat enhancement miles required under the Biological Opinion. On November 17, 2015, the Board Certified the Final Environmental Impact Report for the Dry Creek Habitat Enhancement Project (Miles 2-6) and approved the project. Construction on a portion of Miles 2-3 began in the summer of 2016 on the private property of willing landowners and on property owned by the City of Healdsburg. Design efforts for the remaining portions of Miles 2-3 as well as for Miles 4-6 are underway.

U.S. Army Corps of Engineers Participation and Detailed Project Report

Together with the Water Agency, the Corps has determined that there is a strong potential for the Corps to fund miles 2-3 of habitat work in Dry Creek under a Continuing Authorities Program pursuant to Section 1135 of the Water Resources Development Act of 1986 (Public Law 99-662) as amended, and miles 4-6 of habitat work in Dry Creek under the authority of a Corps Ecosystem Restoration Project General Investigation.

On June 10, 2014, this Board authorized the Water Agency to enter into a feasibility cost share agreement, associated with the Continuing Authorities Program Section 1135 (CAP 1135) process, with the Corps for funding a portion of the miles 2-3 of habitat design work in Dry Creek. On January 27, 2015, the Board authorized the Water Agency to enter into a feasibility cost share agreement associated with the Dry Creek Ecosystem Restoration Project General Investigation, for funding the design of portions of miles 4-6 of Dry Creek habitat enhancement work.

Design for both the Continuing Authorities Program Section 1135 (Miles 2-3), and the Ecosystem Restoration General Investigation (Miles 4-6) funding efforts are progressing. Under the Continuing Authorities Program Section 1135 (Miles 2-3), design has reached the point of completing the feasibility phase and is moving on to the design and implementation phase. For the design and implementation phase, the Corps requires a new costs-share Agreement (Recommended Action of this agenda item). The Agreement picks up where the previous feasibility cost-share agreement ended, and establishes the obligations of the Corps and Water Agency for securing project right-of-way, finalizing project designs, and constructing the Project.

The recently completed CAP 1135 Detailed Project Report (DPR) with integrated Environmental Assessment considered six project alternatives. Alternative 2, comprising reach 4a of Dry Creek, was selected because it maximizes ecosystem restoration benefits compared to costs, considering the cost effectiveness, and incremental cost of other restoration options.

On December 13, 2016 the Board authorized the Water Agency's General Manager to sign a Project Partner Agreement with Corps for the CAP 1135 project and negotiate the acquisition of easements and temporary construction rights with private property owners. Right-of-way offers were presented to property owners in April 2017. In May, 2017 the Corps updated the Detailed Project Report for the CAP 1135 project and provided a new cost estimate for the Water Agency's 25% cost-share.

On April 11, 2017 the Board authorized the Water Agency's General Manager to amend existing agreements with suppliers for the purchase of large woody debris to be incorporated into the Army Corps CAP 1135 project. The costs associated with this purchase will be part of the Water Agency's 25% cost-share agreement for the Corps' Continuing Authorities Program Project.

For the Continuing Authorities Program Section 1135, Dry Creek, California Ecosystem Restoration Project, the Water Agency recommends entering into an Agreement with the Corps for a portion of Miles 2-3 of habitat work in Dry Creek. The Water Agency would be the local sponsor and would cost share with the Corps at a 75/25 rate (federal and local, respectively) during the design and implementation phase. A second Project Partnership Agreement for the Ecosystem Restoration General Investigation (Miles 4-6) portion of the project is anticipated to come back before the Board at a later date (likely in 2018).

Partnering with the Corps for funding habitat work in Dry Creek could result in millions of dollars in cost savings to the Water Agency if a portion of the design and construction costs for habitat work in Dry Creek is paid for by the Corps. Without cost-sharing with the Corps, the Water Agency would still be obligated to pay the full amount of the Dry Creek habitat enhancement work (currently estimated to be \$7-9 million dollars per mile). Under the Continuing Authorities Program Section 1135 (Miles 2-3) Project Partnership Agreement, the Water Agency's cost share will include design and pre-construction expenses (right-of-way acquisition, final design) and direct funding to the Corps to meet its local sponsor obligation of 25%.

Prior Board Actions:

- 04/11/2017: Authorized General Manager to execute fourth amended agreement between Water Agency and ESA for Dry Creek Habitat Enhancement Project Phase III design; authorize General Manager to amend existing agreements with suppliers for the purchase of large woody debris to be used in the Army Corps' Continuing Authorities Program Section 1135 Project as part of the Water Agency's 25% cost-share.
- 12/13/2016: Approved Project Partnership Agreement with United States Army Corps of Engineers for funding at a 75% (Corps) to 25% (Water Agency) ratio under the Corps' Continuing Authorities Program.
- 02/02/2016: Approved amended agreement between Water Agency and ESA for engineering and design services for Phase III of the Dry Creek Habitat Enhancement Project. Additional cost \$267,800; no change to term end of 12/31/2017.
- 02/02/2016: Approved agreements for Procurement of Large Woody Debris for Dry Creek Habitat Enhancement Project Miles 2 and 3.
- 06/10/2014: Approved Memorandum of Understanding for In Kind Costs with the United States Army Corps of Engineers for planning, design, and feasibility studies of Dry Creek habitat enhancement work.
- 01/28/2014: Approved agreement between Water Agency and ESA for engineering and design services for Phase III of the Dry Creek Habitat Enhancement Project. Cost \$979,422; term end 12/31/2017.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

County Goal 2: Economic and Environmental Stewardship: The Project will accomplish habitat enhancement of six miles of Dry Creek to provide near ideal summer rearing conditions for coho and steelhead while maintaining operational steady state discharge for water supply purposes.

Water Agency Water Supply Goals and Strategies, Goal 2: Protect the Water Agency's existing water rights and our clean, high-quality water supply, and improve system resiliency by continuing to develop alternative supplies. Environmental enhancement of Dry Creek is part of a suite of projects that the Water Agency is conducting in compliance with the Biological Opinion. This compliance is necessary in order to protect the Water Agency's existing water rights, and to continue to provide high-quality water supplies.

Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses		\$1,587,887	
Additional Appropriation Requested			
Total Expenditures		\$1,587,887	
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other: Warm Springs Dam Fund		\$1,587,887	
Use of Fund Balance			
Contingencies			
Total Sources		\$1,587,887	
Narrative Explanation of Fiscal Impacts:			
Budgeted amount of \$1,587,882 is available from FY 2017/2018 appropriations for the Warm Springs Dam Special Revenue fund. The total cost of the project is estimated at \$6,351,546 of which the Army Corps of Engineers has a 75% cost share. Total cost of the Dry Creek Habitat Enhancement Project for Miles 1-6 is estimated at \$60 million (of which the Army Corps of Engineers would be responsible for approximately \$35 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:			
Draft Project Partner Agreement			
Related Items “On File” with the Clerk of the Board:			
Draft Detailed Project Report			

nw\\S:\Agenda\agrees\06-20-2017 WA Dry Creek Partnership Agreement Update_summ.docm

CF/45-6.1-21 US Department of the Army (Agree for Design & Construction of the Continuing Authorities Program Section 1135 Dry Creek, California Ecosystem Restoration Study) (ID 6625)

PROJECT PARTNERSHIP AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
THE SONOMA COUNTY WATER AGENCY
FOR
DESIGN AND CONSTRUCTION
OF THE
CONTINUING AUTHORITIES PROGRAM SECTION 1135
DRY CREEK, CALIFORNIA ECOSYSTEM RESTORATION STUDY

THIS AGREEMENT is entered into this _____ day of _____, _____, by and between the Department of the Army (hereinafter the “Government”), represented by the U.S. Army Engineer, San Francisco District and the Sonoma County Water Agency (hereinafter the “Non-Federal Sponsor”), represented by the Chair, Board of Directors and the General Manager.

WITNESSETH, THAT:

WHEREAS, construction of the Russian River, Dry Creek, California Project (hereinafter the “*Existing Project*”, as defined in Article I.A. of this Agreement) at Lake Sonoma, Geyserville, California was completed by the Secretary of the Army in 1983;

WHEREAS, the construction or operation of the *Existing Project* has contributed to the degradation of the quality of the environment;

WHEREAS, design and construction of the Continuing Authorities Program Section 1135 Dry Creek, California Ecosystem Restoration Project for restoration of environmental quality (hereinafter the “*Project*”, as defined in Article I.B. of this Agreement) at Lake Sonoma, Geyserville, California was approved by the San Francisco District Engineer on April 30, 2014 pursuant to the authority contained in Section 1135(c) of the Water Resources Development Act of 1986, Public Law 99-662, as amended (33 U.S.C. 2309a; hereinafter “Section 1135”);

WHEREAS, performance of *monitoring* (as defined in Article I.R. of this Agreement) was approved as part of the *Project*;

WHEREAS, Section 1135 provides that not to exceed \$40,000,000 in Federal funds are authorized to be appropriated annually to carry out projects for the purpose of: (1) making such modifications in the structures and operations of water resources projects constructed by the Secretary of the Army which the Secretary determines will improve the quality of the environment, or (2) undertaking measures for restoration of environmental quality when the Secretary determines that construction or operation of a water resources project has contributed to the degradation of the quality of the environment; and not more than \$10,000,000 in Federal funds may be expended on any single modification or measure carried out or undertaken pursuant to Section 1135;

WHEREAS, the Government and the Non-Federal Sponsor desire to enter into a Project Partnership Agreement (hereinafter the “Agreement”) for design and construction of the *Project*;

WHEREAS, Section 1135 of the Water Resources Development Act of 1986, Public Law 99-662, as amended (33 U.S.C. 2309a) specifies the cost-sharing requirements applicable to the *Project*;

WHEREAS, the Non-Federal Sponsor desires to perform certain work (hereinafter the “*non-Federal work*” as defined in Article I.O. of this Agreement) which is a part of the *Project* and receive credit toward the amount of its required contributions for the *Project* for the costs of such work;

WHEREAS, the Government and Non-Federal Sponsor have the full authority and capability to perform as hereinafter set forth and intend to cooperate in cost-sharing and financing of the *Project* in accordance with the terms of this Agreement; and

WHEREAS, the Government and the Non-Federal Sponsor, in connection with this Agreement, desire to foster a partnering strategy and a working relationship between the Government and the Non-Federal Sponsor through a mutually developed formal strategy of commitment and communication embodied herein, which creates an environment where trust and teamwork prevent disputes, foster a cooperative bond between the Government and the Non-Federal Sponsor, and facilitate the successful implementation of the *Project*.

NOW, THEREFORE, the Government and the Non-Federal Sponsor agree as follows:

ARTICLE I - DEFINITIONS

A. The term “*Existing Project*” shall mean the Warm Springs (Lake Sonoma) multi-purpose dam and reservoir constructed on Dry Creek, California with channel stabilization works downstream, to reduce flood damages, supply additional water for beneficial uses, and augment existing recreational facilities constructed pursuant to the Flood Control Act of 1962, Pub. L. No. 87-874, 76 Stat. 1192, Section 203.

B. The term “*Project*” shall mean the construction of a combination of both off-channel and main channel habitat in subreach 4a, which extends for approximately 1700 feet upstream from River Mile 3. Off-channel restoration features include the creation of a side channel on both sides of Dry Creek. Each side channel will have an associated backwater alcove. The side channel proposed on the left bank, which is approximately twice as long as the one on the right bank, includes two mid-channel connections to the mainstem. The subreach design also includes large woody debris structures of varying sizes and complexities in the off-channel features and the main channel as well as pool restoration, constructed riffles, and bolder fields in the main channel as generally described in the Continuing Authorities Program Final Detailed Project Report with Integrated Environmental Assessment, dated _____, ____ and approved by the District Engineer on June 14, 2017. The term includes the *non-Federal work* described in paragraph O. of this Article.

C. The term “*total project costs*” shall mean the sum of all costs incurred by the Non-Federal Sponsor and the Government in accordance with the terms of this Agreement directly related to design and construction of the *Project*. Subject to the provisions of this Agreement, the term shall include, but is not necessarily limited to: the Government’s design costs; the

Government's costs of preparation of environmental compliance documentation in accordance with Article II.A.2. of this Agreement; the Government's engineering and design costs during construction; the Non-Federal Sponsor's and the Government's costs of investigations to identify the existence and extent of hazardous substances in accordance with Applicable III.A. of this Agreement; the Government's costs of historic preservation activities in accordance with Article II.N. of this Agreement; the Government's actual construction costs; the costs of the *non-Federal work* determined in accordance with Article II.B.4. of this Agreement; the Government's costs of *monitoring* in accordance with Article II.I. and Article II.J. of this Agreement; the Government's supervision and administration costs; the Government's costs of contract dispute settlements or awards; and the value of lands, easements, rights-of-way, *relocations*, and improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material for which the Government affords credit in accordance with Article IV of this Agreement or for which reimbursement by the Government is required pursuant to Article II.B.3. of this Agreement. The term does not include any costs for operation, maintenance, repair, rehabilitation, or replacement of the *Project*; any costs of *betterments* under Article II.H.2. of this Agreement; any costs of dispute resolution under Article VII of this Agreement; the Government's costs for data recovery activities associated with historic preservation in accordance with Article II.N. of this Agreement; or the Non-Federal Sponsor's costs of negotiating this Agreement.

D. The term "*period of design and construction*" shall mean the time from the effective date of this Agreement to the date that construction and *monitoring* of the *Project* are complete, as determined by the Government, or the date that this Agreement is terminated in accordance with Article XII or Article XIII.C. of this Agreement, whichever is earlier.

E. The term "*financial obligations for design and construction*" shall mean the financial obligations of the Government and the costs for the *non-Federal work*, as determined by the Government, that result or would result in costs that are or would be included in *total project costs* except for obligations pertaining to the provision of lands, easements, and rights-of-way, the performance of *relocations*, and the construction of improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material.

F. The term "*non-Federal proportionate share*" shall mean the ratio of the sum of the costs included in *total project costs* for the *non-Federal work*, as determined by the Government, and the Non-Federal Sponsor's total contribution of funds required by Article II.B.2. and Article II.C.2. of this Agreement to *financial obligations for design and construction*, as projected by the Government.

G. The term "*highway*" shall mean any highway, roadway, street, or way, including any bridge thereof that is owned by a public entity.

H. The term "*relocation*" shall mean providing a functionally equivalent facility to the owner of a utility, cemetery, *highway*, railroad, or public facility when such action is authorized in accordance with applicable legal principles of just compensation. Providing a functionally equivalent facility may take the form of alteration, lowering, raising, or replacement and attendant demolition of the affected facility or part thereof.

I. The term "*functional portion of the Project*" shall mean a portion of the *Project* for which construction has been completed and that can function independently, as determined by

the U.S. Army Engineer, San Francisco District (hereinafter the “District Engineer”) in writing, although the remainder of the *Project* is not complete.

J. The term “*betterment*” shall mean a difference in the design or construction of an element of the *Project* that results from the application of standards that the Government determines exceed those that the Government would otherwise apply to the design or construction of that element. The term does not include any design or construction for features not included in the *Project* as defined in paragraph B. of this Article.

K. The term “*Federal program funds*” shall mean funds provided by a Federal agency, other than the Department of the Army, plus any non-Federal contribution required as a matching share therefor.

L. The term “*Section 1135 Project Limit*” shall mean the \$10,000,000 statutory limitation on the Government’s financial participation in the planning, design, and construction of the *Project* as specified in Section 1135 of the Water Resources Development Act of 1986, Public Law 99-662, as amended (33 U.S.C. 2309a).

M. The term “*Section 1135 Annual Program Limit*” shall mean the statutory limitation on the Government’s annual appropriations for planning, design, and construction of all projects implemented pursuant to Section 1135 of the Water Resources Development Act of 1986, Public Law 99-662, as amended (33 U.S.C. 2309a). As of the effective date of this Agreement, such limitation is \$40,000,000.

N. The term “*fiscal year*” shall mean one year beginning on October 1 and ending on September 30.

O. The term “*non-Federal work*” shall mean evaluating, testing, and procuring logs suitable for construction of the large wood structures including the design, construction, supervision and administration, and other activities associated with design and construction of such work performed by the Non-Federal Sponsor after the effective date of this Agreement. The term also includes *monitoring* performed by the Non-Federal Sponsor. The term does not include the design or construction of *betterments* or the provision of lands, easements, rights-of-way, *relocations*, or the construction of improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material that are associated with the non-Federal work.

P. The term “*fiscal year of the Non-Federal Sponsor*” shall mean one year beginning on July 1 and ending on June 30.

Q. The term “*monitoring*” shall mean activities, including the collection and analysis of data that are necessary to determine if predicted outputs of the *Project* are being achieved.

ARTICLE II - OBLIGATIONS OF THE GOVERNMENT AND THE NON-FEDERAL SPONSOR

A. The Government, subject to receiving funds appropriated by the Congress of the United States (hereinafter the “Congress”) and using those funds and funds provided by the Non-Federal Sponsor, expeditiously shall design and construct the *Project*, except for the *non-Federal work*, applying those procedures usually applied to Federal projects, in accordance with Federal laws, regulations, and policies. The Non-Federal Sponsor expeditiously shall perform the *non-Federal work* in accordance with applicable Federal laws, regulations, and policies.

1. The Government shall not issue the solicitation for the first contract for design of the *Project* or commence design of the *Project* using the Government’s own forces until the Non-Federal Sponsor has confirmed in writing its willingness to proceed with the *Project*.

2. The Government shall develop and coordinate as required, an Environmental Assessment and Finding of No Significant Impact or an Environmental Impact Statement and Record of Decision, as necessary, to inform the public regarding the environmental impacts of the *Project* in accordance with the National Environmental Policy Act of 1969 (42 U.S.C. 4321–4347; hereinafter “NEPA”). However, neither the Government nor the Non-Federal Sponsor shall issue the solicitation for the first construction contract for the *Project* or commence construction of the *Project* using its own forces until all applicable environmental laws and regulations have been complied with, including, but not limited to NEPA and Section 401 of the Clean Water Act (33 U.S.C. 1341).

3. The Government shall afford the Non-Federal Sponsor the opportunity to review and comment on the solicitations for all Government contracts, including relevant plans and specifications, prior to the Government’s issuance of such solicitations. To the extent possible, the Government shall afford the Non-Federal Sponsor the opportunity to review and comment on all proposed contract modifications, including change orders. In any instance where providing the Non-Federal Sponsor with notification of a contract modification is not possible prior to execution of the contract modification, the Government shall provide such notification in writing at the earliest date possible. To the extent possible, the Government also shall afford the Non-Federal Sponsor the opportunity to review and comment on all contract claims prior to resolution thereof. The Government shall consider in good faith the comments of the Non-Federal Sponsor, but the contents of solicitations, award of contracts or commencement of design or construction using the Government’s own forces, execution of contract modifications, resolution of contract claims, and performance of all work on the *Project*, except for the *non-Federal work*, shall be exclusively within the control of the Government.

4. At the time the District Engineer furnishes the contractor with the Government’s Written Notice of Acceptance of Completed Work for each contract awarded by the Government for the *Project*, the District Engineer shall furnish a copy thereof to the Non-Federal Sponsor.

5. The Non-Federal Sponsor shall afford the Government the opportunity to review and comment on the solicitations for all contracts for the *non-Federal work*, including relevant plans and specifications, prior to the Non-Federal Sponsor’s issuance of such solicitations. To the extent possible, the Non-Federal Sponsor shall afford the Government the

opportunity to review and comment on all proposed contract modifications, including change orders. In any instance where providing the Government with notification of a contract modification is not possible prior to execution of the contract modification, the Non-Federal Sponsor shall provide such notification in writing at the earliest date possible. To the extent possible, the Non-Federal Sponsor also shall afford the Government the opportunity to review and comment on all contract claims prior to resolution thereof. The Non-Federal Sponsor shall consider in good faith the comments of the Government but, except as otherwise required in paragraph B.4. of this Article, the contents of solicitations, award of contracts or commencement of design or construction using the Non-Federal Sponsor's own forces, execution of contract modifications, resolution of contract claims, and performance of all work on the *non-Federal work* shall be exclusively within the control of the Non-Federal Sponsor.

6. At the time the Non-Federal Sponsor furnishes a contractor with a notice of acceptance of completed work for each contract awarded by the Non-Federal Sponsor for the *non-Federal work*, the Non-Federal Sponsor shall furnish a copy thereof to the Government.

B. The Non-Federal Sponsor shall contribute 25 percent of *total project costs* in accordance with the provisions of this paragraph.

1. In accordance with Article III of this Agreement, the Non-Federal Sponsor shall provide all lands, easements, and rights-of-way, including those required for *relocations*, the borrowing of material, and the disposal of dredged or excavated material, shall perform or ensure performance of all *relocations*, and shall construct improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material that the Government determines to be required or to be necessary for construction, operation, and maintenance of the *Project*.

2. The Non-Federal Sponsor shall provide funds in accordance with Article V.B. of this Agreement in the amount necessary to meet the Non-Federal Sponsor's required share of 25 percent of *total project costs* if the Government projects at any time that the collective value of the following contributions will be less than such required share: (a) the value of the Non-Federal Sponsor's contributions under paragraph B.1. of this Article as determined in accordance with Article IV of this Agreement; and (b) the value of the Non-Federal Sponsor's contributions under Article XIII.A. of this Agreement.

3. The Government, subject to the availability of funds and as limited by paragraph B.6. of this Article, the *Section 1135 Project Limit*, and the *Section 1135 Annual Program Limit*, shall refund or reimburse to the Non-Federal Sponsor any contributions in excess of 25 percent of *total project costs* if the Government determines at any time that the collective value of the following contributions has exceeded 25 percent of *total project costs*: (a) the value of the Non-Federal Sponsor's contributions under paragraph B.1. of this Article as determined in accordance with Article IV of this Agreement; (b) the value of the Non-Federal Sponsor's contributions under paragraph B.2. of this Article; and (c) the value of the Non-Federal Sponsor's contributions under Article XIII.A. of this Agreement. After such a determination, the Government, in its sole discretion, may acquire any remaining lands, easements, and rights-of-way required for the *Project*, perform any remaining *relocations* necessary for the *Project*, or construct any remaining improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material required for the *Project* on behalf of the Non-Federal Sponsor. Notwithstanding

the acquisition of lands, easements, and rights-of-way, performance of *relocations*, or construction of improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material by the Government under this paragraph, the Non-Federal Sponsor shall be responsible, as between the Government and the Non-Federal Sponsor, for any costs of cleanup and response in accordance with Article XIII.C. of this Agreement.

4. The Government shall determine and include in *total project costs* any costs incurred by the Non-Federal Sponsor for *non-Federal work*, subject to the conditions and limitations of this paragraph. The Non-Federal Sponsor in a timely manner shall provide the Government with such documents as are sufficient to enable the Government to determine the amount of costs to be included in *total project costs* for *non-Federal work*.

a. The Non-Federal Sponsor shall not commence construction of the *non-Federal work* until the designs, detailed plans and specifications, and arrangements for the prosecution of such work have been approved by the Government. Changes proposed by the Non-Federal Sponsor to approved designs and plans and specifications also must be approved by the Government in advance of the related construction. Upon completion of the *non-Federal work*, the Non-Federal Sponsor shall furnish to the Government a copy of all final as-built drawings for the construction portion of such work.

b. *Non-Federal work* shall be subject to an on-site inspection and certification by the Government that the work was accomplished in a satisfactory manner and in accordance with the provisions of this Agreement and is suitable for inclusion in the *Project*.

c. The Non-Federal Sponsor's costs for *non-Federal work* that may be eligible for inclusion in *total project costs* pursuant to this Agreement shall be subject to an audit in accordance with Article IX.C. of this Agreement to determine the reasonableness, allocability, and allowability of such costs.

d. The Non-Federal Sponsor's costs for *non-Federal work* that may be eligible for inclusion in *total project costs* pursuant to this Agreement are not subject to interest charges, nor are they subject to adjustment to reflect changes in price levels between the time the *non-Federal work* is completed and the time the costs are included in *total project costs*.

e. The Government shall not include in *total project costs* any costs for *non-Federal work* paid by the Non-Federal Sponsor using *Federal program funds* unless the Federal agency providing the funds verifies in writing that such funds are authorized to be used to carry out the *Project*.

f. The Government shall not include in *total project costs* any costs for *non-Federal work* in excess of the Government's estimate of the costs of the *non-Federal work* if the work had been accomplished by the Government. In addition, the Government shall not include in *total project costs* any costs for *non-Federal work* that was obtained at no cost to the Non-Federal Sponsor.

g. In the performance of the construction portion of the *non-Federal work*, the Non-Federal Sponsor must comply with applicable Federal labor laws covering non-Federal construction, including, but not limited to, 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-

3708 (labor standards originally enacted as the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, and the Copeland Anti-Kickback Act). Costs for the construction portion of *non-Federal work* may be excluded from *total project costs* by the Government, in whole or in part, as a result of the Non-Federal Sponsor's failure to comply with its obligations under these laws.

5. The Government, in accordance with this paragraph, shall afford credit toward the Non-Federal Sponsor's contribution of funds required under paragraph B.2. of this Article for the costs of the *non-Federal work* determined in accordance with paragraph B.4. of this Article. However, the maximum amount of credit that can be afforded for the *non-Federal work* shall not exceed the least of the following amounts as determined by the Government: the Non-Federal Sponsor's contribution of funds required under paragraph B.2. of this Article or the costs of the *non-Federal work* determined in accordance with paragraph B.4. of this Article.

6. Notwithstanding any other provision of this Agreement, the Non-Federal Sponsor shall not be entitled to reimbursement of any costs of *non-Federal work* determined in accordance with paragraph B.4. of this Article and included in *total project costs* that exceed the amount of credit afforded for the *non-Federal work* determined in accordance with paragraph B.5. of this Article and the Non-Federal Sponsor shall be responsible for 100 percent of all costs of *non-Federal work* included in *total project costs* that exceed the amount of credit afforded.

C. Notwithstanding any other provision of this Agreement, Federal financial participation in the *Project* is limited by the following provisions of this paragraph.

1. In the event the Government projects that the amount of Federal funds the Government will make available to the *Project* through the then-current *fiscal year*, or the amount of Federal funds the Government will make available for the *Project* through the upcoming *fiscal year*, is not sufficient to meet the Federal share of *total project costs* and the Federal share of costs for data recovery activities associated with historic preservation in accordance with Article II.N. of this Agreement that the Government projects to be incurred through the then-current or upcoming *fiscal year*, as applicable, the Government shall notify the Non-Federal Sponsor in writing of such insufficiency of funds and of the date the Government projects that the Federal funds that will have been made available to the *Project* will be exhausted. Upon the exhaustion of Federal funds made available by the Government to the *Project*, future performance under this Agreement shall be suspended and the parties shall proceed in accordance with Article XII.B. of this Agreement.

2. In accordance with Section 1135 of the Water Resources Development Act of 1986, Public Law 99-662, as amended (33 U.S.C. 2309a), the Government's total financial obligations for planning, design, and construction of the *Project* (except for costs incurred on behalf of the Non-Federal Sponsor in accordance with paragraph H. of this Article) shall not exceed the *Section 1135 Project Limit*. Notwithstanding any other provision of this Agreement, the Non-Federal Sponsor shall be responsible for all costs in excess of this limit and shall pay any such costs in accordance with Article V.B. of this Agreement.

3. If the Government determines that the total amount of Federal funds provided by Congress for all projects implemented pursuant to Section 1135 has reached the *Section 1135 Annual Program Limit*, and the Government projects that the Federal funds the Government will

make available to the *Project* within the *Section 1135 Annual Program Limit* will not be sufficient to meet the Federal share of *total project costs* and the Federal share of costs for data recovery activities associated with historic preservation in accordance with Article II.N. of this Agreement, the Government shall notify the Non-Federal Sponsor in writing of such insufficiency of funds and of the date the Government projects that the Federal funds that will have been made available to the *Project* will be exhausted. Upon the exhaustion of Federal funds made available by the Government to the *Project* within the *Section 1135 Annual Program Limit*, future performance under this Agreement shall be suspended and the parties shall proceed in accordance with Article XII.B. of this Agreement.

4. As of the effective date of this Agreement, \$53,460.00 of Federal funds is currently projected to be available for the *Project*. The Government makes no commitment to request Congress to provide additional Federal funds for the *Project*. Further, the Government's financial participation in the *Project* is limited to the Federal funds that the Government makes available to the *Project*.

D. When the District Engineer determines that, except for *monitoring*, the entire *Project*, or a *functional portion of the Project*, is complete, the District Engineer shall so notify the Non-Federal Sponsor in writing and furnish the Non-Federal Sponsor with a final Operation, Maintenance, Repair, Rehabilitation, and Replacement Manual (hereinafter the "OMRR&R Manual") or, if the final OMRR&R Manual is not available, an interim OMRR&R Manual for the entire *Project* or such completed portion. Upon such notification, the Government also shall furnish to the Non-Federal Sponsor a copy of all final as-built drawings for the portion of the *Project* for which the Government awarded a construction contract, or the Government constructed using its own forces, if such drawings are available. Not later than 6 months after such notification by the Government that the entire *Project* is complete, the Government shall furnish the Non-Federal Sponsor with all final as-built drawings for the portion of the *Project* for which the Government awarded a construction contract, or the Government constructed using its own forces, and also shall furnish the Non-Federal Sponsor with the final OMRR&R Manual for the entire *Project*. In the event all final as-built drawings for the portion of the *Project* for which the Government awarded a construction contract, or the Government constructed using its own forces, or the final OMRR&R Manual for the entire *Project* cannot be completed within the 6 month period, the Government shall provide written notice to the Non-Federal Sponsor, and the Government and the Non-Federal Sponsor shall negotiate an acceptable completion date for furnishing such documents. Further, after completion of all contracts for the *Project*, copies of all of the Government's and Non-Federal Sponsor's Written Notices of Acceptance of Completed Work for all contracts for the *Project* that have not been provided to the other party previously shall be provided to the Non-Federal Sponsor and/or the Government, as appropriate.

E. Upon notification from the District Engineer in accordance with paragraph D. of this Article, the Non-Federal Sponsor shall operate, maintain, repair, rehabilitate, and replace the entire *Project*, or the *functional portion of the Project* as the case may be, in accordance with Article VIII of this Agreement.

F. Upon the District Engineer's determination that, except for *monitoring*, the entire *Project* is complete, the Government shall conduct an interim accounting, in accordance with Article V.C. of this Agreement, and furnish the results to the Non-Federal Sponsor. Further, upon conclusion of the *period of design and construction* the Government shall amend the interim

accounting to complete the final accounting, in accordance with Article V.C. of this Agreement, and furnish the results to the Non-Federal Sponsor.

G. The Non-Federal Sponsor shall not use *Federal program funds* to meet any of its obligations for the *Project* under this Agreement unless the Federal agency providing the funds verifies in writing that such funds are authorized to be used to carry out the *Project*.

H. The Non-Federal Sponsor may request the Government to perform or provide, on behalf of the Non-Federal Sponsor, one or more of the services (hereinafter the “additional work”) described in this paragraph. Such requests shall be in writing and shall describe the additional work requested to be performed or provided. If in its sole discretion the Government elects to perform or provide the requested additional work or any portion thereof, it shall so notify the Non-Federal Sponsor in a writing that sets forth any applicable terms and conditions, which must be consistent with this Agreement. In the event of conflict between such a writing and this Agreement, this Agreement shall control. The Non-Federal Sponsor shall be solely responsible for all costs of the additional work performed or provided by the Government under this paragraph and shall pay all such costs in accordance with Article V.D. of this Agreement.

1. Acquisition of lands, easements, and rights-of-way; performance of *relocations*; or construction of improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material for the *Project*. Notwithstanding acquisition of lands, easements, and rights-of-way, performance of *relocations*, or construction of improvements by the Government, the Non-Federal Sponsor shall be responsible, as between the Government and the Non-Federal Sponsor, for any costs of cleanup and response in accordance with Article XIII.C. of this Agreement.

2. Inclusion of *betterments* in the design or construction of the *Project*. In the event the Government elects to include any such *betterments*, the Government shall allocate the costs of the *Project* features that include *betterments* between *total project costs* and the costs of the *betterments*.

I. Prior to completion of construction of the *Project*, the Government, in consultation with the Non-Federal Sponsor and, as appropriate, other concerned agencies, shall finalize the plan for *monitoring* of the *Project*. The *monitoring* plan shall describe the specific parameters to be monitored; how these parameters relate to achieving the desired outcomes; methods for measuring those parameters; frequency and duration of *monitoring* of the *Project*; criteria for measuring the success of the *Project*; preparation and distribution of *monitoring* reports and other coordination requirements; and estimated *monitoring* costs. As of the effective date of this Agreement, the costs of *monitoring* for the *Project* are estimated to be \$122,000.

J. Upon notification from the District Engineer in accordance with paragraph D. of this Article that the *Project* is complete, the Non-Federal Sponsor shall perform *monitoring* of the *Project* in accordance with the *monitoring* plan for a period of 5 consecutive years from the date of such notification. The Non-Federal Sponsor’s performance of *monitoring* shall be concurrent with the Non-Federal Sponsor’s performance of operation, maintenance, repair, rehabilitation, and replacement for the completed *Project*. The *monitoring* of the *Project* by the Non-Federal Sponsor shall end prior to the expiration of such 5 year period upon the occurrence of either of the following events: (1) the award of the next contract for *monitoring* of the *Project*, or

continuation of *monitoring* of the *Project* using the Non-Federal Sponsor's own forces, would result in the costs incurred for *monitoring* of the *Project* exceeding 1 percent of the amount equal to *total project costs* minus the costs for *monitoring* of the *Project*; or (2) the District Engineer determines that continued *monitoring* of the *Project* is not necessary. Any costs of *monitoring* incurred by the Non-Federal Sponsor pursuant to this paragraph shall be included in the costs for *non-Federal work* subject to an audit in accordance with Article IX.C. of this Agreement to determine reasonableness, allocability, and allowability of such costs.

K. The Non-Federal Sponsor shall prevent obstructions or encroachments on the *Project* (including prescribing and enforcing regulations to prevent such obstructions or encroachments) such as any new developments on *Project* lands, easements, and rights-of-way or the addition of facilities which might reduce the outputs produced by the *Project*, hinder operation and maintenance of the *Project*, or interfere with the *Project's* proper function.

L. The Non-Federal Sponsor shall not use the *Project*, or the lands, easements, and rights-of-way required pursuant to Article III of this Agreement, as a wetlands bank or mitigation credit for any other project.

M. In addition to the ongoing, regular discussions of the parties in the delivery of the *Project*, the Government and the Non-federal Sponsor may establish a Project Coordination Team to discuss significant issues or actions. The Government's costs for participation on the Project Coordination Team shall not be included in the design and construction costs that are cost shared. The Non-Federal Sponsor's costs for participation on the Project Coordination Team shall not be included in the design and construction costs that are cost shared and shall be paid solely by the Non-Federal Sponsor without reimbursement or credit by the Government.

N. The Government, as it determines necessary, shall undertake actions associated with historic preservation, including, but not limited to, the identification and treatment of historic properties as those properties are defined in the National Historic Preservation Act (NHPA) of 1966, as amended. All costs incurred by the Government for such work (including the mitigation of adverse effects other than data recovery) shall be included in construction costs and shared in accordance with the provisions of this Agreement. If historic properties are discovered during construction and the effect(s) of construction are determined to be adverse, strategies shall be developed to avoid, minimize or mitigate these adverse effects. In accordance with 54 U.S.C. 312507, up to 1 percent of the total amount authorized to be appropriated for the *Project* may be applied toward data recovery of historic properties and such costs shall be borne entirely by the Government. In the event that costs associated with data recovery of historic properties exceed 1 percent of the total amount authorized to be appropriated for the *Project*, the Government and Non-Federal Sponsor shall consult with each other and reach an agreement on how to fund such data recovery costs. Upon agreement in accordance with 54 U.S.C. 312508, the Government may seek a waiver from the 1 percent limitation under 54 U.S.C. 312507.

O. In carrying out its obligations under this Agreement, the Non-Federal Sponsor shall comply with all the requirements of applicable Federal laws and implementing regulations, including, but not limited to: Section 601 of the Civil Rights Act of 1964 (P.L. 88-352), as amended (42 U.S.C. 2000d), and Department of Defense Directive 5500.11 issued pursuant thereto; the Age Discrimination Act of 1975 (42 U.S.C. 6102); and the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Army Regulation 600-7 issued pursuant thereto.

ARTICLE III - LANDS, EASEMENTS, RIGHTS-OF-WAY,
RELOCATIONS, DISPOSAL AREA IMPROVEMENTS, AND
COMPLIANCE WITH PUBLIC LAW 91-646, AS AMENDED

A. The Government, after consultation with the Non-Federal Sponsor, shall determine the lands, easements, and rights-of-way required for construction, operation, and maintenance of the *Project*, including those required for *relocations*, the borrowing of material, and the disposal of dredged or excavated material. The Government in a timely manner shall provide the Non-Federal Sponsor with general written descriptions, including maps as appropriate, of the lands, easements, and rights-of-way that the Government determines the Non-Federal Sponsor must provide, in detail sufficient to enable the Non-Federal Sponsor to fulfill its obligations under this paragraph, and shall provide the Non-Federal Sponsor with a written notice to proceed with acquisition of such lands, easements, and rights-of-way. Prior to the issuance of the solicitation for each Government contract for construction of the *Project*, or prior to the Government initiating construction of a portion of the *Project* using the Government's own forces, the Non-Federal Sponsor shall acquire all lands, easements, and rights-of-way the Government determines the Non-Federal Sponsor must provide for that work and shall provide the Government with authorization for entry thereto. Furthermore, prior to the end of the *period of design and construction*, the Non-Federal Sponsor shall acquire all lands, easements, and rights-of-way required for construction, operation, and maintenance of the *Project*, as set forth in such descriptions, and shall provide the Government with authorization for entry thereto. The Non-Federal Sponsor shall ensure that lands, easements, and rights-of-way that the Government determines to be required for the *Project* and that were provided by the Non-Federal Sponsor are retained in public ownership for uses compatible with the authorized purposes of the *Project*.

B. The Government, after consultation with the Non-Federal Sponsor, shall determine the *relocations* necessary for construction, operation, and maintenance of the *Project*, including those necessary to enable the borrowing of material or the disposal of dredged or excavated material. The Government in a timely manner shall provide the Non-Federal Sponsor with general written descriptions, including maps as appropriate, of such *relocations* in detail sufficient to enable the Non-Federal Sponsor to fulfill its obligations under this paragraph, and shall provide the Non-Federal Sponsor with a written notice to proceed with such *relocations*. Prior to the issuance of the solicitation for each Government contract for construction of the *Project*, or prior to the Government initiating construction of a portion of the *Project* using the Government's own forces, the Non-Federal Sponsor shall prepare or ensure the preparation of plans and specifications for, and perform or ensure the performance of, all *relocations* the Government determines to be necessary for that work. Furthermore, prior to the end of the *period of design and construction*, the Non-Federal Sponsor shall perform or ensure performance of all *relocations* as set forth in such descriptions.

C. The Government, after consultation with the Non-Federal Sponsor, shall determine the improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material associated with construction, operation, and maintenance of the *Project*. Such improvements may include, but are not necessarily limited to, retaining dikes, wasteweirs, bulkheads, embankments, monitoring features, stilling basins, and de-watering pumps and pipes. The Government in a timely manner shall provide the Non-Federal Sponsor with general written descriptions, including maps as appropriate, of such improvements in detail sufficient to enable the Non-Federal Sponsor to fulfill its obligations under this paragraph, and shall provide the Non-

Federal Sponsor with a written notice to proceed with construction of such improvements. Prior to the issuance of the solicitation for each Government contract for construction of the *Project*, or prior to the Government initiating construction of a portion of the *Project* using the Government's own forces, the Non-Federal Sponsor shall prepare plans and specifications for all improvements the Government determines to be required for the disposal of dredged or excavated material under that contract, submit such plans and specifications to the Government for approval, and provide such improvements in accordance with the approved plans and specifications. Furthermore, prior to the end of the *period of design and construction*, the Non-Federal Sponsor shall provide all improvements set forth in such descriptions.

D. The Non-Federal Sponsor shall comply with the applicable provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, as amended (42 U.S.C. 4601-4655), and the Uniform Regulations contained in 49 C.F.R. Part 24, in acquiring lands, easements, and rights-of-way required for construction, operation, and maintenance of the *Project*, including those required for *relocations*, the borrowing of material, or the disposal of dredged or excavated material, and shall inform all affected persons of applicable benefits, policies, and procedures in connection with said Act.

ARTICLE IV - CREDIT FOR VALUE OF LANDS, EASEMENTS, RIGHTS-OF-WAY, RELOCATIONS, AND DISPOSAL AREA IMPROVEMENTS

A. The Government shall include in *total project costs* and afford credit toward the Non-Federal Sponsor's share of *total project costs* for the value of the lands, easements, and rights-of-way that the Non-Federal Sponsor must provide pursuant to Article III.A. of this Agreement; for the value of the *relocations* that the Non-Federal Sponsor must perform or for which it must ensure performance pursuant to Article III.B. of this Agreement; and for the value of the improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material that the Non-Federal Sponsor must provide pursuant to Article III.C. of this Agreement. However, no amount shall be included in *total project costs*, no credit shall be afforded, and no reimbursement shall be provided for the value of any lands, easements, rights-of-way, *relocations*, or improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material that have been provided previously as an item of cooperation for another Federal project, including the *Existing Project*. In addition, no amount shall be included in *total project costs*, no credit shall be afforded, and no reimbursement shall be provided for the value of lands, easements, rights-of-way, *relocations*, or improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material that were acquired or performed using *Federal program funds* unless the Federal agency providing the funds verifies in writing that such funds are authorized to be used to carry out the *Project*.

B. The Non-Federal Sponsor in a timely manner shall provide the Government with such documents as are sufficient to enable the Government to determine the value of any contribution provided pursuant to Article III.A., Article III.B., or Article III.C. of this Agreement. Upon receipt of such documents, the Government in a timely manner shall determine the value of such contributions for the purpose of including such value in *total project costs* and for determining the amount of credit to be afforded or reimbursement to be provided in accordance with the provisions of this Agreement.

C. For the purposes of determining the value to be included in *total project costs* and the amount of credit to be afforded or reimbursement to be provided in accordance with this Agreement and except as otherwise provided in paragraph G. of this Article, the value of lands, easements, and rights-of-way, including those required for *relocations*, the borrowing of material, and the disposal of dredged or excavated material, shall be the fair market value of the real property interests, plus certain incidental costs of acquiring those interests, as determined in accordance with the provisions of this paragraph.

1. Date of Valuation.

a. The fair market value of lands, easements, or rights-of-way owned by the Non-Federal Sponsor on the effective date of this Agreement shall be the fair market value of such real property interests as of the date the Non-Federal Sponsor provides the Government with authorization for entry thereto. However, for lands, easements, or rights-of-way owned by the Non-Federal Sponsor on the effective date of this Agreement that are required for the *non-Federal work*, fair market value shall be the value of such real property interests as of the date the Non-Federal Sponsor awarded the first construction contract for the *non-Federal work*, or, if the Non-Federal Sponsor performed the construction with its own forces, the date that the Non-Federal Sponsor began construction of the *non-Federal work*.

b. The fair market value of lands, easements, or rights-of-way acquired by the Non-Federal Sponsor after the effective date of this Agreement shall be the fair market value of such real property interests at the time the interests are acquired.

2. General Valuation Procedure. Except as provided in paragraph C.3. or paragraph C.5. of this Article, the fair market value of lands, easements, or rights-of-way shall be determined in accordance with the provisions of this paragraph.

a. The Non-Federal Sponsor shall obtain, for each real property interest, an appraisal that is prepared by a qualified appraiser who is acceptable to the Non-Federal Sponsor and the Government. The Non-Federal Sponsor shall provide the Government with the appraisal no later than 6 months after the Non-Federal Sponsor provides the Government with an authorization for entry for such real property interest. The appraisal must be prepared in accordance with the applicable rules of just compensation, as specified by the Government. The fair market value shall be the amount set forth in the Non-Federal Sponsor's appraisal, if such appraisal is approved by the Government. In the event the Government does not approve the Non-Federal Sponsor's appraisal, the Non-Federal Sponsor may obtain a second appraisal, and the fair market value shall be the amount set forth in the Non-Federal Sponsor's second appraisal, if such appraisal is approved by the Government. In the event the Government does not approve the Non-Federal Sponsor's second appraisal, the Non-Federal Sponsor chooses not to obtain a second appraisal, or the Non-Federal Sponsor does not provide the first appraisal as required in this paragraph, the Government shall obtain an appraisal, and the fair market value shall be the amount set forth in the Government's appraisal, if such appraisal is approved by the Non-Federal Sponsor. In the event the Non-Federal Sponsor does not approve the Government's appraisal, the Government, after consultation with the Non-Federal Sponsor, shall consider the Government's and the Non-Federal Sponsor's appraisals and determine an amount based thereon, which shall be deemed to be the fair market value.

b. Where the amount paid or proposed to be paid by the Non-Federal Sponsor for the real property interest exceeds the amount determined pursuant to paragraph C.2.a. of this Article, the Government, at the request of the Non-Federal Sponsor, shall consider all factors relevant to determining fair market value and, in its sole discretion, after consultation with the Non-Federal Sponsor, may approve in writing an amount greater than the amount determined pursuant to paragraph C.2.a. of this Article, but not to exceed the amount actually paid or proposed to be paid. If the Government approves such an amount, the fair market value shall be the lesser of the approved amount or the amount paid by the Non-Federal Sponsor, but no less than the amount determined pursuant to paragraph C.2.a. of this Article.

3. Eminent Domain Valuation Procedure. For lands, easements, or rights-of-way acquired by eminent domain proceedings instituted after the effective date of this Agreement, the Non-Federal Sponsor, prior to instituting such proceedings, shall submit to the Government notification in writing of its intent to institute such proceedings and an appraisal of the specific real property interests to be acquired in such proceedings. The Government shall have 60 calendar days after receipt of such a notice and appraisal within which to review the appraisal, if not previously approved by the Government in writing.

a. If the Government previously has approved the appraisal in writing, or if the Government provides written approval of, or takes no action on, the appraisal within such 60 day period, the Non-Federal Sponsor shall use the amount set forth in such appraisal as the estimate of just compensation for the purpose of instituting the eminent domain proceeding.

b. If the Government provides written disapproval of the appraisal, including the reasons for disapproval, within such 60 day period, the Government and the Non-Federal Sponsor shall consult in good faith to promptly resolve the issues or areas of disagreement that are identified in the Government's written disapproval. If, after such good faith consultation, the Government and the Non-Federal Sponsor agree as to an appropriate amount, then the Non-Federal Sponsor shall use that amount as the estimate of just compensation for the purpose of instituting the eminent domain proceeding. If, after such good faith consultation, the Government and the Non-Federal Sponsor cannot agree as to an appropriate amount, then the Non-Federal Sponsor may use the amount set forth in its appraisal as the estimate of just compensation for the purpose of instituting the eminent domain proceeding.

c. For lands, easements, or rights-of-way acquired by eminent domain proceedings instituted in accordance with paragraph C.3. of this Article, fair market value shall be either the amount of the court award for the real property interests taken, to the extent the Government determined such interests are required for construction, operation, and maintenance of the *Project*, or the amount of any stipulated settlement or portion thereof that the Government approves in writing.

4. Incidental Costs. For lands, easements, or rights-of-way acquired by the Non-Federal Sponsor within a five year period preceding the effective date of this Agreement, or at any time after the effective date of this Agreement, the value of the interest shall include the documented incidental costs of acquiring the interest, as determined by the Government, subject to an audit in accordance with Article IX.B. of this Agreement to determine reasonableness, allocability, and allowability of such costs. In the event the Government modifies its determination made pursuant to Article III.A. of this Agreement, the Government shall afford

credit for the documented incidental costs associated with preparing to acquire the lands, easements, or rights-of-way identified in the original determination, subject to an audit in accordance with Article IX.B. of this Agreement to determine reasonableness, allocability, and allowability of such costs. Such incidental costs shall include, but not necessarily be limited to, closing and title costs, appraisal costs, survey costs, attorney's fees, plat maps, mapping costs, actual amounts expended for payment of any relocation assistance benefits provided in accordance with Article III.D. of this Agreement, and other payments by the Non-Federal Sponsor for items that are generally recognized as compensable, and required to be paid, by applicable state law due to the acquisition of a real property interest in accordance with Article III of this Agreement. The value of the interests provided by the Non-Federal Sponsor in accordance with Article III.A. of this Agreement also shall include the documented costs of obtaining appraisals pursuant to paragraph C.2. of this Article, as determined by the Government, and subject to an audit in accordance with Article IX.B. of this Agreement to determine reasonableness, allocability, and allowability of such costs.

5. Waiver of Appraisal. Except as required by paragraph C.3. of this Article, the Government may waive the requirement for an appraisal pursuant to this paragraph if it determines that an appraisal is unnecessary because the valuation is uncomplicated and that the estimated fair market value of the real property interest is \$10,000 or less based upon a review of available data. In such event, the Government and the Non-Federal Sponsor must agree in writing to the value of such real property interest in an amount not in excess of \$10,000.

D. After consultation with the Non-Federal Sponsor, the Government shall determine the value of *relocations* in accordance with the provisions of this paragraph.

1. For a *relocation* other than a *highway*, the value shall be only that portion of *relocation* costs that the Government determines is necessary to provide a functionally equivalent facility, reduced by depreciation, as applicable, and by the salvage value of any removed items.

2. For a *relocation* of a *highway*, the value shall be only that portion of *relocation* costs that would be necessary to accomplish the *relocation* in accordance with the design standard that the State of California would apply under similar conditions of geography and traffic load, reduced by the salvage value of any removed items.

3. *Relocation* costs shall include, but not necessarily be limited to, actual costs of performing the *relocation*; planning, engineering and design costs; supervision and administration costs; and documented incidental costs associated with performance of the *relocation*, as determined by the Government. *Relocation* costs shall not include any costs due to *betterments*, as determined by the Government, nor any additional cost of using new material when suitable used material is available. *Relocation* costs shall be subject to an audit in accordance with Article IX.B. of this Agreement to determine reasonableness, allocability, and allowability of such costs.

E. The value of the improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material shall be the costs of the improvements, as determined by the Government, subject to an audit in accordance with Article IX.B. of this Agreement to determine reasonableness, allocability, and allowability of such costs. Such costs shall include, but not necessarily be limited to, actual costs of providing the improvements; planning, engineering and design costs; supervision and administration costs; and documented

incidental costs associated with providing the improvements, but shall not include any costs due to *betterments*, as determined by the Government.

F. Any credit afforded or reimbursement provided under the terms of this Agreement for the value of *relocations*, or improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material, performed within the *Project* boundaries is subject to satisfactory compliance with applicable Federal labor laws covering non-Federal construction, including, but not limited to, 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (labor standards originally enacted as the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, and the Copeland Anti-Kickback Act). Notwithstanding any other provision of this Agreement, credit or reimbursement may be withheld, in whole or in part, as a result of the Non-Federal Sponsor's failure to comply with its obligations under these laws.

G. Where the Government, on behalf of the Non-Federal Sponsor pursuant to Article II.H.1. of this Agreement, acquires lands, easements, or rights-of-way, performs *relocations*, or constructs improvements required on lands, easements, or rights-of-way to enable the disposal of dredged or excavated material, the value to be included in *total project costs* and the amount of credit to be afforded or the amount of reimbursement provided in accordance with this Agreement shall be the costs of such work performed or provided by the Government that are paid by the Non-Federal Sponsor in accordance with Article V.D. of this Agreement. In addition, the value to be included in *total project costs* and the amount of such credit to be afforded or the amount of reimbursement provided in accordance with this Agreement shall include the documented costs incurred by the Non-Federal Sponsor in accordance with the terms and conditions agreed upon in writing pursuant to Article II.H.1. of this Agreement subject to an audit in accordance with Article IX.C. of this Agreement to determine reasonableness, allocability, and allowability of such costs.

ARTICLE V - METHOD OF PAYMENT

A. In accordance with the provisions of this paragraph, the Government shall maintain current records and provide to the Non-Federal Sponsor current projections of costs, financial obligations, contributions provided by the parties, the value included in *total project costs* for lands, easements, rights-of-way, *relocations*, and improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material determined in accordance with Article IV of this Agreement, the costs included in *total project costs* for the *non-Federal work* determined in accordance with Article II.B.4. of this Agreement, and the credit to be afforded for the *non-Federal work* pursuant to Article II.B.5. of this Agreement.

1. As of the effective date of this Agreement, *total project costs* are projected to be \$6,381,546; the value included in *total project costs* for lands, easements, rights-of-way, *relocations*, and improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material determined in accordance with Article IV of this Agreement is projected to be \$830,546; the value of the Non-Federal Sponsor's contributions under Article XIII.A. of this Agreement is projected to be \$0; the Non-Federal Sponsor's contribution of funds required by Article II.B.2. of this Agreement is projected to be \$764,841; the costs included in *total project costs* for the *non-Federal work* determined in accordance with Article II.B.4. of this Agreement are projected to be \$580,000; the credit to be afforded for the

non-Federal work pursuant to Article II.B.5. of this Agreement is projected to be \$580,000; the Non-Federal Sponsor's contribution of funds required by Article II.C.2. of this Agreement is projected to be \$0; the *non-Federal proportionate share* is projected to be 14 percent; the Non-Federal Sponsor's contribution of funds required by Article II.N. of this Agreement is projected to be \$0. These amounts and percentage are estimates subject to adjustment by the Government, after consultation with the Non-Federal Sponsor, and are not to be construed as the total financial responsibilities of the Government and the Non-Federal Sponsor.

2. By September 30, 2017 and by each quarterly anniversary thereof until the conclusion of the *period of design and construction* and resolution of all relevant claims and appeals and eminent domain proceedings, the Government shall provide the Non-Federal Sponsor with a report setting forth all contributions provided to date and the current projections of the following: *total project costs*; the value included in *total project costs* for lands, easements, rights-of-way, *relocations*, and improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material determined in accordance with Article IV of this Agreement; the value of the Non-Federal Sponsor's contributions under Article XIII.A. of this Agreement; the Non-Federal Sponsor's total contribution of funds required by Article II.B.2. of this Agreement; the costs included in *total project costs* for the *non-Federal work* determined in accordance with Article II.B.4. of this Agreement; the credit to be afforded for the *non-Federal work* pursuant to Article II.B.5. of this Agreement; the Non-Federal Sponsor's contribution of funds required by Article II.C.2. of this Agreement; the *non-Federal proportionate share*; the Non-Federal Sponsor's total contribution of funds required by Article II.N. of this Agreement; the total contribution of funds required from the Non-Federal Sponsor for the upcoming contract and upcoming *fiscal year*; and the Government's total financial obligations for additional work incurred and the Non-Federal Sponsor's contribution of funds for such costs required by Article II.H. of this Agreement.

B. The Non-Federal Sponsor shall provide the contributions of funds required by Article II.B.2., Article II.C.2., and Article II.N. of this Agreement in accordance with the provisions of this paragraph.

1. Not less than 30 calendar days prior to the scheduled date for issuance of the solicitation for the first contract for design of the *Project* or commencement of design of the *Project* using the Government's own forces, the Government shall notify the Non-Federal Sponsor in writing of such scheduled date and the funds the Government determines to be required from the Non-Federal Sponsor, after consideration of any credit the Government projects will be afforded for the *non-Federal work* pursuant to Article II.B.5. of this Agreement, to meet: (a) the *non-Federal proportionate share of financial obligations for design and construction* incurred prior to the commencement of the *period of design and construction*; (b) the projected *non-Federal proportionate share of financial obligations for design and construction* to be incurred for such contract; (c) the projected *non-Federal proportionate share of financial obligations for design and construction* using the Government's own forces through the first *fiscal year of the Non-Federal Sponsor*; (d) the Non-Federal Sponsor's share of the projected financial obligations for data recovery activities associated with historic preservation pursuant to Article II.N. of this Agreement to be incurred for such contract; and (e) the Non-Federal Sponsor's share of the projected financial obligations for data recovery activities associated with historic preservation pursuant to Article II.N. of this Agreement using the Government's own forces through the first *fiscal year of the Non-Federal Sponsor*. Not later

than such scheduled date, the Non-Federal Sponsor shall provide the Government with the full amount of such required funds by delivering a check payable to “FAO, USAED, San Francisco District, L3” to the District Engineer, or verifying to the satisfaction of the Government that the Non-Federal Sponsor has deposited such required funds in an escrow or other account acceptable to the Government, with interest accruing to the Non-Federal Sponsor, or providing an Electronic Funds Transfer of such required funds in accordance with procedures established by the Government.

2. Thereafter, until the construction of the *Project* is complete, the Government shall notify the Non-Federal Sponsor in writing of the funds the Government determines to be required from the Non-Federal Sponsor, and the Non-Federal Sponsor shall provide such funds in accordance with the provisions of this paragraph.

a. The Government shall notify the Non-Federal Sponsor in writing, no later than 60 calendar days prior to the scheduled date for issuance of the solicitation for each remaining contract for the *Project*, of the funds the Government determines to be required from the Non-Federal Sponsor, after consideration of any credit the Government projects will be afforded for the *non-Federal work* pursuant to Article II.B.5. of this Agreement, to meet: (a) the projected *non-Federal proportionate share of financial obligations for design and construction* to be incurred for such contract and (b) the Non-Federal Sponsor’s share of the projected financial obligations for data recovery activities associated with historic preservation pursuant to Article II.N. of this Agreement to be incurred for such contract. No later than such scheduled date, the Non-Federal Sponsor shall make the full amount of such required funds available to the Government through any of the payment mechanisms specified in paragraph B.1. of this Article.

b. The Government shall notify the Non-Federal Sponsor in writing, no later than 60 calendar days prior to the beginning of each *fiscal year of the Non-Federal Sponsor* in which the Government projects that it will make *financial obligations for design and construction* of the *Project* using the Government’s own forces or financial obligations for data recovery activities associated with historic preservation pursuant to Article II.N. of this Agreement using the Government’s own forces, of the funds the Government determines to be required from the Non-Federal Sponsor, after consideration of any credit the Government projects will be afforded for the *non-Federal work* pursuant to Article II.B.5. of this Agreement, to meet: (a) the projected *non-Federal proportionate share of financial obligations for design and construction* using the Government’s own forces for that *fiscal year of the Non-Federal Sponsor* and (b) the Non-Federal Sponsor’s share of the projected financial obligations for data recovery activities associated with historic preservation pursuant to Article II.N. of this Agreement using the Government’s own forces for that *fiscal year of the Non-Federal Sponsor*. No later than 30 calendar days prior to the beginning of that *fiscal year of the Non-Federal Sponsor*, the Non-Federal Sponsor shall make the full amount of such required funds for that *fiscal year of the Non-Federal Sponsor* available to the Government through any of the payment mechanisms specified in paragraph B.1. of this Article.

3. The Government shall draw from the funds provided by the Non-Federal Sponsor such sums as the Government deems necessary, after consideration of any credit the Government projects will be afforded for the *non-Federal work* pursuant to Article II.B.5. of this Agreement, to cover: (a) the *non-Federal proportionate share of financial obligations for design and construction* incurred prior to the commencement of the *period of design and construction*;

(b) the *non-Federal proportionate share of financial obligations for design and construction* as *financial obligations for design and construction* are incurred; and (c) the Non-Federal Sponsor's share of financial obligations for data recovery activities associated with historic preservation pursuant to Article II.N. of this Agreement as those financial obligations are incurred. If at any time the Government determines that additional funds will be needed from the Non-Federal Sponsor to cover the Non-Federal Sponsor's share of such financial obligations for the current contract or to cover the Non-Federal Sponsor's share of such financial obligations for work performed using the Government's own forces in the current *fiscal year of the Non-Federal Sponsor*, the Government shall notify the Non-Federal Sponsor in writing of the additional funds required and provide an explanation of why additional funds are required. Within 60 calendar days from receipt of such notice, the Non-Federal Sponsor shall provide the Government with the full amount of such additional required funds through any of the payment mechanisms specified in paragraph B.1. of this Article.

C. Upon the District Engineer's determination that, except for *monitoring*, the entire *Project* is complete and all relevant claims and appeals and eminent domain proceedings have been resolved, the Government shall conduct an interim accounting and furnish the results to the Non-Federal Sponsor. Further, upon conclusion of the *period of design and construction* and resolution of all relevant claims and appeals and eminent domain proceedings, the Government shall amend the interim accounting to complete the final accounting and furnish the results to the Non-Federal Sponsor. If outstanding relevant claims and appeals or eminent domain proceedings prevent a final accounting from being conducted in a timely manner, the Government shall conduct an interim accounting or amend the previous interim accounting, as applicable, and furnish the Non-Federal Sponsor with written notice of the results of such interim or amended interim accounting, as applicable. Once all outstanding relevant claims and appeals and eminent domain proceedings are resolved, the Government shall complete the final accounting and furnish the Non-Federal Sponsor with written notice of the results of such final accounting. The interim or final accounting, as applicable, shall determine *total project costs* and the costs of any data recovery activities associated with historic preservation. In addition, for each set of costs, the interim or final accounting, as applicable, shall determine each party's required share thereof, and each party's total contributions thereto as of the date of such accounting.

1. Should the interim or final accounting, as applicable, show that the Non-Federal Sponsor's total required shares of *total project costs* and the costs of any data recovery activities associated with historic preservation exceed the Non-Federal Sponsor's total contributions provided thereto, the Non-Federal Sponsor, no later than 90 calendar days after receipt of written notice from the Government, shall make a payment to the Government in an amount equal to the difference by delivering a check payable to "FAO, USAED, San Francisco District, L3" to the District Engineer or providing an Electronic Funds Transfer in accordance with procedures established by the Government.

2. Should the interim or final accounting, as applicable, show that the total contributions provided by the Non-Federal Sponsor for *total project costs* and the costs of any data recovery activities associated with historic preservation exceed the Non-Federal Sponsor's total required shares thereof, the Government, subject to the availability of funds and as limited by Article II.B.6. of this Agreement, the *Section 1135 Project Limit*, and the *Section 1135 Annual Program Limit*, shall refund or reimburse the excess amount to the Non-Federal Sponsor within 90 calendar days of the date of completion of such accounting. In the event the Non-Federal

Sponsor is due a refund or reimbursement and funds are not available to refund or reimburse the excess amount to the Non-Federal Sponsor, the Government shall seek such appropriations as are necessary to make the refund or reimbursement.

D. The Non-Federal Sponsor shall provide the contribution of funds required by Article II.H. of this Agreement for additional work in accordance with the provisions of this paragraph.

1. Not less than 60 calendar days prior to the scheduled date for the first financial obligation for additional work, the Government shall notify the Non-Federal Sponsor in writing of such scheduled date and of the full amount of funds the Government determines to be required from the Non-Federal Sponsor to cover the costs of the additional work. No later than 30 calendar days prior to the Government incurring any financial obligation for additional work, the Non-Federal Sponsor shall provide the Government with the full amount of the funds required to cover the costs of such additional work through any of the payment mechanisms specified in paragraph B.1. of this Article.

2. The Government shall draw from the funds provided by the Non-Federal Sponsor such sums as the Government deems necessary to cover the Government's financial obligations for such additional work as they are incurred. If at any time the Government determines that the Non-Federal Sponsor must provide additional funds to pay for such additional work, the Government shall notify the Non-Federal Sponsor in writing of the additional funds required and provide an explanation of why additional funds are required. Within 30 calendar days from receipt of such notice, the Non-Federal Sponsor shall provide the Government with the full amount of such additional required funds through any of the payment mechanisms specified in paragraph B.1. of this Article.

3. At the time the Government conducts the interim or final accounting, as applicable, the Government shall conduct an accounting of the Government's financial obligations incurred for additional work and furnish the Non-Federal Sponsor with written notice of the results of such accounting. If outstanding relevant claims and appeals or eminent domain proceedings prevent a final accounting of such financial obligations for additional work from being conducted in a timely manner, the Government shall conduct an interim accounting of such financial obligations for additional work and furnish the Non-Federal Sponsor with written notice of the results of such interim accounting. Once all outstanding relevant claims and appeals and eminent domain proceedings are resolved, the Government shall amend the interim accounting of such financial obligations for additional work to complete the final accounting of such financial obligations for additional work and furnish the Non-Federal Sponsor with written notice of the results of such final accounting. Such interim or final accounting, as applicable, shall determine the Government's total financial obligations for additional work and the Non-Federal Sponsor's contribution of funds provided thereto as of the date of such accounting.

ARTICLE VI - DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative

dispute resolution with a qualified third party acceptable to both parties. Each party shall pay an equal share of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

ARTICLE VII - OPERATION, MAINTENANCE, REPAIR, REHABILITATION, AND REPLACEMENT (OMRR&R)

A. Upon receipt of the notification from the District Engineer in accordance with Article II.D. of this Agreement and for so long as the *Project* remains authorized, the Non-Federal Sponsor, pursuant to Article II.E. of this Agreement, shall operate, maintain, repair, rehabilitate, and replace the entire *Project* or *functional portion of the Project*, at no cost to the Government. The Non-Federal Sponsor shall conduct its operation, maintenance, repair, rehabilitation, and replacement responsibilities in a manner compatible with the *Project's* authorized purposes and in accordance with applicable Federal and State laws as provided in Article II.O. of this Agreement and specific directions prescribed by the Government in the interim or final OMRR&R Manual and any subsequent amendments thereto.

B. The Non-Federal Sponsor hereby gives the Government a right to enter, at reasonable times and in a reasonable manner, upon property that the Non-Federal Sponsor now or hereafter owns or controls for access to the *Project* for the purpose of inspection and, if necessary, for the purpose of completing, operating, maintaining, repairing, rehabilitating, or replacing the *Project*. If an inspection shows that the Non-Federal Sponsor for any reason is failing to perform its obligations under this Agreement, the Government shall send a written notice describing the non-performance to the Non-Federal Sponsor. If, after 30 calendar days from receipt of such written notice by the Government, the Non-Federal Sponsor continues to fail to perform, then the Government shall have the right to enter, at reasonable times and in a reasonable manner, upon property that the Non-Federal Sponsor now or hereafter owns or controls for the purpose of completing, operating, maintaining, repairing, rehabilitating, or replacing the *Project*. No completion, operation, maintenance, repair, rehabilitation, or replacement by the Government shall relieve the Non-Federal Sponsor of responsibility to meet the Non-Federal Sponsor's obligations as set forth in this Agreement, or to preclude the Government from pursuing any other remedy at law or equity to ensure faithful performance pursuant to this Agreement.

ARTICLE VIII – HOLD AND SAVE

Subject to the provisions of Article XVIII of this Agreement, the Non-Federal Sponsor shall hold and save the Government free from all damages arising from design, construction, *monitoring*, operation, maintenance, repair, rehabilitation, and replacement of the *Project* and any *betterments*, except for damages due to the fault or negligence of the Government or its contractors.

ARTICLE IX - MAINTENANCE OF RECORDS AND AUDIT

A. The parties shall develop procedures for the maintenance by the Non-Federal Sponsor of books, records, documents, or other evidence pertaining to costs and expenses for a minimum of

three years after the final accounting. The Non-Federal Sponsor shall assure that such materials are reasonably available for examination, audit, or reproduction by the Government.

B. The Government may conduct, or arrange for the conduct of, audits of the Project. Government audits shall be conducted in accordance with applicable Government cost principles and regulations. The Government's costs of audits shall not be included in total project costs.

C. To the extent permitted under applicable Federal laws and regulations, the Government shall allow the Non-Federal Sponsor to inspect books, records, documents, or other evidence pertaining to costs and expenses maintained by the Government, or at the request of the Non-Federal Sponsor, provide to the Non-Federal Sponsor or independent auditors any such information necessary to enable an audit of the Non-Federal Sponsor's activities under this Agreement. The costs of non-Federal audits shall be paid solely by the Non-Federal Sponsor without reimbursement or credit by the Government.

ARTICLE X - RELATIONSHIP OF PARTIES

A. In the exercise of their respective rights and obligations under this Agreement, the Government and the Non-Federal Sponsor each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other.

B. In the exercise of its rights and obligations under this Agreement, neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights the other party may have to seek relief or redress against that contractor either pursuant to any cause of action that the other party may have or for violation of any law.

ARTICLE XI - TERMINATION OR SUSPENSION

A. If at any time the Non-Federal Sponsor fails to fulfill its obligations under this Agreement, the Assistant Secretary of the Army (Civil Works) shall terminate this Agreement or suspend future performance under this Agreement unless the Assistant Secretary of the Army (Civil Works) determines that continuation of work on the *Project* is in the interest of the United States or is necessary in order to satisfy agreements with any other non-Federal interests in connection with the *Project*.

B. In the event future performance under this Agreement is suspended pursuant to Article II.C. of this Agreement, such suspension shall remain in effect until such time that the Government notifies the Non-Federal Sponsor in writing that sufficient Federal funds are available to meet the Federal share of *total project costs* and the Federal share of costs for data recovery activities associated with historic preservation in accordance with Article II.N. of this Agreement the Government projects to be incurred through the then-current or upcoming *fiscal year*, or the Government or the Non-Federal Sponsor elects to terminate this Agreement.

C. In the event that the Government and the Non-Federal Sponsor determine to suspend future performance under this Agreement in accordance with Article XIII.C. of this Agreement, such suspension shall remain in effect until the Government and the Non-Federal Sponsor agree

to proceed or to terminate this Agreement. In the event that the Government suspends future performance under this Agreement in accordance with Article XIII.C. of this Agreement due to failure to reach agreement with the Non-Federal Sponsor on whether to proceed or to terminate this Agreement, or the failure of the Non-Federal Sponsor to provide funds to pay for cleanup and response costs or to otherwise discharge the Non-Federal Sponsor's responsibilities under Article XIII.C. of this Agreement, such suspension shall remain in effect until: 1) the Government and Non-Federal Sponsor reach agreement on how to proceed or to terminate this Agreement; 2) the Non-Federal Sponsor provides funds necessary to pay for cleanup and response costs and otherwise discharges its responsibilities under Article XIII.C. of this Agreement; 3) the Government continues work on the *Project*; or 4) the Government terminates this Agreement in accordance with the provisions of Article XIII.C. of this Agreement.

D. If after completion of the design portion of the *Project* the parties mutually agree in writing not to proceed with construction of the *Project*, the parties shall conclude their activities relating to the *Project* and conduct an accounting in accordance with Article V.C. of this Agreement.

E. In the event that this Agreement is terminated pursuant to this Article or Article XIII.C. of this Agreement, both parties shall conclude their activities relating to the *Project* and conduct an accounting in accordance with Article V.C. of this Agreement. To provide for this eventuality, the Government may reserve a percentage of total Federal funds made available for the *Project* and an equal percentage of the total funds contributed by the Non-Federal Sponsor in accordance with Article II.B.2., Article II.C.2., and Article II.N. of this Agreement as a contingency to pay costs of termination, including any costs of resolution of contract claims and contract modifications.

F. Any termination of this Agreement or suspension of future performance under this Agreement in accordance with this Article or Article II.C. or Article XIII.C. of this Agreement shall not relieve the parties of liability for any obligation previously incurred. Any delinquent payment owed by the Non-Federal Sponsor shall be charged interest at a rate, to be determined by the Secretary of the Treasury, equal to 150 per centum of the average bond equivalent rate of the 13 week Treasury bills auctioned immediately prior to the date on which such payment became delinquent, or auctioned immediately prior to the beginning of each additional 3 month period if the period of delinquency exceeds 3 months.

ARTICLE XII - HAZARDOUS SUBSTANCES

A. After execution of this Agreement and upon direction by the District Engineer, the Non-Federal Sponsor shall perform, or ensure performance of, any investigations for hazardous substances that the Government or the Non-Federal Sponsor determines to be necessary to identify the existence and extent of any hazardous substances regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601-9675; hereinafter "CERCLA"), that may exist in, on, or under lands, easements, and rights-of-way that the Government determines, pursuant to Article III of this Agreement, to be required for construction, operation, and maintenance of the *Project*. However, for lands, easements, and rights-of-way that the Government determines to be subject to the navigation servitude, only the Government shall perform such investigations unless the District Engineer provides the Non-Federal Sponsor with

prior specific written direction, in which case the Non-Federal Sponsor shall perform such investigations in accordance with such written direction.

B. In the event it is discovered through any investigation for hazardous substances or other means that hazardous substances regulated under CERCLA exist in, on, or under any lands, easements, or rights-of-way that the Government determines, pursuant to Article III of this Agreement, to be required for construction, operation, and maintenance of the *Project*, the Non-Federal Sponsor and the Government, in addition to providing any other notice required by applicable law, shall provide prompt written notice to each other, and the Non-Federal Sponsor shall not proceed with the acquisition of the real property interests until the parties agree that the Non-Federal Sponsor should proceed.

C. The Government and the Non-Federal Sponsor shall determine whether to initiate construction of the *Project*, or, if already in construction, whether to continue with construction of the *Project*, suspend future performance under this Agreement, or terminate this Agreement for the convenience of the Government, in any case where hazardous substances regulated under CERCLA are found to exist in, on, or under any lands, easements, or rights-of-way that the Government determines, pursuant to Article III of this Agreement, to be required for construction, operation, and maintenance of the *Project*. Should the Government and the Non-Federal Sponsor determine to initiate or continue with construction of the *Project* after considering any liability that may arise under CERCLA, the Non-Federal Sponsor shall be responsible, as between the Government and the Non-Federal Sponsor, for the costs of cleanup and response, including the costs of any studies and investigations necessary to determine an appropriate response to the contamination. Such costs shall not be considered a part of *total project costs*. In the event the Non-Federal Sponsor does not reach agreement with the Government on whether to proceed or to terminate this Agreement under this paragraph, or fails to provide any funds necessary to pay for cleanup and response costs or to otherwise discharge the Non-Federal Sponsor's responsibilities under this paragraph upon direction by the Government, the Government, in its sole discretion, may either terminate this Agreement for the convenience of the Government, suspend future performance under this Agreement, or continue work on the *Project*.

D. The Non-Federal Sponsor and the Government shall consult with each other in accordance with Article V of this Agreement in an effort to ensure that responsible parties bear any necessary cleanup and response costs as defined in CERCLA. Any decision made pursuant to paragraph C. of this Article shall not relieve any third party from any liability that may arise under CERCLA.

E. As between the Government and the Non-Federal Sponsor, the Non-Federal Sponsor shall be considered the operator of the *Project* for purposes of CERCLA liability. To the maximum extent practicable, the Non-Federal Sponsor shall operate, maintain, repair, rehabilitate, and replace the *Project* in a manner that will not cause liability to arise under CERCLA.

ARTICLE XIII - NOTICES

A. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or sent by telegram or mailed by first-class, registered, or certified mail, as follows:

If to the Non-Federal Sponsor:

Sonoma County Water Agency
General Manager
404 Aviation Boulevard
Santa Rosa, CA 95403

If to the Government:

U.S. Army Corps of Engineers
San Francisco District
Deputy for Project Management
1455 Market St., 16th floor
San Francisco, CA 94103-1398

B. A party may change the recipient or address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

C. Any notice, request, demand, or other communication made pursuant to this Article shall be deemed to have been received by the addressee at the earlier of such time as it is actually received or seven calendar days after it is mailed.

ARTICLE XIV - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

ARTICLE XV - THIRD PARTY RIGHTS, BENEFITS, OR LIABILITIES

Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not party to this Agreement.

ARTICLE XVI - OBLIGATIONS OF FUTURE APPROPRIATIONS

A. Nothing herein shall constitute, nor be deemed to constitute, an obligation of future appropriations by the Board of Directors of the Sonoma County Water Agency of Sonoma County, California, where creating such an obligation would be inconsistent with Section 53-11 of Chapter 53 of the California Water Code Appendix.

B. The Non-Federal Sponsor intends to fulfill its obligations under this Agreement. The Non-Federal Sponsor shall include in its budget request or otherwise propose appropriations of funds in amounts sufficient to fulfill these obligations for that year, and shall use all reasonable and lawful means to secure those appropriations. The Non-Federal Sponsor reasonably believes that funds in amounts sufficient to fulfill these obligations lawfully can and will be appropriated and made available for this purpose. In the event funds are not appropriated in amounts sufficient to fulfill these obligations, the Non-Federal Sponsor shall use its best efforts to satisfy any requirements for payments or contributions of funds under this Agreement from any other source of funds legally available for this purpose. Further, if the Non-Federal Sponsor is unable to fulfill these obligations, the Government may exercise any legal rights it has to protect the Government's interests related to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Engineer.

DEPARTMENT OF THE ARMY

SONOMA COUNTY WATER AGENCY

BY: _____
John C. Morrow
Lieutenant Colonel, US Army
District Engineer

BY: _____
Shirlee Zane
Chair, Board of Directors

DATE: _____

DATE: _____

SONOMA COUNTY WATER AGENCY

BY: _____
Grant Davis
General Manager

DATE: _____

CERTIFICATE OF AUTHORITY

I, Adam Brand, do hereby certify that I am the principal legal officer of the Sonoma County Water Agency, that the Sonoma County Water Agency is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the Department of the Army and the Sonoma County Water Agency in connection with the Continuing Authorities Program Section 1135 Dry Creek, California Ecosystem Restoration Project, and to pay damages, if necessary, in the event of the failure to perform in accordance with the terms of this Agreement and that the persons who have executed this Agreement on behalf of the Sonoma County Water Agency have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this _____ day of _____ 20_____.

Adam Brand
Deputy County Counsel

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Shirlee Zane
Chair, Board of Directors

Grant Davis
General Manager

DATE: _____



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 30
(This Section for use by Clerk of the Board Only.)

To: Sonoma County Board of Supervisors

Board Agenda Date: June 20, 2017

Vote Requirement: 4/5

Department or Agency Name(s): General Services

Staff Name and Phone Number:

Caroline Judy: (707) 565-8058

Supervisorial District(s): 3rd

Title: Proposed sale of the Chanate Campus to the Chanate Community Development Partners, LLC.

Recommended Actions:

Adopt a Resolution introducing an Ordinance (i): approving a Development and Disposition Agreement authorizing the sale of the 81.56-acre County-owned Chanate property; (ii) making certain findings; and (iii) authorizing multiple actions relating to the sale of the 81.56-acre Chanate property, furthering the strategic priority of Housing for All. The proposed sale will result in the development of up to 800 new residential units, including 20% at rates affordable to very low income households, and up to 60 veteran units available to Veterans Supportive Housing qualified homeless Veterans.

Executive Summary:

The County Administrator and the General Services Department recommend that your Board approve the proposed sale agreement – (also called a Disposition and Development Agreement) with Chanate Community Development Partners, LLC for the sale of the 81.56 acre Chanate property. Not only will the sale of the Chanate property result in economic benefits to the County, it provides significant community value—meeting the residential, commercial, industrial and cultural development needs of the County. The value of the sale includes several factors: the cash sale price, public benefits, and avoided costs. Accounting for these factors, based on the number of units constructed pending the City of Santa Rosa’s development process, the cash sale price ranges from a minimum of \$6 million to a maximum of \$11.5 million; the value of affordable housing developed ranges between \$24 million and \$48 million; and avoided county costs are approximately \$11 million. This totals to a value of \$42 million to \$71.9 million. This total value does not account for the increase in property tax, the County’s share of which is estimated at \$1 million annually, that the County will receive based on the developed property, and similarly does not include the value of the free rent for the Morgue and Public Health Laboratory.

The sale agreement accomplishes all of the Board’s goals and objectives for the property sale, as recommended by the Board’s facilities Ad Hoc Committee and approved by the Board, and furthers the Board’s Strategic Priorities adopted on April 4, 2017. The action before your Board represents many years of deliberative consideration of possible uses for the property starting in 2004, an extensive

examination of the costs of rehabilitation of the existing buildings, community input processes, a competitive solicitation process and nine months of negotiations with Chanate Community Development Partners, LLC.

The property sale has significant public benefits as described in the sale agreement. Primary among these is the proposed development of multi-family housing, with 20% set-aside for Very Low Income affordable units. This market segment is significantly underserved in Sonoma County as a whole, and has considerable benefit to seniors and low income members of the community whom studies have shown are locked out of quality housing. The proposed sale also includes a perpetual conservation easement for the 9.96-acre parcel (Parcel J) wedged between two other open space lands. It would also maintain the existing Paulin Creek Preserve Open Space land (9-acres) and the Sonoma County Water Agency open space land (26.5-acres), while improving trails connecting all three parcels.

Discussion:

The County Board of Supervisors began considering alternatives for reuse of the Chanate campus in 2004 following Sutter Health’s announced plans to vacate the hospital by 2009. The annual Five Year Capital Improvement Plan 2006 – 2011 described the need to allocate planning funds to evaluate the use and disposition of the Chanate campus. In 2004, the campus was described as follows:

“The buildings suffer problems common to older buildings: Americans with Disabilities Act access deficiencies, asbestos containing materials, energy inefficiencies, worn out building components and functional obsolescence. Most major site utilities, such as water, sewer and power, were installed decades ago and need repairs or replacement. Facilities on County Farm Road do not have adequate utilities or roads. Domestic water is connected to Santa Rosa, but distribution pipes are old and deteriorated. Roads and parking are inadequate and deteriorated and there are no sidewalks from Chanate Road.”

It took another ten years before Sutter Health built a new hospital in north Santa Rosa. During this time, the County conducted numerous studies, considered alternative use options for the campus, and continued to incur ongoing maintenance, utilities and capital expenses. One such study—the 2012 Comprehensive Facilities Master Plan—recommended residential development of the property. In addition, over the past ten years, the County has invested \$2.6 million in capital improvements in the eleven aging buildings. Maintenance and utility expenses over the past ten years totaled approximately \$6.3 million. Ongoing operating and capital expenses, in addition to the cost of rehabilitating the buildings contributed to the Board of Supervisor’s decision to focus efforts on a possible property sale, lease or development.

On March 18, 2014, the Board of Supervisors ordered the formation of a Facilities Ad Hoc Committee to maximize the use of County facilities and develop recommendations regarding the highest and best use of the 81.56 acre County property on the Chanate Campus. Sutter Health officially ceased operations at the Chanate Complex in December 2014 due to seismically and environmentally unsafe conditions at the hospital. Sutter Health determined that the cost to mitigate these hazards was cost prohibitive, opting to construct a new facility instead of investing in rehabilitation of Chanate.

From December 2014 through December 2015, the General Services Department conducted property assessments including appraisals, water capacity studies, geological hazard studies, environmental surveys, seismic surveys and environmental site assessments to obtain information relevant for the Board of Supervisor's consideration of possible uses for the property. These studies described the existing hospital buildings as unsuitable for reuse due to their age, unsafe conditions, and the approximately \$94 million dollar cost of modernization and renovation. All studies conducted have been made available to the public on the County's website at <http://sonomacounty.ca.gov/General-Services/Facilities-Development-and-Management/Chanate-Complex/>.

In October 2015, a community meeting was held to provide an overview of the Chanate Campus and to share the Board's interest in developing the property in the best interests of the community. In addition, members of the community were asked to provide information and ideas about desired amenities and improvements to the Chanate Campus. A website for the Chanate Campus was set up to inform the public of activities involving the Chanate Campus and to receive additional community input. Over the last two years, General Services' staff have responded to numerous inquiries and have provided information about the Chanate campus disposition process to community members.

In response to community input your Board subsequently identified development goals and planning objectives for the campus that enhanced the surrounding neighborhood and community, including:

- creating a walkable mixed-use community with high quality housing and commercial uses that complement the surrounding neighborhoods,
- making a lasting positive contribution to the local area and County as a whole,
- providing new housing of different types and levels of affordability that meet the County's minimum 20% affordable housing policies,
- creating a village center, healthy and safe neighborhoods,
- improving connectivity and transportation,
- improving public access to open space, and
- celebrating the cultural and historic resources of Chanate's healing history.

In addition to components of the development, the Board's Ad Hoc identified the preference for a single and complete master plan. The Ad Hoc felt that approaching the development in this regard would help ensure all of the positive and beneficial aspects of the development would be built successfully and would be integrated. Further, by having a single master plan approach, the County would forego the continuing fiscal and operational responsibility to maintain, sell, and develop individual parcels of the property over time.

The site, although owned by the County, lies within the City of Santa Rosa's jurisdiction and is therefore subject to the city's building, zoning and planning requirements. Currently the site is zoned Public Institutional and will have to be rezoned by the City of Santa Rosa to accommodate residential and commercial development.

Pursuant to Government Code 54220, the County noticed government agencies and nonprofit groups of the property sale on October 28, 2015. Responses to the surplus property notice were due on December 28, 2015. No responses were received. Therefore, the County was authorized to undertake the sale of the property by California Government Code 25515 et seq.

On February 2, 2016, your Board authorized the issuance of a Request for Proposals to solicit a master developer to work with the County on repurposing the Chanate campus. The Request for Proposal was issued via the County's Purchasing portal to over 1500 registered recipients. In addition, the Request for Proposal was advertised from February 10, 2016, to May 5, 2016, on the Urban Land Institute website. The Request for Proposal was also issued to nearly 500 national and local developers. An outreach letter was also sent to twelve local developers to ensure they were aware of the Request for Proposal. Two pre-proposal conferences were held on March 2 and March 31, 2016. Forty-three people attended the Pre-Proposal conferences. On May 5, 2016, General Services received two proposals in response to the Request for Proposal; one from a team led by William Gallaher, in partnership with Bridge Housing and Burbank Housing ("Gallaher Team") and one from a team consisting of Curt Johansen, Signature Builders and Mid-Pen Housing ("Johansen Team").

Following receipt of the proposals, a County Evaluation and Selection Committee reviewed and ranked the proposals. The County Evaluation and Selection Committee included representatives from the County General Services Department, Auditor Controller Treasurer Tax Collector, Permit Resource Management Department, Department of Health Services, County Administrator's Office and the City of Santa Rosa, as well as an outside planning consultant and an external agency representative acting as advisors.

The proposal submitted by the Gallaher Team was determined by the Committee to be the highest ranking proposal of the two received. Based upon the materials submitted in response to the Request for Proposal and in interviews with both proposers, the Gallaher Team clearly demonstrated that its proposed development approach and accompanying financial proposal most successfully met the County's development and planning objectives.

In September 2016, your Board directed General Services to negotiate an Exclusive Negotiations Agreement with the Gallaher Team. The Exclusive Negotiations Agreement sets out the principal business terms and the terms of sale to be defined in the sale agreement.

On February 7, 2017, your Board approved the Exclusive Negotiations Agreement with William Gallaher as the selected developer. Since that time, the Gallaher Team has created a new partnership entity, Chanate Community Development Partners, LLC. Exhibit B to the Exclusive Negotiations Agreement described the key business terms of the property sale. Subsequent to your Board action, staff negotiated with the developer to finalize the sale agreement, the terms of which are described in greater detail below. In addition, in response to community concerns expressed in February, your Board provided direction to staff to negotiate a permanent conservation easement for Parcel J. When connected to the existing Agricultural Preservation and Open Space District parcel and Water Agency Parcel, the 9.96 acre Parcel J will create a 45.36 acre continuous open space generally consistent with a 2004 draft open space plan.

Following your Board direction and consistent with California Government Code sections 25515.1(b) and 25515.2(d), staff negotiated the attached Disposition and Development Agreement. (See Attachment 2). The value of the sale totals between \$42 million to \$71.9 million based on several factors: cash sale price, public benefits, and avoided costs. Accounting for these factors, based on the number of units constructed pending the City of Santa Rosa's development process, the cash sale price ranges from a

minimum of \$6 million to \$11.5 million; the value of affordable housing developed ranges between \$24 million and \$48 million; and avoided county costs are approximately \$11 million (as shown in Attachment 6). This total value does not account for the increase in property tax the County will receive based on a developed property. Key elements of the sale agreement include:

1. Purchase Price: A minimum \$6 million, increasing by \$13,800 per unit above 400 units as approved by the City of Santa Rosa, anticipated at a maximum value of \$11.5 million. (Note: the DDA includes a maximum value of \$12.5 million).
2. Affordable Housing Covenant:
 - a. Not less than 20% of all Residential Units shall be rented and occupied by Very Low Income households, determined in accordance with California Health and Safety code 50053, for a period not less than 55 years. As defined by the California Department of Housing and Community Development, Very Low Income in Sonoma County is an annual salary of \$41,300 for a family of 4, with a rent of \$1,033 for a family of 4.
 - b. Between 100 and 250 of all Residential Units developed shall be occupied by Senior Households for a period not less than 55 years.
 - c. Not less than 20% of the Senior Units (i.e. 20 – 50 units), shall be rented and occupied by Very Low Income households, determined in accordance with California Health and Safety code 50053, for a period not less than 55 years.
 - d. Developer shall complete the required percentage of Affordable Units to Residential Units and Affordable Senior Units to Senior Units no later than the issuance of certificates of occupancy for the corresponding market rate Residential and Senior Units.
 - e. Developer shall construct 50 – 60 Veterans Units, all of which shall be rented and occupied by Very Low Income households, determined in accordance with California Health and Safety code 50053, for a period not less than 55 years.
 - f. The Veterans Units may be available to Housing and Urban Development's Veterans Affairs Supportive Housing qualified households or configured and built as single-room occupancy units, as determined by the Developer's low-income housing development partners and the availability of funding at the time of construction.
 - g. Site development of the Veterans Units must occur before certificates of occupancy have been granted for 30% of the total number of Residential Units.
 - h. The Affordable Units (of all types) shall include a mix of sizes and bedroom counts generally consistent with the project's overall mix of sizes and bedroom counts.
 - i. Covenant that development, use, maintenance, and operations of the Affordable Units, Affordable Senior Units, and Affordable Veterans Units run with the property and are binding on any successors for a period not less than 55 years.
3. Conservation easement in perpetuity for Parcel J to be recorded at Closing. Closing is anticipated to occur approximately 18 months after the effective date of the sale agreement.
4. Public Improvement Construction and Maintenance Agreement:
 - a. Developer will design, construct and install not less than two miles of public trails and other ancillary improvements, and indefinitely provide for the maintenance and repair, and, if necessary, replacement of the trail improvements.

- b. Developer shall complete trail improvements on or before the date that certificates for occupancy have been issued for no less than 50% of the Residential Units out of the total Residential Units of the project.
5. Lease of Public Health Lab and Morgue - The County will continue to occupy the Public Health Lab and Morgue via a \$1 per year lease with the Developer for a period of five years, and has the option to extend for another ten years at 80% of Fair Market Value rents.

California Government Code 54220 requires that the County obtain “fair market value” for property sales. Appraisals conducted in September 2014 and in July 2016, established the “fair market” valuation of the property. The Request for Proposal document included in Objective Statement #3, that the County expected to receive “fair market, financial return or at least \$15 million” for the property. The proposal submitted by the Gallaher Team is consistent with the Government Code, and with the Board’s development and planning objectives as expressed in the Request for Proposal. Although the sale price appears to be below the Board’s stated objective, an analysis of the sale value needs to consider additional factors, which when considered exceed the Board’s objective and demonstrate broad public benefits from the property sale as shown below.

Analysis of Community Value

The sale price is one aspect of the overall value to the County of the property sale. Other components include avoided costs, improved access to health care services, and the public benefits of affordable housing and open space preservation, lease-back of the Public Health Lab and Morgue, and additional tax revenue.

1. **Avoided costs**

The County will achieve significant avoided cost benefits including those of continued capital investment, operations, maintenance and utilities expenses, the avoided cost of demolition, and the avoided cost of security. \$975,862 in total costs, including capital investment, maintenance and utilities, and security costs, are avoided with the sale. There are also the avoided one-time \$9.8 million costs of demolition of the existing buildings. The presence of hazardous materials and the size of the buildings and market conditions contribute to the cost of demolition.

2. **Improved Access to Services**

The County Health Services Department has significantly improved public access to health care services. A more accessible and operationally efficient health care system enables the County to serve clients close to their residential neighborhoods, reducing clients’ travel and inconvenience. Consolidation of Behavioral Health Services at the Lakes campus and increased neighborhood services such as in Petaluma, have been underway for some time but were prompted by the proposed Chanate property sale.

3. **Public Benefits of Affordable Housing and Open Space Preservation**

There are significant public benefits including; the public value of increasing the supply of affordable multi-family housing, especially Very Low Income affordable units, the public value of maintaining open space and conserving Parcel J, and the public value of trail, pedestrian and bicycle improvements. Stabilizing housing is critical to achieving improved health outcomes.

4. Lease of Public Health Lab and Morgue

Based upon a Net Present Value analysis the avoided costs of leasing facilities elsewhere in Sonoma County, the lease terms of \$1 per year, equates to \$368,944 annually or a savings of \$1.6 million over the initial five year period.

5. Increased local tax revenue upon sale and development

The transfer of ownership will trigger a reassessment at full market value. Once the property is entitled and fully developed, the property will be reassessed, and it is anticipated that the County will receive approximately 30% of the \$3 million in annual property taxes, or \$1 million.

Although these public benefits all provide value to the County and the community, some benefits are qualitative and difficult to quantify. However, staff analysis demonstrates that the public benefit of affordable housing can be quantified and added to the property sale value by examining the avoided one-time costs, and including the benefit of the Very Low Income property rental per unit.

In addition, per the Sonoma County Community Development Commission, the cost to develop affordable housing units in Santa Rosa is approximately \$300,000 – \$400,000 per unit. The costs to develop 110 units of affordable housing on the Chanate campus would therefore be between \$33,000,000 and \$44,000,000. Whereas if the maximum number of affordable units were developed, the cost to develop 170 units would be between \$51,000,000 and \$68,000,000.

Finally, as described by the City of Santa Rosa, these costs include approximately \$606,000 in City of Santa Rosa project entitlement fees at current rates, and dedicated staff resources. City of Santa Rosa project entitlements typically may include a Pre-Application Neighborhood Meeting, General Plan Amendment, Rezoning, Tentative Map, Design Review, Hillside Development Permit, and possible a Conditional Use Permit depending on the project description. The City of Santa Rosa entitlement process typically takes 18 months.

Total Value of Proposed Chanate Property Sale		
Sale Agreement Cost Components	400 Units	800 Units
Cash Sale Price	\$ 6,000,000	\$ 11,520,000
Very Low Income Housing	\$ 24,000,000	\$ 48,000,000
Demolition	\$ 9,800,000	\$ 9,800,000
Environmental Review	\$ 1,000,000	\$ 1,000,000
City of Santa Rosa Entitlement Process	\$ 606,000	\$ 606,000
Avoided Annual Capital, Security and Maintenance Costs	\$ 975,862	\$ 975,862
Total Value of Proposed Sale:	\$ 42,381,862	\$ 71,901,862

Note: The value does not account for avoided costs of approximately \$1.8 million for the five year \$1/year lease for remaining county facilities; increased property tax revenue of approximately \$1 million; value of preserved open space; value of recreation facilities; value of retail/commercial opportunities.

Relocation of Health Services and Non-profits

Staff have been working with the Health Services Department on a comprehensive plan to strengthen and expand the County's behavioral health system of care such that all services are co-located and easily accessed by clients. Behavioral Health services currently located on the Chanate campus will be relocated to the Lakes campus at Challenger Way, Santa Rosa thereby providing an opportunity to coordinate services with JobLink and Human Services functions.

This effort has been underway for some time and many functions have already been relocated. The Health Services Department is working with General Services on plans to consolidate administrative and fiscal functions to improve operational efficiencies. These plans will come forward to your Board at a future date.

The County notified non-profits on the campus of the intent to sell the land in 2016. Staff similarly have been working with the non-profit service providers located at Chanate to find relocation alternatives. It is anticipated that non-profits may remain on-site until the property sale closes escrow (approximately 12-18 months).

Recommendation

Based upon this analysis of the public benefits and community value and in recognition of the extensive, deliberative process that the County has invested in considering alternative uses for the property, staff recommend that your Board adopt the attached Resolution and introduce the Ordinance approving the sale of the Chanate property to the developer.

Next steps:

1. Return to the Board of Supervisors for the second reading and adoption of Ordinance at subsequent Board of Supervisors meeting.
2. Upon the Effective Date, 30 days after the Board of Supervisors adoption, the Chairperson will execute the sale agreement (Development Disposition Agreement).
3. Following execution of the agreement, the Developer will transfer into Escrow the refundable \$2.5 million deposit.
4. Developer to seek entitlement permits from the City of Santa Rosa (process estimated at 12-18 months).
5. At Closing the Agricultural and Open Space District will execute the Conservation Easement for Parcel J.
6. Escrow will close within 30 days after the Conditions of Approval have been met by both the County and the Developer (estimated to occur in 12-18 months).

Full details are described in the Development Disposition Agreement Exhibit I – Schedule of Performance.

Prior Board Actions:

- February 7, 2017: Board of Supervisors approved the Exclusive Negotiating Agreement with the William Gallaher.
- June 21, 2016: Board of Supervisors received proposals, submitted in response to the Chanate Master Developer Repurposing/Redevelopment Request for Proposals.

- On May 5, 2016: General Services received two proposals in response to the Request for Proposals; one from a team led by William Gallaher and one from a team consisting of Curt Johansen, Signature Builders and Mid-Pen Housing.
- February 2, 2016: Board Resolution Number 16-0041 was approved authorizing the issuance of the Request for Proposals in connection with the possible sale or long term lease of the Chanate Campus.
- March 18, 2014: the Board of Supervisors ordered the formation of a Facilities Ad Hoc Committee

Strategic Plan Alignment Goal 3: Invest in the Future

Fiscal Summary

Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses	\$96,127.		
Additional Appropriation Requested		\$300,000.	
Total Expenditures	\$96,127	\$300,000	

Funding Sources

General Fund/WA GF			
State/Federal			
Fees/Other		\$2,500,000	
Use of Fund Balance			
Contingencies			
Total Sources		\$2,500,000	

Narrative Explanation of Fiscal Impacts:

The adoption of the Resolution and first reading of the ordinance does not have a fiscal impact. Staff expenses required to complete remaining tasks in FY 16/17 are anticipated to cost \$96,127. Staff, including legal, expenses required to implement the sale agreement are anticipated to cost \$300,000 in FY 17/18. Upon the second reading and adoption, anticipated to be July 11, 2017, the County will approve the sale agreement. Within 10 calendar days of this date, the developer will deposit into Escrow, the fully refundable \$2.5 million deposit. A Capital Project Fund will be established to receive the deposit. The remaining FY 17/18 staff expenses will be recovered through the Developer's deposit.

Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Existing resources are working on implementation.			
Attachments:			
Attachment 1: Concurrent Resolution Introducing Ordinance Approving Chanate Development and Disposition Agreement Attachment 2: Development and Disposition Agreement Attachment 3: Chanate Utility Costs Attachment 4: Chanate Operation and Maintenance Costs Attachment 5: Ordinance Approving Chanate Development and Disposition Agreement Attachment 6: Sale Value Table Attachment 7: Chanate Constituent Correspondence Attachment 8: Powerpoint Presentation			
Related Items “On File” with the Clerk of the Board:			



County of Sonoma
State of California

Date: June 20, 2017

Item Number: _____
Resolution Number: _____

4/5 Vote Required

Concurrent Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California (County), The Board Of Directors Of The Sonoma County Agricultural Preservation And Open Space District (District), And The Board Of Directors Of the Sonoma County Water Agency (Water Agency) Introducing, Reading The Title, And Waiving Further Reading Of A Proposed Ordinance Approving A Disposition And Development Agreement Between The County and Chanate Community Development Partners, LLC Authorizing The Sale Of Certain County-Owned Land Commonly Known As The Chanate Campus and Taking Other Related Actions

WHEREAS, a proposed ordinance entitled “An Ordinance of the Board of Supervisors of the County of Sonoma, State of California (County), the Board of Directors of the Sonoma County Agricultural Preservation and Open Space District (District), and the Board Of Directors of the Sonoma County Water Agency (Water Agency): (i) Approving a Disposition and Development Agreement Between the County of Sonoma and Chanate Community Development Partners, LLC Authorizing the Sale of 82-acres of County-owned Land Commonly Known as the Chanate Campus and Providing Parameters for Development of Said Property; (ii) Approving the Form of a Public Improvement Construction and Maintenance Agreement Between the County, the District, the Water Agency, and Chanate Community Development Partners, LLC; (iii) Authorizing the Chair of the Board of Supervisors to Execute the Disposition and Development Agreement on behalf of the County; and (iv) Authorizing County, District, and Water Agency Staff to Take All Necessary Actions to Implement the Disposition and Development Agreement” has been introduced and the title read.

NOW, THEREFORE, BE IT RESOLVED that further reading of the proposed ordinance is waived.

BE IT FURTHER RESOLVED that the Sonoma County Board of Supervisors, the Sonoma County Agricultural Preservation and Open Space District Board of Directors, and the Sonoma

Resolution #

Date:

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County Water Agency Board of Directors will jointly consider adoption of the proposed ordinance on July ___, 2017, in the Board of Supervisors Chambers, 575 Administration Drive, Room 102A, Santa Rosa, California.

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

DISPOSITION AND DEVELOPMENT AGREEMENT

by and between

COUNTY OF SONOMA,

a political subdivision of the State of California

and

CHANATE COMMUNITY DEVELOPMENT PARTNERS LLC,

a California limited liability company

Chanate Campus Project

Dated: _____, 2017

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1.2 Representations and Warranties.....	10
1.3 Assignments and Transfers. Developer represents and agrees that its undertakings pursuant to this Agreement are for the purpose of using commercially reasonable, diligent efforts to develop the Project and not for speculation in land holding. Developer further recognizes that the qualifications and identity of Developer are of particular concern to the County in light of the following: (i) the importance of the development of the Property to the general welfare of the community; and (ii) the fact that a change in ownership or control of Developer is, effectively, a transfer or disposition of the property then owned by Developer. Developer further recognizes that it is because of such qualifications and identity that County is entering into this Agreement with Developer. Therefore, no voluntary or involuntary successor in interest of Developer shall acquire any rights or powers under this Agreement except as expressly set forth herein.	12
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2.2	Purchase Price; Developer Deposit. The total purchase price for the Disposition Property shall be equal to the sum of: (i) Six Million and 00/100 Dollars (\$6,000,000.00), plus (ii) the product obtained by multiplying Thirteen Thousand Eight Hundred and 00/100 Dollars (\$13,800.00) by the number of Residential Units approved pursuant to the Project Approvals in excess of 400 Residential Units, but not to exceed Twelve Million Five Hundred Thousand and 00/100 Dollars (\$12,500,000.00) (“ Purchase Price ”). Within ten (10) calendar days following the Effective Date, Developer shall deposit Two Million Five Hundred Thousand and 00/100 Dollars (\$2,500,000.00) into Escrow with the Escrow Agent (“ Developer Deposit ”). Escrow Agent shall immediately thereafter transfer the Developer Deposit to County in accordance with wiring instructions provided by County to Escrow Agent. Upon receipt, the County may use the Developer Deposit for any purpose that is in furtherance of the Project, as reasonably determined by County, including paying expenses of master planning County’s government building complex and negotiating and drafting of agreements with City of Santa Rosa related to the Project. At Closing, Developer shall receive a credit in the amount of the Developer Deposit (less the Independent Consideration) as against the Purchase Price. If Escrow fails to close, Developer shall be entitled to a refund of all or a portion of the Developer Deposit as provided in Section 5.3 below.	14
2.3	Independent Consideration. The Developer Deposit includes the amount of One Hundred Dollars (\$100.00) as independent consideration for County’s performance under this Agreement (the “ Independent Consideration ”), which shall be retained by County in all instances. If the Closing occurs or if this Agreement is terminated for any reason, Escrow Agent shall first disburse the Independent Consideration to County. The Independent Consideration shall be nonrefundable to Developer under all circumstances and, notwithstanding anything in this Agreement to the contrary, shall not be applied to the Purchase Price at Closing. Developer and County expressly acknowledge and agree that (a) the Independent Consideration has been bargained for as consideration for County’s execution and delivery of this Agreement, and (b) the Independent Consideration is adequate consideration for all purposes under applicable law or applicable judicial decisions.	15

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2.4 County Conditions Precedent. County’s obligation to proceed with the disposition of the Disposition Property to Developer is subject to the fulfillment or waiver by County of each and all of the conditions precedent described below (collectively, “ County Conditions Precedent ”). The County Conditions Precedent are solely for the benefit of County and shall be fulfilled or waived within the time periods provided for herein, and in any event, no later than the Outside Date.	15
2.5 Developer Conditions Precedent. Developer’s obligation to proceed with the acquisition of the Disposition Property from County is subject to the fulfillment or waiver by Developer of each and all of the conditions precedent described below (“ Developer Conditions Precedent ”). The Developer Conditions Precedent are solely for the benefit of Developer and shall be fulfilled or waived, if applicable, within the time periods provided for herein, and in any event, no later than the Outside Date.	16
2.6 Escrow. Within ten (10) calendar days following the Effective Date, the Parties shall open an escrow with Escrow Agent for the conveyance of the Disposition Property to Developer (“ Escrow ”).	17
2.7 Closing. Subject to Section 2.3 above, the Escrow for conveyance of the Disposition Property shall close (“ Close of Escrow ”) within 30 days after the satisfaction, or waiver by the appropriate party, of the County Conditions Precedent and Developer Conditions Precedent, which shall occur in no event later than the Outside Date. If Closing does not occur on or before the Outside Date, then this Agreement shall automatically terminate; provided, however, that the Outside Date may be extended by mutual agreement of the Parties, each in its sole discretion in accordance with Section 6.2 below. For purposes of this Agreement, “ Closing ” shall mean the time and day the Grant Deed is recorded in the Official Records of the County of Sonoma Recorder.	18
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2.10 Title Insurance. Concurrently with the recordation of the Grant Deed conveying the fee interest in the Disposition Property to Developer, Title Company shall issue to Developer an ALTA Owner's Policy of Title Insurance (Form 1402.06, rev. 6-17-06), together with such endorsements as are requested by the Developer in the amount of the Purchase Price (" Title Policy "), insuring that the Condition of Title is as approved by Developer pursuant to Section 2.9 of this Agreement. The Title Company shall provide the County with a copy of the Title Policy. Developer shall pay the premium for the Title Policy, including the costs of any Survey and all endorsements, except for such endorsements as County requires in connection with removal of a Disapproved Exception which County has elected to remove. Except as provided in the preceding sentence, nothing herein shall be deemed to obligate the County to pay for any premium or other charge necessary for the issuance of said Title Policy.....	21
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2.12	Documents. To the best of the County' Actual Knowledge, as of the Date of Agreement, County has furnished Developer with copies or provided Developer with access to any and all material existing surveys, inspection reports, environmental and/or Hazardous Materials reports, and other data, reports and studies (collectively, " Reports "), pertaining to the physical, environmental and/or title condition of the Disposition Property, which are in County's possession or control. Further, to the best of the County's Actual Knowledge, as of the Date of Agreement, County has furnished Developer with copies of any and all unrecorded leases, service contracts, licenses and/or other unrecorded agreements affecting the Disposition Property, or any portion thereof (" Unrecorded Agreements "). Collectively, the Unrecorded Agreements and Reports are referred to herein as the " Documents " and are set forth in Exhibit J attached hereto. If, prior to Closing, County locates or becomes aware of any other Reports or Unrecorded Agreements relating to the Disposition Property, the County shall immediately provide such additional Documents to Developer. County shall notify Developer in writing of any material changes to any Documents of which County becomes aware of before Closing. County makes no representation or warranty regarding the completeness or accuracy of any Documents provided to Developer. County shall terminate any and all Unrecorded Agreements prior to Closing.....	22
2.13	Independent Investigation. County shall continue to provide Developer a right of access to the Property until Closing, pursuant to the terms of the ANE, which terms are incorporated by this reference, for purposes of physical investigation, including without limitation invasive testing of buildings, soil and groundwater sampling and testing, environmental audits, storm water retention analysis, and adequacy of utilities including water, sewer, gas and electricity. Developer acknowledges, agrees, represents, and warrants that, prior to Closing, Developer will have been given a full opportunity to obtain, review, inspect and investigate each and every aspect of the Property, either independently or through agents of the Developer's choosing, including the following (herein collectively referred to as the " Site Condition "):	23

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2.14	Disclaimers. Developer acknowledges and agrees that except as expressly set forth in Section 1.2.1 of this Agreement and in the documents to be executed by County in connection with the Closing: (i) neither County, nor any of County’s elected officials, officers, agents, employees, representatives or attorneys (each a “ County Party ” and collectively “ County Parties ”), has made any representations, warranties, or promises to Developer, or to anyone acting for or on behalf of Developer, concerning the condition of the Property or any other aspect of the Property; (ii) the condition of the Property will have been independently evaluated by Developer prior to the Closing; and (iii) any and all Documents and other information, including any engineering reports, architectural reports, feasibility reports, marketing reports, title reports, soils reports, environmental reports, analyses, data or other similar reports or information of whatever type or kind, if any, which Developer has received or may hereafter receive from County or any County Party were and are furnished without warranty of any kind, and on the express condition that Developer has made its own independent verification of the accuracy, reliability and completeness of such information and that Developer may rely on the foregoing at its own peril and knowingly assumes such risk.	24
2.15	AS-IS CONVEYANCE. SUBJECT TO SATISFACTION OR WAIVER OF THE DEVELOPER CONDITIONS PRECEDENT, DEVELOPER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT COUNTY IS SELLING AND DEVELOPER IS PURCHASING AS OF THE CLOSING THE DISPOSITION PROPERTY ON AN “AS IS WITH ALL FAULTS” BASIS, CONDITION AND STATE OF REPAIR, INCLUSIVE OF ANY AND ALL FAULTS AND DEFECTS, LEGAL, PHYSICAL, OR ECONOMIC, WHETHER KNOWN OR UNKNOWN, AS MAY EXIST AS OF THE CLOSING (“ AS-IS CONDITION ”) AND DEVELOPER IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES FROM ANY COUNTY PARTY AS TO ANY MATTERS CONCERNING THE DISPOSITION PROPERTY OTHER THAN AS EXPRESSLY SET FORTH IN SECTION 1.2.1 ABOVE.	24

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2.16	Waivers and Releases. Except as to County’s representations and warranties set forth in Section 1.2.1 of this Agreement and in the documents to be executed by County in connection with the Closing, Developer hereby waives, releases and discharges forever the County and County Parties from all present and future Claims arising out of or in any way connected with the Site Condition, whether discovered before or after the Closing, and whether existing or created on the Property before or after the Closing.....	25
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3.2 Schedule of Performance. Developer shall use commercially reasonable diligent efforts to: (a) apply for and secure all Project Approvals and all other permits and governmental approvals required for the Project, (b) thereafter commence and complete construction of the Improvements on the Property, and (c) satisfy all of Developer's obligations under the Project Agreements within the times established therefor in the Schedule of Performance, as the same shall be extended by Force Majeure Delays or Agreed Extensions of Performance pursuant to Section 6.2. The Schedule of Performance is subject to revision in writing from time to time as may be agreed to by Developer and the County Administrator, each in his or her reasonable discretion.	25
3.3 Conceptual Project Plans. Within the times set forth in the Schedule of Performance, Developer shall prepare and submit to the County Administrator for his or her review and input Conceptual Project Plans for all of the Improvements to be constructed on the Property to ensure that the Conceptual Project Plans achieve the County's previously articulated goals for the Project. Developer shall consider in good faith all input provided by the County Administrator reasonably intended to achieve those goals, and shall use commercially reasonable, diligent efforts to incorporate such input into subsequent iterations of the Conceptual Project Plans. The Parties acknowledge and agree that the Conceptual Project Plans, which will form the basis for preparation of Project entitlement applications as set forth in Section 3.4 below, shall in all instances be substantially consistent with the description of the Project and Improvements set forth in the initial Scope of Development attached hereto as Exhibit D.	26

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3.4 Entitlement of the Project. Within the times set forth in the Schedule of Performance, Developer shall submit to City the Conceptual Project Plans that have been prepared in collaboration with the County Administrator and apply for and use commercially reasonable, diligent efforts in an attempt to secure all required Project Approvals necessary for the development and construction of the Project on the Property in a manner consistent with this Agreement and the Conceptual Project Plans. County staff will work cooperatively with Developer to assist in coordinating and facilitating the expeditious processing and consideration of all necessary Project Approvals by City. Reasonable out of pocket costs incurred by County in connection with such efforts shall be borne by Developer upon Developer's approval of such costs, which approval shall not be unreasonably withheld. Developer acknowledges that the execution of this Agreement does not constitute the granting of, or a commitment to obtain, any Project Approvals required by City or any other governmental agency.....	26
3.5 Permits. Within the times set forth in the Schedule of Performance and following approval of the Project Approvals by City, Developer, at its expense, shall use commercially reasonable, diligent efforts to apply for and secure or cause to be applied for and secured any and all ministerial permits and approvals which may be required by City and any other governmental agency having jurisdiction over the Project, including permits for the demolition and removal of structures and improvements (other than the County Morgue and Health Services Administration buildings) on the Disposition Property, encroachment or right of entry permits (if applicable) for performance of the off-site utility improvements required by the Project Approvals, and grading and building permits required to undertake, develop and construct the Improvements on the Property.	27
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3.7 Conceptual Project Plans. County shall not be responsible to Developer or to any third parties in any way for (i) any defects in any Conceptual Project Plans, (ii) any defects in any of the Improvements, or (iii) any structural or other defects in any work done according to the approved Conceptual Project Plans.	27

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3.8 Development of Project Improvements. Within the times set forth in the Schedule of Performance, Developer shall construct and develop the Improvements on the Property in accordance with the Project Approvals (and the documents on which Developer’s submittals for the Project Approvals are required to be based, including this Agreement and the Conceptual Project Plans) and the final, executed Public Improvements Construction and Maintenance Agreement. All such work related to the Project shall be performed by licensed contractors.	27
3.9 Cost of Development. All the costs of site preparation (including demolition and removal costs), planning, designing, constructing and developing the Improvements on the Property, shall be borne solely by Developer.	28
3.10 Sources and Uses. Within the times set forth in the Schedule of Performance, Developer shall submit to County Administrator for review and approval a pro-forma budget (a) identifying reasonably anticipated and estimated costs of purchasing the Disposition Property and developing and constructing the Project, and (b) identifying the anticipated sources of such funds (“ Sources and Uses ”). The initial Sources and Uses submittal shall be updated from time to time (but not more frequently than quarterly) as cost estimates become more clearly defined and, to the extent such information is available, shall be accompanied by evidence reasonably satisfactory to County that upon implementation of the Sources and Uses, Developer shall have sufficient funds to meet all budget requirements. County shall conduct its review and approval of the Sources and Uses submitted confidentially (subject to the Public Records Act), and in a timely manner so as not to delay Closing. County’s approval of the Sources and Uses shall not be unreasonably withheld, conditioned, or delayed.	28

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3.11	Insurance Requirements. Prior to Commencement of Construction and until the Final Completion of the Improvements, Developer shall take out and maintain or cause its contractor to take out and maintain, a commercial general liability policy with a minimum limit of Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage, or such other higher policy limits as may be required by Developer's lenders or other institutions providing financing to Developer for the Project. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001). If commercial general liability insurance or other form with a general aggregate is used, the general aggregate limit shall be at least Five Million Dollars (\$5,000,000), inclusive of any umbrella policy. Developer and each of its contractors shall also take out and maintain a comprehensive automobile liability policy in an amount not less than One Million Dollars (\$1,000,000). Developer shall also take out and maintain, or shall cause its contractor to take out and maintain, contractor's pollution liability insurance policy in an amount not less than One Million Dollars (\$1,000,000) per occurrence and annual aggregate.	28
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3.14	Final Completion of Project; Certificate of Completion. Following Final Completion of the Improvements on the Property, Developer may request that County issue a Certificate of Completion with respect to such work. The “ Certificate of Completion ” shall be substantially in the form attached hereto as Exhibit K. County shall not unreasonably withhold, condition, or delay issuance of the Certificate of Completion. If County refuses or fails to furnish the Certificate of Completion, County shall, within ten (10) business days after Developer’s written request therefor, provide Developer with a detailed written statement of the reasons why County has refused or failed to furnish the Certificate of Completion. The statement shall also contain County’s opinion of the actions Developer must take to obtain the Certificate of Completion. The Certificate of Completion shall be a conclusive determination of Developer’s satisfactory completion of the work of Improvements. Any party then owning or thereafter purchasing, leasing or otherwise acquiring any interest in the Disposition Property shall not (because of such ownership, purchase, lease or acquisition) incur any obligation or liability under this Agreement, except for those continuing covenants as set forth in the Project Agreements. Notwithstanding anything in this Agreement to the contrary, the Certificate of Completion shall not constitute evidence of compliance with or satisfaction of any obligation of Developer to the holder of any mortgage, or any insurer of a mortgage securing money loaned to finance the construction of the Improvements, or any part thereof; nor shall the Certificate of Completion constitute a notice of completion as referred to in section 3093 of the California Civil Code. Except as otherwise provided herein, after Final Completion of the Project, the respective rights and obligations of the Parties with reference to the Property shall be as set forth in the Affordable Housing Covenant, the Public Improvement Construction and Maintenance Agreement, and the Facilities Lease – County Morgue and Health Services Administration.....	29
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3.15 Liens and Stop Notices. Except as otherwise expressly permitted in Section 3.17 below, Developer shall not allow to be placed on the Property or any part thereof any lien or stop notice arising from any work or materials performed or provided or alleged to have been performed or provided by Developer's contractors, subcontractors, agents or representatives. If a claim of a lien or stop notice is given or recorded affecting the Property, Developer shall within 60 days of Developer becoming aware of such recording or service: (i) pay and discharge the same; or (ii) effect the release thereof by recording and delivering to the County Administrator a surety bond in sufficient form and amount.....	30
3.16 Right of County to Satisfy Other Liens After Closing. After Closing, and provided the requirements set forth in Section 3.15 have not been met by Developer, County shall have the right, but not the obligation, upon not less than ten (10) days prior written notice to Developer, to satisfy any such liens or stop notices. In such event, Developer shall be liable for and County shall be entitled to reimbursement by Developer for the amount reasonably paid by the County to discharge such lien or satisfy such stop notice.....	30
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3.18	Covenants Regarding Operation, Management and Maintenance Prior to Closing. From the Date of Agreement until the Closing or earlier termination of this Agreement, County shall operate, manage and maintain the Disposition Property in a manner generally consistent with the manner in which County has operated, managed and maintained the Disposition Property prior to the date hereof. Notwithstanding the foregoing, from and after the Date of Agreement, excepting the continued use of all or a portion of the Disposition Property for County sponsored events or activities (which use shall require the prior written consent of Developer not to be unreasonably withheld, conditioned or delayed), County shall not: (a) cause nor voluntarily permit, any new lien, encumbrance or any other matter to cause the condition of title to be changed, without Developer’s prior written consent in Developer’s sole discretion, other than liens or other assessments, bonds, or special district liens including without limitation, Community Facility Districts, that arise by reason of any local, City, municipal or County project or special district; (b) enter into any agreements with any governmental agency, utility company or any person or entity regarding the Disposition Property, which would remain in effect after the Closing (other than to implement any matter described in (a) above), without obtaining Developer’s prior written consent in Developer’s sole discretion; or (c) amend any existing licenses, agreements or leases, or enter into any new licenses, agreements or leases, that would give any person or entity any right of possession to any portion of the Disposition Property or which would remain in effect after the Closing.	31
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4.1	Affordable Units. As more particularly set forth in the Affordable Housing Covenant, twenty percent (20%) of all Residential Units shall be rented to and occupied by an Very Low Income Households at an Affordable Rent for a period of not less than fifty-five (55) years (each, an “Affordable Unit” and, collectively, the “Affordable Units”). The Affordable Units shall include a mix of sizes and bedroom counts generally consistent with the Project’s overall mix of Residential Units.	32

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4.2	Senior Units. Between 100 and 250 of all Residential Units shall be Senior Units. As more particularly set forth in the Affordable Housing Covenant, twenty percent (20%) of all Senior Units shall be rented to and occupied by Very Low Income Households at an Affordable Rent for a period of not less than fifty-five (55) years (each, an “ Affordable Senior Unit ” and, collectively, the “ Affordable Senior Units ”). The Affordable Senior Units shall include a mix of sizes and bedroom counts generally consistent with the Project’s overall mix of Senior Units.	32
4.3	Veteran Units. As more particularly set forth in the Affordable Housing Covenant, Developer shall develop and construct between 50 and 60 Veteran Units all of which shall to be rented to and occupied by Very Low Income Households at an Affordable Rent for a period of not less than fifty-five (55) years (each, an “ Affordable Veteran Unit ” and, collectively, the “ Affordable Veteran Units ”). The Affordable Veterans Units may be made available to HUD VASH qualified households or configured and built as single room occupancy units. This will be determined and dictated by Developer’s low-income housing development partners and the availability of funding sources at the time of construction.	32
4.4	Marketing of Affordable/Senior/Veteran Units. Developer shall be responsible for marketing the Affordable Units, Affordable Senior Units, and Affordable Veteran Units in accordance with requirements imposed by the City of Santa Rosa in connection with approval of the Land Use Entitlements.	32
4.5	Supportive Services to Residents. Developer shall be responsible for ensuring that adequate supportive services are provided to residents of the Affordable Units, Affordable Senior Units and Affordable Veterans Units in accordance with requirements imposed by the City of Santa Rosa in connection with approval of the Land Use Entitlements.	32

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4.6	Affordable Housing Covenant. Developer’s covenants with respect to the development, use, maintenance, and operation of the Affordable Units, Affordable Senior Units and Affordable Veterans Units shall be more particularly set forth in the Affordable Housing Covenant, which shall run with the Disposition Property and be binding on Developer and its successors and assigns for the period of time set forth therein. The Affordable Housing Covenant shall be executed in the form attached as Exhibit F, subject to non-substantive formatting and/or clerical modifications. In addition, the Parties shall include the approved Residential Marketing Plan and Supportive Services Plan as exhibits to the Affordable Housing Covenant prior to execution and recordation. The Affordable Housing Covenant shall be recorded against the Disposition Property immediately following delivery and recordation of the Grant Deed and shall have priority over the liens of all mortgages, deeds of trust and other liens (other than the lien for current, unpaid property taxes and assessments). Developer shall cause all such mortgagees, deed of trust beneficiaries and other lien holders to execute and deliver to County for recordation in the Official Records of Sonoma County a subordination agreement in a form reasonably acceptable to County Counsel and to such lien holders subordinating such mortgages, deeds of trust and other liens to the Affordable Housing Covenant (“ Subordination Agreement ”).	33
4.7	Facilities Lease. Immediately upon Closing Developer shall, as more particularly set forth in the Facilities Lease – County Morgue and Health Services Administration, lease the existing County Morgue and Health Services Administration facilities to the County for an initial period of five (5) years from the date of Closing at a base rent of \$1.00 per year. At the end of the 5 year initial lease term, County shall have the option of extending the lease term for up to an additional ten (10) years at a discounted per square foot rent equal to 80% of the then current fair market value rent. The Facilities Lease – County Morgue and Health Services Administration shall be executed in the form attached as Exhibit H, subject to non-substantive formatting and/or clerical modifications. County, at its option, may require that separate lease agreements, each substantially in the form attached as Exhibit H, be entered into with the respect to the County Morgue and Health Services Administration facilities.	33

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4.8	Public Improvements. Developer shall, as more particularly set forth in the Public Improvement Construction and Maintenance Agreement, construct public improvements on the Retained Property as generally described in the Scope of Development, and as further refined in the Conceptual Project Plans and Project Approvals, and maintain said improvements in perpetuity in conjunction with its maintenance of publicly accessible improvements on the Disposition Property. The Public Improvement Construction and Maintenance Agreement shall be in the form attached as Exhibit G, subject to non-substantive formatting and/or clerical modifications.....	33
4.9	Parcel J Conservation Easement. Developer shall dedicate to a conservation organization reasonably acceptable to the County Administrator and County Counsel at Closing and as a condition of the Close of Escrow, a conservation easement providing for perpetual use of Parcel J exclusively for conservation purposes. The conservation easement shall be recorded in the Official Records of Sonoma County and shall be in a form reasonably acceptable to County Counsel and Developer.....	33
4.10	Taxes and Assessments. After the Closing, it shall be Developer's responsibility to pay prior to delinquency all ad valorem real estate taxes and assessments on the Disposition Property and the Project, subject to Developer's right to contest in good faith any such taxes.....	34
4.11	Effect and Duration of Covenants. The covenants established in the Project Agreements shall, without regard to technical classification and designation, be binding upon and inure for the benefit and in favor of the Parties hereto and their respective successors and assigns. The Project Agreements and the covenants therein shall run in favor of the County without regard to whether the County has been, remains, or is an owner of any land or interest in the Disposition Property. County shall have the right, if the Project Agreements or the covenants therein are breached beyond any applicable time to cure, to exercise all rights and remedies and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it may be entitled under the terms of the Project Agreements.	34
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5.2 Legal Actions.	34
5.3 Termination. In addition to the termination of this Agreement provided for under Sections 1.3.4, 2.7, 2.9.2, 2.13, 3.4 and 6.20.2, this Agreement may be terminated: (i) if there is an uncured Default, after Notice from the party not in default and expiration of all cure periods, or (ii) if there is a failure of an express Developer Condition Precedent or County Condition Precedent (which is not waived by the Party whom the condition benefits). If requested by County, upon termination of this Agreement, Developer shall promptly execute and deliver to County a quitclaim deed, in recordable form, as to the Property.	35

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- 5.4 Liquidated Damages in the Event of Developer Failure to Close Escrow on the Disposition Property. SUBJECT TO NOTICE AND EXPIRATION OF APPLICABLE CURE PERIODS AND ANY PERMITTED EXTENSIONS OF TIME AS PROVIDED IN THIS AGREEMENT, IF THIS AGREEMENT IS TERMINATED PRIOR TO CLOSING DUE TO AN UNCURED DEFAULT BY DEVELOPER, THE COUNTY WILL SUFFER DAMAGES AND THE PARTIES AGREE THAT IT IS IMPRACTICABLE AND INFEASIBLE TO FIX THE ACTUAL AMOUNT OF SUCH DAMAGES. THEREFORE, CONSIDERING ALL THE CIRCUMSTANCES EXISTING ON THE DATE OF THIS AGREEMENT, IF THIS AGREEMENT IS TERMINATED PRIOR TO CLOSING DUE TO AN UNCURED DEFAULT BY DEVELOPER, COUNTY SHALL BE ENTITLED TO RETAIN "COUNTY DAMAGES" OF FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) AS DEFINED IN SECTION 5.3 HEREIN. THE COUNTY DAMAGES SHALL SERVE AS LIQUIDATED DAMAGES TO THE COUNTY FOR A SUCH DEFAULT. THE VALUE OF THE COUNTY DAMAGES CONSTITUTES A REASONABLE ESTIMATE OF THE DAMAGES THAT THE COUNTY WOULD INCUR IN THE EVENT THIS AGREEMENT IS TERMINATED PRIOR TO CLOSING DUE TO AN UNCURED DEFAULT BY DEVELOPER. RETENTION OF THE COUNTY DAMAGES SHALL BE THE COUNTY'S SOLE AND EXCLUSIVE REMEDY AGAINST DEVELOPER IN THE EVENT OF SUCH DEVELOPER DEFAULT AND AGREEMENT TERMINATION, AND THE COUNTY WAIVES ANY AND ALL RIGHT TO SEEK OTHER RIGHTS OR REMEDIES AGAINST DEVELOPER ON ACCOUNT OF SUCH A DEFAULT AND AGREEMENT TERMINATION, INCLUDING WITHOUT LIMITATION, SPECIFIC PERFORMANCE AND MONETARY DAMAGES. THE LIQUIDATED DAMAGES REMEDY PROVIDED FOR HEREIN IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF SECTIONS 3275 OR 3369 OF THE CALIFORNIA CIVIL CODE, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO THE COUNTY PURSUANT TO SECTIONS 1671, 1676 AND 1677 OF THE CALIFORNIA CIVIL CODE. BY PLACING ITS INITIALS BELOW, DEVELOPER AND COUNTY SPECIFICALLY CONFIRM THE ACCURACY OF THE STATEMENTS MADE ABOVE, THE REASONABLENESS OF THE AMOUNT OF LIQUIDATED DAMAGES AGREED UPON, AND THE FACT THAT

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6.2	Enforced Delay; Extension of Times of Performance. In addition to specific provisions of this Agreement, performance by either Party hereunder shall not be deemed to be in Default, and all performance and other dates specified in this Agreement shall be extended, where delays or Defaults are due to causes beyond the control or without the fault of the Party claiming an extension of time to perform, which may include the following: war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions or priority; environmental conditions, pre-existing or discovered, delaying the construction or development of the Disposition Property, or any portion thereof following Closing; litigation, including third party legal challenges, if any, related to Project land use approvals and entitlements; unusually severe weather; or inability to secure necessary labor, materials or tools (each a “ Force Majeure Delay ”). 38
6.3	Successors and Assigns. Subject to the restrictions on Developer transfers set forth in Section 1.3 above, all of the terms, covenants and conditions of this Agreement shall be binding upon Developer and County and their respective successors and assigns. Whenever the term “Developer” is used in this Agreement, such term shall include any permitted successors and assigns as herein provided. 39
6.4	Relationship between County and Developer. It is hereby acknowledged that the relationship between County and Developer is not that of a partnership or joint venture and that County and Developer shall not be deemed or construed for any purpose to be the agent of the other. Accordingly, except as expressly provided herein or in the exhibits hereto, County shall have no rights, powers, duties or obligations with respect to the development, operation, maintenance or management of the Improvements on the Property. 39
6.5	County Approvals and Actions. Whenever a reference is made herein to an action or approval to be undertaken by County, the County Administrator or his or her designee is authorized to act on behalf of County, unless specifically provided otherwise or the context requires otherwise. 39

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6.6 Counterparts; Facsimile and Electronic Signatures. This Agreement may be executed simultaneously or in any number of counterparts, each of which shall be deemed an original, equally admissible in evidence, but all of which together shall constitute one and the same Agreement, notwithstanding that the signatures of each party or their respective representatives do not appear on the same page of this Agreement. The Parties hereby acknowledge and agree that facsimile signatures, electronic signatures that comply with the eSign Act (15 U.S.C. Ch. 96) (such as DocuSign or ZipLogix Digital Ink signatures), or signatures transmitted by electronic mail in so-called "pdf" format shall be legal and binding and shall have the same full force and effect as if an original of this Agreement had been delivered. The Parties hereto (a) intend to be bound by the signatures on any document sent by electronic means including by facsimile or electronic mail, (b) are aware that the other party will rely on such signatures, and (c) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature.	39
6.7 Integration. This Agreement, including the exhibits attached hereto which are expressly incorporated herein by this reference, and the other Project Agreements contain the entire understanding between the Parties relating to the transactions contemplated by this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, other than the other Project Agreements, are merged in this Agreement and shall be of no further force or effect. Each Party is entering this Agreement based solely upon the representations set forth herein and upon each Party's own independent investigation of any and all facts such Party deems material.....	39
6.8 Brokerage Commissions. County and Developer each represents to the other that it has not engaged the services of any finder or broker and that it is not liable for any real estate commissions, broker's fees, or finder's fees which may accrue by means of the conveyance of the Disposition Property, or the negotiation and execution of this Agreement. Each Party shall indemnify, defend, protect and hold the other Party harmless from any and all Claims based upon any assertion that such commissions or fees are allegedly due from the Party making such representations.....	40

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6.10 Interpretation. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others where and when the context so dictates. The words “include” and “including” shall be construed as if followed by the words “without limitation.” The Parties acknowledge that each Party and his, her or its counsel have reviewed and revised this Agreement and that the rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any document executed and delivered by either Party in connection with this Agreement.	40
6.11 Modifications. Any alteration, change or modification of or to this Agreement or the Project Agreements in order to become effective, shall be made in writing and in each instance signed on behalf of each Party. County, acting by and through its County Administrator upon the approval of the County Counsel, may approve alterations, changes or modifications to this Agreement and the Project Agreements without further approval of the Board of the County as may be requested by Developer’s construction lender or lenders, or as otherwise agreed to by the Parties, provided such alterations, changes or modifications do not materially increase or decrease the legal, equitable or financial obligations or rights of the County hereunder, or decrease the amount of the Purchase Price.....	40
6.12 Severability. If any term, provision, condition or covenant of this Agreement or its application to any Party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.	40

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6.13 Computation of Time. The time within which any act is to be done under this Agreement is computed by excluding the first day, and including the last day, unless the last day is a holiday or Saturday or Sunday, and then that day is also excluded. The term "holiday" shall mean all holidays as specified in Sections 6700 and 6701 of the California Government Code. If any act is to be done by a particular time during a day, that time shall be Pacific Time Zone time.....	40
6.14 Legal Advice. Each Party represents and warrants to the other the following: they have carefully read this Agreement, and in signing this Agreement, they do so with full knowledge of any right which they may have; they have received independent legal advice from their respective legal counsel as to the matters set forth in this Agreement, or have knowingly chosen not to consult legal counsel as to the matters set forth in this Agreement; and, they have freely signed this Agreement without any reliance upon any agreement, promise, statement or representation by or on behalf of the other Party, or their respective agents, employees, or attorneys, except as specifically set forth in this Agreement, and without duress or coercion, whether economic or otherwise.....	41
6.15 Time of Essence. Time is expressly made of the essence with respect to the performance by County and Developer of each and every obligation and condition of this Agreement.	41
6.16 Cooperation. Each Party agrees to cooperate with the other in this transaction and, in that regard, shall execute any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement.	41
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6.19 Developer's Indemnity. Developer shall defend (with counsel reasonably acceptable to County), indemnify, assume all responsibility for, and hold County and County Parties, harmless from and against any and all Claims, arising directly or indirectly from the acts or omissions of Developer, or anyone directly or indirectly employed or contracted with by Developer, or Developer's investigation, ownership, development, use, or operation of the Disposition Property or any portion thereof, excepting those liabilities which are caused by County or County Parties' gross negligence or willful misconduct. Without limiting the generality of the foregoing, Developer specifically agrees to indemnify, defend and hold harmless the County and County Parties from any Claims resulting from Developer's failure to comply with Applicable Laws. The provisions of this Section 6.19 are not limited by and do not affect the provisions of this Agreement relating to insurance in Section 3.11. Notwithstanding anything to the contrary in this Section, any claims related to Initial Litigation Challenge shall be controlled exclusively by Section 6.20.	41

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6.20 Cooperation in the Event of Legal Challenge to this Agreement or the Project Approvals. The Parties may cooperate in the defense of any court action or proceeding instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the County’s initial approval of this Agreement or the City’s approval of any Project Approvals (“ Initial Litigation Challenge ”), and the Parties shall keep each other informed of all developments relating to such defense, subject only to confidentiality requirements that may prevent the communication of such information. The foregoing notwithstanding, the County may choose not to defend any such proceeding challenging the validity of any provision of this Agreement or the County’s initial approval of this Agreement or the City’s approval of one or more of the Project Approvals.....	42
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LIST OF EXHIBITS

Exhibit A	Site Plan
Exhibit B	Legal Description – Retained Property
Exhibit C	Legal Description – Disposition Property
Exhibit D	Scope of Development
Exhibit E	Form of Grant Deed (With Covenants)
Exhibit F	Form of Affordable Housing Covenant
Exhibit G	Form of Public Improvement Construction and Maintenance Agreement
Exhibit H	Form of Facilities Lease – County Morgue and Health Services Administration
Exhibit I	Schedule of Performance
Exhibit J	Documents
Exhibit K	Certificate of Completion
Exhibit L	Memorandum of DDA
Exhibit M	Parcel J Legal Description

DISPOSITION AND DEVELOPMENT AGREEMENT

Chanate Campus Project

THIS DISPOSITION AND DEVELOPMENT AGREEMENT ("**Agreement**") dated _____, 2017 ("**Date of Agreement**"), is entered into by and between the **COUNTY OF SONOMA**, a political subdivision of the State of California ("**County**"), and **CHANATE COMMUNITY DEVELOPMENT PARTNERS, LLC**, a California limited liability company ("**Developer**"). County and Developer are sometimes referred to herein individually as a "**Party**" and, collectively, as the "**Parties**".

RECITALS

The following Recitals are a substantive part of this Agreement; capitalized terms used herein and not otherwise defined are defined in Section 1.1 of this Agreement:

A. County is the fee owner of the approximately 117 acre real property located along Chanate Road in Santa Rosa, California, designated as Assessor Parcel Numbers _____, _____, and _____, depicted in the Site Plan attached hereto as Exhibit A ("**Property**").

B. As detailed on the Site Plan, approximately 26.50 acres is controlled by the County Water Agency and approximately 9.00 acres is controlled by the County Agricultural Preservation and Open Space District, which portions of the Property shall be retained by the County (collectively, the "**Retained Property**"). The balance of the Property comprising approximately 81.50 acres ("**Disposition Property**") is available for sale and development. The Retained Property is more particularly described in the legal description attached hereto as Exhibit B, and the Disposition Property is more particularly described in the legal description attached hereto as Exhibit C.

C. County envisions a private development project on the Disposition Property with complementary trail and open space enhancements on the Retained Property with the proceeds from the sale of the Disposition Property used to assist with the development of modern, energy efficient County facilities in more appropriate configurations and locations pursuant to a comprehensive revitalization plan. On August 11, 2015, the County Board of Supervisors directed County staff to solicit a master developer to work with the County to plan for the development of the Property and implement County's vision.

D. On October 28, 2015, the County provided written offers to sell or lease the Disposition Property as surplus land to entities designated pursuant to Government Code §54222. No responses to the written offers to sell or lease the Disposition Property were received by the County by the deadline of December 28, 2015. Accordingly, the County is authorized to undertake the sale of the Disposition Property pursuant to California Government Code §§25515 *et seq.*

E. Consistent with the County's vision to maximize and leverage the value of the Property in connection with the consolidation and modernization of its facilities and services, on February 2, 2016, the Board authorized the issuance of a Request for Proposals ("**RFP**") soliciting a master developer to work with the County to repurpose the Property.

F. On June 21, 2016, two prospective developers submitted proposals in response to County's RFP. The proposals were evaluated by a Selection Committee and staff's recommendation was presented to the Board in closed session on September 8, 2016. At the conclusion of the September 8, 2016 meeting, the Board accepted the staff recommendation and authorized staff to enter into an exclusive negotiating agreement and begin negotiations with Developer regarding the potential disposition and development of the Disposition Property. On January 24, 2017, the Board provided further direction to staff regarding the proposed exclusive negotiating agreement.

G. On February 7, 2017, County and Developer entered an Agreement to Negotiate Exclusively ("**ANE**") regarding the potential sale of the Disposition Property by County to Developer for development of a new mixed-use community providing housing, including affordable housing, to serve the diverse needs of the community; a village center with neighborhood retail, services, arts and cultural opportunities; and extensive open space areas, including improvements to the Retained Property, and the Developer's lease back to County of existing facilities for the County Morgue and Health Services Administration as more particularly described in the Scope of Development attached hereto as Exhibit D (collectively, the "**Project**").

H. County and Developer have negotiated in good faith in accordance with the ANE and now desire to enter into this Agreement to provide, among other things, for (i) Developer's preparation, at its sole cost and expense, of Conceptual Project Plans for the Project; (ii) Developer's consultation with, and solicitation of input from, County staff with respect to the Conceptual Project Plans to ensure consistency with the County's established goals for the Project; (iii) Developer's preparation and processing of applications, at its sole cost and expense, with the City of Santa Rosa ("**City**") to amend the general plan land use designation ("**General Plan Amendment**") and rezone the Disposition Property ("**Zoning Amendment**") in a manner that will facilitate development of the Project consistent with the Conceptual Project Plans and this Agreement; (iv) Developer's preparation and processing of applications, at its sole cost and expense, with the City and other governmental agencies with jurisdiction over the Property for any and all other discretionary land use entitlements and permits, including a vesting tentative map in accordance with the California Subdivision Map Act and analysis of the Project in accordance with CEQA, as necessary to develop the Project in a manner consistent with the Conceptual Project Plans and this Agreement ("**Land Use Entitlements**" and, collectively, with the General Plan Amendment and Zoning Amendment, the "**Project Approvals**"); (v) County's sale of the Disposition Property to Developer at a fair market value purchase price and leaseback of existing facilities for the County Morgue and Health Services Administration on the terms set forth in the Facilities Lease – County Morgue and Health Services Administration attached hereto as Exhibit H; (vi) Developer's

conservation of Parcel J; and (vii) Developer's development of the Project consistent with the Project Approvals.

I. In order to undertake the Project contemplated by this Agreement, Developer will need to apply to City for the Project Approvals in accordance with City's laws and regulations. The Parties further anticipate that City will serve as the lead agency for CEQA purposes in connection with environmental review of the proposed Project. As City is a separate and distinct legal entity from the County and the City is not a signatory to this Agreement, the City is not committing or agreeing to undertake (i) the adoption or certification of an environmental assessment with respect to the Project as required by CEQA, (ii) the adoption of a statement of overriding considerations in accordance with Public Resources Code Section 21081(b) if significant effects on the environment cannot be mitigated, (iii) approval of the Project Approvals, or (iv) any other acts or activities requiring the exercise of discretion by the City.

J. Approval of this Agreement is exempt from the requirements of CEQA pursuant to State CEQA Guidelines §15061(b)(3) because CEQA applies only to projects that have the potential to cause a significant effect on the environment and it can be seen with certainty that there is no possibility that approval of this Agreement may have a significant effect on the environment. As set forth herein, the conveyance of the Disposition Property and development of the Project is subject to the review and approval of all requisite discretionary Project Approvals by the City and all such Project Approvals will be subject to the prior evaluation of the environmental impacts of the Project in accordance with CEQA.

K. The execution and performance of this Agreement is in the vital and best interests of the County, and the health, safety and welfare of the County's residents, and is in accord with the provisions of applicable federal, state and local law. Further, as provided by Government Code §§25515.1(b) and 25515.2(d), the Board has determined that the sale and development of the Disposition Property as provided by this Agreement (i) will result in economic benefits to the County and offers the greatest economic return to the County, (ii) meets the residential, commercial, industrial and cultural development needs of the County, and (iii) will not interfere with the use and development of the Retained Property.

A G R E E M E N T

NOW, THEREFORE, County and Developer hereby agree as follows:

1. **DEFINITIONS; REPRESENTATIONS AND WARRANTIES; CHANGE IN OWNERSHIP, MANAGEMENT AND CONTROL.**

1.1 Definitions.

"Affiliate of Developer" means an entity or entities in which Developer or Developer's Principal retains more than fifty percent (50%) in the aggregate, directly or indirectly, of the ownership or beneficial interest therein and in which Developer or Developer's Principal retains Control (defined below) of such entity or entities.

“Affordability Restrictions” means the affordability restrictions applicable to the Affordable Units as set forth in this Agreement and in the Affordable Housing Covenant.

“Affordable Housing Covenant” is defined in Section 4.6 and attached hereto as Exhibit F.

“Affordable Rent” shall mean rental rates no greater than that considered as affordable rent for Very Low Income Households, adjusted for family size appropriate to the unit, determined in accordance with California Health and Safety Code section 50053, as amended, or any successor statute thereto. For the purposes of this definition, “adjusted for family size appropriate to the unit” shall have the meaning set forth in California Health and Safety Code section 50052.5, as amended, or any successor statute thereto.

“Affordable Senior Unit” and **“Affordable Senior Units”** are defined in Section 4.2.

“Affordable Unit” and **“Affordable Units”** are defined in Section 4.1.

“Affordable Veteran Unit” and **“Affordable Veteran Units”** are defined in Section 4.3.

“Agreed Extension of Performance” is defined in Section 6.2.

“Agreement” means this Disposition and Development Agreement between County and Developer.

“ANE” is defined in Recital G.

“Applicable Laws” means, collectively, all City, County, State and Federal laws, regulations, policies and standards applicable to the Property, the Project, and the construction, maintenance and operation of the Improvements on the Property, as enacted, adopted and amended from time to time, including Environmental Laws, and the specific conditions of approval adopted with respect to the Project Approvals.

“Area Median Income” means the median household income (adjusted for family size appropriate to the unit) of the Metropolitan Statistical Area in which the County of Sonoma is located, as established pursuant to California Health and Safety Code sections 50093 and 50105, as amended or any successor statute thereto.

“As-Is Condition” is defined in Section 2.15.

“Board” means the County Board of Supervisors.

“Breach Notice” is defined in Section 5.1.

“CEQA” means the California Environmental Quality Act (Public Resources Code §21000 *et seq.*)

“Certificate of Completion” is defined in Section 3.14 and attached hereto as Exhibit K.

“City” is defined in Recital H and means the City of Santa Rosa, a California municipal corporation.

“Claims” means any and all liabilities, obligations, orders, claims, complaints, damages, losses, deficiencies, governmental demands, directives, fines or penalties, and expenses of defense with respect thereto, including reasonable attorneys’ fees and costs.

“Close of Escrow” is defined in Section 2.7.

“Closing” is defined in Section 2.7.

“Commence Construction”, “Commenced Construction”, or “Commencement of Construction” or similar phrases shall be deemed to have occurred when the Developer has commenced the demolition of existing improvements (other than the County Morgue and County Health Services Administration buildings) located on, and grading of, the Disposition Property preparatory to the development of the Project in accordance with the Project Approvals, the Conceptual Project Plans and this Agreement, and such date shall be memorialized in writing by the Parties.

“Conceptual Project Plans” means basic concept drawings for the Project, including preliminary site plans and illustrative elevations, all to be substantially consistent with the Scope of Development.

“Condition of Title” is defined in Section 2.9.

“Control” is defined in Section 1.3.2.

“County” means the County of Sonoma, a political subdivision of the State of California.

“County Administrator” means the County Administrator of the County, or his or her designee.

“County Conditions Precedent” is defined in Section 2.4.

“County Morgue” means the approximately 7,550 square foot facility, located at 3336 Chanate Road, Santa Rosa, California, currently occupied by the County and used for County Coroner & Morgue operations.

“County Damages” is defined in Section 5.3.

“County Party” and **“County Parties”** are defined in Section 2.14.

“County Response Notice” is defined in Section 2.9.2.

“County’s Actual Knowledge” or words to such effect shall mean the present,

actual knowledge of the County Administrator (currently Sheryl Bratton), the Director, General Services Agency (currently Caroline Judy), or the County's Senior Capital Project Manager (currently Toni Anthony Holland), excluding constructive knowledge or duty of inquiry, existing as of the Date of Agreement and at Closing to the extent any representation or warranty of County is deemed to have been remade at the time of Closing.

"Date of Agreement" means the date first set forth above.

"Day-to-Day Management" means active, day-to day-management responsibilities for the activities of Developer.

"Default" is defined in Section 5.1.

"Developer" means Chanate Community Development Partners, LLC, a California limited liability company.

"Developer Deposit" means the \$2,500,000 good faith deposit to be provided by Developer pursuant to Section 2.2, to be released to County and either credited against the Purchase Price at the Closing or refunded in full or in part to Developer as provided in Section 5.3 in the event of termination of this Agreement prior to Closing.

"Developer Conditions Precedent" is defined in Section 2.5.

"Developer Refund" is defined in Section 5.3.

"Developer Reply Notice" is defined in Section 2.9.2.

"Developer's Principal" or **"Principal"** is William P. Gallaher.

"Disapproved Exception" is defined in Section 2.9.2.

"Disposition Property" is defined in Recital B and legally described in Exhibit C.

"Documents" is defined in Section 2.12 and listed in Exhibit J.

"Effective Date" shall mean the date 30 days following approval of this Agreement by the County pursuant to adoption of Ordinance No. ____, on July ____, 2017.

"Environmental Laws" means, collectively: (i) the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. § 9601, *et seq.*, (ii) the Hazardous Materials Transportation Act, as amended, 49 U.S.C. § 1801, *et seq.*, (iii) the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6901, *et seq.*, (iv) the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, *et seq.*, (v) the Clean Air Act, as amended, 42 U.S.C. § 7401, *et seq.*, (vi) the Toxic Substances Control Act, as amended, 15 U.S.C. § 2601, *et seq.*, (vii) the Clean Water Act, as amended, 33 U.S. Code § 1251, *et seq.*, (viii) the Oil Pollution Act, as amended, 33 U.S.C. § 2701, *et seq.*, (ix) California Health & Safety Code § 25100, *et seq.* (Hazardous Waste

Control), (x) the Hazardous Substance Account Act, as amended, Health & Safety Code § 25300, *et seq.*, (xi) the Unified Hazardous Waste and Hazardous Materials Management Regulatory Program, as amended, Health & Safety Code § 25404, *et seq.*, (xii) Health & Safety Code § 25531, *et seq.* (Hazardous Materials Management), (xiii) the California Safe Drinking Water and Toxic Enforcement Act, as amended, Health & Safety Code § 25249.5, *et seq.*, (xiv) Health & Safety Code § 25280, *et seq.* (Underground Storage of Hazardous Substances), (xv) the California Hazardous Waste Management Act, as amended, Health & Safety Code § 25170.1, *et seq.*, (xvi) Health & Safety Code § 25501, *et seq.*, (Hazardous Materials Response Plans and Inventory), (xvii) Health & Safety Code § 18901, *et seq.* (California Building Standards), (xviii) the Porter-Cologne Water Quality Control Act, as amended, California Water Code § 13000, *et seq.*, (xix) California Fish and Game Code §§ 5650-5656, (xx) the Polanco Redevelopment Act, as amended, Health & Safety Code § 33459, *et seq.*, (xxi) Health & Safety Code § 25403, *et seq.* (Hazardous Materials Release Cleanup), and (xxii) any other federal, state or local laws, ordinances, rules, regulations, court orders or common law related in any way to the protection of the environment, health or safety.

“Escrow” is defined in Section 2.6.

“Escrow Agent” means Fidelity National Title Company located at 1101 College Avenue Suite 100, Santa Rosa, California 95404, Telephone 707-541-0300, Escrow Officer: Linda Silva-Galetti.

“Facilities Lease – County Morgue and Health Services Administration” is defined in Section 4.7 and attached hereto as Exhibit H.

“Final Completion” or **“Finally Complete”** shall be deemed to have occurred when all of the Improvements on the Property have been completed in accordance with the requirements of this Agreement and the Project Approvals.

“FIRPTA” is defined in Section 1.2.1(g).

“Force Majeure Delay” is defined in Section 6.2.

“General Plan Amendment” is defined in Recital H.

“Grant Deed” means the grant deed for the conveyance of the Disposition Property from County to Developer to be executed and recorded at Closing substantially in the form attached hereto as Exhibit E and incorporated herein by this reference.

“Hazardous Materials” means any substance, material, or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government under any Environmental Laws, including any material or substance which is defined as “hazardous,” “extremely hazardous,” “hazardous waste,” “extremely hazardous waste,” “restricted hazardous waste,” “hazardous substance” or “hazardous material” under any Environmental Laws, including petroleum, or any fraction thereof, friable asbestos, and polychlorinated biphenyls.

“Health Services Administration” means the approximately 18,071 square foot facility, located at 3313 Chanate Road, Santa Rosa, California, currently occupied by the County and used for County public health and lab operations.

“Holder” is defined in Section 3.17.3.

“Improvements” means the improvements to be developed by Developer on the Property as provided in the Project Approvals, the Conceptual Project Plans and this Agreement.

“Independent Consideration” is defined in Section 2.3.

“Initial Litigation Challenge” is defined in Section 6.20.

“Land Use Entitlement” is defined in Recital H.

“Memorandum of DDA” means the memorandum of this Agreement attached hereto as Exhibit L.

“Monetary Encumbrances” is defined in Section 2.9.

“Municipal Code” means the City of Santa Rosa Municipal Code.

“New Exceptions” is defined in Section 2.9.3.

“Notice” means a written notice in the form prescribed by Section 6.1.

“Organizational Documents” is defined in Section 1.2.2(a).

“Outside Date” means the date that is three (3) years after the Date of Agreement.

“Parcel J” means that certain approximately 9.96 acre parcel as depicted on Exhibit M, which shall be dedicated by Developer in perpetuity for conservation purposes.

“Parcel J Conservation Easement” is defined in Section 4.9.

“Parties” means the County and Developer.

“Party” means the County or Developer.

“Permitted Transfer” is defined in Section 1.3.3.

“Project” is defined in Recital G.

“Project Agreements” means this Agreement, the Grant Deed (Exhibit E), Affordable Housing Covenant (Exhibit F), Public Improvement Construction and Maintenance Agreement (Exhibit G), Facilities Lease – County Morgue and Health Services Administration (Exhibit H), and Subordination Agreement (Section 4.6).

“Project Approvals” is defined in Recital H.

“Property” is defined in Recital A, and collectively includes the Retained Property and the Disposition Property.

“Public Improvement Construction and Maintenance Agreement” is defined in Section 4.8 and attached hereto as Exhibit G.

“Purchase Price” is defined in Section 2.2.

“Reports” is defined in Section 2.12.

“Residential Unit” or **“Residential Units”** shall mean any and all units or structures suitable for human habitation in accordance with Applicable Laws, approved as part of the Project Approvals, including the Affordable Units and Senior Units, but excluding any and all Veteran Units.

“Retained Property” is defined in Recital B and legally described in Exhibit B.

“RFP” is defined in Recital E.

“Schedule of Performance” means the Schedule of Performance attached hereto as Exhibit I, setting out the dates and/or time periods by which certain obligations set forth in this Agreement must be accomplished.

“Scope of Development” means the Scope of Development attached hereto as Exhibit D, which describes the scope, amount and quality of the work of Improvements to be undertaken and constructed by Developer on the Property. If the scope, amount and/or quality of the work of Improvements as set forth in the Conceptual Project Plans, or any amendment thereof, as mutually agreed by the Parties, differs from the scope, amount and/or quality as set forth in the Scope of Development originally attached hereto, the Scope of Development shall be deemed automatically revised as necessary to conform to the Conceptual Project Plans, as amended.

“Senior Unit” or **“Senior Units”** means any and all units or structures suitable for human habitation in accordance with Applicable Laws, approved as part of the Project Approvals, and restricted to occupancy by a senior citizen as defined in California Civil Code Section 51.3(b)(1).

“Site Condition” is defined in Section 2.13.

“Site Plan” means the Site Plan of the Property attached hereto as Exhibit A.

“Sole discretion” means that the Party exercising discretion on the applicable occasion may do so without having its decision be subject to question as to whether it was reasonable, or commercially reasonable, or under any other standard.

“Sources and Uses” is defined in Section 3.10.

“Subordination Agreement” is defined in Section 4.6.

“Survey” is defined in Section 2.9.

“Title Company” means Fidelity National Title Company located at 1101 College Avenue Suite 100, Santa Rosa, California 95404, Telephone 707-541-0300, Escrow Officer: Linda Silva-Galetti.

“Title Notice” is defined in Section 2.9.2.

“Title Policy” is defined in Section 2.10.

“Title Report” is defined in Section 2.9.

“Transfer” means any assignment or transfer of this Agreement or the Disposition Property or any portion thereof or any interest therein as further defined in Section 1.3.1.

“Unrecorded Agreements” is defined in Section 2.12.

“Very Low Income Household” means a person or household whose gross income is 50% or less of Area Median Income as set forth and established in California Health and Safety Code section 50105, as amended or any successor statute thereto.

“Veteran Unit” or **“Veteran Units”** shall mean any and all units or structures suitable for human habitation in accordance with Applicable Laws, approved as part of the Project Approvals, and restricted to occupancy by a veteran or unmarried surviving spouse of a veteran issued a certificate of eligibility by the California Department of Veterans Affairs.

“Zoning Amendment” is defined in Recital H.

1.2 Representations and Warranties.

1.2.1 County Representations and Warranties. County represents and warrants to Developer as follows:

(a) Authority. County is a public entity with full right, power and lawful authority to perform its obligations hereunder, and the execution, delivery, and performance of this Agreement by County has been fully authorized by all requisite actions on the part of the County and its Board.

(b) No Conflict. County’s execution, delivery and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which County is a party or by which County is bound.

(c) No Litigation or Other Proceeding. No litigation or other proceeding (whether administrative or otherwise) is outstanding and, to County’s Actual Knowledge, County has not received any written threat or notice of litigation or other

proceeding which would prevent, hinder or delay the ability of County to perform its obligations under this Agreement, or adversely affect the Property or the ability of Developer to develop the same as contemplated by this Agreement.

(d) Right to Possession. To County's Actual Knowledge, except for easements and/or licenses in favor of third parties as shown in the Title Report, no person or entity other than County has the right to use, occupy, or possess the Property, or any portion thereof. County shall deliver the Disposition Property to Developer at Closing free of any use, occupancy, possession, or right to use, occupy, or possess the Disposition Property by any person or entity and, except as provided in Section 4.7 with respect to County's lease back of the County Morgue and Health Services Administration buildings, County shall have no right thereafter to use any portion of the Disposition Property.

(e) Service Contracts. Except as provided in Section 4.7 with respect to County's lease back of the County Morgue and Health Services Administration buildings, there are no contracts for the management, leasing, listing, brokerage, use, maintenance, operation, repair or replacement of, or the provision of services, goods or utilities for, or leasing commissions for, the Property or any portion thereof (collectively, "**Service Contracts**") in place, which, by their respective terms, continue after Closing.

(f) Condition of Property. County has no notice of any pending or threatened action or proceeding arising out of the condition of the Property or any alleged violation of any Applicable Laws. Except as otherwise disclosed by the Documents provided by County to Developer and the results of Developer's independent investigation of the Property pursuant to Section 3, to County's Actual Knowledge: (i) the Property is in compliance with all Applicable Laws.

(g) Condition of Title. County is the sole owner of, and has fee simple title to, the Property free and clear of all liens, encumbrances, claims, demands, easements, rights or interests of others, covenants, conditions, restrictions and encroachments of any kind or nature other than those reflected in the Title Report.

(h) FIRPTA. The County is not a "foreign person" within the parameters of the Foreign Investment In Real Property Tax Act of 1980 ("**FIRPTA**") or any similar state statute, or is otherwise exempt from the provisions of FIRPTA or any similar state statute, or has otherwise complied with and will comply with all the requirements of FIRPTA or any similar state statute.

(i) Condemnation. County has no notice of any pending or threatened action or proceeding in eminent domain or otherwise with respect to the Property that would materially, adversely affect the County's ability to convey the Disposition Property or Developer's ability to construct the Project on the Property, or any portion thereof.

Until Closing or earlier termination of this Agreement, County shall, upon learning of any fact or condition which would cause any of the warranties and representations in

subsections 1.2.1 (a) – (i) above, not to be true, immediately give written Notice of such fact or condition to Developer. The foregoing representations and warranties shall survive for a period of two (2) years following the Closing.

1.2.2 Developer’s Representations and Warranties. Developer represents and warrants to County as follows:

(a) Authority. Developer is a California limited liability company duly organized in the State of California and qualified to do business and in good standing under the laws of the State of California. Prior to execution of this Agreement, Developer has provided to County its Articles of Organization and Operating Agreement (collectively, “**Organizational Documents**”). The Organizational Documents provided by Developer to County are true and complete copies of the originals, as amended. Developer has full right, power and lawful authority to undertake all of its obligations hereunder and the execution, performance and delivery of this Agreement by Developer has been fully authorized by all requisite company actions on the part of Developer.

(b) No Conflict. Developer’s execution, delivery and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which Developer or Principal is a party or by which Developer or Principal is bound.

(c) No Litigation or Other Proceeding. To Developer’s current actual knowledge, no litigation or other proceeding (whether administrative or otherwise) is outstanding or has been threatened that would prevent, hinder or delay the ability of Developer to perform its obligations under this Agreement.

(d) No Developer Bankruptcy. Developer is not the subject of any bankruptcy proceeding, and no general assignment or general arrangement for the benefit of creditors or the appointment of a trustee or receiver to take possession of all or substantially all of Developer’s assets has been made.

Until Final Completion of the Project or earlier termination of this Agreement, Developer shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 1.2.2 not to be true, immediately give written Notice of such fact or condition to County. The foregoing representations and warranties shall survive Closing and continue until Final Completion of the Project.

1.3 Assignments and Transfers. Developer represents and agrees that its undertakings pursuant to this Agreement are for the purpose of using commercially reasonable, diligent efforts to develop the Project and not for speculation in land holding. Developer further recognizes that the qualifications and identity of Developer are of particular concern to the County in light of the following: (i) the importance of the development of the Property to the general welfare of the community; and (ii) the fact that a change in ownership or control of Developer is, effectively, a transfer or disposition of the property then owned by Developer. Developer further recognizes that it is because of such qualifications and identity that County is entering into this Agreement with

Developer. Therefore, no voluntary or involuntary successor in interest of Developer shall acquire any rights or powers under this Agreement except as expressly set forth herein.

1.3.1 Prior to Final Completion of Project. Until Final Completion of the Project, Developer shall not assign all or any part of this Agreement, or any interest herein, and shall not assign or transfer any portion of the Disposition Property, or interest therein (each, a “**Transfer**”), except as expressly provided in this Agreement. After Final Completion of the Project, Developer may Transfer the Property or any portion thereof, subject to the terms of the Grant Deed, without the consent or approval of the County.

1.3.2 Changes in Control. For the reasons cited above, Developer represents and agrees for itself, its members and any successor in interest of itself and each member that, except as provided in the definition of “Permitted Transfer” set forth in Section 1.3.3, prior to Final Completion and without the prior written approval of the County Administrator in his or her sole discretion, there shall be no change in the Control of Developer or with respect to the identity of the Principal in control of Developer or the degree of such Control, by any method or means. The term “**Control**”, as used in this Agreement, shall mean the power to direct the Day-to-Day Management of Developer, and it shall be a presumption that control with respect to a corporation or limited liability company is the right to exercise, directly or indirectly, more than 50% of the voting rights attributable to the controlled corporation or limited liability company, and, with respect to any individual, partnership, trust, other entity or association, control is the possession, indirectly or directly, of the power to direct or cause the direction of the Day-to-Day Management of the controlled entity. The term “Transfer” for the purposes of this Agreement shall include any significant change in the Control of Developer by any method or means.

1.3.3 Permitted Transfers. Notwithstanding any other provision of this Agreement to the contrary, each of following Transfers are permitted and shall not require County consent under this Section 1.3 (each, a “**Permitted Transfer**”):

(a) Any lien or encumbrance on the Disposition Property to secure the funds necessary for construction of the Project on the Property;

(b) An assignment of this Agreement to an Affiliate of Developer, provided that Developer’s Principal retains Control, directly or indirectly, in such Affiliate;

(c) Dedications and grants of easements and rights of way required in accordance with the Project Approvals;

(d) The leasing of the Improvements to be constructed on the Property to third-party tenants, for uses permitted by this Agreement, the Project Approvals, Affordable Housing Covenant, and Applicable Laws;

(e) Admission of new or additional equity members or partners provided that Developer’s Principal retains Control, directly or indirectly, of the Day-to-Day Management of Developer; or

(f) Dedication of a conservation easement with respect to a portion of the Disposition Property.

1.3.4 No Involuntary Assignments. Neither this Agreement nor any interest herein shall be assignable by operation of law. Any involuntary assignment shall constitute a default by Developer, and County shall have the right to elect to immediately terminate this Agreement. The following is a non-exclusive list of acts which shall be considered an involuntary assignment:

(a) If Developer is or becomes bankrupt or insolvent or if any involuntary proceeding is brought against Developer (unless, in the case of a petition filed against Developer, the same is dismissed within ninety (90) days), or Developer makes an assignment for the benefit of creditors, or institutes a proceeding under or otherwise, seeks the protection of Federal or State bankruptcy or insolvency laws, including but not limited to the filing of a petition for voluntary bankruptcy or instituting a proceeding for reorganization or arrangement;

(b) If a writ of attachment or execution is levied on the Disposition Property or any portion thereof, where such writ is not discharged within ninety (90) days; or

(c) If, in any proceeding or action in which Developer is a party, a receiver is appointed with authority to take possession of the Disposition Property or any portion thereof, where possession is not restored to Developer within ninety (90) days.

2. PURCHASE AND SALE.

2.1 Purchase and Sale. Subject to the terms, covenants and conditions of this Agreement, Developer shall purchase from County and County shall sell to Developer the Disposition Property.

2.2 Purchase Price; Developer Deposit. The total purchase price for the Disposition Property shall be equal to the sum of: (i) Six Million and 00/100 Dollars (\$6,000,000.00), plus (ii) the product obtained by multiplying Thirteen Thousand Eight Hundred and 00/100 Dollars (\$13,800.00) by the number of Residential Units approved pursuant to the Project Approvals in excess of 400 Residential Units, but not to exceed Twelve Million Five Hundred Thousand and 00/100 Dollars (\$12,500,000.00) ("**Purchase Price**"). Within ten (10) calendar days following the Effective Date, Developer shall deposit Two Million Five Hundred Thousand and 00/100 Dollars (\$2,500,000.00) into Escrow with the Escrow Agent ("**Developer Deposit**"). Escrow Agent shall immediately thereafter transfer the Developer Deposit to County in accordance with wiring instructions provided by County to Escrow Agent. Upon receipt, the County may use the Developer Deposit for any purpose that is in furtherance of the Project, as reasonably determined by County, including paying expenses of master planning County's government building complex and negotiating and drafting of agreements with City of Santa Rosa related to the Project. At Closing, Developer shall receive a credit in the amount of the Developer

Deposit (less the Independent Consideration) as against the Purchase Price. If Escrow fails to close, Developer shall be entitled to a refund of all or a portion of the Developer Deposit as provided in Section 5.3 below.

2.3 Independent Consideration. The Developer Deposit includes the amount of One Hundred Dollars (\$100.00) as independent consideration for County's performance under this Agreement (the "**Independent Consideration**"), which shall be retained by County in all instances. If the Closing occurs or if this Agreement is terminated for any reason, Escrow Agent shall first disburse the Independent Consideration to County. The Independent Consideration shall be nonrefundable to Developer under all circumstances and, notwithstanding anything in this Agreement to the contrary, shall not be applied to the Purchase Price at Closing. Developer and County expressly acknowledge and agree that (a) the Independent Consideration has been bargained for as consideration for County's execution and delivery of this Agreement, and (b) the Independent Consideration is adequate consideration for all purposes under applicable law or applicable judicial decisions.

2.4 County Conditions Precedent. County's obligation to proceed with the disposition of the Disposition Property to Developer is subject to the fulfillment or waiver by County of each and all of the conditions precedent described below (collectively, "**County Conditions Precedent**"). The County Conditions Precedent are solely for the benefit of County and shall be fulfilled or waived within the time periods provided for herein, and in any event, no later than the Outside Date.

2.4.1 No Default. Developer shall not be in Default under this Agreement, and no event shall have occurred, which with the passage of time or giving of Notice or both, would constitute a Default by Developer hereunder.

2.4.2 Execution and Delivery of Documents by Developer. Developer shall have executed, acknowledged (where appropriate) and delivered all documents that Developer is required to deliver into Escrow pursuant to this Agreement, including the Memorandum of DDA, Affordable Housing Covenant, Public Improvement Construction and Maintenance Agreement, Facilities Lease – County Morgue and Health Services Administration, and Parcel J Conservation Easement.

2.4.3 Delivery of Funds. In connection with the Closing, Developer shall have delivered through Escrow the Purchase Price, less the Developer Deposit (minus the Independent Consideration), and such other funds, including Escrow costs, recording fees and other Closing costs, as are necessary to comply with Developer's obligations under this Agreement.

2.4.4 Sources and Uses. County shall have approved the Developer's Sources and Uses pursuant to Section 3.10.

2.4.5 General Contractor/Construction Contract. Developer shall have entered, or shall be ready to enter, into a construction contract with a licensed general contractor that has the demonstrated capacity and experience to undertake a

development of the size and complexity of the Project. County hereby agrees that OSL Construction Inc., California Contractors State License Board #806365, is an acceptable licensed general contractor for the Project.

2.4.6 Project Approvals. City shall have approved and issued all Project Approvals, the Project Approvals shall be final and non-appealable, and if any appeals, legal challenges, requests for rehearing, or referenda have been filed or instituted, such appeals, legal challenges, requests for rehearing, or referenda shall have been fully and finally resolved in a manner acceptable to County in its sole discretion, such that no further appeals, legal challenges, requests for rehearing, or referenda are possible.

2.4.7 Insurance Policies. Developer shall have submitted to County evidence that the insurance policies required by Section 3.11 have either been issued or will be ready to issue prior to Commencement of Construction.

2.4.8 Site Condition. Developer shall have accepted or waived the Site Condition in accordance with Section 2.13.

2.4.9 Trail Improvement Plans. Developer shall have prepared and obtained County approval of Plans and Specifications for the Trail Improvements (as such terms are defined in the Public Improvement and Maintenance Agreement) for the Trail Improvements to be constructed by Developer on the Retained Property.

2.5 Developer Conditions Precedent. Developer's obligation to proceed with the acquisition of the Disposition Property from County is subject to the fulfillment or waiver by Developer of each and all of the conditions precedent described below ("**Developer Conditions Precedent**"). The Developer Conditions Precedent are solely for the benefit of Developer and shall be fulfilled or waived, if applicable, within the time periods provided for herein, and in any event, no later than the Outside Date.

2.5.1 No Default by County. County shall not be in Default under this Agreement, and no event shall have occurred, which with the passage of time or giving of Notice, or both, would constitute a default by County hereunder.

2.5.2 Execution and Delivery of Documents by County and City. County shall have executed, acknowledged (where appropriate) and delivered into Escrow all documents that County is required to deliver into Escrow pursuant to this Agreement, including the Memorandum of DDA, Grant Deed, Affordable Housing Covenant, Public Improvement Construction and Maintenance Agreement, and Facilities Lease – County Morgue and Health Services Administration.

2.5.3 Project Approvals. City shall have approved and issued all Project Approvals, the Project Approvals shall be final and non-appealable, and if any appeals, legal challenges, requests for rehearing, or referenda have been filed or instituted, such appeals, legal challenges, requests for rehearing, or referenda shall have been fully and finally resolved in a manner acceptable to Developer in its sole discretion, such that no further appeals, legal challenges, requests for rehearing, or referenda are possible.

2.5.4 Title Policy. Developer shall have approved the Condition of Title and the Title Company shall, upon payment of Title Company's regularly scheduled premium, be irrevocably committed to issue the Title Policy upon recordation of the Grant Deed subject only to the approved Condition of Title.

2.5.5 Absence of Proceedings. There shall be an absence of any condemnation, environmental or any other pending governmental, administrative or legal proceeding with respect to the Disposition Property which would materially, adversely affect Developer's intended uses of the Disposition Property, the development of the Project, or value of the Disposition Property.

2.5.6 No Material Adverse Change. There shall not have occurred between the Date of Agreement and the Closing a material adverse change to the physical, environmental or title condition of the Disposition Property.

2.5.7 No Leases or Parties in Possession. County shall have demonstrated the ability to deliver fee title to the Disposition Property to Developer free and clear of any tenants, lessees, licensees or any third party occupants or parties in possession, except as contemplated by the Facilities Lease – County Morgue and Health Services Administration, and shall have executed a Commercial Owner's Affidavit in a form reasonably required by the Title Company, as provided in Section 2.8.2(h) below.

2.5.8 Site Condition. Developer shall have accepted or waived the Site Condition in accordance with Section 2.13.

2.5.9 Trail Improvement Plans. Developer shall have prepared and obtained County approval of Plans and Specifications for the Trail Improvements (as such terms are defined in the Public Improvement and Maintenance Agreement) for the Trail Improvements to be constructed by Developer on the Retained Property.

2.6 Escrow. Within ten (10) calendar days following the Effective Date, the Parties shall open an escrow with Escrow Agent for the conveyance of the Disposition Property to Developer ("**Escrow**").

2.6.1 Costs of Escrow. Escrow Agent shall charge: (i) Developer for the following: the recording cost of the Memorandum of DDA, Grant Deed, Affordable Housing Covenant, Public Improvement Construction and Maintenance Agreement, Facilities Lease – County Morgue and Health Services Administration, Parcel J Conservation Easement and other closing documents, the cost of the premium for the Title Policy, including the cost of any survey and endorsements, one half of the Escrow fees charged by the Escrow Agent, and Developer's share of prorations; and (ii) County for one half of Escrow fees charged by Escrow Agent and County's share of prorations.

2.6.2 Escrow Instructions. This Agreement constitutes the joint escrow instructions of Developer and County with respect to the conveyance of the Disposition Property to Developer, and the Escrow Agent to whom these instructions are delivered is hereby empowered to act under this Agreement. Insurance policies for fire or casualty are not to be transferred. All funds received in the Escrow shall be deposited in interest-

bearing accounts for the benefit of the depositing party in any state or national bank doing business in the State of California. All disbursements shall be made by check or wire transfer from such accounts. If, in the opinion of either Party, it is necessary or convenient in order to accomplish the Closing, such Party may provide supplemental escrow instructions; provided that if there is any inconsistency between this Agreement and the supplemental escrow instructions, then the provisions of this Agreement shall control. The Closing shall take place as set forth in Section 2.7 below. Escrow Agent is instructed to release County's and Developer's Escrow closing statements to the respective Parties.

2.6.3 Authority of Escrow Agent. Escrow Agent is authorized to, and shall:

(a) Pay and charge Developer for recording costs and the premium for the Title Policy, including any endorsements requested by Developer.

(b) Pay and charge Developer and County for escrow fees, charges, and costs as provided in Section 2.6.1.

(c) Disburse funds as provided in Section 2.6.3(g) below and record the Grant Deed, Parcel J Conservation Easement, Memorandum of DDA, Affordable Housing Covenant, Public Improvement Construction and Maintenance Agreement, Facilities Lease – County Morgue and Health Services Administration, and Subordination Agreement when the Developer Conditions Precedent and County Conditions Precedent have been fulfilled or waived in writing by Developer and County, as applicable. Immediately following recordation of the Grant Deed, Escrow Agent shall record the Parcel J Conservation Easement, then the Memorandum of DDA, then the Affordable Housing Covenant, then the Public Improvement Construction and Maintenance Agreement, then the Facilities Lease – County Morgue and Health Services Administration and Subordination Agreement and thereafter any other recordable documents delivered into Escrow for the Closing.

(d) Do such other actions as necessary, including obtaining and issuing the Title Policy, to fulfill its obligations under this Agreement.

(e) Direct County and Developer to execute and deliver any instrument, affidavit, and statement, and to perform any act, reasonably necessary to comply with the provisions of FIRPTA, if applicable, and any similar state act and regulations promulgated thereunder.

(f) Prepare and file with all appropriate governmental or taxing authorities uniform settlement statements, closing statements, tax withholding forms including IRS 1099-S forms, and be responsible for withholding taxes, if any such forms are provided for or required by law.

(g) Disburse the Purchase Price less County's share of costs of Escrow in accordance with instructions to be provided by County.

2.7 Closing. Subject to Section 2.3 above, the Escrow for conveyance of the Disposition Property shall close ("**Close of Escrow**") within 30 days after the satisfaction,

or waiver by the appropriate party, of the County Conditions Precedent and Developer Conditions Precedent, which shall occur in no event later than the Outside Date. If Closing does not occur on or before the Outside Date, then this Agreement shall automatically terminate; provided, however, that the Outside Date may be extended by mutual agreement of the Parties, each in its sole discretion in accordance with Section 6.2 below. For purposes of this Agreement, “**Closing**” shall mean the time and day the Grant Deed is recorded in the Official Records of the County of Sonoma Recorder.

2.8 Delivery of Documents and Closing Funds.

2.8.1 At or before Closing, Developer shall deposit into Escrow the following items with respect to the Disposition Property:

(a) Funds in an amount necessary to consummate the Closing, including the Purchase Price and Developer’s share of Escrow and Closing costs as set forth in Sections 2.2 and 2.6.1, respectively; and

(b) one original and executed and acknowledged Parcel J Conservation Easement; and

(c) one original executed and acknowledged Affordable Housing Covenant; and

(d) one original executed and acknowledged Public Improvement Construction and Maintenance Agreement; and

(e) one original executed and acknowledged Facilities Lease – County Morgue and Health Services Administration; and

(f) one original executed and acknowledged Memorandum of DDA; and

(g) one original executed and acknowledged Subordination Agreement (if applicable); and

(h) one original executed Preliminary Change of Ownership Report(s) for the Disposition Property.

2.8.2 At or before Closing, County shall deposit into Escrow the following items with respect to the Disposition Property:

(a) original executed and acknowledged Grant Deed with respect to the Disposition Property; and

(b) one original executed and acknowledged Affordable Housing Covenant; and

(c) one original executed and acknowledged Public Improvement Construction and Maintenance Agreement; and

(d) one original executed and acknowledged Facilities Lease – County Morgue and Health Services Administration; and

(e) one original executed and acknowledged Memorandum of DDA; and

(f) one duly executed non-foreign certification for the Disposition Property in accordance with the requirements of Section 1445 of the Internal Revenue Code of 1986, as amended; and

(g) one duly executed California Form 593-W Certificate for the Disposition Property or comparable non-foreign person affidavit; and

(h) one Commercial Owner's Affidavit in a form reasonably required by the Title Company.

2.8.3 At Closing, County and Developer shall each deposit such other instruments as are reasonably required by the Title Company or otherwise required to close the Escrow and consummate the conveyance of the Disposition Property in accordance with the terms hereof.

2.9 Review of Title.

2.9.1 Within thirty (30) days following the Effective Date, County shall cause the Title Company to deliver to Developer a title commitment contemplating issuance to Developer at Closing of an ALTA Owner's Policy of Title Insurance (Form 1402.06, rev. 6-17-06), together with legible copies of the documents underlying the exceptions listed in the title commitment (the title commitment and copies of exceptions documents being referred to collectively as the "**Title Report**"). Developer shall have the right to approve or disapprove the Title Report and any ALTA/NSPS Survey ("**Survey**") obtained by Developer, at its expense and in Developer's sole discretion; provided, however, Developer hereby (a) approves all exceptions in the Title Report for the lien of any non-delinquent property taxes and assessments, and (b) disapproves all deeds of trust, mortgages, judgment liens, tax liens, liens for delinquent assessments, and any other monetary liens or monetary encumbrances except for non-delinquent property taxes and assessments ("**Monetary Encumbrances**"). County shall cause all such Monetary Encumbrances, if any, to be removed prior to or in conjunction with the Closing and they shall not appear as exceptions to coverage in the Title Policy issued to Developer at Closing.

2.9.2 Developer shall have one hundred twenty (120) days from the date of its receipt of the Title Report to obtain a Survey and to give written Notice to County and Escrow Agent of Developer's approval or disapproval of any aspect of the Title Report or Survey (the "**Title Notice**"). Developer's failure to give the Title Notice within such 120-day time limit shall be deemed Developer's disapproval of the Title Report and, if

applicable, Survey. County shall have a period of thirty (30) days after receipt of the Title Notice or Developer's deemed disapproval of the Title Report to either (i) remove, or agree to remove prior to Closing, any item disapproved or deemed disapproved by Developer (each, a "**Disapproved Exception**") and to notify Developer in writing of same, or (ii) to advise Developer in writing that County will not remove some or all of the Disapproved Exceptions on or before the Closing (the "**County Response Notice**"). If County fails to timely give the County Response Notice, it shall be conclusively deemed to have elected not to remove any Disapproved Exception. If County elects not to remove a Disapproved Exception on or before the Closing within the 30-day period, or is deemed to have elected not to remove any Disapproved Exception on or before the Closing, Developer shall have fifteen (15) days thereafter to give the County written Notice (the "**Developer Reply Notice**") stating either: Developer elects to proceed with the purchase of the Disposition Property subject to the Disapproved Exception not removed (or not to be removed) by the County, or Developer elects to terminate this Agreement, whereupon Developer shall be entitled to a refund of the Developer Deposit (less the Independent Consideration) as provided in Section 5.3 below, this Agreement shall terminate, the Escrow shall be terminated, and neither Party shall have any further liability hereunder other than those obligations which, by their terms, survive termination of this Agreement.

2.9.3 In the event the Title Company issues any modifications to the Title Report which contains any exception that was not included in the original Title Report and was not created by Developer (collectively, "**New Exceptions**"), Developer shall have the right to object to any New Exceptions by the same process contained in Sections 2.9.1 and 2.9.2 above, with each of the time periods for review, action, notice, and response to notice in Section 2.9.2 being reduced in all cases to ten (10) days, and the Closing and Outside Date shall be extended to accommodate these additional time periods relating to any New Exceptions.

2.9.4 The Developer-approved aspects of the Title Report and Survey shall hereinafter be referred to as the "**Condition of Title**" of the Disposition Property.

2.10 Title Insurance. Concurrently with the recordation of the Grant Deed conveying the fee interest in the Disposition Property to Developer, Title Company shall issue to Developer an ALTA Owner's Policy of Title Insurance (Form 1402.06, rev. 6-17-06), together with such endorsements as are requested by the Developer in the amount of the Purchase Price ("**Title Policy**"), insuring that the Condition of Title is as approved by Developer pursuant to Section 2.9 of this Agreement. The Title Company shall provide the County with a copy of the Title Policy. Developer shall pay the premium for the Title Policy, including the costs of any Survey and all endorsements, except for such endorsements as County requires in connection with removal of a Disapproved Exception which County has elected to remove. Except as provided in the preceding sentence, nothing herein shall be deemed to obligate the County to pay for any premium or other charge necessary for the issuance of said Title Policy.

2.11 Property Taxes and Assessments and Prorations.

2.11.1 Ad valorem taxes and assessments levied, assessed or imposed on the Disposition Property for any period prior to the Closing, if any, shall be paid by County. Ad valorem taxes and assessments levied, assessed or imposed on the Disposition Property or any portion thereof acquired by Developer or any other improvements thereon, for the period after the Closing shall be paid by Developer.

2.11.2 Unless such services are terminated by County prior to the Closing, all utilities (including oil, gas, electricity, water, telephone, cable television, sewer, refuse collection, and other utilities), and other operating expenses of the Disposition Property shall be prorated based upon actual meter readings by the utility company (if metered), upon the monthly or bimonthly statement most recently received by County (if charged on a flat-rate monthly or bimonthly basis), or in accordance with standard escrow custom and practice in the County of Sonoma and City of Santa Rosa, if not metered or charged on a flat-rate basis. Any refundable utility deposits shall be credited to County and debited to Developer, if Developer assumes such deposits. Fees under service or maintenance contracts to be continued by Developer, if any, shall be prorated as set forth in Section 2.11.3 below.

2.11.3 All prorations shall be made in accordance with custom and practice in Sonoma County, except as otherwise expressly provided herein. All items attributable to the period up to the date on which the Closing occurs shall be debited or credited to County as appropriate. All items attributable to the period on and after the date on which the Closing occurs shall be debited or credited to Developer, as appropriate. If any errors or omissions are made regarding adjustments and prorations as set forth above, the Parties shall make the appropriate corrections promptly upon the discovery thereof, provided the same is discovered within six (6) months after the Closing. Any error or omission not discovered within that period shall not thereafter be subject to adjustment. The amount necessary to correct any adjustment or proration that is to be corrected hereunder shall be paid in cash to the Party entitled thereto. The provisions of this Section 2.11.3 shall survive the Closing.

2.12 Documents. To the best of the County's Actual Knowledge, as of the Date of Agreement, County has furnished Developer with copies or provided Developer with access to any and all material existing surveys, inspection reports, environmental and/or Hazardous Materials reports, and other data, reports and studies (collectively, "**Reports**"), pertaining to the physical, environmental and/or title condition of the Disposition Property, which are in County's possession or control. Further, to the best of the County's Actual Knowledge, as of the Date of Agreement, County has furnished Developer with copies of any and all unrecorded leases, service contracts, licenses and/or other unrecorded agreements affecting the Disposition Property, or any portion thereof ("**Unrecorded Agreements**"). Collectively, the Unrecorded Agreements and Reports are referred to herein as the "**Documents**" and are set forth in Exhibit J attached hereto. If, prior to Closing, County locates or becomes aware of any other Reports or Unrecorded Agreements relating to the Disposition Property, the County shall immediately provide such additional Documents to Developer. County shall notify Developer in writing of any

material changes to any Documents of which County becomes aware of before Closing. County makes no representation or warranty regarding the completeness or accuracy of any Documents provided to Developer. County shall terminate any and all Unrecorded Agreements prior to Closing.

2.13 Independent Investigation. County shall continue to provide Developer a right of access to the Property until Closing, pursuant to the terms of the ANE, which terms are incorporated by this reference, for purposes of physical investigation, including without limitation invasive testing of buildings, soil and groundwater sampling and testing, environmental audits, storm water retention analysis, and adequacy of utilities including water, sewer, gas and electricity. Developer acknowledges, agrees, represents, and warrants that, prior to Closing, Developer will have been given a full opportunity to obtain, review, inspect and investigate each and every aspect of the Property, either independently or through agents of the Developer's choosing, including the following (herein collectively referred to as the "**Site Condition**"):

- (a) The size and dimensions of the Disposition Property.
- (b) The availability and adequacy of water, sewage, fire protection, and any utilities serving the Disposition Property.
- (c) All matters relating to title, including extent and conditions of title to the Disposition Property, taxes, assessments, and liens.
- (d) All legal and governmental laws, statutes, rules, regulations, ordinances, restrictions or requirements concerning the Property, including zoning, use permit requirements and building codes.
- (e) Natural hazards, including flood plain issues, currently or potentially concerning or affecting the Property.
- (f) The physical, legal, economic and environmental condition and aspects of the Property and development potential thereof, and all matters concerning the conditions and use of the Disposition Property, including any permits, licenses, agreements, and liens, zoning reports, engineers' reports and studies and similar information relating to the Property. Such examination of the condition of the Property has included examinations of the soil, geology, groundwater, the presence of known or unknown faults, and for the release, presence or absence of known or unknown Hazardous Materials in, on, or under the Property as Developer deems necessary or desirable.
- (g) Any easements and/or access rights affecting the Disposition Property.
- (h) Any contracts and other documents or agreements affecting the Disposition Property.

Developer shall, within one hundred twenty (120) days following the Effective Date,

give written Notice to County of Developer's approval or disapproval of the Site Condition, in its sole discretion. If Developer notifies County of its disapproval of the Site Condition, County shall have the right, but not the obligation, to remedy any disapproved Site Condition to Developer's satisfaction in Developer's sole discretion within thirty (30) days thereafter or provide assurances satisfactory to Developer that such Site Condition will be remedied on or before the Closing. If County cannot or does not elect to remedy any disapproved Site Condition within that period, or if Developer in Developer's sole discretion concludes that County's proposed remedy or assurances of a pre-Closing remedy are insufficient, Developer shall have fifteen (15) days after the expiration of such thirty (30) day period to either give the County written Notice that Developer elects to either proceed with the purchase of the Disposition Property subject to the disapproved Site Condition not remedied by the County, or to give the County written Notice that the Developer elects to terminate this Agreement, whereupon Developer shall be entitled to a refund of the Developer Deposit (less the Independent Consideration) as provided in Section 5.3 below, this Agreement shall terminate, the Escrow shall be terminated, and neither Party shall have any further liability hereunder other than those obligations which by their terms survive termination of this Agreement.

2.14 Disclaimers. Developer acknowledges and agrees that except as expressly set forth in Section 1.2.1 of this Agreement and in the documents to be executed by County in connection with the Closing: (i) neither County, nor any of County's elected officials, officers, agents, employees, representatives or attorneys (each a "**County Party**" and collectively "**County Parties**"), has made any representations, warranties, or promises to Developer, or to anyone acting for or on behalf of Developer, concerning the condition of the Property or any other aspect of the Property; (ii) the condition of the Property will have been independently evaluated by Developer prior to the Closing; and (iii) any and all Documents and other information, including any engineering reports, architectural reports, feasibility reports, marketing reports, title reports, soils reports, environmental reports, analyses, data or other similar reports or information of whatever type or kind, if any, which Developer has received or may hereafter receive from County or any County Party were and are furnished without warranty of any kind, and on the express condition that Developer has made its own independent verification of the accuracy, reliability and completeness of such information and that Developer may rely on the foregoing at its own peril and knowingly assumes such risk.

2.15 AS-IS CONVEYANCE. SUBJECT TO SATISFACTION OR WAIVER OF THE DEVELOPER CONDITIONS PRECEDENT, DEVELOPER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT COUNTY IS SELLING AND DEVELOPER IS PURCHASING AS OF THE CLOSING THE DISPOSITION PROPERTY ON AN "AS IS WITH ALL FAULTS" BASIS, CONDITION AND STATE OF REPAIR, INCLUSIVE OF ANY AND ALL FAULTS AND DEFECTS, LEGAL, PHYSICAL, OR ECONOMIC, WHETHER KNOWN OR UNKNOWN, AS MAY EXIST AS OF THE CLOSING ("**AS-IS CONDITION**") AND DEVELOPER IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES FROM ANY COUNTY PARTY AS TO ANY MATTERS CONCERNING THE DISPOSITION PROPERTY OTHER THAN AS EXPRESSLY SET FORTH IN SECTION 1.2.1 ABOVE.

2.16 Waivers and Releases. Except as to County's representations and warranties set forth in Section 1.2.1 of this Agreement and in the documents to be executed by County in connection with the Closing, Developer hereby waives, releases and discharges forever the County and County Parties from all present and future Claims arising out of or in any way connected with the Site Condition, whether discovered before or after the Closing, and whether existing or created on the Property before or after the Closing.

Developer acknowledges that it is aware of and familiar with the provisions of California Civil Code Section 1542, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

As related to this Section 2.16, Developer hereby waives and relinquishes all rights and benefits which it may have under California Civil Code Section 1542.

INITIALS: DEVELOPER _____

3. ENTITLEMENT AND DEVELOPMENT OF THE PROJECT.

3.1 Scope of Development. The Improvements to be constructed and developed by Developer shall consist of a new mixed-use community providing housing, including affordable housing, to serve the diverse needs of the community; a village center with neighborhood retail, services, arts and cultural opportunities; and extensive open space areas, including landscaping, related parking and infrastructure, to be located on the Disposition Property, together with improvements to the Retained Property, as described in the Scope of Development attached hereto as Exhibit D and to be more particularly set forth in the Conceptual Project Plans. Developer shall develop and construct the Improvements in one or more phases in accordance with the Project Approvals. All work of Improvements shall be performed in a first-class, workmanlike manner by qualified contractor(s) duly licensed in California and in good standing under Applicable Laws. As provided in Section 4.7 below, existing facilities for the County Morgue and Health Services Administration shall be leased back by Developer to County per the terms of the Facilities Lease – County Morgue and Health Services Administration.

3.2 Schedule of Performance. Developer shall use commercially reasonable diligent efforts to: (a) apply for and secure all Project Approvals and all other permits and governmental approvals required for the Project, (b) thereafter commence and complete construction of the Improvements on the Property, and (c) satisfy all of Developer's obligations under the Project Agreements within the times established therefor in the Schedule of Performance, as the same shall be extended by Force Majeure Delays or

Agreed Extensions of Performance pursuant to Section 6.2. The Schedule of Performance is subject to revision in writing from time to time as may be agreed to by Developer and the County Administrator, each in his or her reasonable discretion.

3.3 Conceptual Project Plans. Within the times set forth in the Schedule of Performance, Developer shall prepare and submit to the County Administrator for his or her review and input Conceptual Project Plans for all of the Improvements to be constructed on the Property to ensure that the Conceptual Project Plans achieve the County's previously articulated goals for the Project. Developer shall consider in good faith all input provided by the County Administrator reasonably intended to achieve those goals, and shall use commercially reasonable, diligent efforts to incorporate such input into subsequent iterations of the Conceptual Project Plans. The Parties acknowledge and agree that the Conceptual Project Plans, which will form the basis for preparation of Project entitlement applications as set forth in Section 3.4 below, shall in all instances be substantially consistent with the description of the Project and Improvements set forth in the initial Scope of Development attached hereto as Exhibit D.

3.4 Entitlement of the Project. Within the times set forth in the Schedule of Performance, Developer shall submit to City the Conceptual Project Plans that have been prepared in collaboration with the County Administrator and apply for and use commercially reasonable, diligent efforts in an attempt to secure all required Project Approvals necessary for the development and construction of the Project on the Property in a manner consistent with this Agreement and the Conceptual Project Plans. County staff will work cooperatively with Developer to assist in coordinating and facilitating the expeditious processing and consideration of all necessary Project Approvals by City. Reasonable out of pocket costs incurred by County in connection with such efforts shall be borne by Developer upon Developer's approval of such costs, which approval shall not be unreasonably withheld. Developer acknowledges that the execution of this Agreement does not constitute the granting of, or a commitment to obtain, any Project Approvals required by City or any other governmental agency.

If the Project Approvals as recommended for approval by City staff or as approved by City Council do not include at least six hundred fifty (650) Residential Units and fifty (50) Veterans Housing Units, then within ninety (90) calendar days following the date of such recommendation or approval of the Project Approvals, County and Developer shall meet and confer regarding alternative methods of entitling the Property consistent with the Scope of Development, including a County-led entitlement process. Within thirty (30) calendar days after the Parties have met and conferred, the Parties shall elect, each in its sole discretion, to either proceed with development and construction of the Improvements on the Property in accordance with the Project Approvals, as issued, or proposed to be issued, by City, or to proceed with an alternative process to entitle the Property consistent with this Agreement and the Conceptual Project Plans as approved by County. In the event the Parties elect to proceed with an alternative process to entitle the Property, the Parties shall consider and each in their sole discretion attempt to approve amendments to the Schedule of Performance and Outside Date, and to other provisions of this Agreement as are reasonably necessary to accommodate such alternative entitlement process. If the Parties are unable to agree on such amendments

within sixty (60) days after the Parties have met, conferred, and elected to proceed with an alternate process to entitle the Property, this Agreement shall be terminated without any further action by the Parties, whereupon Developer shall be entitled to a refund of all or a portion of the Developer Deposit as provided in Section 5.3 below, the Escrow shall be terminated, and neither Party shall have any further liability hereunder other than those obligations which by their terms survive termination of this Agreement.

3.5 Permits. Within the times set forth in the Schedule of Performance and following approval of the Project Approvals by City, Developer, at its expense, shall use commercially reasonable, diligent efforts to apply for and secure or cause to be applied for and secured any and all ministerial permits and approvals which may be required by City and any other governmental agency having jurisdiction over the Project, including permits for the demolition and removal of structures and improvements (other than the County Morgue and Health Services Administration buildings) on the Disposition Property, encroachment or right of entry permits (if applicable) for performance of the off-site utility improvements required by the Project Approvals, and grading and building permits required to undertake, develop and construct the Improvements on the Property.

3.6 Construction Requirements.

3.6.1 General Contractor. Within the time set forth in the Schedule of Performance, Developer shall notify County of the Developer's selection of a general contractor who has the financial capacity, qualifications and experience to perform its duties and obligation under a construction contract with Developer.

3.6.2 Construction Oversight on Retained Property. County may retain a third party consultant to monitor the construction of those Improvements located on the Retained Property and ensure that Developer maintains adequate funding for completion of such Improvements, provided that such consultant shall not interfere with or cause any material delays in construction, or have access to Developer's confidential business or financial records. Developer shall reasonably cooperate with such consultant.

3.7 Conceptual Project Plans. County shall not be responsible to Developer or to any third parties in any way for (i) any defects in any Conceptual Project Plans, (ii) any defects in any of the Improvements, or (iii) any structural or other defects in any work done according to the approved Conceptual Project Plans.

3.8 Development of Project Improvements. Within the times set forth in the Schedule of Performance, Developer shall construct and develop the Improvements on the Property in accordance with the Project Approvals (and the documents on which Developer's submittals for the Project Approvals are required to be based, including this Agreement and the Conceptual Project Plans) and the final, executed Public Improvements Construction and Maintenance Agreement. All such work related to the Project shall be performed by licensed contractors.

3.9 Cost of Development. All the costs of site preparation (including demolition and removal costs), planning, designing, constructing and developing the Improvements on the Property, shall be borne solely by Developer.

3.10 Sources and Uses. Within the times set forth in the Schedule of Performance, Developer shall submit to County Administrator for review and approval a pro-forma budget (a) identifying reasonably anticipated and estimated costs of purchasing the Disposition Property and developing and constructing the Project, and (b) identifying the anticipated sources of such funds (“**Sources and Uses**”). The initial Sources and Uses submittal shall be updated from time to time (but not more frequently than quarterly) as cost estimates become more clearly defined and, to the extent such information is available, shall be accompanied by evidence reasonably satisfactory to County that upon implementation of the Sources and Uses, Developer shall have sufficient funds to meet all budget requirements. County shall conduct its review and approval of the Sources and Uses submitted confidentially (subject to the Public Records Act), and in a timely manner so as not to delay Closing. County’s approval of the Sources and Uses shall not be unreasonably withheld, conditioned, or delayed.

3.11 Insurance Requirements. Prior to Commencement of Construction and until the Final Completion of the Improvements, Developer shall take out and maintain or cause its contractor to take out and maintain, a commercial general liability policy with a minimum limit of Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage, or such other higher policy limits as may be required by Developer’s lenders or other institutions providing financing to Developer for the Project. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001). If commercial general liability insurance or other form with a general aggregate is used, the general aggregate limit shall be at least Five Million Dollars (\$5,000,000), inclusive of any umbrella policy. Developer and each of its contractors shall also take out and maintain a comprehensive automobile liability policy in an amount not less than One Million Dollars (\$1,000,000). Developer shall also take out and maintain, or shall cause its contractor to take out and maintain, contractor’s pollution liability insurance policy in an amount not less than One Million Dollars (\$1,000,000) per occurrence and annual aggregate.

In addition, prior to Commencement of Construction and until the Final Completion of the Improvements on the Property, Developer shall obtain and maintain builder’s all-risk insurance in an amount not less than the full insurable cost of the Improvements to be constructed on a replacement cost basis, or such other greater policy limits as may be required by Developer’s lenders or other institutions providing financing for the Project. Delivery of the builder’s risk policies may be phased to track the actual phasing of development of the Project. Further, Developer shall furnish or cause to be furnished to County evidence reasonably satisfactory to County that Developer and any contractor(s) with whom it has contracted for the construction of the Improvements on the Property or otherwise pursuant to this Agreement carries workers’ compensation insurance as required by law.

Companies writing the insurance required hereunder shall be licensed to do

business in the State of California. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII or otherwise reasonably acceptable to County. The commercial general liability, comprehensive automobile, and contractor's pollution liability insurance policies hereunder shall name County and County Parties as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Developer on or about the Property, including materials, parts or equipment furnished in connection with such work or operations.

Developer shall furnish County with a certificate of insurance evidencing the required insurance coverage and a duly executed endorsement evidencing such additional insured status. To the extent provided by the insurance carrier, the insurance policies shall be endorsed to notify County of any material change, cancellation or termination of the coverage at least 30 days in advance of the effective date of any such material change, cancellation or termination. Coverage provided hereunder by Developer shall be primary insurance and shall not be contributing with any insurance, self-insurance or joint self-insurance maintained by County or any County Party, and the policy shall so provide. Any insurance, self-insurance or joint self-insurance maintained by County or any County Party shall be excess of and shall not contribute with the insurance required to be maintained by Developer. The insurance policies shall contain a waiver of subrogation for the benefit of County and any County Party. The required certificate and endorsement for the Project shall be furnished by Developer to County prior to the Commencement of Construction of the Improvements.

Any deductibles or self-insured retentions must be declared to and approved by County (which shall not be unreasonably withheld, conditioned or delayed).

3.12 Intentionally Omitted.

3.13 Compliance With Applicable Laws. Developer shall carry out, and shall ensure that its contractors and subcontractors carry out the construction of the Improvements on the Property in conformity with all Applicable Laws, including all applicable state labor laws and standards; the City zoning and development standards (or in the case of those Improvements to be constructed on the Retained Property, the County zoning and development standards); building, plumbing, mechanical and electrical codes; all other applicable provisions of the City's municipal code and the County's code; and all applicable disabled and handicapped access requirements, including the Americans With Disabilities Act, 42 U.S.C. Section 12101, *et seq.*, Government Code Section 4450, *et seq.*, Government Code Section 11135, *et seq.*, and the Unruh Civil Rights Act, Civil Code Section 51, *et seq.*

3.14 Final Completion of Project; Certificate of Completion. Following Final Completion of the Improvements on the Property, Developer may request that County issue a Certificate of Completion with respect to such work. The "**Certificate of Completion**" shall be substantially in the form attached hereto as Exhibit K. County shall not unreasonably withhold, condition, or delay issuance of the Certificate of Completion. If County refuses or fails to furnish the Certificate of Completion, County shall, within ten (10) business days after Developer's written request therefor, provide Developer with a

detailed written statement of the reasons why County has refused or failed to furnish the Certificate of Completion. The statement shall also contain County's opinion of the actions Developer must take to obtain the Certificate of Completion. The Certificate of Completion shall be a conclusive determination of Developer's satisfactory completion of the work of Improvements. Any party then owning or thereafter purchasing, leasing or otherwise acquiring any interest in the Disposition Property shall not (because of such ownership, purchase, lease or acquisition) incur any obligation or liability under this Agreement, except for those continuing covenants as set forth in the Project Agreements. Notwithstanding anything in this Agreement to the contrary, the Certificate of Completion shall not constitute evidence of compliance with or satisfaction of any obligation of Developer to the holder of any mortgage, or any insurer of a mortgage securing money loaned to finance the construction of the Improvements, or any part thereof; nor shall the Certificate of Completion constitute a notice of completion as referred to in section 3093 of the California Civil Code. Except as otherwise provided herein, after Final Completion of the Project, the respective rights and obligations of the Parties with reference to the Property shall be as set forth in the Affordable Housing Covenant, the Public Improvement Construction and Maintenance Agreement, and the Facilities Lease – County Morgue and Health Services Administration.

3.15 Liens and Stop Notices. Except as otherwise expressly permitted in Section 3.17 below, Developer shall not allow to be placed on the Property or any part thereof any lien or stop notice arising from any work or materials performed or provided or alleged to have been performed or provided by Developer's contractors, subcontractors, agents or representatives. If a claim of a lien or stop notice is given or recorded affecting the Property, Developer shall within 60 days of Developer becoming aware of such recording or service: (i) pay and discharge the same; or (ii) effect the release thereof by recording and delivering to the County Administrator a surety bond in sufficient form and amount.

3.16 Right of County to Satisfy Other Liens After Closing. After Closing, and provided the requirements set forth in Section 3.15 have not been met by Developer, County shall have the right, but not the obligation, upon not less than ten (10) days prior written notice to Developer, to satisfy any such liens or stop notices. In such event, Developer shall be liable for and County shall be entitled to reimbursement by Developer for the amount reasonably paid by the County to discharge such lien or satisfy such stop notice.

3.17 Mortgage, Deed of Trust, Sale and Lease-Back Financing.

3.17.1 No Encumbrances Except Mortgages, Deeds of Trust for Development. Prior to Final Completion of the Improvements on the Property, mortgages and deeds of trust will be permitted on the Disposition Property only for the purpose of financing the construction and development of the Improvements on the Disposition Property owned by Developer. Following Final Completion of the Improvements, mortgages and deeds of trust shall be permitted for any purpose, and County shall have no approval or disapproval rights with respect thereto. The words "mortgage" and "deed of trust" as used herein shall include other appropriate modes of financing real estate acquisition, construction, and land development.

3.17.2 Holder Not Obligated to Construct Improvements. Neither the holder of any mortgage or deed of trust on the Disposition Property nor any person or entity, including any deed of trust beneficiary or mortgagee, who acquires title or possession to the Disposition Property, by foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise, shall be obligated by the provisions of this Agreement to construct or complete the Improvements on the Property or to guarantee such construction or completion. Nothing in this Agreement shall be deemed to or be construed to permit or authorize any such holder, person or entity to devote the Disposition Property or portion thereof to any uses or to construct any improvements thereon other than those uses and improvements provided for or authorized by this Agreement, the Project Agreements, the Project Approvals, or as otherwise agreed to by the County.

3.17.3 Notice of Default to Mortgagee or Deed of Trust Holders; Right to Cure. With respect to any mortgage or deed of trust granted by Developer on the Disposition Property, whenever County shall deliver any Breach Notice to Developer, County shall at the same time deliver to each holder of record of any mortgage or deed of trust on the Disposition Property (each, a "**Holder**") a copy of such Breach Notice. No Breach Notice shall be effective as to the Holder unless such Notice is also given to such Holder. Each Holder shall (insofar as the rights of County are concerned) have the right, at its option, within sixty (60) days after the receipt of the Notice, to cure or remedy or commence to cure or remedy any such Default and to add the cost thereof to the mortgage debt and the lien of its mortgage. If such breach or Default cannot reasonably be cured within such sixty (60) day period, then such Holder shall have a reasonable period of time following the expiration of such sixty (60) day period to cure or remedy such breach or Default so long as such Holder commences such cure or remedy within the initial sixty (60) day period and diligently prosecutes such cure or remedy to completion. In the event possession of the Disposition Property is required to effectuate such cure or remedy, the Holder shall be deemed to have timely cured or remedied if it commences the proceedings necessary to obtain possession thereof within sixty (60) days, diligently pursues such proceedings to completion, and, after obtaining possession, diligently completes such cure or remedy (the foregoing time periods being subject to extension during the period that such Holder is precluded from taking or pursuing any such action as a consequence of any bankruptcy stay or other court order). Nothing in this Agreement shall preclude or prevent any Holder from curing or remedying any breach or Default by Developer hereunder, and County agrees to accept any such cure or remedy undertaken by any such Holder. Nothing in this Agreement shall be interpreted to cause an acceleration of the debt due under the instrument secured by such mortgage or deed of trust.

3.18 Covenants Regarding Operation, Management and Maintenance Prior to Closing. From the Date of Agreement until the Closing or earlier termination of this Agreement, County shall operate, manage and maintain the Disposition Property in a manner generally consistent with the manner in which County has operated, managed and maintained the Disposition Property prior to the date hereof. Notwithstanding the foregoing, from and after the Date of Agreement, excepting the continued use of all or a portion of the Disposition Property for County sponsored events or activities (which use shall require the prior written consent of Developer not to be unreasonably withheld,

conditioned or delayed), County shall not: (a) cause nor voluntarily permit, any new lien, encumbrance or any other matter to cause the condition of title to be changed, without Developer's prior written consent in Developer's sole discretion, other than liens or other assessments, bonds, or special district liens including without limitation, Community Facility Districts, that arise by reason of any local, City, municipal or County project or special district; (b) enter into any agreements with any governmental agency, utility company or any person or entity regarding the Disposition Property, which would remain in effect after the Closing (other than to implement any matter described in (a) above), without obtaining Developer's prior written consent in Developer's sole discretion; or (c) amend any existing licenses, agreements or leases, or enter into any new licenses, agreements or leases, that would give any person or entity any right of possession to any portion of the Disposition Property or which would remain in effect after the Closing.

4. COVENANTS, RESTRICTIONS AND AGREEMENTS.

4.1 Affordable Units. As more particularly set forth in the Affordable Housing Covenant, twenty percent (20%) of all Residential Units shall be rented to and occupied by an Very Low Income Households at an Affordable Rent for a period of not less than fifty-five (55) years (each, an "**Affordable Unit**" and, collectively, the "**Affordable Units**"). The Affordable Units shall include a mix of sizes and bedroom counts generally consistent with the Project's overall mix of Residential Units.

4.2 Senior Units. Between 100 and 250 of all Residential Units shall be Senior Units. As more particularly set forth in the Affordable Housing Covenant, twenty percent (20%) of all Senior Units shall be rented to and occupied by Very Low Income Households at an Affordable Rent for a period of not less than fifty-five (55) years (each, an "**Affordable Senior Unit**" and, collectively, the "**Affordable Senior Units**"). The Affordable Senior Units shall include a mix of sizes and bedroom counts generally consistent with the Project's overall mix of Senior Units.

4.3 Veteran Units. As more particularly set forth in the Affordable Housing Covenant, Developer shall develop and construct between 50 and 60 Veteran Units all of which shall to be rented to and occupied by Very Low Income Households at an Affordable Rent for a period of not less than fifty-five (55) years (each, an "**Affordable Veteran Unit**" and, collectively, the "**Affordable Veteran Units**"). The Affordable Veterans Units may be made available to HUD VASH qualified households or configured and built as single room occupancy units. This will be determined and dictated by Developer's low-income housing development partners and the availability of funding sources at the time of construction.

4.4 Marketing of Affordable/Senior/Veteran Units. Developer shall be responsible for marketing the Affordable Units, Affordable Senior Units, and Affordable Veteran Units in accordance with requirements imposed by the City of Santa Rosa in connection with approval of the Land Use Entitlements.

4.5 Supportive Services to Residents. Developer shall be responsible for ensuring that adequate supportive services are provided to residents of the Affordable

Units, Affordable Senior Units and Affordable Veterans Units in accordance with requirements imposed by the City of Santa Rosa in connection with approval of the Land Use Entitlements.

4.6 Affordable Housing Covenant. Developer's covenants with respect to the development, use, maintenance, and operation of the Affordable Units, Affordable Senior Units and Affordable Veterans Units shall be more particularly set forth in the Affordable Housing Covenant, which shall run with the Disposition Property and be binding on Developer and its successors and assigns for the period of time set forth therein. The Affordable Housing Covenant shall be executed in the form attached as Exhibit E, subject to non-substantive formatting and/or clerical modifications. In addition, the Parties shall include the approved Residential Marketing Plan and Supportive Services Plan as exhibits to the Affordable Housing Covenant prior to execution and recordation. The Affordable Housing Covenant shall be recorded against the Disposition Property immediately following delivery and recordation of the Grant Deed and shall have priority over the liens of all mortgages, deeds of trust and other liens (other than the lien for current, unpaid property taxes and assessments). Developer shall cause all such mortgagees, deed of trust beneficiaries and other lien holders to execute and deliver to County for recordation in the Official Records of Sonoma County a subordination agreement in a form reasonably acceptable to County Counsel and to such lien holders subordinating such mortgages, deeds of trust and other liens to the Affordable Housing Covenant ("**Subordination Agreement**").

4.7 Facilities Lease. Immediately upon Closing Developer shall, as more particularly set forth in the Facilities Lease – County Morgue and Health Services Administration, lease the existing County Morgue and Health Services Administration facilities to the County for an initial period of five (5) years from the date of Closing at a base rent of \$1.00 per year. At the end of the 5 year initial lease term, County shall have the option of extending the lease term for up to an additional ten (10) years at a discounted per square foot rent equal to 80% of the then current fair market value rent. The Facilities Lease – County Morgue and Health Services Administration shall be executed in the form attached as Exhibit H, subject to non-substantive formatting and/or clerical modifications. County, at its option, may require that separate lease agreements, each substantially in the form attached as Exhibit H, be entered into with the respect to the County Morgue and Health Services Administration facilities.

4.8 Public Improvements. Developer shall, as more particularly set forth in the Public Improvement Construction and Maintenance Agreement, construct public improvements on the Retained Property as generally described in the Scope of Development, and as further refined in the Conceptual Project Plans and Project Approvals, and maintain said improvements in perpetuity in conjunction with its maintenance of publicly accessible improvements on the Disposition Property. The Public Improvement Construction and Maintenance Agreement shall be in the form attached as Exhibit G, subject to non-substantive formatting and/or clerical modifications.

4.9 Parcel J Conservation Easement. Developer shall dedicate to a conservation organization reasonably acceptable to the County Administrator and County

Counsel at Closing and as a condition of the Close of Escrow, a conservation easement providing for perpetual use of Parcel J exclusively for conservation purposes. The conservation easement shall be recorded in the Official Records of Sonoma County and shall be in a form reasonably acceptable to County Counsel and Developer.

4.10 Taxes and Assessments. After the Closing, it shall be Developer's responsibility to pay prior to delinquency all ad valorem real estate taxes and assessments on the Disposition Property and the Project, subject to Developer's right to contest in good faith any such taxes.

4.11 Effect and Duration of Covenants. The covenants established in the Project Agreements shall, without regard to technical classification and designation, be binding upon and inure for the benefit and in favor of the Parties hereto and their respective successors and assigns. The Project Agreements and the covenants therein shall run in favor of the County without regard to whether the County has been, remains, or is an owner of any land or interest in the Disposition Property. County shall have the right, if the Project Agreements or the covenants therein are breached beyond any applicable time to cure, to exercise all rights and remedies and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it may be entitled under the terms of the Project Agreements.

5. DEFAULTS AND REMEDIES.

5.1 Default Remedies - General. Subject to the extensions of time for Force Majeure Delay as set forth in Section 6.2, failure by Developer or County to perform any action or covenant required by this Agreement within the time periods provided herein following Notice and failure to cure as described hereafter, constitutes a "**Default**" under this Agreement. A Party claiming a Default shall provide a written Notice of default to the other Party specifying the default complained of (each, a "**Breach Notice**"). The claimant shall not institute any proceeding against any other Party and the other Party shall not be in default if such Party cures the default within thirty (30) days from receipt of such Breach Notice, or in the case of non-monetary defaults which cannot reasonably be cured within such 30-day period, the Party who has failed to perform commences to cure, correct or remedy such failure or delay and completes such cure, correction or remedy with diligence and in any event within ninety (90) days of the Breach Notice.

5.2 Legal Actions.

5.2.1 Institution of Legal Actions. Subject to the limitations set forth in this Agreement, upon the occurrence of a Default which has not been timely cured, the non-defaulting Party shall have the right to terminate this Agreement or institute any action at law or in equity to cure, correct, prevent or remedy the Default, or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the Superior Court of the County of Sonoma, State of California, or in the Federal District Court for the Northern District of the State of California.

5.2.2 Limitations on Remedies. Neither Party shall have the right to recover any actual, consequential, special or punitive damages in the event of a Default by the other Party; the foregoing notwithstanding, in the event of a County Default related to failure to repay the Developer Deposit or Developer Refund as provided by Section 5.3 below, Developer shall be entitled to recover actual damages in an amount not to exceed the Developer Deposit or Developer Refund, as applicable, that remains outstanding.

5.2.3 Acceptance of Service of Process. In the event that any legal action is commenced by Developer against County, service of process on County shall be made by personal service upon the County Clerk of the County or in such other manner as may be provided by law. In the event that any legal action is commenced by County against Developer, service of process on Developer shall be made in any manner as may be provided by law.

5.3 Termination. In addition to the termination of this Agreement provided for under Sections 1.3.4, 2.7, 2.9.2, 2.13, 3.4 and 6.20.2, this Agreement may be terminated: (i) if there is an uncured Default, after Notice from the party not in default and expiration of all cure periods, or (ii) if there is a failure of an express Developer Condition Precedent or County Condition Precedent (which is not waived by the Party whom the condition benefits). If requested by County, upon termination of this Agreement, Developer shall promptly execute and deliver to County a quitclaim deed, in recordable form, as to the Property.

In the event that this Agreement is terminated prior to Closing due to failure of an express Developer Condition Precedent (which is not waived by Developer) or an uncured Default by County, or by Developer pursuant to Sections 2.9.2 or 2.13, County shall repay to Developer the full amount of the Developer Deposit, plus interest thereon calculated as provided below, on or before the date which is two (2) years following the date of termination of this Agreement. Simple interest on the Developer Deposit shall accrue at the prime rate in effect on the date the Developer Deposit was delivered into Escrow, as published in the Wall Street Journal, until the Developer Deposit is repaid in full.

If this Agreement is terminated prior to Closing due to an uncured Default by Developer, Developer shall be entitled to a partial refund of the Developer Deposit in the amount of Two Million and 00/100 dollars (\$2,000,000.00) ("**Developer Refund**"), and the balance of the Developer Deposit of Five Hundred Thousand and 00/00 Dollars (\$500,000.00) ("**County Damages**") shall be retained by County as liquidated damages as provided in Section 5.4 below. County shall repay to Developer the Developer Refund, plus interest thereon calculated as provided below, on or before the date which is two (2) years following the date of termination of this Agreement. Simple interest on the Developer Refund shall accrue at the prime rate in effect on the date the Developer Deposit was delivered into Escrow, as published in the Wall Street Journal, until the Developer Refund is repaid in full.

5.4 Liquidated Damages in the Event of Developer Failure to Close Escrow on the Disposition Property. SUBJECT TO NOTICE AND EXPIRATION OF APPLICABLE

6. GENERAL PROVISIONS.

6.1 Notices, Demands and Communications Between the Parties. Any approval, disapproval, demand, or other notice (“**Notice**”) which either Party may desire to give to the other Party under this Agreement must be in writing and shall be given by certified mail, return receipt requested and postage prepaid, personal delivery, or reputable overnight courier (but not by facsimile or email), to the Party to whom the Notice is directed at the address of the Party as set forth below, or at any other address as that Party may later designate by Notice.

To County: County of Sonoma
General Services Department
2300 County Center Drive, Suite A200
Santa Rosa, CA 95403
Attention: Caroline Judy, Director
Telephone: (707) 565-8058
Email: Caroline.Judy@sonoma-county.org

With a copy to: County of Sonoma
Office of the County Counsel
575 Administration Drive, Room 105A
Santa Rosa, CA 95403
Attention: Robert Pittman, Chief Deputy
County Counsel
Telephone: (707) 565-3310
Email: Robert.Pittman@sonoma-county.org

And: Burke, Williams & Sorensen LLP
1901 Harrison Street, Suite 900
Oakland, CA 94612
Attention: Gerald Ramiza/Michael Biddle
Telephone: (510) 273-8780
Email: JRamiza@bwslaw.com ;
MBiddle@bwslaw.com.

To Developer: Chanate Community Development
Partners, LLC
9240 Old Redwood Hwy, Suite 200
Windsor, CA 95492
Attention: Komron Shahhosseini, Project
Manager
Telephone: (707) 535-3200
Email: komron@oakmontsl.com

With a copy to: Jeremy L. Olsan
Perry, Johnson, Anderson, Miller &
Moskowitz LLP

438 First Street, Fourth Floor
Santa Rosa, CA 95401
Telephone: (707) 525-8800
Email: olsan@perrylaw.net

Any Notice shall be deemed received (i) on the date of delivery if delivered by personal service, (ii) on the date of delivery or refused delivery as shown by the return receipt if sent by certified mail, or (iii) on the date of delivery or refused delivery as shown by the records of the overnight courier if sent via nationally recognized overnight courier. Notices sent by a Party's attorney on behalf of such Party shall be deemed delivered by such Party.

6.2 Enforced Delay; Extension of Times of Performance. In addition to specific provisions of this Agreement, performance by either Party hereunder shall not be deemed to be in Default, and all performance and other dates specified in this Agreement shall be extended, where delays or Defaults are due to causes beyond the control or without the fault of the Party claiming an extension of time to perform, which may include the following: war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions or priority; environmental conditions, pre-existing or discovered, delaying the construction or development of the Disposition Property, or any portion thereof following Closing; litigation, including third party legal challenges, if any, related to Project land use approvals and entitlements; unusually severe weather; or inability to secure necessary labor, materials or tools (each a "**Force Majeure Delay**").

An extension of time for any such cause shall be for the period of the Force Majeure Delay and shall commence to run from the time of the commencement of the cause, if Notice by the Party claiming such extension is sent to the other Party within thirty (30) days of the commencement of the cause. If Notice is sent after such 30 day period, then the extension shall commence to run no sooner than 30 days prior to the giving of such Notice. Any Notice claiming an extension of time for an alleged Force Majeure Delay shall be supported by reliable information and documentation provided as part of the Notice; further, the Party claiming the extension of time shall regularly update the other Party, no less frequently than once every thirty (30) days, as to the continued justification of the alleged Force Majeure Delay, supported by reliable information and documentation. Notwithstanding any provision of this Agreement to the contrary, the lack of funding to commence and/or complete the Improvements on the Property shall not constitute grounds of Force Majeure Delay pursuant to this Section 6.2.

Times of performance under this Agreement may also be extended in writing by the County and Developer as agreed to in the sole discretion of each Party ("**Agreed Extension of Performance**"). The County Administrator may, on behalf of County, agree to no more than a cumulative total of three hundred sixty-five (365) calendar days extension of time for performance under this Agreement as an Agreed Extension of

Performance. Any such extension beyond 365 calendar days shall require the approval of the Board which it may consider and approve or disapprove in its sole discretion.

6.3 Successors and Assigns. Subject to the restrictions on Developer transfers set forth in Section 1.3 above, all of the terms, covenants and conditions of this Agreement shall be binding upon Developer and County and their respective successors and assigns. Whenever the term "Developer" is used in this Agreement, such term shall include any permitted successors and assigns as herein provided.

6.4 Relationship between County and Developer. It is hereby acknowledged that the relationship between County and Developer is not that of a partnership or joint venture and that County and Developer shall not be deemed or construed for any purpose to be the agent of the other. Accordingly, except as expressly provided herein or in the exhibits hereto, County shall have no rights, powers, duties or obligations with respect to the development, operation, maintenance or management of the Improvements on the Property.

6.5 County Approvals and Actions. Whenever a reference is made herein to an action or approval to be undertaken by County, the County Administrator or his or her designee is authorized to act on behalf of County, unless specifically provided otherwise or the context requires otherwise.

6.6 Counterparts; Facsimile and Electronic Signatures. This Agreement may be executed simultaneously or in any number of counterparts, each of which shall be deemed an original, equally admissible in evidence, but all of which together shall constitute one and the same Agreement, notwithstanding that the signatures of each party or their respective representatives do not appear on the same page of this Agreement. The Parties hereby acknowledge and agree that facsimile signatures, electronic signatures that comply with the eSign Act (15 U.S.C. Ch. 96) (such as DocuSign or ZipLogix Digital Ink signatures), or signatures transmitted by electronic mail in so-called "pdf" format shall be legal and binding and shall have the same full force and effect as if an original of this Agreement had been delivered. The Parties hereto (a) intend to be bound by the signatures on any document sent by electronic means including by facsimile or electronic mail, (b) are aware that the other party will rely on such signatures, and (c) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature.

6.7 Integration. This Agreement, including the exhibits attached hereto which are expressly incorporated herein by this reference, and the other Project Agreements contain the entire understanding between the Parties relating to the transactions contemplated by this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, other than the other Project Agreements, are merged in this Agreement and shall be of no further force or effect. Each Party is entering this Agreement based solely upon the representations set forth herein and upon each Party's own independent investigation of any and all facts such Party deems material.

6.8 Brokerage Commissions. County and Developer each represents to the other that it has not engaged the services of any finder or broker and that it is not liable for any real estate commissions, broker's fees, or finder's fees which may accrue by means of the conveyance of the Disposition Property, or the negotiation and execution of this Agreement. Each Party shall indemnify, defend, protect and hold the other Party harmless from any and all Claims based upon any assertion that such commissions or fees are allegedly due from the Party making such representations.

6.9 Titles and Captions. Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of this Agreement or of any of its terms. References to section numbers are to sections in this Agreement, unless expressly stated otherwise. References to specific section numbers shall include all subsections which follow the referenced section.

6.10 Interpretation. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others where and when the context so dictates. The words "include" and "including" shall be construed as if followed by the words "without limitation." The Parties acknowledge that each Party and his, her or its counsel have reviewed and revised this Agreement and that the rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any document executed and delivered by either Party in connection with this Agreement.

6.11 Modifications. Any alteration, change or modification of or to this Agreement or the Project Agreements in order to become effective, shall be made in writing and in each instance signed on behalf of each Party. County, acting by and through its County Administrator upon the approval of the County Counsel, may approve alterations, changes or modifications to this Agreement and the Project Agreements without further approval of the Board of the County as may be requested by Developer's construction lender or lenders, or as otherwise agreed to by the Parties, provided such alterations, changes or modifications do not materially increase or decrease the legal, equitable or financial obligations or rights of the County hereunder, or decrease the amount of the Purchase Price.

6.12 Severability. If any term, provision, condition or covenant of this Agreement or its application to any Party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

6.13 Computation of Time. The time within which any act is to be done under this Agreement is computed by excluding the first day, and including the last day, unless the last day is a holiday or Saturday or Sunday, and then that day is also excluded. The term "holiday" shall mean all holidays as specified in Sections 6700 and 6701 of the California Government Code. If any act is to be done by a particular time during a day, that time shall be Pacific Time Zone time.

6.14 Legal Advice. Each Party represents and warrants to the other the following: they have carefully read this Agreement, and in signing this Agreement, they do so with full knowledge of any right which they may have; they have received independent legal advice from their respective legal counsel as to the matters set forth in this Agreement, or have knowingly chosen not to consult legal counsel as to the matters set forth in this Agreement; and, they have freely signed this Agreement without any reliance upon any agreement, promise, statement or representation by or on behalf of the other Party, or their respective agents, employees, or attorneys, except as specifically set forth in this Agreement, and without duress or coercion, whether economic or otherwise.

6.15 Time of Essence. Time is expressly made of the essence with respect to the performance by County and Developer of each and every obligation and condition of this Agreement.

6.16 Cooperation. Each Party agrees to cooperate with the other in this transaction and, in that regard, shall execute any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement.

6.17 Conflicts of Interest. No County Party shall have any personal interest, direct or indirect, in this Agreement, nor shall any such County Party participate in any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.

6.18 Time for Acceptance of Agreement by County. This Agreement, when executed by Developer and delivered to County, must be authorized, executed and delivered by County on or before ninety (90) days after signing and delivery of this Agreement by Developer or this Agreement shall be void, except to the extent that Developer may consent in writing to a further extension of time for the authorization, execution and delivery of this Agreement. Developer hereby acknowledges that the authorization, execution and delivery of this Agreement by County, requires the approval of the Board of the County by adoption of an ordinance.

6.19 Developer's Indemnity. Developer shall defend (with counsel reasonably acceptable to County), indemnify, assume all responsibility for, and hold County and County Parties, harmless from and against any and all Claims, arising directly or indirectly from the acts or omissions of Developer, or anyone directly or indirectly employed or contracted with by Developer, or Developer's investigation, ownership, development, use, or operation of the Disposition Property or any portion thereof, excepting those liabilities which are caused by County or County Parties' gross negligence or willful misconduct. Without limiting the generality of the foregoing, Developer specifically agrees to indemnify, defend and hold harmless the County and County Parties from any Claims resulting from Developer's failure to comply with Applicable Laws. The provisions of this Section 6.19 are not limited by and do not affect the provisions of this Agreement relating to insurance in Section 3.11. Notwithstanding anything to the contrary in this Section,

any claims related to Initial Litigation Challenge shall be controlled exclusively by Section 6.20.

6.20 Cooperation in the Event of Legal Challenge to this Agreement or the Project Approvals. The Parties may cooperate in the defense of any court action or proceeding instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the County's initial approval of this Agreement or the City's approval of any Project Approvals ("**Initial Litigation Challenge**"), and the Parties shall keep each other informed of all developments relating to such defense, subject only to confidentiality requirements that may prevent the communication of such information. The foregoing notwithstanding, the County may choose not to defend any such proceeding challenging the validity of any provision of this Agreement or the County's initial approval of this Agreement or the City's approval of one or more of the Project Approvals.

6.20.1 Meet and Confer. If an Initial Litigation Challenge is filed, upon receipt of the complaint, the Parties will have 20 days to meet and confer regarding the merits of such Initial Litigation Challenge and to determine whether to defend against the Initial Litigation Challenge, which period may be extended by the Parties' mutual agreement so long as it does not impact any litigation deadlines. The County and Developer mutually commit to meet all required litigation timelines and deadlines. The Parties may enter a joint defense agreement, which will include among other things, provisions regarding confidentiality. The County Administrator is authorized to negotiate and enter such joint defense agreement in a form acceptable to the County Counsel. Such joint defense agreement shall also provide that any proposed settlement of an Initial Litigation Challenge shall be subject to County's and Developer's approval, each in its reasonable discretion. If the terms of the proposed settlement would constitute an amendment or modification of this Agreement, or cause an increase in Developer's costs or expenses in any way, the settlement shall not become effective unless such amendment or modification is approved by Developer in Developer's sole discretion, and by County in County's sole discretion and in accordance with Applicable Laws.

6.20.2 Defense Election. If, after meeting and conferring, the Parties mutually agree (each in its sole discretion) to defend against the Initial Litigation Challenge, then the following shall apply:

(a) For the purposes of cost-efficiency and coordination, the Parties shall first consider defending the Initial Litigation Challenge jointly, with counsel and under terms of joint representation mutually acceptable to the County and Developer (each in its sole discretion), at the Developer's sole cost and expense. If the Parties cannot reach timely and mutual agreement on a joint counsel, and Developer continues to elect (in its sole discretion) to defend against the Initial Litigation Challenge, then: (i) Developer shall take the lead role defending such Initial Litigation Challenge and may, in its sole discretion, elect to be represented by the legal counsel of its choice; (ii) County may, in its sole discretion, elect to be separately represented by the outside legal counsel of its choice in any such action or proceeding with the reasonable costs of such representation to be paid by Developer; and (iii) Developer shall reimburse County, within

ten (10) business days following County's written demand therefor, which may be made from time to time during the course of such litigation, all necessary and reasonable costs incurred by County in connection with the Initial Litigation Challenge, including County's outside legal fees and costs, and court costs.

(b) The Parties intend that the County's role under subsection 6.20.2(a) above shall be primarily oversight although the County reserves its right to protect the County's interests, and the County shall make good faith efforts to maximize coordination (for example, minimizing filing separate briefs, and duplication of effort to the extent feasible).

(c) For any Initial Litigation Challenge which the Developer has elected to defend under this Section 6.20.2(a), Developer shall indemnify and hold harmless the County and County Parties from any Claims, including attorneys' fees awarded under Code of Civil Procedure Section 1021.5, assessed or awarded against County by way of judgment, settlement, or stipulation), related to such Initial Litigation Challenge.

(d) If Developer elects, in its sole discretion, not to defend against the Initial Litigation Challenge, it shall deliver written Notice to the County regarding such decision. If Developer elects not to defend, the County has the right, but not the obligation, to proceed to defend against the Initial Litigation Challenge and, in such event, County shall take the lead role defending such Initial Litigation Challenge and may, in its sole discretion, elect to be represented by the legal counsel of its choice, at its sole cost and expense. If Developer elects not to defend, the County has the right, but not the obligation, to terminate this Agreement, in which case the Developer Deposit (less the Independent Consideration) shall be refunded to Developer as provided in Section 5.3 and this Agreement, other than those provisions which by their terms survive expiration or termination hereof, shall be of no further force or effect.

6.21 Non-liability of Officials and Employees of County. No County Party shall be personally liable to Developer, or any successor in interest, in the event of any Default or breach by County or for any amount which may become due to Developer or its successors, or on any obligations under the terms of this Agreement. Developer hereby waives and releases any Claims it may have against the officials or employees of County with respect to any Default or breach by County or for any amount which may become due to Developer or its successors under the terms of this Agreement.

6.22 Memorandum of DDA. A "Memorandum of DDA" in the form of Exhibit L attached hereto shall be recorded against the Disposition Property upon the full execution of this Agreement. In the event of termination of this Agreement in accordance with the terms hereof, Developer shall promptly deliver to County a quitclaim deed, in recordable form, releasing Developer's interest in the Property, along with such other documents reasonably required by a national title company's underwriter to remove the effect of the Memorandum and this Agreement from title to the Property.

6.23 Legal Fees. If any Party to this Agreement brings any action or suit against the other Party regarding any matter relating to or arising out of this Agreement, then all Parties shall bear their own fees, costs and expenses incurred therein, including any and all attorneys' fees.

6.24 Applicable Law; Venue. The laws of the State of California, without regard to conflict of laws principles, shall govern the interpretation and enforcement of this Agreement. The exclusive venue for any disputes or legal actions shall be the Superior Court of California in and for the County of Sonoma or the United States District Court, Northern District of California.

6.25 Survival. The provisions of Sections 1.2.1, 1.2.2 and 2.11.3, and the Parties' indemnification obligations under Sections 6.8, 6.19 and 6.20 shall survive the Closing or the earlier or later termination of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

COUNTY:

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

By:

Shirlee Zane, Chair
Board of Supervisors

APPROVED AS TO FORM:

By:

Robert Pittman, Chief Deputy County Counsel

ATTEST:

By:

_____, County Clerk

DEVELOPER:

CHANATE COMMUNITY DEVELOPMENT PARTNERS, LLC, a
California limited liability company

By:

William P. Gallaher, Its Managing Member

EXHIBIT A SITE PLAN

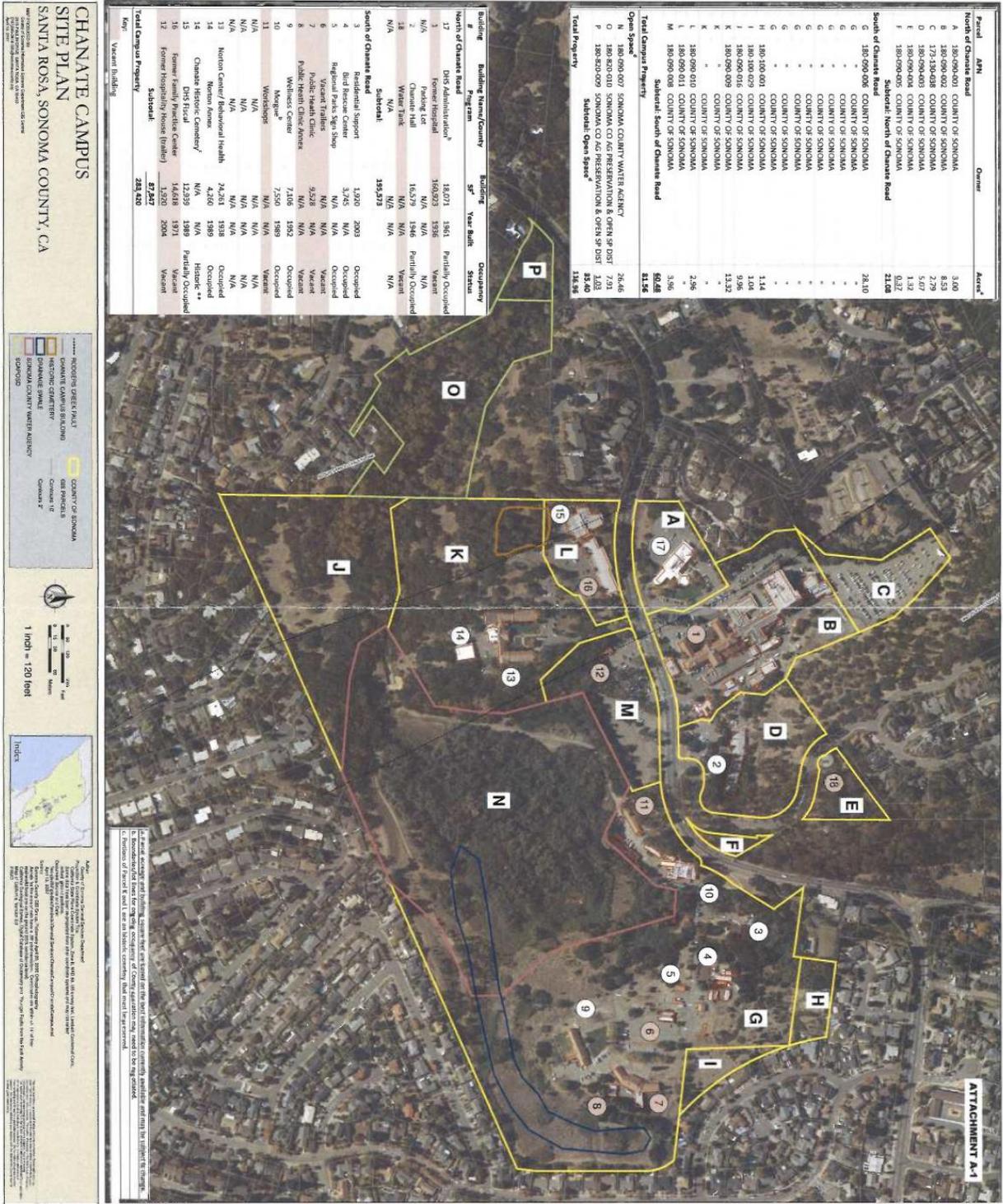


EXHIBIT B

LEGAL DESCRIPTION – RETAINED PROPERTY

PARCEL ONE (RFP Map Letter Label-P): (APN: 180-820-009)

Total acreage: 1.03

COMMENCING AT THE MOST WESTERLY POINT OF PARCEL 2, AS SHOWN UPON THAT MAP TITLED "PARCEL MAP NO. 579", FILED FOR RECORD IN BOOK 578 OF MAPS, AT PAGES 26-29 SONOMA COUNTY OFFICIAL RECORDS, SAID POINT IS FURTHER DESCRIBED AS BEING A POINT ON THE SOUTHERLY LINE OF PARCEL 1, AS SHOWN UPON SAID MAP, SAID POINT IS ALSO DESCRIBED AS BEING A POINT ON THE SOUTHERLY LINE OF LOT 3, AS SHOWN UPON THAT MAP ENTITLED "CITY OF SANTA ROSA PARCEL MAP NO. 373", FILED FOR RECORD IN BOOK 339 OF MAPS, AT PAGES 44-45; THENCE ALONG SAID SOUTHERLY LINE NORTH 89° 23' 11" WEST 206.41 FEET TO THE POINT OF BEGINNING SAID POINT IS FURTHER DESCRIBED AS A POINT ON THE SOUTHERLY LINE OF LOT 1, AS SHOWN UPON SAID MAP TITLED "CITY OF SANTA ROSA PARCEL MAP NO. 373"; THENCE LEAVING SAID SOUTHERLY LINE SOUTH 00° 36' 49" WEST, 224.00 FEET TO A POINT ON THE NORTHERLY LINE OF THE PARCEL OF LAND GRANTED TO THE PAUL V. BARTHLOW AND ANN B. BARTHLOW 1990 LIVING TRUST BY GRANT DEED DOCUMENT 1996-0060760, OFFICIAL RECORDS, SONOMA COUNTY RECORDS; THENCE ALONG SAID NORTHERLY LINE NORTH 63° 46' 21" WEST, 216.82 FEET TO THE NORTHEASTERLY CORNER OF LOT 1, BLOCK 1, AS SHOWN ON THE MAP TITLED "TRACT NO. 19 BONAVITA HEIGHTS", FILED FOR RECORD IN BOOK 56 OF MAPS, PAGES 3-7, SONOMA COUNTY RECORDS; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID LOT 1, BLOCK 1, SOUTH 39° 36' 31" WEST 7.94 FEET; THENCE LEAVING SAID SOUTHEASTERLY LINE, NORTH 57° 42' 58" WEST, 70.03 FEET ALONG THE NORTHEASTERLY LINE OF THE PARCEL OF LAND GRANTED TO CHARLES HOWARD PERKINS BY GRANT DEED, FILED IN BOOK 3465 OF OFFICIAL RECORDS AT PAGE 644, SONOMA COUNTY RECORDS; THENCE LEAVING SAID NORTHEASTERLY LINE OF SAID LAND ALONG THE MOST NORTHERLY LINE OF SAID LAND, NORTH 65° 24' 36" WEST, 29.71 FEET; THENCE LEAVING SAID NORTHERLY LINE ALONG A CURVE TO THE LEFT, TANGENT TO THE PRECEDING COURSE, HAVING A RADIUS OF 40 FEET, THROUGH A CENTRAL ANGLE OF 73° 27' 34", FOR AN ARC DISTANCE OF 51.28 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF CHANATE ROAD AS DESCRIBED BY DEED, FILED IN BOOK 921 OF OFFICIAL RECORDS AT PAGE 347, SONOMA COUNTY RECORDS; THENCE ALONG SAID RIGHT OF WAY LINE ALONG A CURVE TO THE RIGHT, NON-TANGENT TO THE PRECEDING COURSE, WHOSE CENTER BEARS SOUTH 48° 52' 10" EAST, HAVING A RADIUS OF 855.00 FEET, THROUGH A CENTRAL ANGLE OF 09° 20' 38", FOR AN ARC DISTANCE OF 139.43 FEET TO A POINT OF THE SOUTHERLY LINE OF LOT 1 AS SHOWN UPON SAID MAP ENTITLED "CITY OF SANTA ROSA PARCEL MAP NO. 373"; THENCE ALONG SAID SOUTHERLY LINE, SOUTH 89° 23' 11" EAST 235.11 FEET TO THE POINT OF BEGINNING.

PARCEL TWO (RFP Map Letter Label-O): (APN: 180-820-010)
Total acreage: 7.89

BEGINNING AT THE MOST WESTERLY POINT OF PARCEL 2, AS SHOWN UPON THAT MAP ENTITLED "PARCEL MAP NO. 579", FILED FOR RECORD IN BOOK 578 OF MAPS, AT PAGE 26-29, SONOMA COUNTY OFFICIAL RECORDS, SAID POINT OF BEGINNING IS FURTHER DESCRIBED AS BEING A POINT ON THE SOUTHERLY LINE OF PARCEL 1, AS SHOWN UPON SAID MAP; THENCE LEAVING SAID SOUTHERLY LINE OF PARCEL 1 ALONG THE WESTERLY LINE OF SAID PARCEL 2, SOUTH 17° 32' 00" EAST 159.54 FEET; THENCE LEAVING SAID WESTERLY LINE ALONG A SOUTHWESTERLY LINE OF SAID PARCEL 2, SOUTH 57° 56' 58" EAST 221.09 FEET; THENCE LEAVING SAID SOUTHWESTERLY LINE ALONG A SOUTHERLY LINE OF SAID PARCEL 2, SOUTH 77° 38' 23" EAST 260.60 FEET; THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL 2, SOUTH 80° 08' 37" EAST 124.67 FEET TO A POINT ON THE WESTERLY LINE OF PARCEL 3, AS SHOWN UPON THAT MAP ENTITLED "RECORD OF SURVEY", FILED FOR RECORD IN BOOK 547 OF MAPS, AT PAGES 47-50, SONOMA COUNTY RECORDS; THENCE LEAVING THE SOUTHERLY LINE OF SAID PARCEL 2 ALONG THE WESTERLY LINES OF SAID PARCEL 3 AND PARCEL 5, AS SHOWN UPON SAID MAP SOUTH 00° 27' 26" WEST 487.56 FEET TO A POINT ON THE NORTHEASTERLY LINE OF A 20 FOOT STRIP OF LAND DESIGNATED AS A RIGHT OF WAY AND A PUBLIC UTILITIES EASEMENT ON THE MAP TITLED "TRACT NO. 19 BONAVITA HEIGHTS", FILED FOR RECORD IN BOOK 56 OF MAPS, PAGES 3-7, SONOMA COUNTY RECORDS; THENCE ALONG SAID NORTHEASTERLY LINE NORTH 54° 58' 14" WEST 172.00 FEET; THENCE LEAVING SAID NORTHEASTERLY LINE CONTINUING NORTH 54° 58' 14" WEST 5.17 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF THE PARCEL OF LAND GRANTED TO BARBARA UNTHANK BY DEED FILED IN BOOK 2823 OF OFFICIAL RECORDS, PAGE 613, SONOMA COUNTY RECORDS; THENCE ALONG SAID SOUTHEASTERLY LINE NORTH 50° 13' 10" EAST 72.88 FEET TO A POINT BEING THE EASTERLY CORNER OF THE SAID LANDS OF UNTHANK; THENCE LEAVING SAID EASTERLY CORNER ALONG THE NORTHEASTERLY LINE OF SAID LAND NORTH 57° 26' 50" WEST 149.48 FEET TO A POINT BEING THE NORTHERLY CORNER OF THE SAID LANDS OF UNTHANK; THENCE LEAVING SAID NORTHERLY CORNER ALONG THE NORTHWESTERLY LINE OF SAID LAND SOUTH 50° 18' 19" WEST, 200.30 FEET TO A POINT BEING THE WESTERLY CORNER OF THE SAID LANDS OF UNTHANK; THENCE LEAVING SAID WESTERLY CORNER ALONG THE SOUTHWESTERLY LINE OF SAID LAND SOUTH 57° 44' 46" EAST 150.05 FEET TO A POINT BEING THE SOUTHERLY CORNER OF THE SAID LANDS OF UNTHANK; THENCE LEAVING SAID SOUTHERLY CORNER SOUTH 50° 18' 43" WEST 26.41 FEET TO THE MOST EASTERLY CORNER OF LOT 2, AS SHOWN ON THAT MAP TITLED "CITY OF SANTA ROSA PARCEL MAP NO. 361", FILED FOR RECORD IN BOOK 341 OF MAPS AT PAGES 32-33, SONOMA COUNTY RECORDS; THENCE ALONG THE NORTHERLY LINE OF SAID LOT 2 AND LOT 1, AS SHOWN UPON SAID MAP NORTH 57° 41' 02" WEST 239.52 FEET; THENCE LEAVING SAID NORTHERLY LINE ALONG THE NORTHWESTERLY LINE OF SAID LOT 1, SOUTH 58° 42' 50" WEST 42.86 FEET TO THE MOST EASTERLY CORNER OF THE PARCEL OF LAND GRANTED TO THE

JOSEPH P. LONG AND GERALDINE CORRINE LONG 1997 REVOCABLE LIVING TRUST BY GRANT DEED DOCUMENT 1998-0078249, OFFICIAL RECORDS, SONOMA COUNTY RECORDS; THENCE ALONG THE NORTHEASTERLY LINE OF SAID LAND NORTH 38° 21' 17" WEST 166.00 FEET TO THE MOST NORTHERLY POINT OF SAID LAND AND ALSO DESCRIBED AS A POINT ON THE SOUTHEASTERLY LINE OF THE PARCEL OF LAND GRANTED TO THE BEN R. AND MARY C. WEEKS TRUST BY QUIT CLAIM DEED DOCUMENT 1992-0010054, OFFICIAL RECORDS, SONOMA COUNTY RECORDS; THENCE ALONG SAID LINE NORTH 59° 46' 53" EAST, 24.42 FEET TO THE MOST EASTERLY CORNER OF SAID LAND; THENCE ALONG THE NORTHEASTERLY LINE OF SAID LAND AND THE NORTHEASTERLY LINE OF THE PARCEL OF LAND GRANTED TO THE KIRSTEN MACKIE QUALIFIED DOMESTIC TRUST BY GRANT DEED DOCUMENT 1999-135014, OFFICIAL RECORDS, SONOMA COUNTY RECORDS AND THE NORTHEASTERLY LINE OF THE PARCEL OF LAND GRANTED TO THE PAUL V. BARTHOLOW AND ANN B. BARTHOLOW 1990 LIVING TRUST BY GRANT DEED DOCUMENT 1996-0060760, OFFICIAL RECORDS, SONOMA COUNTY RECORDS, NORTH 28° 05' 06" WEST 376.50 FEET; THENCE LEAVING SAID NORTHEASTERLY LINES ALONG THE NORTHERLY LINE OF SAID LAND GRANTED TO THE PAUL V. BARTHOLOW AND ANN B. BARTHOLOW, NORTH 63° 46' 21" WEST, 63.45 FEET; THENCE LEAVING SAID NORTHERLY LINE NORTH 00° 36' 49" EAST, 224.00 FEET TO A POINT ON THE SOUTHERLY LINE OF LOT 1, AS SHOWN UPON THAT MAP TITLED "CITY OF SANTA ROSA PARCEL MAP NO. 373", FILED FOR RECORD IN BOOK 339 OF MAPS AT PAGES 44-45, SONOMA COUNTY RECORDS; THENCE ALONG THE SOUTHERLY LINES OF SAID LOT 1 AND SAID PARCEL 2, SOUTH 89° 23' 11" EAST 206.41 FEET TO THE POINT OF BEGINNING.

PARCEL TEN (RFP Map Letter Label-N): (APN: 180-090-007)

COMMENCING AT A CONCRETE MONUMENT ON THE CENTERLINE OF HEXEM AVENUE, AND BEARING NORTH 64° 06' 26" EAST, 5.03 FEET FROM THE CENTERLINE OF CUMMINGS AVENUE HAVING COORDINATES OF Y 290,527.60 AND X 1,798,755.50, SAID MONUMENT BEING SHOWN ON THE MAP OF SUBDIVISION OF HYLAND ACRES SUBDIVISION NO. 5, RECORDED ON OCTOBER 18, 1957 IN BOOK 78 OF MAPS, PAGES 28 AND 29 OF SONOMA COUNTY RECORDS.

FROM SAID POINT OF COMMENCEMENT NORTH 38° 44' 57" WEST, 1,590.48 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE FROM SAID TRUE POINT OF BEGINNING SOUTH 33° 48' 29" EAST, 134.79 FEET; THENCE SOUTH 76° 03' 24" EAST, 149.40 FEET; THENCE SOUTH 85° 11' 08" EAST, 421.36 FEET; THENCE NORTH 66° 08' 48" EAST, 448.79 FEET; THENCE NORTH 41° 43' 49" EAST, 299.99 FEET; THENCE NORTH 65° 59' 04" EAST, 313.90 FEET; THENCE NORTH 00° 54' 50" WEST, 125.00 FEET; THENCE NORTH 42° 32' 29" WEST 269.99 FEET; THENCE NORTH 16° 47' 14" WEST, 149.04 FEET; THENCE NORTH 16° 24' 15" WEST, 382.87 FEET; THENCE NORTH 86° 07' 48" WEST, 108.18 FEET; THENCE SOUTH 12° 01' 05" WEST, 86.84 FEET; THENCE SOUTH 42° 37' 35" WEST, 273.18 FEET; THENCE SOUTH 83° 09' 26" WEST, 37.77 FEET; THENCE NORTH 62° 11' 09" WEST, 215.38 FEET; THENCE SOUTH 63° 12' 41" WEST, 428.49 FEET; THENCE SOUTH 14° 39' 10" EAST, 327.24 FEET; THENCE SOUTH 03° 00' 18" WEST, 115.06 FEET; THENCE SOUTH 07° 30' 57" WEST, 176.01 FEET; THENCE SOUTH 58° 47' 29" WEST 389.61 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION.

EXHIBIT C

LEGAL DESCRIPTION – DISPOSITION PROPERTY

PARCEL FOUR (RFP Map Letter Label-C & B): (APN: 173-130-038 AND 180-090-002)

Total acreage: 11.31

ALL THAT CERTAIN REAL PROPERTY SITUATE IN SECTION 11, TOWNSHIP 7 NORTH, RANGE 8 WEST, M.D.B. & M., CITY OF SANTA ROSA, STATE OF CALIFORNIA, BEING A PORTION OF LANDS CONVEYED TO THE COUNTY OF SONOMA BY DEEDS RECORDED IN THE OFFICE OF THE SONOMA COUNTY RECORDER IN BOOK 52 OF DEEDS, PAGE 435, BOOK 478 OF OFFICIAL RECORDS, PAGE 402, BOOK 2490 OF OFFICIAL RECORDS, PAGE 896, BOOK 3252 OF OFFICIAL RECORDS, PAGE 767, AND BOOK 3268 OF OFFICIAL RECORDS, PAGE 803, SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF SAID LANDS OF THE COUNTY OF SONOMA DESCRIBED IN THAT CERTAIN DEED RECORDED IN BOOK 2490 OF OFFICIAL RECORDS, PAGE 896, SONOMA COUNTY RECORDS, BEING ALSO THE MOST SOUTHERLY CORNER OF LOT 56 AS DESIGNATED AND SHOWN ON THAT CERTAIN MAP ENTITLED "COBBLESTONE", FILED IN BOOK 280 OF MAPS, AT PAGES 45 THROUGH 49, SONOMA COUNTY RECORDS, SAID CORNER BEING MONUMENTED WITH A 12 INCH DIAMETER IRON PIPE, TAGGED R.C.E. 17913; THENCE ALONG THE COMMON BOUNDARY BETWEEN SAID LANDS OF THE COUNTY OF SONOMA AND SAID LOT 56, NORTH 64° 16' 33" WEST 95.74 FEET; THENCE NORTH 22° 47' 42" WEST 279.64 FEET; THENCE NORTH 24° 02' 43" WEST 155.94 FEET; THENCE NORTH 42° 25' 04" WEST 120.07 FEET; THENCE NORTH 48° 37' 12" WEST 209.32 FEET; THENCE NORTH 55° 11' 33" WEST 11.67 FEET TO A 3/4 INCH IRON PIPE MONUMENT, MARKED CSSC, LOCATED AT THE MOST NORTHERLY CORNER OF SAID LANDS OF THE COUNTY OF SONOMA DESCRIBED IN THAT CERTAIN DEED RECORDED IN BOOK 3268 OF OFFICIAL RECORDS, PAGE 803, SONOMA COUNTY RECORDS; THENCE LEAVING THE BOUNDARY OF SAID LOT 56 AND RUNNING ALONG THE COMMON BOUNDARY BETWEEN SAID LANDS OF THE COUNTY OF SONOMA AND LOT 1 AS DESIGNATED AND SHOWN ON THAT CERTAIN MAP ENTITLED "CHANATE MEDICAL CENTER, AN OFFICE CONDOMINIUM", FILED IN BOOK 294 OF MAPS, AT PAGES 13 THROUGH 15, SONOMA COUNTY RECORDS, SOUTH 56° 18' 14" WEST 149.91 FEET; THENCE SOUTH 33° 31' 55" EAST 240.00 FEET; THENCE SOUTH 5° 50' 05" WEST 234.00 FEET; THENCE SOUTH 41° 45' 06" WEST 155.32 FEET TO A 3/4 INCH DIAMETER IRON PIPE LOCATED AT THE MOST WESTERLY CORNER OF SAID LANDS OF THE COUNTY OF SONOMA DESCRIBED IN BOOK 3268 OF OFFICIAL RECORDS, PAGE 803, SONOMA COUNTY RECORDS; THENCE ALONG THE COMMON BOUNDARY BETWEEN SAID LANDS OF THE COUNTY OF SONOMA AND THOSE CERTAIN LANDS DESIGNATED AND SHOWN WITHIN THE BORDER OF "NEILSON ESTATES", FILED JANUARY 13, 1994 IN BOOK 519 OF MAPS, AT

PAGES 1 THROUGH 5, SONOMA COUNTY RECORDS, SOUTH 4° 55' 58" EAST 88.97 FEET; THENCE SOUTH 29° 14' 48" EAST 37.37 FEET; THENCE SOUTH 39° 04' 13" EAST 34.60 FEET; THENCE SOUTH 22° 57' 49" EAST 160.76 FEET TO THE MOST EASTERLY CORNER OF SAID "NIELSON ESTATES"; THENCE ALONG THE NORTHERLY LINE OF SAID LANDS OF THE COUNTY OF SONOMA DESCRIBED IN BOOK 52 OF DEEDS, AT PAGE 435, NORTH 59° 50' 08" EAST 108.50 FEET TO A 12 INCH DIAMETER IRON PIPE, TAGGED R.C.E. 17913; THENCE LEAVING SAID LINE SOUTH 30° 34' 50" EAST 214.45 FEET TO A 12 INCH DIAMETER IRON PIPE, TAGGED R.C.E. 17913; THENCE SOUTH 8° 42' 57" WEST 80.51 FEET TO A 12 INCH DIAMETER IRON PIPE, TAGGED R.C.E. 17913; THENCE SOUTH 19° 18' 22" EAST 78.02 FEET TO A 12 INCH DIAMETER IRON PIPE, TAGGED R.C.E. 17913, LAYING ON THE NORTHERLY LINE OF CHANATE ROAD AS DESCRIBED IN THAT CERTAIN GRANT DEED FROM THE COUNTY OF SONOMA TO THE CITY OF SANTA ROSA, RECORDED IN BOOK 2978 OF OFFICIAL RECORDS, AT PAGE 533, SONOMA COUNTY RECORDS; THENCE ALONG SAID LINE NORTH N69° 40' 36" EAST 267.72 FEET; THENCE ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 574.00 FEET, THROUGH A SUBTENDED ARC OF 19° 06' 06" A DISTANCE OF 191.36 FEET; THENCE NORTH 88° 46' 42" EAST 29.39 FEET TO A 12 INCH DIAMETER IRON PIPE, TAGGED R.C.E. 17913; THENCE LEAVING SAID LINE NORTH 19° 02' 26" WEST 101.96 FEET TO A 12 INCH DIAMETER IRON PIPE, TAGGED R.C.E. 17913; THENCE NORTH 9° 58' 44" EAST 38.84 FEET TO A 12 INCH DIAMETER IRON PIPE, TAGGED R.C.E. 17913; THENCE NORTH 56° 18' 57" WEST 53.26 FEET TO A 12 INCH DIAMETER IRON PIPE, TAGGED R.C.E. 17913; THENCE NORTH 37° 58' 01" WEST 119.08 FEET TO A 12 INCH DIAMETER IRON PIPE, TAGGED R.C.E. 17913; THENCE NORTH 5° 36' 10" EAST 99.97 FEET TO A 12 INCH DIAMETER IRON PIPE, TAGGED R.C.E. 17913; THENCE NORTH 37° 05' 57" WEST 110.29 FEET TO THE POINT OF BEGINNING.

BASIS OF BEARINGS: THE CENTERLINE OF CHANATE ROAD IS TAKEN AS NORTH 69° 40' 36" EAST 305.22 FEET BETWEEN THE CITY OF SANTA ROSA CONTROL MONUMENTS G488 AND G489, AS SHOWN ON PARCEL MAP NO. 511, FILED IN BOOK 510 OF MAPS, AT PAGES 25 THROUGH 27, SONOMA COUNTY RECORDS.

ALL ABOVE CALLED FOR IRON PIPES WERE SET DURING A SURVEY REQUESTED BY THE COUNTY OF SONOMA IN JANUARY 1996, SAID SURVEY IS TO BE FILED IN THE OFFICE OF THE SONOMA COUNTY RECORDER AFTER THE COMPLETION OF THIS PARCEL RECONFIGURATION.

PARCEL THREE:

A NON-EXCLUSIVE EASEMENT FOR ALL GENERAL ROAD AND UTILITY PURPOSES OVER, ACROSS AND ALONG A STRIP OF LAND DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF THE PARCEL OF LAND CONVEYED TO JAMES LAIER AND WIFE BY DEED DATED JULY 5, 1955 AND

RECORDED IN BOOK 1366 OF OFFICIAL RECORDS, PAGE 6, SONOMA COUNTY RECORDS; THENCE FROM SAID POINT OF BEGINNING, SOUTH 50° 17' 30" WEST, 183.57 FEET TO THE NORTHEASTERLY LINE OF SYCAMORE AVENUE; THENCE SOUTH 54° 26' 20" EAST, 25.85 FEET; THENCE NORTH 50° 17' 30" EAST, 183.57 FEET; THENCE NORTH 54° 26' 20" WEST, 25.85 FEET TO THE POINT OF BEGINNING.

PARCEL FIVE (RFP Map Letter Label-A): (APN: 180-090-001)
Total acreage: 2.99

ALL THAT CERTAIN REAL PROPERTY SITUATE IN SECTION 11, TOWNSHIP 7 NORTH, RANGE 8 WEST, M.D.B. & M., CITY OF SANTA ROSA, STATE OF CALIFORNIA, BEING A PORTION OF THOSE CERTAIN LANDS CONVEYED BY L.S.A. MURDOCK TO THE COUNTY OF SONOMA, BY DEED RECORDED JANUARY 7, 1876 IN BOOK 52 OF DEEDS, AT PAGE 435, SONOMA COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LAYING ON THE NORTHWESTERLY LINE OF SAID LANDS OF THE COUNTY OF SONOMA, SAID POINT BEING THE MOST EASTERLY CORNER OF THAT CERTAIN SUBDIVISION OF LAND SHOWN UPON THE FINAL MAP ENTITLED "NEILSON ESTATES", FILED JANUARY 13, 1994 IN BOOK 519 OF MAPS, AT PAGES 1 THROUGH 5, SONOMA COUNTY RECORDS; THENCE ALONG SAID NORTHWESTERLY LINE NORTH 59° 50' 08" EAST 108.50 FEET TO A 12 INCH DIAMETER IRON PIPE, TAGGED R.C.E. 17913; THENCE LEAVING SAID LINE SOUTH 30° 34' 50" EAST 214.45 FEET TO A 12 INCH DIAMETER IRON PIPE, TAGGED R.C.E. 17913; THENCE SOUTH 8° 42' 57" WEST 80.51 FEET TO A 12 INCH DIAMETER IRON PIPE, TAGGED R.C.E. 17913; THENCE SOUTH 19° 18' 22" EAST 78.02 FEET TO A 12 INCH DIAMETER IRON PIPE, TAGGED R.C.E. 17913, LYING ON THE NORTHERLY LINE OF CHANATE ROAD AS DESCRIBED IN THAT CERTAIN GRANT DEED FROM THE COUNTY OF SONOMA TO THE CITY OF SANTA ROSA RECORDED IN BOOK 2978 OF OFFICIAL RECORDS, AT PAGE 533, SONOMA COUNTY RECORD; THENCE ALONG SAID LINE SOUTH 69° 40' 36" WEST 37.50 FEET; THENCE ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 761.00 FEET, THROUGH A SUBTENDED ARC OF 33° 46' 03" A DISTANCE OF 448.50 FEET TO A POINT LYING ON THE WESTERLY LINE OF SAID LANDS OF THE COUNTY OF SONOMA, BEING ALSO THE EASTERLY LINE OF SAID "NEILSON ESTATES"; THENCE ALONG SAID COMMON BOUNDARY NORTH 0° 29' 28" EAST 172.68 FEET TO AN ANGLE POINT; THENCE CONTINUING ALONG SAID COMMON BOUNDARY NORTH 59° 50' 08" EAST 298.89 FEET TO THE POINT OF BEGINNING. BASIS OF BEARINGS: THE CENTERLINE OF CHANATE ROAD IS TAKEN AS NORTH 69° 40' 36" EAST 305.22 FEET BETWEEN CITY OF SANTA ROSA CONTROL MONUMENTS G488 AND G489, AS SHOWN ON PARCEL MAP NO. 511, FILED IN BOOK 510 OF MAPS, AT PAGES 25 THROUGH 27, SONOMA COUNTY RECORDS.

ALL ABOVE CALLED FOR IRON PIPES WERE SET DURING A SURVEY REQUESTED BY THE COUNTY OF SONOMA, IN JANUARY 1996. SAID SURVEY IS TO BE FILED IN THE OFFICE OF THE SONOMA COUNTY RECORDER AFTER THE COMPLETION OF THIS PARCEL RECONFIGURATION.

PARCEL SIX (RFP Map Letter Label-L): (APN: 180-090-010)
Total acreage: 2.96

ALL THAT CERTAIN REAL PROPERTY SITUATE IN SECTION 11, TOWNSHIP 7 NORTH, RANGE 8 WEST, M. D. B. & M., CITY OF SANTA ROSA, STATE OF CALIFORNIA, BEING A PORTION OF THOSE CERTAIN LANDS CONVEYED BY L.S.A. MURDOCK TO THE COUNTY OF SONOMA, BY DEED RECORDED JANUARY 7, 1876 IN BOOK 52 OF DEEDS, AT PAGE 435, SONOMA COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LYING ON THE WESTERLY LINE OF SAID LANDS OF THE COUNTY OF SONOMA, SAID POINT BEING THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 11, AS DESIGNATED AND SHOWN ON CITY OF SANTA ROSA PARCEL MAP NO.373, FILED DECEMBER 6, 1982 IN BOOK 339 OF MAPS, AT PAGES 44 AND 45, SONOMA COUNTY RECORDS AND BEING MONUMENTED BY A 5/8 INCH DIAMETER REBAR CAPPED R.E. 7538, THENCE LEAVING SAID WESTERLY LINE SOUTH 89° 16' 56" EAST 232.62 FEET TO A 12 INCH DIAMETER IRON PIPE, TAGGED R.C.E. 17913; THENCE NORTH 63° 04' 24" EAST 136.65 FEET TO A 12 INCH DIAMETER IRON PIPE TAGGED R.C.E. 17913; THENCE NORTH 34° 00' 29" EAST 77.43 FEET TO A 12 INCH DIAMETER IRON PIPE, TAGGED R.C.E. 17913; THENCE NORTH 2° 40' 29" EAST 22.71 FEET TO A 12 INCH DIAMETER IRON PIPE TAGGED R.C.E. 17913; THENCE NORTH 61° 39' 21" EAST 145.53 FEET TO A 12 INCH DIAMETER IRON PIPE, TAGGED R.C.E. 17913; THENCE NORTH 17° 18' 42" WEST 135.61 FEET TO A 12 INCH DIAMETER IRON PIPE, TAGGED R.C.E. 17913, LYING ON THE SOUTHERLY LINE OF CHANATE ROAD AS DESCRIBED IN THAT CERTAIN DEED FROM THE COUNTY OF SONOMA TO THE CITY OF SANTA ROSA RECORDED IN BOOK 2978 OF OFFICIAL RECORDS, AT PAGE 533, SONOMA COUNTY RECORDS; THENCE ALONG SAID LINE SOUTH 69° 40' 36" WEST 23.49 FEET; THENCE NORTH 20° 19' 24" WEST 5.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE FROM WHICH WHOSE RADIUS POINT BEARS NORTH 20° 19' 24" WEST 814.00 FEET DISTANT; THENCE WESTERLY ALONG SAID CURVE THROUGH A SUBTENDED ARC OF 32° 54' 39" A DISTANCE OF 467.56 FEET TO A POINT LYING ON THE WESTERLY BOUNDARY OF SAID LANDS OF THE COUNTY OF SONOMA; THENCE ALONG SAID LINE SOUTH 0° 29' 28" WEST 309.83 FEET TO THE POINT OF BEGINNING.

BASIS OF BEARINGS: THE CENTERLINE OF CHANATE ROAD IS TAKEN AS NORTH 69° 40' 36" EAST 305.22 FEET BETWEEN THE CITY OF SANTA ROSA CONTROL MONUMENTS G488 AND G489, AS SHOWN ON PARCEL MAP NO. 511, FILED IN BOOK 510 OF MAPS, AT PAGES 25 THROUGH 27, SONOMA COUNTY RECORDS.

ALL ABOVE CALLED FOR IRON PIPES WERE SET DURING A SURVEY REQUESTED BY THE COUNTY OF SONOMA, IN JANUARY 1995. SAID SURVEY IS TO BE FILED IN THE OFFICE OF THE SONOMA COUNTY RECORDER AFTER THE COMPLETION OF THIS PARCEL RECONFIGURATION.

PARCEL SEVEN (RFP Map Letter Label-M): (APN: 180-090-008)
Total acreage: 3.98

LOT 1, AS SHOWN ON THAT CERTAIN PARCEL MAP NO. 511 FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SONOMA, STATE OF CALIFORNIA ON JULY 1, 1993, IN BOOK 510 OF MAPS, PAGES 25 THROUGH 27.

PARCEL EIGHT (RFP Map Letter Label-K): (APN: 180-090-009)
Total acreage: 13.31

ALL THAT CERTAIN REAL PROPERTY SITUATE IN SECTION 11, TOWNSHIP 7 NORTH, RANGE 8 WEST, M. D. B. & M., CITY OF SANTA ROSA, STATE OF CALIFORNIA, BEING A PORTION OF THOSE CERTAIN LANDS CONVEYED BY L.S.A. MURDOCK TO THE COUNTY OF SONOMA, BY DEED RECORDED JANUARY 7, 1876 IN BOOK 52 OF DEEDS, AT PAGE 435, SONOMA COUNTY RECORDS, *AND BEING* MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT LYING ON THE WESTERLY LINE OF SAID LANDS OF THE COUNTY OF SONOMA, SAID POINT LYING ALSO ON THE DESCRIBED CENTERLINE OF THAT CERTAIN SANITARY SEWER EASEMENT CONVEYED BY THE COUNTY OF SONOMA TO THE CITY OF SANTA ROSA BY DEED RECORDED JUNE 11, 1956 UNDER SERIAL NO. E-84378, SONOMA COUNTY RECORDS; THENCE ALONG SAID WESTERLY LINE NORTH 0° 43' 04" EAST 47.23 FEET TO THE TRUE POINT OF BEGINNING; THENCE RUNNING PARALLEL TO AND 25.00 FEET NORTHERLY OF, MEASURED PERPENDICULAR TO SAID EASEMENT CENTER LINE, SOUTH 31° 14' 20" EAST 94.24 FEET; THENCE NORTH 83° 47' 01" EAST 343.32 FEET; THENCE SOUTH 73° 06' 20" EAST 168.71 FEET TO A POINT LYING ON THE WESTERLY BOUNDARY OF THOSE CERTAIN LANDS CONVEYED BY THE COUNTY OF SONOMA TO THE SONOMA COUNTY WATER AGENCY BY DEED RECORDED IN BOOK 1817 OF OFFICIAL RECORDS, AT PAGE 872, SONOMA COUNTY RECORDS; THENCE ALONG SAID BOUNDARY NORTH 58° 45' 07" EAST 373.83 FEET; THENCE NORTH 7° 30' 50" EAST 176.04 FEET; THENCE NORTH 2° 48' 54" EAST 115.05 FEET; THENCE NORTH 14° 38' 08" WEST 172.24 FEET TO AN ANGLE POINT IN THE SOUTHERLY BOUNDARY OF LOT 1 AS DESIGNATED AND SHOWN ON CITY OF SANTA ROSA PARCEL MAP NO. 511, FILED IN BOOK 510 OF MAPS, AT PAGES 25 THROUGH 27 SONOMA COUNTY RECORDS; THENCE ALONG SAID BOUNDARY SOUTH 75° 21' 52" WEST

95.84 FEET; THENCE NORTH 43° 59' 29" WEST 222.41 FEET; THENCE NORTH 17° 18' 42" WEST 202.30 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, THROUGH A SUBTENDED ARC OF 86° 59' 18" A DISTANCE OF 37.96 FEET; THENCE RADIAL TO SAID CURVE NORTH 20° 19' 24" WEST 5.00 FEET TO A POINT LYING ON THE SOUTHERLY LINE OF CHANATE ROAD AS DESCRIBED IN THAT CERTAIN GRANT DEED FROM THE COUNTY OF SONOMA TO THE CITY OF SANTA ROSA, RECORDED IN BOOK 2978 OF OFFICIAL RECORDS, AT PAGE 533, SONOMA COUNTY RECORDS; THENCE ALONG SAID LINE SOUTH 69° 40' 36" WEST 73.53 FEET TO A 12 INCH DIAMETER IRON PIPE, TAGGED R.C.E. 17913; THENCE LEAVING SAID LINE SOUTH 17° 18' 42" EAST 135.61 FEET TO A 12 INCH DIAMETER IRON PIPE, TAGGED R.C.E. 17913; THENCE SOUTH 61° 39' 21" WEST 145.53 FEET TO A 12 INCH DIAMETER IRON PIPE, TAGGED R.C.E. 17913; THENCE SOUTH 2° 40' 29" WEST 22.71 FEET TO A 12 INCH DIAMETER IRON PIPE TAGGED R.C.E. 17913; THENCE SOUTH 34° 00' 29" WEST 77.43 FEET TO A 12 INCH DIAMETER IRON PIPE, TAGGED R.C.E. 17913; THENCE SOUTH 63° 04' 24" WEST 136.65 FEET TO A 12 INCH DIAMETER IRON PIPE, TAGGED R.C.E. 17913; THENCE NORTH 89° 16' 56" WEST 232.62 FEET TO A POINT LYING ON THE WESTERLY LINE OF SAID LANDS OF THE COUNTY OF SONOMA, SAID POINT BEING THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 11, AS DESIGNATED AND SHOWN UPON CITY OF SANTA ROSA, PARCEL MAP NO. 373, FILED DECEMBER 6, 1982 IN BOOK 339 OF MAPS, AT PAGES 44 AND 45, SONOMA COUNTY RECORDS AND BEING MONUMENTED BY A 5/8 INCH DIAMETER REBAR CAPPED R.E. 7538 THENCE ALONG SAID WESTERLY LINE SOUTH 0° 43' 04" WEST 552.20 FEET TO THE POINT OF BEGINNING.

BASIS OF BEARINGS: THE CENTERLINE OF CHANATE ROAD IS TAKEN AS NORTH 69° 40' 36" EAST 305.22 FEET BETWEEN THE CITY OF SANTA ROSA CONTROL MONUMENTS G488 AND G489, AS SHOWN AN PARCEL MAP NO. 511, FILED IN BOOK 510 OF MAPS, AT PAGES 25 THROUGH 27, SONOMA COUNTY RECORDS. ALL ABOVE CALLED FOR IRON PIPES WERE SET DURING A SURVEY REQUESTED BY THE COUNTY OF SONOMA, IN JANUARY 1996. SAID SURVEY IS TO BE FILED IN THE OFFICE OF THE SONOMA COUNTY RECORDER AFTER THE COMPLETION OF THIS PARCEL RECONFIGURATION.

PARCEL NINE (RFP Map Letter Label-J): (APN: 180-090-016)

Total acreage: 10.42

ALL THAT CERTAIN REAL PROPERTY SITUATE IN SECTION 11, TOWNSHIP 7 NORTH RANGE 8 WEST, M. D. B. & M., CITY OF SANTA ROSA, STATE OF CALIFORNIA, BEING A PORTION OF THOSE CERTAIN LANDS CONVEYED BY L.S.A. MURDOCK TO THE COUNTY OF SONOMA, BY DEED RECORDED JANUARY 7, 1876 IN BOOK 52 OF DEEDS, AT PAGE 435, SONOMA COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT LYING ON THE WESTERLY LINE OF SAID

LANDS OF THE COUNTY OF SONOMA, SAID POINT LYING ALSO ON THE DESCRIBED CENTERLINE OF THAT CERTAIN SANITARY SEWER EASEMENT CONVEYED BY THE COUNTY OF SONOMA TO THE CITY OF SANTA ROSA BY DEED RECORDED JUNE 1, 1956 UNDER SERIAL NO. E-84378, SONOMA COUNTY RECORDS; THENCE ALONG SAID WESTERLY LINE NORTH 0° 43' 04" EAST 47.23 FEET TO THE TRUE POINT OF BEGINNING; THENCE RUNNING PARALLEL TO AND 25.00 FEET NORTHERLY OF, MEASURED PERPENDICULAR TO SAID EASEMENT CENTERLINE SOUTH 31° 14' 20" EAST 94.24 FEET; THENCE NORTH 83° 47' 01" EAST 343.32 FEET; THENCE SOUTH 73° 06' 20" EAST 168.71 FEET TO A POINT LYING ON THE WESTERLY BOUNDARY OF THOSE CERTAIN LANDS CONVEYED BY THE COUNTY OF SONOMA TO THE SONOMA COUNTY WATER AGENCY BY DEED RECORDED APRIL 13, 1961 IN BOOK 1817 OF OFFICIAL RECORDS, AT PAGE 872, SONOMA COUNTY RECORDS; THENCE ALONG SAID BOUNDARY SOUTH 58° 45' 07" WEST 15.67 FEET; THENCE SOUTH 33° 49' 20" EAST 134.88 FEET; THENCE SOUTH 76° 04' 15" EAST 149.40 FEET; THENCE SOUTH 85° 11' 59" EAST 421.81 FEET TO A POINT LYING ON THE SOUTHEASTERLY LINE OF SAID LANDS OF THE COUNTY OF SONOMA; THENCE LEAVING THE BOUNDARY OF THE LANDS OF SONOMA COUNTY WATER AGENCY AND RUNNING ALONG SAID SOUTHEASTERLY LINE SOUTH 66° 15' 52" WEST 1298.57 FEET TO THE MOST SOUTHERLY CORNER OF SAID LANDS OF THE COUNTY OF SONOMA; THENCE ALONG THE WESTERLY LINE THEREOF NORTH 00° 43' 03" EAST 806.64 FEET TO THE POINT OF BEGINNING.

BASIS OF BEARINGS: THE CENTERLINE OF CHANATE ROAD IS TAKEN AS NORTH 69° 40' 36" EAST 305.22 FEET BETWEEN THE CITY OF SANTA ROSA CONTROL MONUMENTS G488 AND G489, AS SHOWN ON PARCEL MAP NO. 511, FILED IN BOOK 510 OF MAPS, AT PAGES 25 THROUGH 27, SONOMA COUNTY RECORDS.

PARCEL ELEVEN (RFP Map Letter Label-D, E, F, G, H & I): (APN: 180-090-003, 004, 005, 006; 180-100-001, 029)
Total acreage: 36.97

ALL THAT CERTAIN REAL PROPERTY SITUATE IN SECTION 11 AND SECTION 12, TOWNSHIP 7 NORTH, RANGE 8 WEST, M. D. B. & M., CITY OF SANTA ROSA, STATE OF CALIFORNIA, BEING ALL THAT PORTION OF LANDS CONVEYED TO THE COUNTY OF SONOMA BY DEEDS RECORDED IN THE OFFICE OF THE SONOMA COUNTY RECORDER IN BOOK 52 OF DEEDS, AT PAGE 435, BOOK 129 OF OFFICIAL RECORDS, AT PAGE 366, BOOK 346 OF OFFICIAL RECORDS, AT PAGE 207, AND BOOK 2223 OF OFFICIAL RECORDS, AT PAGE 963, LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE MOST EASTERLY CORNER OF THOSE CERTAIN LANDS CONVEYED TO THE COUNTY OF SONOMA BY DEED RECORDED IN BOOK 2490 OF OFFICIAL RECORDS, AT PAGE 896, SONOMA COUNTY RECORDS, BEING ALSO THE MOST SOUTHERLY CORNER OF LOT 56 AS DESIGNATED AND SHOWN ON THAT CERTAIN MAP ENTITLED "COBBLESTONE", FILED IN BOOK 280

OF MAPS, AT PAGES 45 THROUGH 49, SONOMA COUNTY RECORDS, AND BEING MONUMENTED BY A 12 INCH IRON PIPE TAGGED R.C.E. 17913; THENCE SOUTH 37° 05' 57" EAST 110.29 FEET TO A 12 INCH DIAMETER IRON PIPE, TAGGED R.C.E. 17913; THENCE SOUTH 5° 36' 10" WEST 99.97 FEET TO A 12 INCH DIAMETER IRON PIPE, TAGGED R. C. E. 17913; THENCE SOUTH 37° 58' 01" EAST 119.08 FEET TO A 12 INCH DIAMETER IRON PIPE, TAGGED R.C.E. 17913; THENCE SOUTH 56° 18' 57" EAST 53.26 FEET TO A 12 INCH DIAMETER IRON PIPE, TAGGED R.C.E. 17913; THENCE SOUTH 9° 58' 44" WEST 38.84 FEET TO A 12 INCH DIAMETER IRON PIPE, TAGGED R.C.E. 17913; THENCE SOUTH 19° 02' 26" EAST 101.96 FEET TO A 12 INCH DIAMETER IRON PIPE, TAGGED R.C.E. 17913, LYING ON THE NORTHERLY LINE OF CHANATE ROAD AS DESCRIBED IN THAT CERTAIN GRANT DEED FROM THE COUNTY OF SONOMA TO THE CITY OF SANTA ROSA, RECORDED IN BOOK 2978 OF OFFICIAL RECORDS, AT PAGE 533, SONOMA COUNTY RECORDS; THENCE LEAVING SAID LINE SOUTH 1° 13' 18" EAST 58.00 FEET TO A POINT LYING ON THE SOUTHERLY LINE OF CHANATE ROAD AS DESCRIBED IN SAID DEED FROM THE COUNTY OF SONOMA TO THE CITY OF SANTA ROSA; THENCE ALONG SAID LINE NORTH 88° 46' 42" EAST 227.20 FEET; THENCE LEAVING SAID LINE SOUTH 1° 13' 18" EAST 5.00 FEET TO THE NORTHEAST CORNER OF LOT 1, AS DESIGNATED AND SHOWN ON CITY OF SANTA ROSA PARCEL MAP NO. 511, FILED IN BOOK 510 OF MAPS, AT PAGES 25 THROUGH 27, SONOMA COUNTY RECORDS; THENCE ALONG THE BOUNDARY OF SAID LOT 1, SOUTH 18° 40' 38" EAST 121.76 FEET; THENCE SOUTH 63° 13' 43" WEST 23.94 FEET TO AN ANGLE POINT IN THE BOUNDARY OF THOSE CERTAIN LANDS CONVEYED BY THE COUNTY OF SONOMA TO THE SONOMA COUNTY WATER AGENCY, BY DEED RECORDED IN BOOK 1817 OF OFFICIAL RECORDS AT PAGE 872, SONOMA COUNTY RECORDS; THENCE LEAVING THE BOUNDARY OF SAID LOT 1 AND RUNNING ALONG THE BOUNDARY OF SAID LANDS OF THE SONOMA COUNTY WATER AGENCY SOUTH 62° 11' 09" EAST 215.38 FEET; THENCE NORTH 83° 09' 26" EAST 37.77 FEET; THENCE NORTH 42° 37' 35" EAST 273.18 FEET; THENCE NORTH 12° 01' 05" EAST 86.84 FEET; THENCE SOUTH 86° 07' 48" EAST 108.18 FEET; THENCE SOUTH 16° 24' 15" EAST 382.87 FEET; THENCE SOUTH 16° 47' 14" EAST 149.04 FEET; THENCE SOUTH 42° 32' 29" EAST 269.99 FEET; THENCE SOUTH 0° 54' 50" EAST 125.00 FEET; THENCE SOUTH 65° 59' 04" WEST 313.90 FEET; THENCE SOUTH 41° 43' 49" WEST 299.99 FEET TO A POINT LYING ON THE SOUTHEASTERLY LINE OF SAID LANDS OF THE COUNTY OF SONOMA DESCRIBED IN THAT CERTAIN DEED RECORDED IN BOOK 52 OF DEEDS, AT PAGE 435, SONOMA COUNTY RECORDS, THE TERMINATION OF THIS DESCRIBED LINE.

BASIS OF BEARINGS: THE CENTERLINE OF CHANATE ROAD IS TAKEN AS NORTH 69° 40' 36" EAST 305.22 FEET BETWEEN THE CITY OF SANTA ROSA CONTROL MONUMENTS G488 AND G489, AS SHOWN ON PARCEL MAP NO. 511, FILED IN BOOK 510 OF MAPS, AT PAGES 25 THROUGH 27, SONOMA COUNTY RECORDS.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO BUILDERS LAND DEVELOPMENT, COMPANY BY GRANT DEED RECORDED AUGUST 9, 1966 IN BOOK 2225 OF OFFICIAL RECORDS, AT PAGE 296, SONOMA COUNTY RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF SANTA ROSA BY GRANT DEED RECORDED OCTOBER 21, 1965 IN BOOK 2237 OF OFFICIAL RECORDS, AT PAGE 165, SONOMA COUNTY RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF SANTA ROSA BY GRANT DEED RECORDED JULY 16, 1975 IN BOOK 2978 OF OFFICIAL RECORDS, AT PAGE 533, SONOMA COUNTY RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF SANTA ROSA BY QUITCLAIM DEED RECORDED MAY 11, 1978 IN BOOK 3395 OF OFFICIAL RECORDS, AT PAGE 120, SONOMA COUNTY RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF SANTA ROSA BY QUITCLAIM DEED RECORDED SEPTEMBER 15, 1978 IN BOOK 3453 OF OFFICIAL RECORDS, AT PAGE 996, SONOMA COUNTY RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF SANTA ROSA BY QUITCLAIM DEED RECORDED MARCH 1, 1979 IN BOOK 3528 OF OFFICIAL RECORDS, AT PAGE 569, SONOMA COUNTY RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION LYING EASTERLY OF THE WESTERLY LINE OF HIDDEN VALLEY DRIVE, AS DESIGNATED AND SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "HIDDEN VALLEY ESTATES, SUBDIVISION NO. 2", FILED IN BOOK 147 OF MAPS, AT PAGES 43 THROUGH 45, INCLUSIVE, SONOMA COUNTY RECORDS.

ALL ABOVE CALLED FOR IRON PIPES WERE SET DURING A SURVEY REQUESTED BY THE COUNTY OF SONOMA, IN JANUARY 1996, SAID SURVEY IS TO BE FILED IN THE OFFICE OF THE SONOMA COUNTY RECORDER AFTER THE COMPLETION OF THIS PARCEL RECONFIGURATION.

EXHIBIT D

SCOPE OF DEVELOPMENT

1. Project.

- A new mixed-use community providing housing to serve the diverse needs of the community; a village center with neighborhood retail, services, arts and cultural opportunities; and extensive open space areas, including extensive trail enhancement to the Retained Property, while retaining existing facilities for the Coroner and Health Services Administration, all as generally shown on the Depiction of Development Program attached hereto as Attachment No. 1.
- 800 Residential Units to be developed on the Disposition Property. 20% of the Residential Units shall be Affordable Units (i.e. affordable to very low income households (50% of AMI)). Between 100 and 250 of the Residential Units shall be Senior Units, and 20% of the Senior Units shall be Affordable Senior Units (i.e. affordable to very low income households (50% of AMI)).
- 50 to 60 Veteran Units to be developed on the Disposition Property, all of which shall be affordable to, at the minimum, very low-income households (50% of AMI).
- Services tailored to the needs of seniors and veterans shall be integrated into the design of the senior and veterans housing developments.
- Project will include first class architecture and design, and best practices in sustainable design and operations.
- 3 recreation facilities (amphitheater, neighborhood park, neighborhood garden & greenhouse, and community dog park) in a manner consistent with the Depiction of Development Program.
- 2 cultural resource features and/or monuments to be designed and built in collaboration with the Lytton Band of Pomo Indians or other appropriate local native American representatives.
- Preservation of the historic cemetery and provision of enhancements to improve the maintenance and appearance of the site in order to honor those buried.
- Village center with approximately 15,000 to 33,000 square feet of neighborhood serving retail, services, arts and cultural opportunities space to be located along Chanate Road.
- Approximately 2 miles of hiking/biking trails to be located on the Retained Property and Disposition Property. The hiking/biking trails shall be planned and designed in such a manner as shall be acceptable to City, County, and Developer and shall be consistent with the City's and County's master trail plans or similar planning documents, as they are applicable to the Project.
- Parcel J portion of the Disposition Property to be set aside as open space via conservation easement.
- Preservation of heritage oak trees on the Disposition Property in a manner

consistent with local ordinances.

- Project includes eventual demolition of all existing buildings on the Disposition Property; provided, however, (i) the existing County Morgue and Health Services Administration buildings will be retained during the term of the Facilities Lease – County Morgue and Health Services Administration, and (ii) the first floor façade/entrance of the County-hospital building will be retained and integrated into a new residential building to be constructed as part of the Project if architecturally and structurally feasible.
- All new sewer, storm drain, gas, water, electric, telecommunication utility facilities; all facilities to be placed underground.
- All new roadways, curb, gutter, sidewalks, streetlights and traffic control devices/signage.

2. Phasing of Public Amenities and Benefits.

- Developer shall complete all public amenities and benefits as reflected in the Conceptual Project Plans and Project Approvals, including all trails (including trails and ancillary improvements on the Retained Property), amphitheater (if applicable), public parks/plazas, and neighborhood serving retail on or before the date on which City has issued certificates of occupancy for 50% of the total number of Residential Units.

EXHIBIT E

**RECORDING REQUESTED BY AND
AFTER RECORDATION MAIL TO:**

Chanate Community Development
Partners, LLC
9240 Old Redwood Hwy, Suite 200
Windsor, CA 95492
Attention: Komron Shahhosseini, Project
Manager

*This document is exempt from the payment
of a recording fee pursuant to Government
Code §§ 6103, 27383*

(Space Above This Line for Recorder's Use Only)

GRANT DEED

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County of Sonoma, a political subdivision of the State of California ("**Grantor**"), hereby grants to Chanate Community Development Partners, LLC, a California limited liability company ("**Grantee**"), the real property (the "**Property**") located in the City of Santa Rosa, County of Sonoma, and more particularly described in Attachment No. 1 attached hereto and incorporated herein by reference.

GRANTOR:

County of Sonoma, a political subdivision of
the State of California

Date: _____, 201_

By:

_____, Chair

Board of Supervisors

[SIGNATURE MUST BE NOTARIZED]

ATTEST:

_____, County Clerk

APPROVED AS TO FORM:

Robert Pittman, Chief Deputy County
Counsel

ACKNOWLEDGMENTS

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

COUNTY OF _____)

On _____, 201__ before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (seal)

ATTACHMENT NO. 1

LEGAL DESCRIPTION

For APN/Parcel ID(s):

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SANTA ROSA, COUNTY OF SONOMA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

EXHIBIT F

FORM OF AFFORDABLE HOUSING COVENANT

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

County of Sonoma
General Services Department
2300 County Center Drive, Suite A200
Santa Rosa, CA 95403
Attention: _____

*EXEMPT FROM RECORDING FEES PER
GOVERNMENT CODE §§6103, 27383*

Space above this line for Recorder's use

**DECLARATION OF AFFORDABLE HOUSING COVENANTS,
CONDITIONS AND RESTRICTIONS**

This DECLARATION OF AFORDABLE HOUSING COVENANTS, CONDITIONS, AND RESTRICTIONS (“**Agreement**”) is entered into as of _____, 201__ (“**Effective Date**”) by and between the COUNTY OF SONOMA, a political subdivision of the State of California (“**County**”) and CHANATE COMMUNITY DEVELOPMENT PARTNERS, LLC, a California limited liability company (“**Developer**”). County and Developer are sometimes referred to herein individually as a “**Party**” and, collectively, as the “**Parties**”.

R E C I T A L S

A. Developer has acquired, or has the right to acquire, from County the approximately 81.50 acre real property located along Chanate Road in the City of Santa Rosa, California, and more particularly described in the legal description attached hereto as Attachment 1 and incorporated herein (the “**Property**”).

B. County and Developer entered into that certain Disposition and Development Agreement dated as of _____, 2017 (the “**DDA**”), a Memorandum of which was recorded in the Official Records on _____, 201_ as Instrument No. _____. As described in the DDA, Developer desires to develop a new mixed-use community providing housing, including affordable housing, to serve the diverse needs of the community; a village center with neighborhood retail, services, arts and cultural opportunities; and extensive open space areas, including improvements to certain property and existing facilities that are being retained by the County (“**Project**”).

C. The purpose of this Agreement is to regulate and restrict the occupancy and/or rents of the Affordable Units, Senior Units, Affordable Senior Units, and the Affordable Veteran Units to be developed as part of the Project on the Property as set forth herein. The Parties intend the covenants set forth in this Agreement to run with the land

and to be binding upon Developer and Developer's successors and assigns.

D. The Parties acknowledge that they are executing this Agreement at a time when the Project has not been fully designed and the Property has not been appropriately subdivided to facilitate development and construction of the Project. Subject to the requirement that the Affordable Units, Affordable Senior Units and Affordable Veteran Units shall include a mix of sizes and bedroom counts generally consistent with the Project's overall mix of Residential Units, the DDA grants Developer discretion to determine the location, design, and type of housing that will satisfy the covenants set forth herein. The Parties acknowledge and agree that County, Developer and/or the City intend to execute and record one or more Regulatory Agreements specifically identifying the Restricted Units to be developed and constructed on portions of the Property and setting forth the covenants applicable thereto ("**Regulatory Agreements**"). The Regulatory Agreements will impose rent, occupancy, management, operations and maintenance restrictions and requirements consistent with this Agreement. County shall be entitled to enforce each Regulatory Agreement, either as a party thereto, or as a third-party beneficiary thereof.

NOW THEREFORE, in consideration of the foregoing, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

A G R E E M E N T

1. Incorporation of Recitals; Intent of Agreement. The Parties acknowledge the truth of the foregoing Recitals, which are incorporated into this Agreement by this reference. The purpose of this Agreement is to provide notice of the development, occupancy and affordability requirements that apply to the Property. The Parties intend the covenants set forth in this Agreement to run with the land and to be binding upon Developer and Developer's successors and assigns.

2. Definitions. As used in this Agreement, the following terms shall have the meanings set forth in this Section 2.

"Adjusted for family size appropriate to the unit" shall be determined consistent with Section 50052.5(h) of the California Health and Safety Code, as amended, or any successor statute thereto, subject to the application of federal rules associated with Project financing sources.

"Affordable Rent" shall mean rental rates no greater than that considered as affordable rent for Very Low Income Households, adjusted for family size appropriate to the unit, determined in accordance with California Health and Safety Code section 50053, as amended, or any successor statute thereto.

"Affordable Senior Unit" or **"Affordable Senior Units"** is defined in Section 3.

"Affordable Unit" or **"Affordable Units"** is defined in Section 3.

“Affordable Veteran Unit” or **“Affordable Veteran Units”** is defined in Section 3.

“Area Median Income” or **“AMI”** means the median income for Sonoma County, California, adjusted for family size appropriate to the unit, as determined by the U.S. Department of Housing and Urban Development (**“HUD”**) pursuant to Section 8 of the United States Housing Act of 1937 and as published from time to time by the State of California Department of Housing and Community Development (**“HCD”**) in Section 6932 of Title 25 of the California Code of Regulations or successor provision published pursuant to California Health and Safety Code Section 50093(c).

“Certificate of Completion” is defined in Section 3.14 of the DDA.

“City” shall mean the City of Santa Rosa.

“DDA” is defined in Recital B.

“Project” is defined in Recital B.

“Property” is defined in Recital A.

“Regulatory Agreement” or **“Regulatory Agreements”** is defined in Recital D.

“Restricted Unit” means all Affordable Units, Senior Units, Affordable Senior Units, and Affordable Veteran Units.

“Residential Unit” or **“Residential Units”** shall mean any and all units or structures suitable for human habitation in accordance with Applicable Laws and approved as part of the Project, including the Affordable Units, Senior Units and Affordable Senior Units, but excluding any and all Veteran Units.

“Senior Household” means a household that includes at least one member who is a senior citizen as defined in California Civil Code Section 51.3(b)(1).

“Senior Unit” or **“Senior Units”** is defined in Section 3.

“Very Low Income Household” means a person or household whose gross income is 50% or less of Area Median Income as set forth and established in California Health and Safety Code section 50105, as amended or any successor statute thereto.

“Veteran Unit” or **“Veteran Units”** shall mean any and all units or structures suitable for human habitation in accordance with Applicable Laws and restricted to occupancy by a veteran or unmarried surviving spouse of a veteran issued a certificate of eligibility by the California Department of Veterans Affairs.

3. Development, Use and Affordability Restrictions. Developer hereby covenants and agrees, for itself and its successors and assigns, that: (a) not less than twenty percent (20%) of all Residential Units developed and constructed on any portion of the Property shall be rented to (or if vacant, available for rental) and occupied by Very Low

Income Households at Affordable Rents for a period of not less than fifty-five (55) years from the date of recording of a Certificate of Completion for that portion of the Project (“**Affordable Units**”); (b) between 100 and 250 of all Residential Units developed and constructed on any portion of the Property shall be rented to (or if vacant, available for rental) and occupied by Senior Households for a period of not less than fifty-five (55) years from the date of recording of a Certificate of Completion for that portion of the Project (“**Senior Units**”); (c) not less than twenty percent (20%) of all Senior Units developed and constructed on any portion of the Property shall be rented to (or if vacant, available for rental) and occupied by Very Low Income Households at Affordable Rents for a period of not less than fifty-five (55) years from the date of recording of a Certificate of Completion for that portion of the Project (“**Affordable Senior Units**”); and (d) Developer shall construct, or cause to be constructed, between fifty (50) and sixty (60) Veteran Units on any portion of the Property all of which shall be rented to (or if vacant, available for rental) and occupied by Very Low Income Households at an Affordable Rent for a period of not less than fifty-five (55) years from the date of recording of a Certificate of Completion for that portion of the Project (“**Affordable Veteran Units**”). The Affordable Units shall include a mix of sizes and bedroom counts generally consistent with the Project’s overall mix of Residential Units. Likewise, the Affordable Senior Units shall include a mix of sizes and bedroom counts generally consistent with the Project’s overall mix of Senior Units. The Affordable Veterans Units may be made available to HUD VASH qualified households or configured and built as single-room occupancy units. The precise size and configuration of the Affordable Veterans Units will be determined and dictated by Developer’s low-income housing development partners and the availability of funding sources at the time of construction.

4. Duration of Development, Use, and Affordability Restrictions. The covenants and restrictions set forth in Section 3 shall remain in effect until this Agreement has been replaced with one or more Regulatory Agreements governing *all* of the Restricted Units approved as part of the Project to be constructed and developed on the Property.

5. Regulatory Agreements. Developer shall advise County in writing whenever it submits an application to City to obtain building permits to construct any portion of the Residential Units or Veteran Units on any portion of the Property approved as part of the Project. Developer shall not commence construction of any Residential Units or Veteran Units on any portion of the Property approved as part of the Project pursuant to a building permit approved by the City until Developer, County and/or City have executed and recorded a Regulatory Agreement in the official records of the County Recorder of the County of Sonoma, consistent with the terms of this Agreement governing said Residential Units or Veteran Units and the City’s conditions of approval for such units.

6. Reconveyance. Upon the recordation of a Regulatory Agreement for any portion of the Property, the Parties agree to execute and record appropriate instruments to release and discharge this Agreement from that portion of the Property that is subject to the newly recorded Regulatory Agreement. Further, the Parties agree to execute and record appropriate instruments to release and discharge this Agreement from any portion

of the Property that is not developed with Affordable Units, Affordable Senior Units or Veteran Units.

7. Phasing. Except as may otherwise be required by conditions of the Project as approved by City and set forth in an Regulatory Agreement, Developer shall complete the required percentage of Affordable Units to Residential Units and Affordable Senior Units to Senior Units provided in Section 3 above no later than the issuance of certificates of occupancy for the corresponding market rate Residential Units and Senior Units. Further, Developer shall complete all grading and site preparation work to the building pad(s) for the Affordable Veterans Units and installation of all required utilities stubbed to said building pad(s) on or before the date on which the City has issued certificates of occupancy for 30% of the total number of Residential Units. In the event Developer has not completed said grading, site preparation and utility work related to the building pad(s) for the Affordable Veterans Units before issuance by City of certificates of occupancy for 30% of the total number of Residential Units, then Developer shall not (i) solicit certificates of occupancy from City for any Residential Units then under construction, nor (ii) solicit issuance of building permits by City for any additional Residential Units, without the prior written consent of County, which consent may be reasonably conditioned on affirmative steps to be taken by Developer to complete the Affordable Veterans Units.

8. Remedies for Breach. Upon any default under this Agreement by Developer or by Developer's successors or assigns, County may seek specific performance of the terms hereof, and may enjoin acts that may be in violation of this Agreement. Failure by County to enforce any provision contained herein shall not be deemed a waiver of the right to do so as to any continuing, subsequent, or other violation. This Section is not intended to limit County's ability to exercise any applicable remedy available to County pursuant to the DDA. All remedies available to County shall be cumulative and not exclusive.

9. Binding on Successors in Interest; Provisions Run With the Land. The Property, and each and every portion thereof, shall be held, sold, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the limitations, covenants, conditions and restrictions set forth in this Agreement, all of which shall run with the land, shall constitute equitable servitudes, shall be binding on all parties having or acquiring any right, title or interest in such Property or portion thereof, and their respective heirs, successors and assigns, and shall inure to the benefit of County and its successors and assigns. It is the intent of the Parties that this Agreement shall satisfy the requirements of California Civil Code section 1468.

Without limiting the foregoing, the Parties hereby declare that it is their express intent that the covenants, restrictions and conditions set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon Developer's successors in title to the Property. Each and every contract, deed, ground lease or other instrument affecting or conveying the Property or any part thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, restrictions, duties

and obligations set forth herein, regardless of whether such covenants, restrictions, duties and obligations are set forth in such contract, deed, ground lease or other instrument. Developer agrees for itself and for its successors that in the event that a court of competent jurisdiction determines that the covenants herein do not run with the land, such covenants shall be enforced as equitable servitudes against the Property in favor of County.

10. Recordation; Subordination.

10.1 This Agreement. This Agreement shall be recorded in the Official Records of Sonoma County concurrently with the recordation of the grant deed conveying the Property to Developer. Developer hereby represents, warrants and covenants that with the exception of the DDA, the Memorandum of the DDA, and easements of record, absent the written consent of County, this Agreement shall not be subordinated in priority to any lease, ground lease, security agreement, deed of trust, mortgage, lien, encumbrance, or other interest in the Property or the Project. Developer further agrees that it shall cause all such mortgagees, deed of trust beneficiaries and other lien holders to execute and deliver to County for recordation in the Official Records of Sonoma County a subordination agreement in a form reasonably acceptable to County Counsel subordinating such mortgages, deeds of trust and other liens to this Agreement.

10.2 Regulatory Agreements. Developer covenants and agrees that it shall cause all mortgagees, deed of trust beneficiaries and other lien holders to execute and deliver to County for recordation in the Official Records of Sonoma County a subordination agreement in a form reasonably acceptable to the County Counsel subordinating such mortgages, deeds of trust and other liens to the Regulatory Agreement(s), at such time as the Regulatory Agreement(s) are recorded.

11. Mortgagee Protection. No violation of any provision contained herein shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value upon all or any portion of the Project or the Property, and the purchaser at any trustee's sale or foreclosure sale shall not be liable for any violation of any provision hereof occurring prior to the acquisition of title by such purchaser. Such purchaser shall be bound by and subject to this Agreement from and after such trustee's sale or foreclosure sale. Promptly upon determining that a violation of this Agreement has occurred, County shall give written notice to the holders of record of any mortgages or deeds of trust encumbering the Project or the Property that such violation has occurred.

12. Estoppel Certificate. At any time during the term hereof, County, Developer, or any party owning an interest in the Property may request an estoppel certificate from Developer or County attesting to such party's compliance with the terms and provisions of this Agreement. A party making a request for an estoppel certificate shall provide Developer or County, as applicable, with all documentation reasonably necessary for Developer or County to form an opinion as to compliance or non-compliance with the provisions hereof. After receiving such a request and the necessary supporting documentation, Developer or County, as applicable, shall respond, in writing, within fifteen (15) calendar days following the date of receipt and shall either confirm compliance with the terms and provisions of this Agreement or shall state in reasonable

detail any alleged failure to comply and the steps necessary to cure such lack of compliance.

13. Miscellaneous.

13.1 Amendments. This Agreement may be amended or modified only by a written instrument signed by both Parties or their respective successors in interest.

13.2 No Waiver. Any waiver by County of any term or provision of this Agreement must be in writing. No waiver shall be implied from any delay or failure by County to take action on any breach or default hereunder or to pursue any remedy allowed under this Agreement or applicable law. No failure or delay by County at any time to require strict performance of any provision of this Agreement or to exercise any election contained herein or any right, power or remedy hereunder shall be construed as a waiver of any other provision or any succeeding breach of the same or any other provision hereof or a relinquishment for the future of such election.

13.3 Notices. All notices to be sent pursuant to this Agreement shall be made in writing, and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other parties in accordance with this Section 13.3. All such notices shall be sent by: personal delivery, in which case notice is effective upon delivery; certified or registered mail, return receipt requested, in which case notice shall be deemed delivered upon receipt if delivery is confirmed by a return receipt; or nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service.

To County: County of Sonoma
General Services Department
2300 County Center Drive, Suite
A200
Santa Rosa, CA 95403
Attention: Caroline Judy, Director
Telephone: (707) 565-8058
Email: Caroline.Judy@sonoma-
county.org

With a copy to: County of Sonoma
Office of the County Counsel
575 Administration Drive, Room 105A
Santa Rosa, CA 95403
Attention: Robert Pittman, Chief
Deputy County Counsel
Telephone: (707) 565-3310
Email: Robert.Pittman@sonoma-
county.org

And: Burke, Williams & Sorensen LLP
901 Harrison Street, Suite 900
Oakland, CA 94612
Attention: Gerald Ramiza/Michael
Biddle
Telephone: (510) 273-8780
Email: JRamiza@bwslaw.com;
MBiddle@bwslaw.com.

To Chanate Community Development
Developer: Partners, LLC
9240 Old Redwood Hwy, Suite 200
Windsor, CA 95492
Attention: Komron Shahhosseini,
Project Manager
Telephone: (707) 535-3200
Email: komron@oakmontsl.com

13.4 Further Assurances. The Parties shall execute, acknowledge and deliver to the other such other documents and instruments, and shall take such other actions, as either shall reasonably request as may be necessary to carry out the intent of this Agreement.

13.5 Parties Not Co-Venturers; No Agency Relationship. Nothing in this Agreement is intended to or shall establish the Parties as partners, co-venturers, or principal and agent with one another. The relationship of Developer and County shall not be construed as a joint venture, equity venture, partnership or any other relationship. County neither undertakes nor assumes any responsibility or duty to Developer or to any third party with respect to the Project.

13.6 Headings; Construction; Statutory References. The headings of the sections and paragraphs of this Agreement are for convenience only and shall not be used to interpret this Agreement. The language of this Agreement shall be construed as a whole according to its fair meaning and not strictly for or against any Party. All references in this Agreement to particular statutes, regulations, ordinances or resolutions of the United States, the State of California, or the County of Sonoma shall be deemed to include the same statute, regulation, ordinance or resolution as hereafter amended or renumbered, or if repealed, to such other provisions as may thereafter govern the same subject.

13.7 Time is of the Essence. Time is of the essence in the performance of this Agreement.

13.8 Governing Law; Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Any action to enforce or interpret this Agreement shall be filed and heard in the Superior

Court of Sonoma County, California or in the Federal District Court for the Northern District of California.

13.9 Attorneys' Fees and Costs. If any legal or administrative action is brought to interpret or enforce the terms of this Agreement, the prevailing Party shall be entitled to recover all reasonable attorneys' fees and costs incurred in such action.

13.10 Severability. If any provision of this Agreement is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired thereby.

13.11 Entire Agreement. This Agreement, together with the DDA, contains the entire agreement of Parties with respect to the subject matter hereof, and supersedes all prior oral or written agreements between the Parties with respect thereto.

13.12 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

13.13 No Third Party Beneficiaries. The Parties intend that the rights, obligations and covenants in this Agreement shall be exclusively enforceable by the Parties. There are no third party beneficiaries to this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have executed this Declaration of Affordable Housing Covenants, Conditions and Restrictions as of the date first written above.

COUNTY:

COUNTY OF SONOMA, a
California municipal corporation

By: **FORM – DO NOT SIGN**

Name: _____

Its: _____

ATTEST:

_____, County
Clerk

APPROVED AS TO FORM:

_____, County
Counsel

DEVELOPER:

CHANATE COMMUNITY DEVELOPMENT PARTNERS, LLC, a California limited liability company

By: **FORM – DO NOT SIGN**

Name: _____

Its: _____

NOTARY ACKNOWLEDGEMENTS

[to be inserted]

ATTACHMENT 1

PROPERTY

[Legal description to be inserted at closing]

EXHIBIT G

FORM OF PUBLIC IMPROVEMENT
CONSTRUCTION AND MAINTENANCE AGREEMENT

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL
TO:**

County of Sonoma
General Services Department
2300 County Center Drive, Suite
A200
Santa Rosa, CA 95403
Attention: _____

*This document is exempt from the payment of a
recording fee pursuant to Government Code
§§6103, 27383*

PUBLIC IMPROVEMENT CONSTRUCTION AND MAINTENANCE AGREEMENT

This PUBLIC IMPROVEMENT CONSTRUCTION AND MAINTENANCE AGREEMENT (“**Agreement**”) is entered into as of _____, 201__ (“**Effective Date**”) by and between the COUNTY OF SONOMA, a political subdivision of the State of California (“**Sonoma County**”), the SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT, a public agency formed pursuant to the provisions of Public Resources Code sections 5500 *et. seq.* (“**District**”), and the SONOMA COUNTY WATER AGENCY, a body corporate and politic of the State of California (“**Water Agency**”) (Sonoma County, District and Water Agency are collectively referred to herein as the “**County**”), and CHANATE COMMUNITY DEVELOPMENT PARTNERS, LLC, a California limited liability company (“**Developer**”). County and Developer are sometimes referred to individually herein as a “**Party**” and collectively as the “**Parties**”.

RECITALS

A. Developer has acquired, or has the right to acquire, from Sonoma County the approximately 81.50 acre real property located along Chanate Road in the City of Santa Rosa, California, and more particularly described in the legal description attached hereto as Attachment 1 and incorporated herein (the “**Disposition Property**”). The Disposition Property abuts approximately 26.50 acres of Water Agency-controlled land, and approximately 9.00 acres of District-controlled land in the City of Santa Rosa, California, as more particularly described in in the legal description attached hereto as Attachment 2 and incorporated herein (“**Retained Property**”).

B. Sonoma County and Developer entered into that certain Disposition and Development Agreement dated as of _____, 2017 (the “DDA”), a Memorandum of which was recorded in the Official Records on _____, 201_ as Instrument No. _____, providing, among other things, for the redevelopment of the Disposition Property with a new mixed-use community providing housing, including affordable housing, a village center with retail, services, arts and cultural opportunities, and extensive open space areas (“**Project**”). As provided in the DDA, and subject to the terms, conditions, and limitations thereof, Developer has agreed (i) to design, construct and install not less than two (2) miles of public trails and ancillary improvements, some of which will be located on the Retained Property as generally described in the Conceptual Project Plans and Project Approvals as defined in the DDA and the _____ [*insert applicable City of Santa Rosa specific plan or other land use entitlement*](the portion of the trails located on the Retained Property are hereafter referred to as the “**Trail Improvements**”); (ii) upon completion to dedicate the Trail Improvements to County; (iii) to indefinitely provide for the maintenance and repair of the Trail Improvements; and (iv) if and when necessary, to replace and reconstruct the Trail Improvements.

C. Developer recognizes that Sonoma County selected Developer to develop the Disposition Property based in part on Developer’s commitment to design, construct and install and indefinitely maintain, repair, and if and when necessary, replace and reconstruct the Trail Improvements on the Retained Property.

D. As the Property is developed in accordance with the DDA, Developer anticipates [*i*] **establishing a maintenance annuity fund with the City of Santa Rosa;** [*ii*] **that the City of Santa Rosa will establish a maintenance community facilities district including the Disposition Property but excluding the Retained Property;** [*iii*] **that the City of Santa Rosa will establish a landscape and lighting district including the Disposition Property but excluding the Retained Property;** [*iv*] **establishing one or more homeowners’ associations; or** [*v*] **such other agencies or entities to be determined by Developer**] (“_____”), and transferring its obligation to maintain, repair, restore, safely operate and, if and when necessary, replace the Trail Improvements at its sole cost and expense to the [*insert applicable entity*]. This Agreement acknowledges the right of Developer to make such transfers and assignments to [*insert applicable entity*] from time to time and upon satisfaction of the conditions contained in Section 9, the County shall look solely to [*insert applicable entity*] for performance of the obligations imposed on Developer in this Agreement.

E. County and Developer desire to enter into this Agreement to set forth Developer’s obligations with respect to the design, construction, installation, dedication, maintenance, repair, and, if and when necessary, replacement and reconstruction of the Trail Improvements located on the Retained Property.

A G R E E M E N T

NOW, THEREFORE, IT IS HEREBY AGREED by and between the Parties as follows:

1. Incorporation of Recitals. The foregoing Recitals are true and correct and are hereby incorporated into and form a material part of this Agreement.

2. Purpose. The purpose of this Agreement is to guarantee the design, construction, installation, dedication, maintenance, repair, and, if and when necessary, replacement and reconstruction of the Trail Improvements by Developer, its successors and assigns, at its and their expense, in accordance with the requirements of this Agreement.

3. Trail Improvements as a Benefit to Disposition Property. Developer acknowledges and agrees that Developer's design, construction, installation, dedication, maintenance, repair, and, if and when necessary, replacement and reconstruction of the Trail Improvements in accordance with this Agreement will materially benefit the Disposition Property.

4. Trail Improvements.

(a) Plans and Specifications. Prior to the Effective Date Developer has submitted to County and the County Engineer has approved, plans and specifications for the Trail Improvements. The approved plans and specifications prepared by _____, dated _____, 20__ (the "**Plans and Specifications**") are on file with the County Engineer. County's approval of the Plans and Specifications does not release Developer of its responsibility to correct mistakes, errors, or omissions in the Plans and Specifications that come to its attention. If, at any time, in the opinion of the County Engineer, in his/ her reasonable discretion, the Plans and Specifications are deemed inadequate in any respect, Developer agrees to make such modifications, changes or revisions as directed by the County Engineer in order to complete the Trail Improvement Work in a good and workmanlike manner in accordance with accepted design and construction standards.

(b) Duty to Install Trail Improvements. Developer shall design, construct, install and complete, or cause to be designed, constructed, installed and completed, at the Developer's sole cost and expense, the Trail Improvements in accordance with the Plans and Specifications. Developer shall also supply all labor and materials therefor, all in strict accordance with the terms and conditions of this Agreement. The construction, installation and completion of the Trail Improvements on the Retained Property in accordance with the Plans and Specifications, including all labor and materials furnished in connection therewith, are hereinafter referred to collectively as the "**Trail Improvement Work.**"

(c) Completion Date. Developer shall complete the Trail Improvement Work on or before the date that certificates of occupancy have been issued for no less than fifty percent (50%) of the residential units out of the total number of entitled residential units of the Project. The Trail Improvement Work shall be completed in a good and workmanlike manner in accordance with the Plans and Specifications and accepted design and construction practices. The completion date may be extended by the County in its sole and absolute discretion at the request of Developer, and

Developer, at the time of such request shall, if requested by County, provide County with written assurances acceptable to the County Counsel that the security required by Section 5 shall remain enforceable throughout the term of the extension.

(d) Inspection. All Trail Improvement Work shall be done in strict compliance with the Plans and Specifications and in a good and workmanlike manner. All Trail Improvement Work performed by Developer or its contractor, subcontractors or it or their agents shall be subject to inspection and approval by County. All fees and costs to complete the Trail Improvement Work shall be borne solely by Developer.

(e) Permits, Licenses, and Compliance with the Law. Developer shall, at Developer's expense, obtain and maintain all necessary permits and licenses for the performance of the Trail Improvement Work. Developer shall comply with all local, state, and federal laws, whether or not said laws are expressly stated in this Agreement.

(f) Examination of Trail Improvement Work. Developer acknowledges that County may inspect the construction of the Trail Improvements, and the Trail Improvement Work shall be performed to the satisfaction of the County Engineer, in his/her reasonable discretion. The County and its authorized agents shall, at all times during the performance of the Trail Improvement Work, have free access to the Trail Improvement Work and shall be allowed to examine the Trail Improvement Work and all materials used and to be used in the Trail Improvement Work.

(g) No Waiver by County. Inspecting of the Trail Improvement Work, or approval of Trail Improvement Work, or a statement by an officer, agent or employee of the County indicating the Trail Improvement Work complies with this Agreement, or acceptance of all or any portion of the Trail Improvement Work, or payments thereof, or any combination of all of these acts shall not relieve Developer of its obligation to fulfill this Agreement; nor is the County by these acts prohibited from bringing an action for damages arising from the failure to comply with this Agreement. Inspection of the Trail Improvement Work by County or its employees or agents shall not relieve Developer of its liability for design defects or improper or inadequate workmanship.

(h) Liability for Trail Improvement Work. Until final acceptance of the Trail Improvements as evidenced by recording of a notice of acceptance in accordance with Section 4(j) below, Developer, its successor and assigns, shall be solely responsible for all damage to the Trail Improvements, regardless of cause, and for all damages or injuries to any person or property at the site of any of the Trail Improvement Work, except damage or injury due to the sole negligence of County, or its employees, contractors or representatives. Developer shall replace or repair any portion of the Trail Improvements that is destroyed or damaged. Any such repair or replacement shall be to the satisfaction and subject to the approval of the County Engineer. Developer shall repair to the satisfaction of the County Engineer any damage to the Retained Property and any improvements located thereon, which may occur in connection with the Trail Improvement Work.

(i) Final Acceptance.

(i) Notice of Completion. Within fifteen (15) business days of receipt of a written notice of completion from Developer, the County Engineer will inspect the Trail Improvement Work. If the Trail Improvement Work, in the opinion of the County Engineer, is not complete and satisfactory, the County Engineer will list the deficiencies that must be corrected to find the Trail Improvement Work satisfactory. Upon satisfactory completion of the Trail Improvement Work, the County Engineer will send Developer a written notice of satisfactory completion. County Engineer's failure to respond to Developer's written notification within fifteen (15) business days will not be deemed a breach or default under this Agreement.

(ii) Acceptance of Improvements; Trail Improvements Record Drawings. Within thirty (30) calendar days after receipt of a written notice from the County Engineer of satisfactory completion pursuant to Section 4(j)(i), Developer shall provide to County Engineer a complete set of the record drawings in electronic format of the Trail Improvements maintained by Developer's architect (the "**Trail Improvement Record Drawings**"). The County Engineer will recommend acceptance of the Trail Improvements to the Board of Supervisors upon receipt of the Trail Improvement Record Drawings and agreement between County and Developer regarding the Trail Replacement Schedule. The acceptance of the Trail Improvements, if any, shall be by resolution of the County Board of Supervisors. Upon adoption of such resolution, the County Engineer shall record a notice of acceptance, in a form to be approved by the County Counsel, in the Official Records of Sonoma County.

5. Improvement Security.

(a) Performance Security. Developer shall, prior to commencement of any portion of the Trail Improvements on the Retained Property, deposit with County for the benefit of County an adequate and satisfactory improvement security, in a form provided by County, equal to one hundred percent (100%) of the estimated total cost of completion of all of the Trail Improvements to be located on the Retained Property, and otherwise meeting all applicable requirements of Chapter 5 of Division 2 of Title 7 of the California Government Code, to guarantee performance of the design, construction and installation of the Trail Improvements. The amount of the security shall be approved by the County Engineer for the Trail Improvements on the Retained Property. The performance security for the Trail Improvements shall be kept in full force until final acceptance of the Trail Improvements as evidenced by recording of a notice of acceptance in accordance with Section 4(i). The County Engineer, in his or her sole discretion, may release a portion of the security given for faithful performance of the Trail Improvements upon application by Developer in accordance with the procedures set forth in Government Code Section 66499.7.

(b) Payment Security. Developer shall, prior to commencement of any portion of the Trail Improvements on the Retained Property, deposit with County, for the benefit of County, adequate security in a form provided by County to ensure payment to the contractors, subcontractors, laborers, suppliers and materialmen performing the

Trail Improvements on the Retained Property, consistent with all applicable requirements of Chapter 5 of Division 2 of Title 7 of the California Government Code. The total amount of the labor and materials payment security shall be equal to one hundred percent (100%) of the estimated total costs to construct the Trail Improvements on the Retained Property. The amount of security shall be approved by the County Engineer for the Trail Improvements on the Retained Property. Security given to secure payment to the contractors, subcontractors and to persons furnishing labor, materials or equipment with respect to the Trail Improvements on the Retained Property shall, six (6) months after the completion and final acceptance of the Trail Improvements as evidenced by recording of a notice of acceptance in accordance with Section 4(i), be reduced to an amount equal to the total claimed by all claimants for whom liens have been filed with respect to the Trail Improvements on the Retained Property and of which notice has been given to the County, plus an amount reasonably determined by the County Engineer to be required to assure the performance of any other obligations secured by the security with respect to the Trail Improvements on the Retained Property. The security for the Trail Improvements on the Retained Property shall be released upon the settlement of all claims and obligations for which the security was given.

(c) General Requirements for Security. All security required under this Agreement shall be provided as required under Government Code Section 66499 and in a form provided by and acceptable to County. Any additions, alterations or modifications to this Agreement or to the approved Plans and Specifications for any portion of the Trail Improvements, including any extension of time within which the Trail Improvement Work hereunder may be completed, shall not release or exonerate any surety or sureties of improvement securities given in connection with this Agreement. County may retain for any security released an amount sufficient to cover costs and reasonable expenses and fees, including reasonable attorneys' fees. Neither a preliminary acknowledgment of completion, nor acceptance, nor the existence of any security for any portion of the Trail Improvements shall be construed as a limitation on liability on the part of Developer under this Agreement.

6. Warranty. Developer expressly warrants and guarantees all Trail Improvement Work performed hereunder and all materials used therein for a period of one (1) year following final acceptance of the Trail Improvements as evidenced by recording of a notice of acceptance in accordance with Section 4(i). Developer also warrants that the Trail Improvements shall fulfill their design functions and be fit for their ordinary and intended purposes, be free from defects in design, materials and workmanship, and perform satisfactorily.

Developer agrees that for a period of one (1) year after final acceptance of the Trail Improvements as evidenced by recording of a notice of acceptance in accordance with Section 4(i), Developer shall: (a) promptly repair any defects or failures which may appear in such portion of the Trail Improvements, as the case may be, during the one-year period, including plant and/or vegetation failure; and (b) correct the causes of said defects or failures in such portion of the Trail Improvements, as the case may be. If Developer fails to act promptly or in accordance with this requirement, following written notice and an

opportunity to cure as provided for in this Agreement, or should an emergency require immediate action, County may make the necessary repairs, replacements or other work to the Trail Improvements and Developer shall reimburse County, as applicable, such costs including a fifteen percent (15%) administrative fee. No security given for the warranty of Trail Improvement Work shall be released until the expiration of the warranty period and until any claims filed during the warranty period have been settled.

7. Breach of Developer's Agreement To Complete Trail Improvement Work; Opportunity to Cure; Remedies.

(a) Notice of Breach and Default. The occurrence of any of the following constitutes a breach and default of this Agreement:

(i) Developer refuses or fails to complete the Plans and Specifications or the Trail Improvement Work within the time set forth herein or abandons the preparation of the Plans and Specifications or construction of the Trail Improvement Work, and such failure or abandonment continues after County has given Developer not less than ninety (90) day's written notice of such failure or abandonment, which notice states in detail the actions to be taken by Developer in order to cure such failure or remedy the perceived abandonment if capable of being cured.

(ii) Developer is adjudged bankrupt or makes a general assignment for the benefit of creditors.

(iii) A receiver is appointed in the event of Developer's insolvency, and Developer fails to have such receivership action dismissed within ninety (90) days after such action is filed.

(iv) Developer or Developer's contractors, subcontractors, agents or employees, fail to comply with any terms or conditions of this Agreement, and such failure continues after County has given Developer not less than ninety (90) days' written notice of such failure, which notice states in detail the actions to be taken by Developer in order to cure such failure if capable of being cured.

(v) Any delay in the construction of any portion of the Trail Improvement Work, which in the reasonable opinion of the County Engineer, constitutes an imminent threat or danger to public or private property, and such delay continues after County has given Developer not less than five (5) business days' written notice thereof, which notice states in detail the actions to be taken by Developer in order to end the threat or danger, and if the nature of such actions are such that they cannot be completed in five (5) business days, developer commences to act and diligently works to end the threat or danger within thirty (30) calendar days thereafter.

The County may serve written notice of breach and default upon Developer and the financial institution holding the security.

(b) Breach of Agreement to Complete Trail Improvement Work; Performance by County. If the County gives Developer notice, under Section 7(a), of

breach and default of this Agreement and Developer fails to remedy such breach and default within the applicable time to cure specified in Section 7(a), the County may proceed to complete or fix the Plans and Specifications and/or the Trail Improvement Work by contract or other method the County considers advisable, at the sole expense of Developer. Developer, immediately upon demand, shall pay the costs and charges related to the Plans and Specifications and/or the Trail Improvement Work. County, without liability for doing so, may take possession of and utilize in completing the Plans and Specifications and/or the Trail Improvement Work, if any, such materials and other property belonging to Developer as may be on or about the Disposition Property or Retained Property and necessary for completion of the Plans and Specifications and/or the Trail Improvement Work. In the event of default, the financial institution holding the security shall be liable to County to pay the face amount of the bonds, as specified under Section 5.

(c) Remedies. County may bring legal action to compel performance of this Agreement and recover the costs of completing the Plans and Specifications and/or the Trail Improvement Work, if any, including County's administrative and legal costs. No failure on the part of County to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that County may have hereunder.

8. Maintenance of Trail Improvements.

(a) License. County grants to Developer, and Developer's employees, agents and contractors, a license to enter upon such portions of the Retained Property at any time and from time to time as may be necessary to permit Developer to perform its obligations under this Agreement. This license shall commence as of the Effective Date and shall terminate upon the expiration of this Agreement, or earlier termination of this Agreement in the event of an uncured default by Developer, or upon ninety (90) days prior written notice from County to Developer. Upon termination of the license, all rights, duties and obligations of County and Developer under this Agreement shall terminate.

(b) Maintenance Standards. Developer and its successors and assigns, at its and their expense, shall diligently maintain, repair, restore and care for the Trail Improvements and any Trail Replacement Improvements (defined in Section 9 below) ("**Trail Maintenance Work**") in conformance with this Agreement and in accordance with the custom and practice generally applicable to public trails and other public open spaces in the County. The following standards (collectively, "**Maintenance Standards**") shall be complied with by Developer and its maintenance staff, contractors, and/or subcontractors in connection with performance of the Trail Maintenance Work:

(i) Trail Maintenance. Pedestrian/bicycle trail maintenance includes but is not limited to maintaining the surface of such trails in good condition and repairing and replacing such surface as necessary to maintain a safe walking and riding path, including removing downed trees and pruning back vegetation as necessary to ensure safe use of trails [**more specific maintenance requirements to be inserted when trail surface is determined**].

(ii) Clean-Up Maintenance. Clean-up maintenance shall include: maintenance of all walkways, paths, benches, picnic tables and other improvements, in clean and weed-free condition; maintenance of all such areas clear of trash, waste, debris or other matter which is unsafe or unsightly; and the removal of graffiti or other forms of vandalism.

(iii) Hardscape and Improvements Maintenance. Hardscape and improvements maintenance shall include: the upkeep, repair and replacement of all benches; picnic tables; concrete work; path paving; and all other improvements comprising the Trail Improvements and any replacements thereof.

All Trail Maintenance Work shall conform to all applicable federal and state Occupation Safety and Health Act standards and regulations for the performance of maintenance. Any and all chemicals, unhealthful substances, and pesticides used in and during maintenance shall be applied in strict accordance with all governmental requirements. Precautionary measures shall be employed recognizing that all areas are open to public access.

(c) No Liability of County. County shall not be responsible for any of the costs of maintaining, repairing or replacing the Trail Improvements. In addition, neither the County nor any of its officers, agents, volunteers, or employees shall be liable to Developer, or its contractors, subcontractors, officers, agents, or employees, for any error or omission, injury or damage that may result to any person or property, or any obligation whatsoever, arising out of or in connection with any Trail Maintenance Work to be performed by Developer hereunder or by failure to perform under this Agreement.

(d) Developer Default; County May Maintain Trail Improvements. If Developer does not maintain the Trail Improvements in accordance with the Maintenance Standards described in Section 8(a), County, at Developer's expense, shall have the right to maintain such Trail Improvements, or to contract for the correction of such deficiencies, after written notice to Developer. However, prior to taking any such action, County shall notify Developer in writing if the condition of said Trail Improvements does not conform to the Maintenance Standards and to specify in detail the deficiencies and the actions required to be taken by Developer to cure the deficiencies. Upon notification of any maintenance deficiency, Developer shall have thirty (30) days within which to correct, remedy or cure the deficiency, and if the nature of such deficiency requires more than thirty (30) days to cure, Developer shall commence to cure within said thirty (30) days and thereafter diligently prosecute the cure to completion. If the written notification states that the problem is urgent and endangers public health and safety, then Developer shall have a reasonable time not to exceed three (3) business days to rectify the problem, and if the problem requires more than three (3) business days to cure, Developer shall commence to cure within said three (3) business days and thereafter diligently prosecute the cure to completion.

If Developer fails to cure any such deficiencies following written notice and an opportunity to cure as provided for above, or should an emergency require immediate

action, County, at its option, may make the necessary repairs, replacements or other work, and Developer shall reimburse County such costs, plus a 15% administrative fee. In addition to the foregoing remedy, County may also pursue any and all other remedies available in law or equity in the event of Developer's breach of the maintenance obligations set forth herein.

9. Trail Replacement and Reconstruction. Concurrent with the preparation of the Plans and Specifications for the Trail Improvements, Developer and County shall prepare and agree upon a detailed schedule for the replacement or reconstruction of the components of the Trail Improvements (the "**Trail Replacement Schedule**"). The Trail Replacement Schedule shall be agreed to by the Parties prior to acceptance of the Trail Improvements by the County pursuant to Section 4(i), and is incorporated herein by this reference.

Upon the fifth (5th) anniversary of the final acceptance of the Trail Improvements as evidenced by recording of a notice of acceptance in accordance with Section 4(j), and every five (5) years thereafter, County shall contact Developer, and at a mutually agreeable time no later than thirty (30) days thereafter, Developer and County shall meet and confer in good faith regarding the condition of the Trail Improvements, as detailed in the Trail Improvement Record Drawings, in relation to the Trail Replacement Schedule, and identify those components of the Trail Improvements, if any, which are identified to be replaced and/or reconstructed pursuant to the Trail Replacement Schedule and /or otherwise need to be replaced or reconstructed (the "**Trail Replacement Improvements**"). Developer and County shall review, update and approve, as necessary, the Trail Replacement Schedule as part of the meet and confer. To the extent Developer and County approve updates or revisions to the Trail Replacement Schedule, such updates or revisions, as approved from time to time, shall replace the prior iterations of the Trail Replacement Schedule, or portions thereof, as applicable, and be deemed incorporated herein by reference without the need to amend this Agreement.

In the event of a disagreement between Developer and County regarding the need to replace or reconstruct a component of Trail Improvements, it shall be presumed that any such Trail Improvements which (i) are identified on the Trail Replacement Schedule to be replaced or reconstructed within the next year of the date of the meet and confer meeting, or (ii) were installed more than thirty (30) years prior to the date of the meet and confer meeting, need to be replaced or reconstructed. Developer and County shall use good faith efforts to commence and complete said meet and confer process within ninety (90) calendar days of the aforementioned anniversary date.

In the event the Parties identify the need to undertake Trail Replacement Improvements, such Trail Replacement Improvements shall be designed and constructed in accordance with Sections 4, 5, 6 and 7 herein. The construction, installation and completion of the Trail Replacement Improvements in accordance with plans and specifications prepared pursuant to Section 4 for the Trail Replacement Improvements, including all labor and materials furnished in connection therewith, are hereinafter referred to collectively as the "**Trail Replacement Work.**" With respect to such Trail Replacement Improvements and as used in said Sections 4, 5, 6 and 7, the term "Trail Improvements"

shall instead mean “Trail Replacement Improvements”, and the term “Trail Improvement Work” shall instead mean “Trail Replacement Work”.

10. Indemnification. Developer shall, to the fullest extent permitted by law, indemnify, defend and hold harmless County and its Board of Supervisors, commissions, officials, agents and employees, from and against any liability (including, but not limited to, liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, damages, losses, expenses or costs of any kind, including reasonable attorneys’ fees, that may be asserted by any person or entity, whether actual, alleged or threatened, interest, defense costs, and expert witness fees), where the same relates to, or arises out of, any Trail Improvement Work, Trail Maintenance Work, or Trail Replacement Work performed under this Agreement by Developer, or Developer’s contractors, subcontractors, agents or employees, excepting only that resulting from the sole, active negligence or intentional misconduct of County, its employees, officials, or agents. Developer’s duty to defend and hold harmless, as set forth herein, shall include the duty to defend as set forth in California Civil Code Section 2778. This indemnification obligation shall survive termination of this Agreement and is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Developer or its agents under insurance policies or workers’ compensation acts, disability benefits acts or other employees’ benefits acts. If any judgment or claim against County, its officials, agents, or employees, shall be entered, Developer shall pay all costs and expenses in connection therewith.

11. Assignment.

(a) By County. County shall have the right at its option to assign its rights and obligations under this Agreement to another public agency without consent of Developer, if: (i) County gives thirty (30) days written notice to Developer of the intended assignment, (ii) the assignment does not result in any increased cost to Developer and (iii) there is no alteration of any obligation of Developer or County’s assignee under this Agreement.

(b) By Developer. County and Developer acknowledge that this Agreement contemplates that [*insert entity, e.g., CFD, landscape/lighting district/HOA*] will eventually assume all of Developer’s rights and maintenance obligations under this Agreement. County and Developer agree that Developer, in its reasonable discretion, may assign its rights and obligations, including its indemnification obligations under Section 9, in and to this Agreement to the [*insert entity*]. Said assignment(s) shall be accomplished by Developer and the [*insert entity*] by execution of one or more assignment agreements, which shall not be executed without the prior written approval of the County Counsel, which approval shall not be unreasonably withheld, conditioned, or delayed. Provided that the County Counsel has approved the assignment agreement(s), as of the effective date of such agreements, the [*insert entity*] shall be determined to be a party to this Agreement, County shall look solely to the [*insert entity*] for performance of the obligations under this Agreement and Developer shall have no further rights or obligations under this Agreement to the extent

those rights and obligations have been assigned to the [*insert entity*]. A purported Assignment and Assumption Agreement between Developer and [*insert entity*] shall have no force or effect in the event that it is executed without the prior written consent of the County Counsel, as provided in this Section 11.

12. Insurance. Commencing on the Effective Date of this Agreement, Developer shall obtain and continuously maintain in full force at Developer's own expense, insurance as described below against claims which may arise out of or result from the performance of its obligations under this Agreement by Developer, its contractor and subcontractors of any tier, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. All policies shall be written on an occurrence basis. All insurance shall be written by companies that are authorized to write business in the State of California and have, at all times, a Best's rating of "A- X" (A minus X) or better by AM Best & Company, and with coverage and policy limits as follows (unless otherwise specified herein):

(a) Commercial General Liability insurance written on Insurance Services Office ("ISO") Commercial General Liability Coverage "occurrence" form CG 00 01 or another Commercial General Liability "occurrence" form providing equivalent coverage and including Broad Form Comprehensive General Liability coverage, blanket contractual liability coverage, Independent Contractors coverage, coverage for bodily injury (including death), property damage (including loss of use thereof) and products and completed operations with limits of not less than \$2,000,000 per occurrence. Limits may be provided in a "layered" program utilizing primary, umbrella or excess liability policies.

(b) Comprehensive auto liability for all owned, hired and non-owned vehicles brought onto County premises with combined single limits of not less than \$1,000,000 per occurrence.

(c) Worker's Compensation insurance as required by the State of California.

(d) Employer's liability insurance on all employees, for occupational accidents or disease, with limits of not less than \$1,000,000 per occurrence.

(e) Contractor's Pollution Liability Insurance in an amount not less than Two Million Dollars (\$2,000,000) per claim or accident.

(f) Equipment and Personal Property insurance adequate to cover the value of all tools and equipment, including rentals, used in performing the Trail Improvement Work, Maintenance Work and Trail Replacement Work.

Developer shall name or, cause County, its officers, officials, and employees, to be named additional insureds under the policies required in clauses 12 (a), (b), (d) and (e) above. All policies shall provide for (i) at least thirty (30) days written notice to County prior to cancellation, and (ii) at least ten (10) days written notice to County for cancellation due to non-payment of applicable premiums. All policies of insurance shall contain full waivers of subrogation in favor of County, its officers, officials, and employees. Developer or its Contractors' insurance coverage shall be primary insurance with respect to any

other insurance, self-insurance or joint self-insurance programs maintained by County, such other insurance, self-insurance or joint self-insurance programs shall be excess and non-contributory, and the policy shall contain such an endorsement. Developer shall deliver to County a certificate of insurance evidencing the coverage required to be provided by each policy and provide replacement certificates fifteen (15) calendar days prior to the expiration of any required coverage.

Developer shall cause to be furnished to County evidence reasonably satisfactory to County that any contractor with whom such Developer has contracted with for the performance of Trail Improvement Work, Maintenance Work or Trail Replacement Work pursuant to this Agreement carries workers' compensation insurance as required by law. The liability insurance requirements under this Agreement may be reviewed by County every five (5) years following final acceptance of the Trail Improvements as evidenced by recording of a notice of acceptance in accordance with Section 4(j), for the purpose of increasing (in consultation with its insurance advisors) the minimum limits of such insurance from time to time to limits which shall be reasonable and customary for similar maintenance work in accordance with generally accepted insurance industry standards.

13. Covenants Running with the Land. All of the provisions contained in this Agreement shall be binding upon Developer and County, and upon each of their successors and assigns, and all other persons acquiring all or a portion of the Disposition Property or the Retained Property, whether by operation of law or in any manner whatsoever. All of the provisions contained in this Agreement shall be enforceable as equitable servitudes and shall constitute covenants running with the land pursuant to California law including California Civil Code Section 1468. Each covenant herein to act or refrain from acting is intended to burden the Retained Property and the Disposition Property (as applicable), run with the Retained Property and the Disposition Property, and is binding upon County and Developer and each of their successors, and assigns. Upon assignment of this Agreement by Developer to [*insert entity*] pursuant to Section 11 above, Developer shall be released from all obligations under this Agreement accruing after the effective date of such assignment.

14. Governing Law. The Parties hereto acknowledge that this Agreement has been negotiated and entered into in the State of California. The Parties hereto expressly agree that this Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California without reference to its choice of law rules. The Parties hereto agree that the exclusive jurisdiction and venue for any legal action arising out of or relating to this Agreement shall be in the applicable Court of Sonoma County, California, or, in the alternative, in cases where Federal jurisdiction is available, in the United States District Court for the Northern District of California.

15. Notices. All notices shall be in writing and delivered in person or sent by regular or express mail, postage prepaid to the following addresses:

To County: County of Sonoma
General Services Department
2300 County Center Drive, Suite A200
Santa Rosa, CA 95403
Attention: Director

With a copy to: County of Sonoma
Office of the County Counsel
575 Administration Drive, Room 105A
Santa Rosa, CA 95403
Attention: County Counsel

To Developer: Chanate Community Development Partners,
LLC
9240 Old Redwood Hwy, Suite 200
Windsor, CA 95492
Attention: Komron Shahhosseini, Project
Manager

With a copy to: Jeremy L. Olsan
Perry, Johnson, Anderson, Miller & Moskowitz
LLP
438 First Street, Fourth Floor
Santa Rosa, CA 95041

Any Notice shall be deemed received (i) on the date of delivery if delivered by personal service, (ii) on the date of delivery or refused delivery as shown by the return receipt if sent by certified mail, or (iii) on the date of delivery or refused delivery as shown by the records of the overnight courier if sent via nationally recognized overnight courier. Notices sent by a Party's attorney on behalf of such Party shall be deemed delivered by such Party. A party may change its address for Notice by providing written notice of such change to the other Party.

16. Authority. The Parties represent that the individuals executing this Agreement have the authority to do so.

17. Counterparts. This Agreement may be executed in counterparts, and, when all counterpart documents are executed, the counterparts shall constitute a single binding instrument.

18. Interpretation. This Agreement is the product of negotiations between the Parties, and it shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties have prepared the same. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in interpreting this Agreement.

19. Further Assurances; Amendments. County and Developer agree to mutually consider reasonable requests for amendments to this Agreement that may be made by either of them, or by lending institutions or bond counsel or financial consultants to County or Developer, provided such requests are consistent with this Agreement and would not materially alter the basic business terms hereof. No amendment hereto shall be effective unless in writing and signed by the Parties hereto.

20. Attorneys' Fees. In the event that any action is brought by either Party hereto as against the other Party hereto for the enforcement or declaration of any right or remedy in or under this Agreement or for the breach of any covenant or condition of this Agreement, the prevailing Party shall be entitled to recover, and the other Party agrees to pay, all fees and costs to be fixed by the court therein, including reasonable attorneys' fees.

21. Enforced Delay; Extension of Times of Performance. In addition to specific provisions of this Agreement, performance by either Party hereunder shall not be deemed to be in Default, and all performance and other dates specified in this Agreement shall be extended, where delays or Defaults are due to causes beyond the control or without the fault of the Party claiming an extension of time to perform, which may include the following: war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions or priority; environmental conditions, pre-existing or discovered, delaying the construction or development of the Disposition Property, or any portion thereof following Closing; litigation, including third party legal challenges, if any, related to Project land use approvals and entitlements; unusually severe weather; or inability to secure necessary labor, materials or tools (each a "**Force Majeure Delay**").

An extension of time for any such cause shall be for the period of the Force Majeure Delay and shall commence to run from the time of the commencement of the cause, if Notice by the Party claiming such extension is sent to the other Party within thirty (30) days of the commencement of the cause. If Notice is sent after such 30 day period, then the extension shall commence to run no sooner than 30 days prior to the giving of such Notice. Any Notice claiming an extension of time for an alleged Force Majeure Delay shall be supported by reliable information and documentation provided as part of the Notice; further, the Party claiming the extension of time shall regularly update the other Party, no less frequently than once every thirty (30) days, as to the continued justification of the alleged Force Majeure Delay, supported by reliable information and documentation. Notwithstanding any provision of this Agreement to the contrary, the lack of funding to commence and/or complete the Trail Improvements on the Retained Property shall not constitute grounds of Force Majeure Delay pursuant to this Section 21.

Times of performance under this Agreement may also be extended in writing by the County and Developer as agreed to in the sole discretion of each Party ("**Agreed Extension of Performance**"). The County Administrator may, on behalf of County, agree to no more than a cumulative total of three hundred sixty-five (365) calendar days extension of time for performance under this Agreement as an Agreed Extension of

Performance. Any such extension beyond 365 calendar days shall require the approval of the Board which it may consider and approve or disapprove in its sole discretion.

22. Estoppel Certificate. If upon any sale or hypothecation of the Disposition Property by Developer, an estoppel certificate shall be required by the mortgagee or purchaser, County agrees to deliver, within fifteen (15) days after written request therefor by Developer, a statement addressed to any such proposed mortgagee or purchaser, as applicable, in a form reasonably acceptable to the mortgagee or purchaser (i) certifying that this Agreement is unmodified and is in full force and effect (if such be the case), (ii) certifying that Developer is not in default of any of its obligations hereunder (or providing detail regarding any such defaults), and (iii) containing such other information as may reasonably be requested by the Party to whom such certificate is addressed. In the event that County fails to deliver such estoppel certificate within the 15-day period provided above, it shall be deemed that this Agreement is in full force and effect and that Developer is not in default of any of its obligations hereunder.

23. Recordation. This Agreement shall be recorded in the Official Records of Sonoma County within 10 days following the Parties' execution thereof.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, County and Developer have executed this Agreement as of the date first above written.

SONOMA COUNTY:

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

By: **FORM – DO NOT SIGN**

Name: Caroline Judy

Its: Director of General Services

ATTEST:

_____, County
Clerk

APPROVED AS TO FORM:

_____, County
Counsel

DISTRICT:

SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT, a public agency formed pursuant to the provisions of Public Resources Code sections 5500 *et. seq.*

By: **FORM – DO NOT SIGN**

Name: William J. Keene

Its: General Manager

WATER AGENCY:

SONOMA COUNTY WATER AGENCY, a body corporate and politic of the State of California

By: **FORM – DO NOT SIGN**

Name: Grant Davis

Its: General Manager

DEVELOPER:

**CHANATE COMMUNITY DEVELOPMENT
PARTNERS, LLC**, a California limited
liability company

By: **FORM – DO NOT SIGN**

Name: _____

Its: _____

NOTARY ACKNOWLEDGMENTS

[to be inserted]

ATTACHMENT 1

Legal Description of Disposition Property

[to be inserted at Closing]

ATTACHMENT 2

Legal Description of Retained Property

[to be inserted at Closing]

EXHIBIT H

**FORM OF LEASE AGREEMENT
(3313 CHANATE ROAD, SANTA ROSA, CALIFORNIA)**

OR

(3336 CHANATE ROAD, SANTA ROSA, CALIFORNIA)

BETWEEN

**CHANATE COMMUNITY DEVELOPMENT PARTNERS LLC,
a California Limited Liability Company,**

as "LANDLORD"

AND

**COUNTY OF SONOMA,
a political subdivision of the State of California,**

as "TENANT"

_____, 201__

BASIC LEASE INFORMATION

1. Landlord: Chanate Community Development Partners LLC,
a California limited liability company
9240 Old Redwood Hwy, Suite 200
Windsor, CA 95492
Attention: Komron Shahhosseini, Project Manager
Telephone: (707) 535-3200

2. Tenant: County of Sonoma,
General Services Department
2300 County Center Drive, Suite A200
Santa Rosa, CA 95403
Attention: Director
Telephone: (707) 565-8058

With a copy to: County of Sonoma,
County Counsel
575 Administration Drive, Room 105-A
Santa Rosa, California 95403
Telephone: (707) 565-3310

3. Commencement Date: _____, 201__

4. Property: That certain [*insert as applicable: office building located at 3313 Chanate Road, Santa Rosa, California, which contains approximately 18,071 square feet of administrative office and laboratory space and is presently occupied by the County (the “**Building**”), and 122 parking spaces serving such Building (the “**Parking Spaces**”) OR that certain Buildings located at 3336 Chanate Road, Santa Rosa, California, which contains approximately 7,550 square feet that is presently occupied by the County and used for County Coroner and Morgue operations (the “**Building**”), and 14 parking spaces serving such Building (the “**Parking Spaces**”)]. The parcel of real property upon which the Building is located and all improvements thereon, as well as the Parking Spaces serving the Building are referred to in this Lease as the “**Land**” and, collectively with the Building and Parking Spaces, the “**Property**”.*

5. Disposition Property: As used in this Lease, the term “**Disposition Property**” shall have the same meaning as set forth in that certain Disposition and Development Agreement (the

“DDA”), dated _____, 2017, by and between Landlord and Tenant.

6. Permitted Uses: Tenant shall use and occupy the Property for any governmental use.
7. Term: Five (5) years, commencing on the Commencement Date (“**Initial Term**”). Tenant has an option to extend the Initial Term for an additional ten (10) years, subject to the terms of Article 3.
8. Base Rent: \$1.00 per year.

The Basic Lease Information set forth above and the Attachments and Exhibits attached hereto are incorporated into and made a part of the following Lease. In the event of any conflict between the Basic Lease Information and terms of the Lease, the terms of the Lease shall control.

LEASE

This Lease Agreement (“**Lease**”) is made and entered into by the Landlord and Tenant referred to in the Basic Lease Information. The foregoing Basic Lease Information attached to this Lease is hereby incorporated into this Lease by this reference.

ARTICLE 1

BUILDING

1.1 Lease of Property. Landlord is the owner of that certain Property referred to in Section 4 of the Basic Lease Information. The Land is more particularly described in Attachment 1 attached hereto and incorporated herein. A diagram depicting the general location and layout of the Land and the Building and Parking Spaces is attached hereto and incorporated herein as Attachment 2. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord upon the terms and conditions contained herein the Property. The Building has the address and contains the square footage specified in the Basic Lease Information; provided, however, that any statement of square footage set forth in this Lease, or that may have been used in calculating any of the economic terms hereof, is an approximation which Landlord and Tenant agree is reasonable and no economic terms based thereon shall be subject to revision whether or not the actual square footage is more or less.

1.2 Parking Spaces. Tenant shall have the right to the exclusive use, throughout the Term of this Lease, of [*insert as applicable 122 or 14*] parking spaces located on the Property as depicted on Attachment 2. Notwithstanding the foregoing, Landlord shall have the right, upon no less than sixty (60) days prior written notice to Tenant and subject to Tenant’s approval not to be unreasonable withheld, conditioned

or delayed, to temporarily move and/or relocate all or a portion of the [*insert as applicable 122 or 14*] parking spaces either within the Property or on to the Disposition Property in order to facilitate Landlord's construction and development of the Disposition Property in accordance with the DDA.

1.3 Appurtenant Rights. Tenant shall have the right to the exclusive use, throughout the Term of this Lease, of all stairways, elevators, sidewalks, plazas and walkways, easements and service alleys located on the Property, delivery and loading areas and facilities of the Property, lobbies, elevator lobbies, utility equipment rooms and all other facilities in or about the Buildings, and the appurtenances thereto, as the same may exist from time to time. Further, Tenant shall have the right to non-exclusive use, throughout the Term of this Lease, of all roadways, alleys, sidewalks, walkways and paths over and across the Disposition Property necessary for pedestrian and vehicular ingress and egress between the Property and the public right of way. Such use shall be for Tenant and its customers, agents, employees, assignees, subtenants, licensees and invitees. In addition, Landlord, at its expense, shall maintain, service, repair, replace and rehabilitate, as necessary, all gas, electric, water, sewer, storm drain, telecommunication and any other utility facility connections located within the Disposition Property between the Property and the public right of way which are connected to and/or are critical to the proper functioning of said utility facilities on the Property.

ARTICLE 2

TERM AND POSSESSION

2.1 Term. Subject to and upon the terms and conditions set forth in this Lease, the "**Initial Term**" of this Lease shall be as set forth in Section 6 of the Basic Lease Information and shall commence as of the Commencement Date set forth in Section 3 of the Basic Lease Information. The Initial Term, including any extension thereof exercised by Tenant in accordance with Article 3, is sometimes referred to herein as the "**Term**".

ARTICLE 3

OPTION TO EXTEND

3.1 Option to Extend. Subject to the terms of this Article 3, Tenant shall have the option to renew this Lease for a period of up to ten (10) years (the "**Extended Term**") following the Initial Term (the "**Option to Extend**"). The Extended Term shall be on all the terms and conditions of this Lease, except as to Base Rent. Any reference to "**Term**" in this Lease shall include the Extended Term if Tenant properly exercises its Option to Extend pursuant to this Article 3.

3.2 Exercise of Option to Extend. Tenant may exercise the Option to Extend at any time prior to the expiration of the Initial Term. Provided further, that Tenant's Option to Extend shall not expire unless or until (i) Landlord delivers written notice to

Tenant no sooner than one hundred twenty (120) calendar days prior to expiration of the Initial Term advising of the date that the Initial Term will expire (“**Extension Notice**”), (ii) the Extension Notice specifies a deadline for Tenant to exercise the Option to Extend that is not fewer than sixty (60) calendar days after the Extension Notice is delivered to Tenant, and (iii) Tenant fails to provide written notice of its decision to exercise the Option to Extend on or before the deadline set forth in the Extension Notice.

3.3 Base Rent for Extended Term. The Rent payable by Tenant during each year of the Extended Term shall be equal to Eighty Percent (80%) of the Fair Market Rent (as defined below) of the Property for comparable office space in the Sonoma County submarket on the date the Tenant exercises the Option to Extend as provided in Section 3.2 above.

3.4 Determination of Fair Market Rent. Within 60 days after Tenant’s exercise of the Option to Extend in accordance with Section 3.2, Landlord and Tenant shall meet in an effort to negotiate, in good faith, (a) the Fair Market Rent as of the commencement of the Extended Term, and (b) in the event the Parties cannot agree on the amount of Fair Market Rent, the appointment of a single appraiser to determine said Fair Market Rent.

3.4.1 If Landlord and Tenant have not agreed upon either the Fair Market Rent or the appointment of a single appraiser within such 60-day period, the Parties acknowledge that the determination of Fair Market Rent in accordance with Section 3.4.2 below may be completed after the commencement of the Extended Term.

3.4.2 If Landlord and Tenant have not agreed upon either the Fair Market Rent or the appointment of a single appraiser within such 60-day period, then Landlord and Tenant shall each appoint one appraiser not later than 55 calendar days prior to the commencement of the Extended Term. Each such appraiser shall be an independent certified real estate appraiser with at least ten years of experience in appraising commercial real property in Sonoma County, and each party shall give written notice of such appointment to the other. If either Landlord or Tenant shall fail to appoint an appraiser within five (5) days after receiving notice of the identity of the other party’s appointed appraiser, then the single appraiser appointed shall be the sole appraiser and shall determine the Fair Market Rent of the Property. If each party appoints an appraiser, such appraisers shall, within thirty (30) days after the appointment of the last appraiser to be appointed, complete their determinations of Fair Market Rent of the Property and furnish the same to Landlord and Tenant. If the low appraisal of Fair Market Rent of the Property varies from the higher appraisal by 10% of the low appraisal or less, the Fair Market Rent of the Property shall be the average of the two valuations. If the low appraisal of Fair Market Rent of the Property varies from the high appraisal by more than 10%, the two appraisers shall, within ten (10) days after submission of the last appraisal report, appoint a third appraiser who shall meet the qualifications set forth in this paragraph. If the two appraisers shall be unable to agree on the selection of a third appraiser in a timely manner, then either Landlord or Tenant may request such appointment by the presiding judge of the Superior Court

of Sonoma County (the “**Presiding Judge**”), no later than 30 days after submission of the last appraisal report. If neither Landlord nor Tenant timely request such appointment of a third appraiser by the Presiding Judge, then the Fair Market Rent shall be equal to the average of the Fair Market Rent as determined by Landlord and Tenant’s appraiser. The third appraiser, whether selected by the two appraisers or appointed by the Presiding Judge, shall be a person who has not previously acted in any capacity for or against either Landlord or Tenant. Such third appraiser shall, within 30 days after appointment, make a determination of Fair Market Rent of the Property and said third appraiser shall select the opinion of Fair Market Rent of the Property as determined by the one appraisal, completed by the two appraisers, which most closely matches the third appraiser’s opinion of Fair Market Rent of the Property. All fees and costs of the third appraiser in connection with the determination of Fair Market Rent of the Property by appraisal shall be paid one-half by Landlord and one-half by Tenant. Landlord and Tenant shall each bear their own fees and costs, including reasonable attorney fees, expert fees and other expenses incurred in connection with seeking appointment of a third appraiser by the Presiding Judge.

3.4.3 The term “**Fair Market Rent**” means the price that a ready and willing tenant would pay, as of the commencement of the Extended Term, as monthly rent to a ready and willing landlord of property comparable to and within close proximity of the Property if such property were offered for lease on the open market for a reasonable period of time and taking into account the condition of the Property and all of the purposes for which the Property may be used.

ARTICLE 4

RENT

4.1 Base Rent. All Rent under this Lease shall commence as of the Commencement Date. Rent shall be paid as set forth in this Article 4. Upon execution of this Lease, Tenant shall pay to Landlord, at Landlord’s address for payment of Rent designated in Section 1 of the Basic Lease Information, the Base Rent for the Initial Term. During the Extended Term, Tenant shall pay to Landlord, at Landlord’s address for payment of Rent designated in Section 1 of the Basic Lease Information, or at such other address as Landlord may from time to time designate in writing to Tenant for the payment of Rent, the Rent without notice, demand, offset or deduction, in advance, on the first day of each month of the Extended Term. The term “**Rent**” means the Base Rent designated in Section 1 of the Basic Lease Information during the Initial Term; and the Rent as established in Section 3.3 during the Extended Term. If Rent is due for a period of less than a full month, it shall be prorated for such partial month on the basis of a 30-day month.

4.2 Application of Payments. All payments received by Landlord from Tenant shall be applied to the oldest obligation owed by Tenant to Landlord. No designation by Tenant, either in a separate writing, on a check or money order, or otherwise shall modify this clause or have any force or effect.

ARTICLE 5

TERMINATION

5.1 Termination by Tenant.

5.1.1 Non-appropriation of Funds. Tenant may terminate this Lease, with respect to the Property upon ninety (90) days' prior written notice to Landlord ("**Termination Notice**") on the happening of any one or more of the following events: (i) the County Board of Supervisors fails to appropriate sufficient funds for the Rent of the Property covered by this Lease; (ii) the County Board of Supervisors discontinues, in whole or in part, the program or agency for which the Building was leased; or (iii) the funding, whether County, State or Federal, for the program or agency for which the Building was leased is reduced or withdrawn.

5.1.2 Discretionary Termination. At any time after the Commencement Date, Tenant shall have the option to terminate this Lease with respect to the Property in its sole discretion. Termination of this Lease by Tenant shall be effective as of ninety (90) calendar days after Tenant delivers a Termination Notice to Landlord.

ARTICLE 6

UTILITIES

6.1 Tenant Utility and Service Costs. Tenant, at Tenant's sole cost and expense, shall be responsible and directly contract and pay for any and all utilities and services required or desired by Tenant in connection with its use or occupancy of the Property, including: (i) heat and air conditioning; (ii) water; (iii) gas, if applicable; (iv) elevator or lift service, if any; (v) electricity; (vi) telephone, computer, communications; (vii) trash pick-up; (viii) landscape maintenance; and (ix) any other materials, services, or utilities (individually and collectively, the "**Services**").

6.2 No Furnished Services. Landlord shall have no obligation to provide any Services to the Property. Notwithstanding the foregoing, Landlord shall maintain, service, repair, replace and rehabilitate, as necessary, all gas, electric, water, sewer, storm drain, telecommunication and any other utility facility connections located within the Disposition Property between the Property and the public right of way which are connected to and/or are critical to the proper functioning of said utility facilities on the Property.

6.3 Security Services. Tenant shall provide security services for the Property. Tenant shall have the right to install or have installed in the Building, a card key access system or other security system.

6.4 Janitorial Services. Tenant shall provide cleaning services for the Building and Parking Spaces and for all of the public and common areas in the Building and appurtenances thereto, including the elevators and stairways.

ARTICLE 7

TAXES

7.1 Taxes. As used in this Lease “**Taxes**” means Property Taxes, Possessory Interest Taxes and Personal Taxes.

7.2 Property Taxes. Tenant shall pay to Landlord the Property’s pro-rata share of real property taxes and assessments that are a lien against the Disposition Property.

7.3 Possessory Interest Taxes. Not applicable, as the Property is owned by a private party and leased by a public entity.

7.4 Personal Taxes. Tenant shall pay directly to the taxing authority all taxes and assessments levied upon the trade fixtures, alterations, additions, improvements, partitions, cabling, wiring, furniture, equipment, inventories and other personal property located and/or installed on the Building by or on behalf of Tenant (individually and collectively “**Tenant’s Property**”) (collectively, “**Personal Taxes**”).

ARTICLE 8

INSURANCE

8.1 Property Insurance. Tenant shall, at Tenant’s expense during the Term, insure the Property in an amount not less than the full replacement cost thereof (excluding Tenant’s Property) on an occurrence basis against fire and extended coverage (including, if Tenant elects, “all risk” coverage, earthquake/volcanic action, flood and/or surface water insurance) similar in type and coverage limits to that carried by Tenant on its other properties. At Tenant’s option, such insurance may be carried under any blanket or umbrella policies or other insurance or insurance equivalent which Tenant has in force for other buildings or projects. Tenant shall be named as loss payee on said coverage for the Property.

8.2 Liability Insurance. Tenant may elect to self-insure, jointly-insure, or maintain insurance or an insurance equivalent (including, but not limited to, that offered to a municipality through and by a joint powers authority, a self-insurance pool of liability coverage authorized pursuant to California Government Code Section 6500, or similar collective). Tenant shall, at Tenant’s expense, obtain and keep in force at all times during the Term the following “**Tenant’s Insurance**,” and shall be liable for all premiums, deductibles, and self-insured amounts, if any, in connection therewith:

8.2.1 Commercial General Liability Insurance. A policy of commercial general liability insurance (occurrence form), or insurance equivalent, having a combined single limit of not less than Two Million Dollars (\$2,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate, providing coverage for, among other things, blanket contractual liability (including Tenant’s indemnification obligations under this Lease), premises liability, products and completed operations liability,

owner's protective coverage, broad form property damage, and bodily injury (including wrongful death). If necessary, Tenant shall provide for restoration of the aggregate limit.

8.2.2 Automobile Liability Insurance. Comprehensive automobile liability insurance, or insurance equivalent, having a combined single limit of not less than Two Million Dollars (\$2,000,000) per occurrence and insuring Tenant against liability for claims arising out of the ownership, maintenance, or use of any owned, hired, or non-owned automobiles.

8.2.3 Workers' Compensation and Employer's Liability Insurance. Workers' compensation insurance, if required by Law, which complies with all applicable state statutes and regulatory requirements, and employer's liability insurance coverage in statutory amounts.

8.2.4 Tenant's Property Insurance. "All risk" property insurance, or insurance equivalent, including fire and extended coverage, sprinkler leakage, vandalism and malicious mischief coverage, covering damage to or loss of any portion of Tenant's Property (together with, if the property of Tenant's invitees is to be kept in the Building, warehouse's legal liability or bailee customers insurance property belonging to invitees and located in or about the Building), in an amount not less than the full replacement cost thereof.

8.3 General.

8.3.1 Additional Insureds. Landlord and any property management company of Landlord for the Property shall be named as additional insureds on the commercial general liability insurance policy (or insurance equivalent) required by Section 8.2.

8.3.2 Primary Coverage. Tenant's Insurance shall be primary, without right of contribution from any Landlord's Insurance.

8.3.3 Umbrella/Excess Insurance. Any umbrella liability policy or excess liability policy maintained by Tenant in its sole discretion shall provide that if the underlying aggregate is exhausted, the excess coverage will drop down as primary insurance. The limits of Tenant's Insurance shall not limit Tenant's liability under this Lease.

8.3.4 Notification of Incidents. Tenant shall notify Landlord within twenty-four (24) hours after the occurrence of any accident or incident on or about the Property or any portion thereof which could give rise to a claim against Landlord, Tenant, or Tenant's Insurance, except that Tenant shall not be obligated to give Landlord notice of any accident or incident which could give rise to a claim under Tenant's workers' compensation insurance. Tenant's notice shall be accompanied by a copy of any report(s) relating to the accident or incident.

ARTICLE 9

INDEMNITY; LIABILITY EXEMPTION

9.1 Indemnity. Except to the extent claims are caused by Landlord's sole or active negligence or willful misconduct, Tenant shall indemnify, protect, defend, and hold harmless Landlord and its members, officers, employees, volunteers, lenders, agents, representatives, contractors and each of their successors and assigns from and against any and all claims, judgments, causes of action, damages, penalties, costs, liabilities, and expenses, including all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon, arising at any time during the Term as a result (directly or indirectly) of or in connection with (i) any default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease; (ii) Tenant's use of the Building, Parking Spaces or Property, the conduct of Tenant's business or any activity, work or thing done, permitted or suffered by Tenant in or about the Building, Parking Spaces or the Property; or (iii) any act, error or omission of Tenant in or about the Building, Parking Spaces or Property or any portion thereof (collectively, the "**Indemnification**"). Tenant shall provide such Indemnification by and through counsel reasonably acceptable to Landlord. The obligations of Tenant under this Section 9.1 shall survive the expiration or other termination of this Lease with respect to any claims or liability arising prior to such expiration or other termination.

9.2 Exemption of Landlord from Liability. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property including, but not limited to, Tenant's Property and injury to or death of persons in, upon or about the Building, Parking Spaces or the Property arising from any cause, and Tenant hereby waives all claims in respect thereof against Landlord, except to the extent such claims are caused by Landlord's sole or active negligence or willful misconduct. Tenant hereby agrees that Landlord shall not be liable for injury to Tenant's business or any loss of income therefrom or for damage to the property of Tenant, or injury to or death of Tenant or any other person in or about the Building, Parking Spaces or the Property, whether such damage or injury is caused by fire, steam, electricity, gas, water or rain, or from the breakage, leakage or other defects of sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, whether said damage or injury results from conditions arising within or about the Building, Parking Spaces or the Property or from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Tenant, except damage or injury caused solely by Landlord's sole or active negligence or willful misconduct. Landlord shall not be liable for any damages arising from any act or neglect of any other tenant or occupant, if any, of the Building, Parking Spaces or the Property or Landlord's failure to enforce the terms of any agreements with parties other than Tenant.

ARTICLE 10

REPAIRS AND MAINTENANCE

10.1 Landlord's Obligations. The Property is being leased to Tenant in its current, existing, "AS-IS" condition. It is specifically understood and agreed that Landlord has no obligation and has made no promises to alter, remodel, improve, decorate or paint the Building, or otherwise alter or improve the Building, Parking Spaces, the Property, or any portion thereof. Tenant is familiar with the existing condition of the Property, including the Building and Parking Spaces, and acknowledges that Landlord has made no representation or warranty regarding the condition thereof.

10.2 Tenant's Obligations. Tenant, at its expense, shall maintain the Building, Parking Spaces and Property in good order, condition and repair, reasonable wear and tear excepted.

ARTICLE 11

ALTERATIONS AND IMPROVEMENTS

11.1 Alterations. During the Term of this Lease, Tenant, at its expense, may make alterations, installations, additions, or improvements to the Building and Parking Spaces after providing Landlord reasonable notice. Tenant, at Landlord's request, shall provide plans and specifications of such alterations, installations, additions, or improvements to the Landlord. Landlord, without any cost to itself, may cooperate with Tenant in securing building and other permits and authority necessary from time to time for any work permitted under this Lease. Tenant may at any time remove any equipment and trade fixtures installed by or on behalf of Tenant in the Building. Improvements made by Tenant at any time to the Building during the Term of this Lease shall be and remain the property of Tenant; however, upon the expiration or earlier termination of this Lease, all improvements made by Tenant at any time to the Building or Parking Spaces, and not removed by Tenant prior to the expiration of the Term, shall be and remain the property of Landlord.

11.2 Satellites and Antennae. Tenant, at its expense, shall have the right to install, operate and maintain telecommunications equipment on or about the Building, including on the roof thereof subject to Landlord's prior approval which shall not be unreasonably withheld, conditioned or delayed. In installing the telecommunications equipment, Tenant shall adhere to industry standards for installation and workmanship. Tenant shall be responsible for procuring whatever consents, approvals, licenses or permits that may be required for the installation, use, operation and removal of Tenant's system. Tenant shall at all times and at Tenant's sole cost and expense be responsible for proper maintenance of the telecommunications equipment and all governmental permits and approvals required in connection therewith.

ARTICLE 12

USE

12.1 Usage. The Property shall be used only for the permitted uses set forth in Section 6 of the Basic Lease Information. Tenant, at Tenant's expense, shall comply with all applicable Hazardous Materials Laws, statutes, laws, codes, rules, orders, zoning, ordinances, directions, regulations, regulations, permits, or other requirements of federal, state, county, municipal, or other governmental authorities having jurisdiction, now in force or which may hereafter be in force (individually "**Law**" and collectively "**Laws**").

ARTICLE 13

ENVIRONMENTAL MATTERS

13.1 Environmental Compliance. The Property is being leased to Tenant in its current, existing "AS-IS" condition. As Tenant owned and occupied the Property immediately before the Commencement Date and sold the Property to Landlord pursuant to the DDA in its "AS-IS" condition, it is specifically understood and agreed that neither Landlord nor Tenant has any obligation under this Lease to inspect for, remediate, abate, remove, contain, or otherwise address Hazardous Materials that existed on the Property prior to the Commencement Date. Tenant shall, during the Term of this Lease, at its sole cost and expense, comply with all laws, codes, rules, orders, ordinances, directives, regulations, permits, or other requirements of federal, state, county, municipal or governmental authorities having jurisdiction, now in force or which may hereafter be in force (collectively, "**Hazardous Materials Laws**") concerning the management, use, generation, storage, transportation, presence, discharge or disposal by Tenant in connection with its use of the Property during the Term of any and all pollutants, wastes, flammables, explosives, radioactive materials, hazardous or toxic materials, hazardous or toxic wastes, hazardous or toxic substances, carcinogenic materials or contaminants and all other materials governed, monitored, or regulated by any Federal, State or local law or regulation, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act, the Hazardous Substances Account Act, and/or the Resources Conservation and Recovery Act. "**Hazardous Materials**" include asbestos, asbestos-containing materials, hydrocarbons, polychlorinated biphenyl ("**PCB**") or PCB-containing materials, petroleum, gasoline, petroleum products, crude oil or any fraction, product or by-product thereof (collectively, "**Hazardous Materials**"). At the conclusion or termination of this Lease, Tenant shall cause any and all Hazardous Materials brought onto, used, generated, handled, treated, stored, released or discharged on or under the Property by Tenant during the Term of this Lease to be removed from the Property and transported for disposal in accordance with applicable Hazardous Materials Laws. Nothing herein shall obligate Tenant to conduct tests, inspections, evaluations, surveys or undertake any clean-up or removal action concerning Hazardous Materials released or discharged on the Property prior to the Commencement Date. Landlord shall have the right to enter the Property from time to time to conduct tests, inspections and

surveys concerning Hazardous Materials and to monitor Tenant's compliance with its obligations concerning Hazardous Materials and Hazard Materials Laws. Tenant shall immediately notify Landlord in writing of: (i) any release or discharge of any Hazardous Material occurring during the Term of this Lease; (ii) any voluntary clean-up or removal action instituted or proposed by Tenant, (iii) any enforcement, clean-up, removal or other governmental or regulatory action instituted or threatened concerning the Property, or (iv) any claim made or threatened by any person against Landlord, Tenant, or the Property or any portion thereof relating to Hazardous Materials or Hazardous Materials Laws. Tenant shall also supply to Landlord as promptly as possible, and in any event within five (5) business days after Tenant receives or sends same, copies of all claims, reports, complaints, notices, warnings or asserted violations relating in any way to the Property or Tenant's use thereof and concerning Hazardous Materials or Hazardous Materials Laws. In the event Tenant institutes a cleanup or removal action, Tenant shall provide copies of all workplans and subsequent reports submitted to the governmental agency with jurisdiction to Landlord in a timely manner.

13.2 Tenant's Indemnification. Except to the extent caused by Landlord's sole or active negligence or willful misconduct, Tenant shall indemnify, defend and hold Landlord harmless from any claims, causes of action, liabilities, losses, damages, injunctions, suits, fines, penalties, costs or expenses (including attorneys' fees and expenses and consultant fees and expenses) caused or alleged to have been caused by the presence of Hazardous Materials in, on, under, about, or emanating from the Property, including, without limitation, any bodily injury, death, property damage, natural resource damage, decrease in value of the Property, caused or alleged to have been caused by Tenant's use, storage, handling, treatment, generation, presence, discharge or release of Hazardous Materials on the Property during the Term of this Lease in violation of Tenant's obligations under this Lease. Nothing herein shall obligate Tenant to indemnify, defend and hold Landlord harmless from any claims, causes of action, liabilities, losses, damages, injunctions, suits, fines, penalties, costs or expenses (including attorneys' fees and expenses and consultant fees and expenses) caused or alleged to have been caused by the presence of Hazardous Materials released or discharged in, on, under, about, or emanating from the Property prior to the Commencement Date.

13.3 Notices. The parties shall give each other written notice within three (3) calendar days after the date on which either party learns or first has reason to believe that: (i) there has or will come to be located on or about the Building and/or the Land any Hazardous Materials; (ii) any release, discharge or emission of any Hazardous Materials that has occurred on or about the Building and/or the Land; (iii) any (a) enforcement, cleanup, removal or other governmental or regulatory action has been threatened or commenced against Landlord or with respect to the Building and/or the Land pursuant to any Hazardous Substances Laws; or (b) any claim has been made or threatened by any person or entity against Landlord, Tenant, or the Building and/or the Land on account of any alleged loss or injury claimed to result from the alleged presence or release on the Building or the Land of any Hazardous Materials; or (c) any report, notice, or complaint has been made to or filed with any governmental agency concerning the presence, use or disposal of any Hazardous Materials on the Building

or the Land. Any such notice shall be accompanied by copies of any such claim, report, complaint, notice, warning or other communications that is in the possession of or is reasonably available to such party.

ARTICLE 14

DESTRUCTION AND UNFITNESS OF BUILDING

14.1 Loss - Insured or Uninsured. Subject to the options to terminate hereinafter provided in this Article 14, if during the Term, the Building or any portion thereof is damaged by fire, earthquake or other casualty or peril, Tenant may at its option (upon receipt of insurance proceeds provided by Section 8.1) repair or rebuild the Building to the condition at least equal to that existing immediately prior to said damage.

14.2 Major Damage. For purposes of this Article 14, "**Major Damage**" to the Building resulting from fire, earthquake or any other casualty or peril is defined as damage to such extent that the estimated cost of full repair of such damage is greater than twenty-five percent (25%) of the then full replacement value of the Building as required for purposes of the then existing insurance policies provided for in Article 8. Any other damage to the Building from any such casualty or risks shall be deemed to be "**Non-Major.**"

14.3 Tenant's Option to Terminate in Certain Events. If during the Lease Term the Building or any portion thereof receives Major Damage, Tenant shall have the option to terminate this Lease on sixty (60) days' written notice to Landlord.

14.4 Proration of Rent. In the event of termination pursuant to the provisions of Section 14.3 of this Article 14, (i) Tenant shall surrender to Landlord possession of the Property and shall pay to Landlord any Rent hereunder accruing to the date of such damage.

14.5 Abatement of Rent. In the event that after any damage or destruction this Lease is not terminated in accordance with its provisions, Rent shall be equitably prorated and abated during the period commencing with the date of the casualty and continuing until such repairs are completed in the proportion that the Rent of the part usable by Tenant for the normal operation of Tenant's business on the Building bears to the rental of the total space then leased by Tenant, taking into consideration the rental rate per rentable square foot for the space for which the proration is made and any adverse effects and disruptions to Tenant's business caused during the period of such repairs.

ARTICLE 15

EMINENT DOMAIN

15.1 Effect on Rights and Obligations. If any portion of the Building is permanently taken by condemnation, this Lease shall remain in effect, except that

Tenant may elect to terminate this Lease if 25% or more of the total number of square feet in the Building is taken and if the remaining portion of the Building is rendered unsuitable for Tenant's continued use of the Building. If Tenant elects to terminate this Lease, Tenant must exercise its right to terminate by giving written notice to Landlord within thirty (30) days after the nature and the extent of the taking have been finally determined, as of the date of termination, which date shall not be earlier than thirty (30) days nor later than ninety (90) days after Tenant has notified Landlord of its election to terminate; except that this Lease shall terminate on the date of taking if the date of taking falls on a date before the date of termination as designated by Tenant. If Tenant does not terminate this Lease within the 30-day period, this Lease shall continue in full force and effect, except that the Rent thereafter to be paid shall be reduced on a pro-rata basis. Tenant shall notify Landlord in writing of any condemnation or threatened condemnation within ten (10) days after Tenant receives notice of said action or threatened action. No condemnation of any kind shall be construed to constitute an actual or constructive eviction of Tenant or a breach of any express or implied covenant of quiet enjoyment.

ARTICLE 16

ASSIGNMENT

16.1 Tenant shall have the right with Landlord's approval at any time and from time to time to assign or otherwise transfer all or any part of Tenant's interest in this Lease and to sublet the Building, or any part thereof, to any governmental or quasi-governmental agency, provided that: (i) any assignment or subletting shall provide that the assignee or sublessee assumes and agrees to carry out and perform all of the terms and conditions of this Lease on the part of Tenant to be carried out and performed; (ii) an executed copy of the assignment or subletting shall be delivered to Landlord and approved by the Landlord; (iii) the proposed use is consistent with the Permitted Use provisions of this Lease governing such matters; and (iv) Landlord has provided its written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Upon any assignment of Tenant's entire interest in this Lease, Tenant shall be released from any further liability with respect thereto upon the written consent of Landlord, which consent shall not be unreasonably withheld. Landlord's consent shall be deemed to have been given if within thirty (30) days of notice of assignment to Landlord, Landlord fails to object to the new tenant by written notice to Tenant, stating in detail the reasons for such objection.

ARTICLE 17

ESTOPPEL, SUBORDINATION, AND ATTORNMENT

17.1 Estoppel. Within thirty (30) calendar days after request by Landlord, Tenant shall deliver an estoppel certificate duly executed and acknowledged to any proposed mortgagee, beneficiary, purchaser, or Landlord, in a commercially reasonable form substantially similar to that requested and a statement certifying, without limitation: (i) the date of commencement of this Lease; (ii) the fact that this

Lease is unmodified and in full force and effect (or, if there have been modifications hereto, that this Lease is in full force and effect, as modified, and stating the date and nature of such modifications); (iii) the date to which the rental and other sums payable under this Lease have been paid; (iv) the fact that there are no current defaults under this Lease by either Landlord or Tenant except as specified in Tenant's statement; (v) no deposit of any nature has been made in connection with the Lease (other than deposits the nature and amount of which are expressly described in the Lease), and (vi) such other matters reasonably requested by Landlord that relate to the Building, Parking Spaces, Property or this Lease. Landlord and Tenant intend that any statement delivered pursuant to this Section 17.1 may be relied upon by any mortgagee, beneficiary, purchaser or prospective purchaser of the Building, Parking Spaces, the Property or any interest therein. If any financier should require that this Lease be amended (other than in the description of the Building, Parking Spaces, the Term, the permitted uses, the Rent or as will substantially, materially and adversely affect the rights of Tenant), Landlord shall give written notice thereof to Tenant, which notice shall be accompanied by a Lease supplement embodying such amendments. Tenant shall, within thirty (30) calendar days after the receipt of Landlord's notice, execute and deliver to Landlord the tendered Lease supplement.

17.2 Subordination. This Lease may, at the option of Landlord, be made subordinate to any first mortgage or first deed of trust now or hereafter placed upon or affecting the real property of which the Building or Parking Spaces form a part, and to all renewals, modifications, replacements and extensions thereof; provided that as a condition of such subordination, and only if: (i) such mortgage or deed of trust shall contain a covenant which shall permit the proceeds of all insurance policies covering the Building, Parking Spaces, improvements, equipment and/or appurtenances thereto pursuant to the policy provided pursuant to Section 8.1 to be (a) retained by Tenant and made available for repair, replacement and rebuilding as provided in this Lease or (b) if the Lease is terminated in accordance with Section 14.3, for 100% of said proceeds to be distributed and paid to Tenant; and (ii) a separate written agreement ("**Non-disturbance Agreement**") is entered into by the mortgagee named in any such mortgage, or by the trustee and the beneficiary named in any such deed of trust, and is recorded simultaneously with said mortgage or deed of trust, providing that notwithstanding any default in the mortgage or deed of trust and any foreclosure thereof, or the enforcement by the holder thereof of any rights or remedies, including sale thereunder, or otherwise, this Lease shall be recognized, remain in full force and effect, and the Tenant shall be permitted to remain in quiet and peaceful possession of the Property throughout the Term thereof, and any extension or renewal thereof, as long as Tenant shall not be in default under this Lease, or, if Tenant is in such default, as long as Tenant's time to cure such default shall not have expired. Such subordination instrument(s) shall be strictly limited to matters contained in the Nondisturbance Agreement and estoppel certificate, and no such instruments may increase any of Tenant's obligations or decrease any of Tenant's rights under this Lease. Tenant's failure to execute and deliver such instrument(s) shall constitute a default under this Lease only if Landlord has first delivered the Nondisturbance Agreement and estoppel certificate required hereunder to Tenant.

17.3 Attornment. In the event of a foreclosure proceeding, the exercise of the power of sale under any mortgage or deed of trust, Tenant shall, if requested, attorn to the purchaser thereupon and recognize such purchaser as Landlord under this Lease. The transferee shall not be liable for any acts, omissions or defaults of Landlord that occurred before the sale or conveyance, and except as reduced as expressly provided by this Lease or by operation of Law.

ARTICLE 18

QUIET ENJOYMENT AND TITLE

18.1 Landlord covenants and represents that it has full right and power to execute and perform this Lease and to grant the estate demised herein, and covenants that Tenant on paying the Rent herein reserved and performing the covenants hereof shall peaceably and quietly have, hold and enjoy the Property and all appurtenances during the full Term of this Lease or any extension or renewal thereof, and further covenants and represents that Landlord has a fee simple interest in the Property. Landlord further covenants and represents that it will stand so seized on the first day of the Lease Term and will then place Tenant in actual possession of the Property with the improvements thereon and the appurtenances thereto all in conformity with law and in a safe, clean and tenantable condition and in good order and repair.

ARTICLE 19

INSPECTION AND ENTRY BY OWNER

19.1 Landlord and its agents shall have the right at any reasonable time and upon at least twenty-four (24) hours' notice to Tenant, to enter upon the Property so long as it does not interfere with the business activities of Tenant in the Building, Parking Spaces or on the Property, for the purpose of inspection, serving or posting notices, maintaining the Property, making any necessary repairs, alterations or additions to any portion of the Property to the extent required or permitted to Landlord under this Lease.

ARTICLE 20

DEFAULTS; REMEDIES

20.1 Events of Default. Where “**default**” is used in this Lease with reference to Tenant, default refers to any breach of Tenant’s obligations under this Lease. Where Tenant’s default continues for the period specified below, it shall, at Landlord’s option, constitute an Event of Default giving rise to the remedies set forth in Section 20.2 of this Lease. The occurrence of any of the following events shall, at Landlord’s option, constitute an “**Event of Default**”:

20.1.1 Abandonment of or vacating the Property for a period of ninety (90) consecutive days;

20.1.2 Failure to pay Rent or other sums on the date when due and the failure continuing for a period of ten (10) days after such payment is due;

20.1.3 Failure to perform Tenant's covenants and obligations hereunder (except default in the payment of Rent) where such failure continues for a period of thirty (30) days;

20.2 Remedies.

20.2.1 Termination. In the event of the occurrence of any Event of Default, Landlord shall have the right to give a written termination notice to Tenant and, on the date specified in such notice (which date shall be at least five (5) business days following the date of delivery of such notice), this Lease shall terminate unless on or before such date all arrears of Rent and all other sums payable by Tenant under this Lease and all costs and expenses incurred by or on behalf of Landlord hereunder shall have been paid by Tenant and all other Events of Default at the time existing shall have been fully remedied to the satisfaction of Landlord.

20.2.2 Repossession. Following termination, without prejudice to other remedies Landlord may have, Landlord may (i) peaceably re-enter the Property upon voluntary surrender by Tenant or remove Tenant therefrom and any other persons occupying the Property, using such legal proceedings as may be available; (ii) repossess the Property or relet the Property or any part thereof for such term (which may be for a term extending beyond the Term), at such rental and upon such other terms and conditions as Landlord in Landlord's sole discretion shall determine, with the right to make reasonable alterations and repairs to the Property; and (iii) remove all personal property therefrom.

20.2.3 Unpaid Rent. Landlord shall have all the rights and remedies of a landlord provided by applicable Laws, including the right to recover from Tenant: (i) the worth, at the time of award, of the unpaid Rent that had been earned at the time of termination, (ii) the worth, at the time of award, of the amount by which the unpaid Rent that would have been earned after the date of termination until the time of award exceeds the amount of loss of rent that Tenant proves could have been reasonably avoided, (iii) the worth, at the time of award, of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of the loss of rent that Tenant proves could have been reasonably avoided, and (d) any other amount, and court costs, necessary to compensate Landlord for all detriment proximately caused by Tenant's default. The phrase "worth, at the time of award," as used in (a) and (b) above, shall be computed at the Applicable Interest Rate, and as used in (iv) above, shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%). The term "**Applicable Interest Rate**" shall be equal to the lesser of (a) the maximum interest rate permitted by Law or (b) three percent (3%) above the prime rate publicly announced by Wells Fargo & Company (or if Wells Fargo & Company ceases to exist, the largest bank then headquartered in the State of California) ("**Bank**") as its Reference Rate

ARTICLE 21

SIGNAGE

21.1 Signage. Tenant may provide: (i) signage consistent with the existing signage program for the Building in conformance with all Laws; and (ii) main entry door signage. The cost of the signage and lettering shall be Tenant's responsibility.

ARTICLE 22

MISCELLANEOUS

22.1 Word Usage. Unless the context clearly requires otherwise: (i) the plural and singular numbers shall each be considered to include the other; (ii) the masculine, feminine, and neuter genders shall each be considered to include the others; (iii) "shall," "will," "must," "agrees," and "covenants" are each mandatory; (iv) "may" is permissive; (v) "or" is not exclusive; and (vi) "includes" and "including" are not limiting.

22.2 Attorneys' Fees. If any action is commenced which arises out of or related to this Lease, the prevailing party shall be entitled to recover from the other party such sums as the court may adjudge to be reasonable attorneys' fees, expert fees, and expenses in the action, in addition to costs and expenses otherwise allowed by Law.

22.3 Counting Days. Days shall be counted by excluding the first day and including the last day. If the last day is a Saturday, Sunday, or a legal holiday as described in Government Code Sections 6700-6701, it shall be excluded. Any act required by this Lease to be performed by a certain day shall be timely performed if completed before 5:00 p.m. local time on that date. If the day for performance of any obligation under this Lease is a Saturday, Sunday, or a legal holiday, the time for performance of that obligation shall be extended to 5:00 p.m. local time on the first following date that is not a Saturday, Sunday, or a legal holiday.

22.4 Waiver. No waiver of any default or breach hereunder shall be implied from any omission to take action on account thereof, notwithstanding any custom and practice or course of dealing. No waiver by either party of any provision under this Lease shall be effective unless in writing and signed by such party. No waiver shall affect any default other than the default specified in the waiver and then such waiver shall be operative only for the time and to the extent therein stated. Waivers of any covenant shall not be construed as a waiver of any subsequent breach of the same.

22.5 Force Majeure-Specific Exceptions. Unless otherwise specified, the time for performance of an obligation other than the payment of money under this Lease shall be extended for the period during which a party is prevented from performing by Force Majeure. For purposes of this Lease, the term "**Force Majeure**" shall mean and include the following: any delay caused by any action, inaction, order, ruling, moratorium, regulation, statute, condition or other decision of any governmental agency

having jurisdiction over any portion of the Property, over any construction anticipated to occur thereon or over any uses thereof, or by fire, flood, inclement weather, energy shortage, strikes, lockouts or other labor or industrial disturbance, civil disturbance, order of any government, court or regulatory body claiming jurisdiction or otherwise, governmental preemption or curtailment in connection with a national emergency or in connection with any rule, order, guideline or regulation of any department or governmental agency, or by reason of the conditions of supply and demand which have been or are affected by a war or other emergency, acts of terrorism, act of public enemy, war, riot, sabotage, blockade, embargo, failure or inability to secure an adequate supply of water, electricity, fuel, materials, supplies or labor through ordinary sources by reason of shortages or priority, discovery of Hazardous Materials (as defined in paragraph 13.1), earthquake, or other natural disaster, or any cause whatsoever beyond the reasonable control (excluding financial inability) of the party whose performance is required.

22.6 Time of Essence. Time is of the essence of this Lease.

22.7 Authorization. Each individual or entity executing this Lease on behalf of Tenant and Landlord represents and warrants that he or she or it is duly authorized to execute and deliver this Lease on behalf of Tenant and Landlord and that such execution is binding upon Tenant and Landlord.

22.8 Severability. If any provision of this Lease or the application of any such provision shall be held by a court of competent jurisdiction to be invalid, void or unenforceable to any extent, the remaining provisions of this Lease and the application thereof shall remain in full force and effect and shall not be affected, impaired or invalidated.

22.9 Notices. All notices to be given hereunder shall be in writing and mailed postage prepaid by certified or registered mail, return receipt requested, or delivered by personal or courier delivery, or sent by facsimile (immediately followed by one of the preceding methods), to Landlord's address and Tenant's address set forth in Sections 1 and 2 of the Basic Lease Information, or to such other place as Landlord or Tenant may designate in a written notice given to the other party. Notices shall be deemed served upon the earlier of receipt or three (3) days after the date of mailing.

22.10 Binding on Successors. This Lease and all of the covenants, agreements, conditions and undertakings contained herein, shall be binding upon and inure to the benefit of the respective heirs, legal representatives, successors and assigns of the parties hereto.

22.11 Surrender. Upon the expiration or other termination of this Lease or Tenant's right to possession of the Building and Parking Spaces, Tenant will surrender the Building and Parking Spaces, together with all keys, broom-swept clean and in good condition and repair, reasonable wear and tear excepted. Tenant shall be required to remove Tenant's Property only.

22.12 Headings. The headings of the Articles and Sections hereof are for convenience only and shall not affect or be deemed to affect the meaning of any provisions hereof.

22.13 Entire Agreement. This Lease, including all attachments, contains all of the terms, covenants, conditions and agreements between Landlord and Tenant relating in any manner to the rental, use and occupancy of the Property. No prior agreement or understanding pertaining to the same shall be valid or of any force or effect, and the terms, covenants, conditions and provisions of this Lease cannot be altered, changed, modified or added to, except in writing and signed by Landlord and Tenant. All references herein, directly or indirectly, to the Term of this Lease shall also be deemed to include any extensions or renewals thereof provided Tenant herein, unless expressly provided to the contrary.

22.14 Governing Law. The parties hereto expressly agree that this Lease shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California without reference to its choice of law rules. The Parties hereto agree that the exclusive jurisdiction and venue for any legal action arising out of or relating to this Lease shall be in the applicable Court of Sonoma County, California, or, in the alternative, in cases where Federal jurisdiction is available, in the United States District Court for the Northern District of California.

22.15 No Joint Venture. Nothing herein contained shall be deemed in any way or have any purpose whatsoever to constitute Landlord or Tenant a partner of the other in its business or otherwise, or a joint venturer or a member of a joint enterprise with the other.

22.16 Third Party Beneficiaries. Nothing herein is intended to create any third party benefit.

22.17 Brokerage Commission. Landlord and Tenant each represents that they have not been represented by any broker in connection with this Lease, and that no real estate broker's commission, finder's fee or other compensation is due or payable. Each party agrees to indemnify the other party against any claim asserted against or adjudged against the other party, for any brokerage commission or finder's fee or any like compensation occasioned by or as a result of any act or omission of each such Party, including all attorney's fees, costs, expenses and any other fees incurred by, charged against or adjudicated against, the other Party, whether or not suit is filed, which are related to this indemnity agreement or enforcement thereof. Landlord's and Tenant's indemnity obligations under this Section 22.17 shall survive any termination of this Agreement.

22.18 Construction of Lease. This Lease shall be strictly construed neither against Landlord nor Tenant, but shall be construed according to the fair meaning of its terms. No remedy or election given by any provision in this Lease shall be deemed exclusive unless so indicated, but each shall, wherever possible, be cumulative with all other remedies in law or equity as otherwise specifically provided. Whenever the

context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the words “he”, “his” or “him” if used with reference to Landlord shall be deemed to include the neuter or feminine gender of such pronoun. “Landlord” whenever used includes all grantors of the term, who shall be held bound jointly and severally hereby.

22.19 Signatures. This Lease may be executed in counterparts. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby agree and acknowledge and agree that facsimile signatures or signatures transmitted by electronic mail in so-called “pdf” format shall be legal and binding and shall have the same full force and effect as if an original of this Lease had been delivered.

22.20 Memorandum of Lease. A memorandum of lease substantially in the form attached hereto as Attachment 3 shall be executed by Landlord and Tenant and recorded in the Office of the Sonoma County Recorder.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Lease is executed on the date and year first above written.

LANDLORD:

CHANATE COMMUNITY DEVELOPMENT PARTNERS LLC,
a California limited liability company

By: _____

Print Name: _____

Title: _____

TENANT:

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

By: _____

Caroline Judy,
General Services Department Director

The General Services Director, or his Deputy, is authorized to execute this Lease, pursuant to the Board of Supervisors' Summary Action dated _____, 20_____.

APPROVED AS TO FORM FOR TENANT:

By: _____

Deputy County Counsel

APPROVED AS TO CONTENT FOR TENANT:

By: _____

Barbie Robinson,
Department of Health Services Director

By: _____

Real Estate Manager
General Services Department

CERTIFICATE OF INSURANCE ON FILE WITH DEPARTMENT:

Reviewed by: _____ Date: _____

ATTACHMENT 1

Legal Description of the Property

ATTACHMENT 2

Diagram of Building, Parking Spaces and Land

ATTACHMENT 3

Form of Memorandum of Lease

**RECORDING REQUESTED BY AND
AFTER RECORDATION MAIL TO:**

County of Sonoma
General Services Department
2300 County Center Drive, Suite A200
Santa Rosa, CA 95403
Attention: Director

This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383

MEMORANDUM OF LEASE AGREEMENT

THIS MEMORANDUM OF LEASE AGREEMENT ("**Memorandum of Lease**") is made and entered into this _____ day of _____, 20____, by and between the Chanate Community Development Partners LLC, a California Limited Liability Company ("**Landlord**"), and County of Sonoma, a political subdivision of the State of California ("**Tenant**").

WITNESSETH

1. This is a memorandum of that certain unrecorded Lease Agreement by and between Landlord and Tenant, dated as of _____, 201__, and incorporated by reference ("**Lease**") relating to the lease by Tenant of certain real property ("**Premises**") owned by Landlord, located in the City of Santa Rosa, County of Sonoma, California, and legally described on Lease Exhibit A.

2. The initial term of the Lease commenced on _____, 20____, and continues for five (5) years, unless earlier terminated according to the Lease. The Lease grants Tenant the option to extend the term for ten (10) years.

3. This Memorandum of Lease is made upon all the terms and conditions in the Lease, and all of said terms and conditions are incorporated by reference herein. In the event of any conflict or inconsistency between the Lease and this Memorandum of Lease, as between Landlord and Tenant, the Lease shall control.

4. The parties hereto agree that this Memorandum of Lease may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all of the parties hereto, notwithstanding all of the parties are not signatory to the original or the same counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this Memorandum of Lease, duplicate unexecuted and unacknowledged

pages of the counterparts may be discarded and the remaining pages assembled as one document.

IN WITNESS WHEREOF, upon the day and year first hereinabove written, the respective parties hereto have executed this Memorandum of Lease, personally or by officers or agents thereunto duly authorized.

LANDLORD:

Chanate Community Development
Partners LLC, a California limited liability
company

By: _____

[signature must be notarized]

Its: _____

--AND--

TENANT:

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

By: _____

[signature must be notarized]

Its: _____

EXHIBIT A

Depiction of the Premises

[to be inserted]

EXHIBIT I

SCHEDULE OF PERFORMANCE

NOTE: Capitalized terms used below shall have the meaning ascribed to such terms in the Disposition and Development Agreement (“**Agreement**”) to which this Exhibit I is attached. All of the dates and deadlines described below shall be subject to extension by the County Administrator pursuant to Section 3.2 of the Agreement or “Force Majeure Delays” or “Agreed Extension of Performance” in accordance with Section 6.2 of the Agreement. The provisions of the Schedule of Performance are intended as a convenient guideline for the Parties and are not intended to supersede or amend the referenced operative sections listed below. To the extent the operative sections of the Agreement require performance “within the times set forth in the Schedule of Performance”, then the dates and deadlines set forth in this Schedule of Performance shall control. In the event of any conflict between this Schedule of Performance and the Agreement, the Agreement shall control.

PERFORMANCE ITEM		DATE
1.	County and Developer shall open Escrow and Developer shall deposit into Escrow the Developer Deposit. [Sections 2.2 and 2.6]	Within 10 calendar days following the Effective Date.
2.	County shall deliver to Developer a Title Report and all documents underlying the Exceptions set forth in the Title Report for the Disposition Property. [Section 2.9.1]	Within 30 days following the Effective Date.
3.	Developer shall submit to County Conceptual Project Plans for all of the Improvements to be constructed on the Property. [Section 3.3]	Within 180 days following the Effective Date.
4.	Developer shall submit to City the Conceptual Project Plans that have been prepared in collaboration with the County. [Section 3.4]	Within 30 days following the date the Conceptual Project Plans are finalized by Developer following input by County and in any event within 210 days following the Effective Date.

PERFORMANCE ITEM		DATE
5.	Developer shall submit to County a pro-forma budget identifying Sources and Uses of funds. [Section 3.10]	Within 90 days following the Effective Date. The initial Sources and Uses submittal shall be updated from time to time (but not more frequently than quarterly).
6.	Developer shall complete its investigation of the Disposition Property and provide written Notice to County approving or disapproving the Site Condition. [Section 2.13]	Within 120 days following the Effective Date.
7.	Developer shall obtain a Survey and give written Notice to County and Escrow Agent of Developer's approval or disapproval of any aspect of the Title Report or Survey. [Section 2.9.2]	Within 120 days following delivery of the Title Report and copies of Exceptions to Developer.
8.	Close of Escrow for conveyance of Disposition Property by County to Developer. [Section 2.7]	Within 30 days after the satisfaction or waiver by the appropriate party, of the County Conditions Precedent and Developer Conditions Precedent, but in any event no later than the Outside Date.
9.	Developer shall have provided to County the insurance policies required by Section 3.11. [Section 3.11]	Prior to Commencement of Construction and until the Final Completion of the Improvements.
10.	Developer shall substantially complete all public amenities and benefits as reflected in the Project entitlements, including all trails on the Disposition Property and Retained Property, amphitheater (if applicable), public parks/plazas, and neighborhood serving retail.	On or before the date on which City has issued certificates of occupancy for 50% of the total number of residential units.

PERFORMANCE ITEM		DATE
11.	Developer shall obtain County approval of the Plans and Specifications for the Trail Improvement Work on the County Retained Property [Section 4 of Public Improvement Construction and Maintenance Agreement].	Prior to Closing.
12.	Intentionally omitted.	Intentionally omitted.
13.	Developer shall complete all grading and site preparation work to the building pad(s) for the Affordable Veterans Units and installation of all required utilities stubbed to said building pad(s) [Section 7 of Affordable Housing Covenant].	On or before the date on which the City of Santa Rosa has issued certificates of occupancy for 30% of the total number of Residential Units.
14.	County shall issue a Certificate of Completion. [Section 3.14]	Within 10 business days following Final Completion of the Improvements and Developer's request therefor.

EXHIBIT J

LIST OF DUE DILIGENCE DOCUMENTS PROVIDED TO DEVELOPER

Document Name	Document Description
Chanate Campus Appraisal	Prepared by Howard Levy Appraisal Group dated 9-10-14. Assessment of property values at Chanate.
Chanate Campus Appraisal	Prepared by Howard Levy Appraisal Group dated 7-29-16. Assessment of property values at Chanate.
Chanate Campus Appraisal Addendum	Prepared by Howard Levy Appraisal Group dated 10-27-16.
<u>Chanate</u> Campus Sewer and Water Capacity Credits	Matrix showing individual parcels on the campus and their corresponding sewer and water capacity credits. Information supplied by the City of Santa Rosa.
Geologic Fault Hazard Summary	Summary report of geologic hazards indicated by previous site evaluations prepared by ZFA Structural Engineers dated 11-19-15.
Chanate Hospital Decommissioning Report	Report to evaluate the feasibility of immediately mothballing the properties and the alternatives to sell, lease or demolish some or all of the buildings on the campus prepared by Kitchell dated 1-28-15.
HVAC Analysis for 3325 Chanate Drive	Technical analysis of existing heating, ventilating, air conditioning, electrical and structural systems for building located at 3325 Chanate Road. Report prepared by GHD dated 2-2-15.
Environmentally Regulated Materials Survey Report	Report to identify accessible environmentally regulated materials in a building, including asbestos, lead coatings, PCB's, radioactive waste and ozone depleting materials prepared by Citadel Environmental Services, Inc. dated 3-10-15.

Document Name	Document Description
Phase 1 Environmental Site Assessment Report	Document reviews and evaluates the presence or likely presence of any hazardous substances that have been discharged into the property's structure, ground, groundwater or surface water prepared by Citadel Environmental Services, Inc. dated 9-30-14.
Seismic Survey Phase 1	Document is a structural survey of the properties reviewed for life safety performance levels using the Standard for Seismic Evaluation and Retrofit of Existing Buildings Tier 1 prepared by ZFA Structural Engineers dated 11-17-14.
Seismic Survey Phase 2	Document is a structural survey of the properties reviewed for life safety performance levels using the Standard for Seismic Evaluation and Retrofit of Existing Buildings Tier 1 and Tier 2 prepared by ZFA Structural Engineers dated 2-13-15.
Cultural Resources Survey for the County Government Center Development – Phase 1A Project Chanate Road, Santa Rosa, Sonoma County	A cultural resources survey of the Chanate properties conducted by Tom Origer & Associates dated 3-23-15.
Paulin Creek Preserve Draft Management Plan	Draft management plan prepared by Sonoma County Agriculture and Open Space District dated January 7, 2004. Plan was not adopted by the City of Santa Rosa or the County of Sonoma.

EXHIBIT K

FORM OF CERTIFICATE OF COMPLETION

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

County of Sonoma
General Services Department
2300 County Center Drive, Suite A200
Santa Rosa, CA 95403
Attention: _____

EXEMPT FROM RECORDING FEES PER
GOVERNMENT CODE §§6103, 27383

Space above this line for Recorder's use.

CERTIFICATE OF COMPLETION

This Certificate of Completion ("**Certificate**") is made by the COUNTY OF SONOMA, a political subdivision of the State of California ("**County**") effective as of _____, 20__, in favor of CHANATE COMMUNITY DEVELOPMENT PARTNERS, LLC, a California limited liability company ("**Developer**").

A. County and Developer entered into that certain Disposition and Development Agreement ("**DDA**") dated as of _____, 2017, concerning the development of approximately 81.50-acre real property located along Chanate Road in Santa Rosa, California, described in Exhibit A attached hereto and incorporated herein ("**Property**"). A Memorandum of the DDA was recorded in the Official Records of Sonoma County on _____, 201__, as Instrument No. _____. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the DDA.

B. Pursuant to Section 3.14 of the DDA, the County is required to furnish the Developer or its successors with a Certificate of Completion upon Final Completion of the Improvements on the Property.

C. The County has determined that the Improvements have been satisfactorily completed in accordance with the DDA.

NOW, THEREFORE, County hereby certifies as follows:

1. Developer has achieved Final Completion of the Improvements on the Property in conformance with the DDA.

2. From and after the date hereof, Developer shall have no further obligations under the DDA other than those obligations which by their terms survive termination of the DDA.

3. Nothing herein shall be deemed to modify, or relieve Developer of any obligations under, the Affordable Housing Covenant dated _____, recorded in the Official Records as Instrument No. _____; the Public Improvement and Maintenance Agreement dated _____, recorded in the Official Records as Instrument No. _____; or the Lease Agreement[s] for the County Morgue [and/or] County Health Building[s] dated _____, memoranda of which are recorded in the Official Records as Instrument No. _____.

4. This Certificate does not constitute evidence of compliance with or satisfaction of any obligation of Developer to any holder of a deed of trust securing money loaned to finance the Project or any part thereof and does not constitute a notice of completion under California Civil Code Section 3093.

IN WITNESS WHEREOF, County has executed and issued this Certificate of Completion as of the date first written above.

COUNTY OF SONOMA

By: **FORM – DO NOT SIGN**

Name: _____

Title: _____

ATTEST:

By: **FORM – DO NOT SIGN**
County Clerk

APPROVED AS TO FORM:

By: **FORM – DO NOT SIGN**
County Counsel

SIGNATURES MUST BE NOTARIZED

Attachment 1

PROPERTY DESCRIPTION

[to be inserted at closing]

EXHIBIT L

FORM OF MEMORANDUM OF DDA

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

County of Sonoma
General Services Department
2300 County Center Drive, Suite A200
Santa Rosa, CA 95403
Attention: _____

*EXEMPT FROM RECORDING FEES PER
GOVERNMENT CODE §§6103, 27383*

Space above this line for Recorder's use

**MEMORANDUM OF
DISPOSITION AND DEVELOPMENT AGREEMENT**

This MEMORANDUM OF DISPOSITION AND DEVELOPMENT AGREEMENT (“**Memorandum**”) is made and entered into as of this ____ day of _____, 201_, by and between the COUNTY OF SONOMA, a political subdivision of the State of California (“**County**”), and CHANATE COMMUNITY DEVELOPMENT PARTNERS, LLC, a California limited liability company (“**Developer**”). County and Developer are collectively referred to herein as the “**Parties**.”

1. Property. Developer is the fee owner of certain real property located in the City of Santa Rosa, County of Sonoma, State of California, as depicted on the Site Map attached hereto as Attachment 1 and incorporated herein by reference and more fully described in Attachment 2 attached hereto and incorporated herein by reference (the “**Property**”).

2. Disposition and Development Agreement. Developer has acquired title to the Property from the County pursuant to a Disposition and Development Agreement between County and Developer dated _____, 2017, (“**DDA**”). The DDA provides, among other things, for the County’s disposition of the Property to Developer and the Developer’s development on the Property of a mixed-use community providing housing, including affordable housing, to serve the diverse needs of the community, a village center with neighborhood retail, services, arts and cultural opportunities, and extensive open space areas and other improvements of existing facilities as further described in the DDA (“**Project**”). Capitalized terms used without definition herein shall have the meaning ascribed to such terms in the DDA.

3. DDA Controls. The Parties have executed and recorded this instrument to give notice of the DDA and the respective rights of the Parties thereunder. Copies of the unrecorded DDA are available at the offices of the County, located at 2300 County

NOTARY ACKNOWLEDGEMENTS

[to be inserted at closing]

ATTACHMENT 1 TO MEMORANDUM OF AGREEMENT

SITE MAP OF PROPERTY

[to be inserted at closing]

ATTACHMENT 2 TO MEMORANDUM OF AGREEMENT

PROPERTY LEGAL DESCRIPTION

[to be inserted at closing]

EXHIBIT M

DIAGRAM DEPICTING PARCEL J

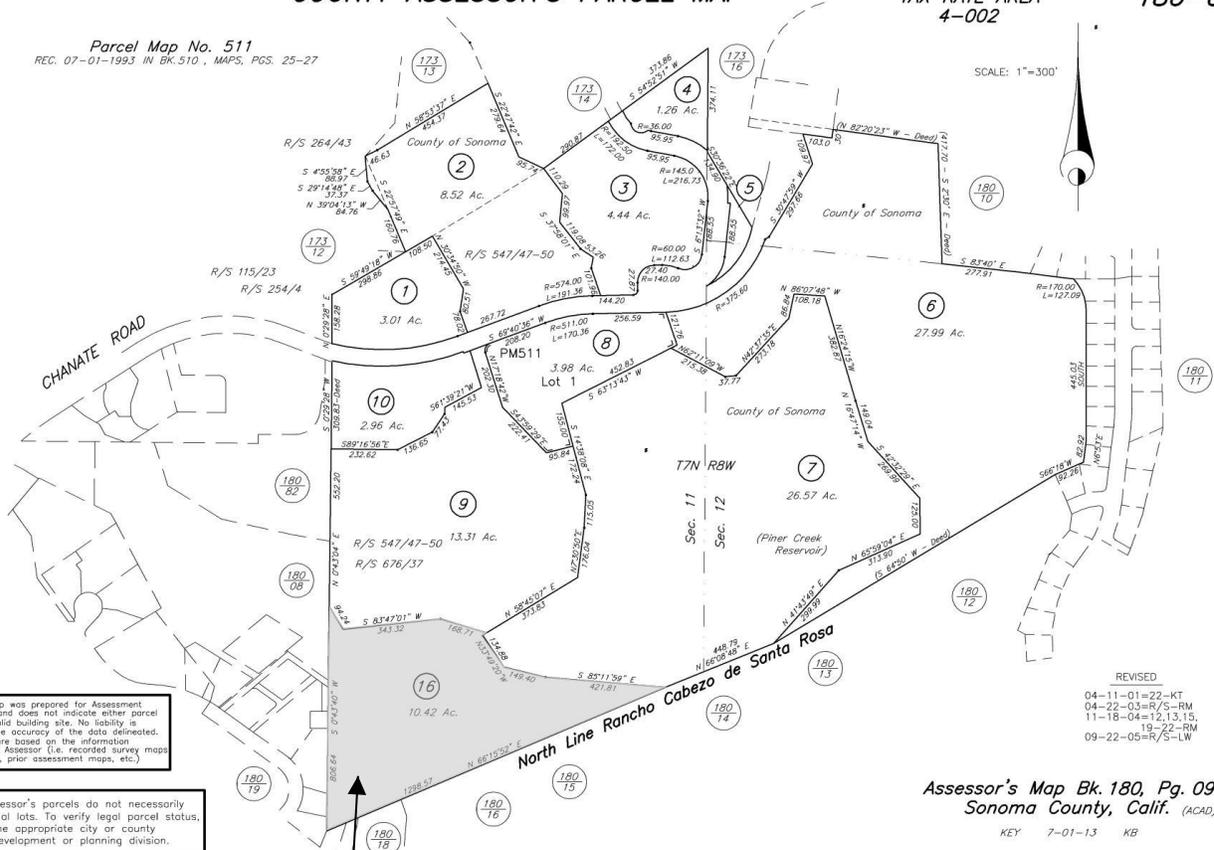
COUNTY ASSESSOR'S PARCEL MAP

TAX RATE AREA
4-002

180-09

Parcel Map No. 511
REC. 07-01-1993 IN BK. 510., MAPS, PGS. 25-27

SCALE: 1"=300'



NOTE: This map was prepared for Assessment purposes only and does not indicate either parcel legality or a valid building site. No liability is assumed for the accuracy of the data delineated. The acreages are based on the information supplied to the Assessor (i.e. recorded survey maps, recorded deeds, prior assessment maps, etc.)

NOTE: Assessor's parcels do not necessarily constitute legal lots. To verify legal parcel status, check with the appropriate city or county community development or planning division.

REVISED
04-11-01=22-KT
04-22-03=R/S-RM
11-18-04=2,13,15,
19-22-RM
09-22-05=R/S-LW

Assessor's Map Bk. 180, Pg. 09
Sonoma County, Calif. (ACAD)
KEY 7-01-13 KB

Parcel J: APN: 180-090-016

Attachment 3: Chanate Facilities Utilities Costs

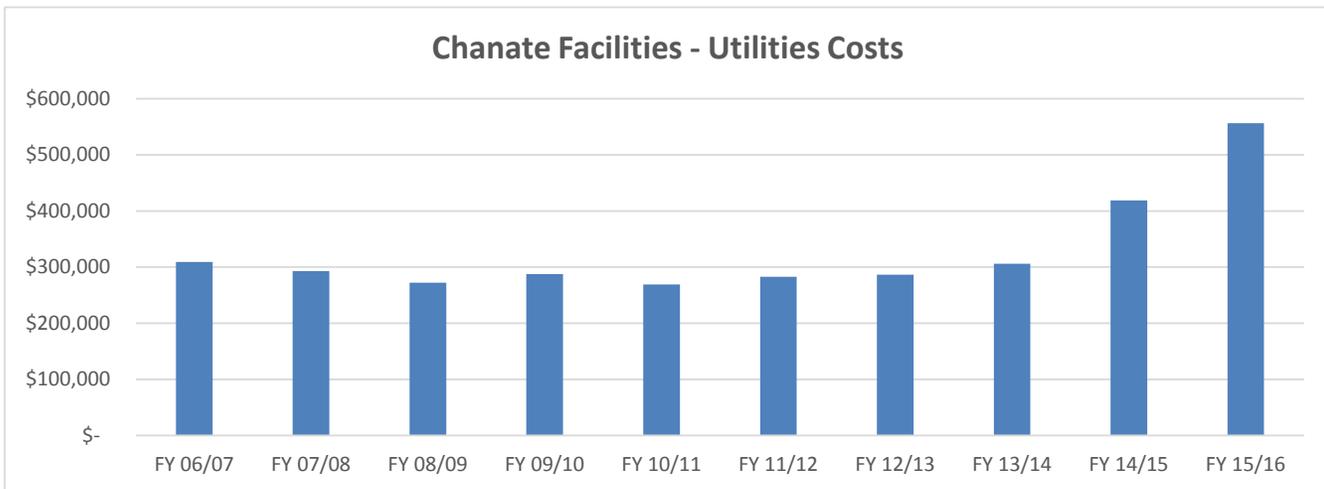
Chanate Facilities - Utilities Costs

10 Year Average = \$328,149

FY 06/07	\$	308,969
FY 07/08	\$	292,965
FY 08/09	\$	272,454
FY 09/10	\$	287,506
FY 10/11	\$	269,233
FY 11/12	\$	282,573
FY 12/13	\$	286,552
FY 13/14	\$	305,898
FY 14/15	\$	418,898
FY 15/16	\$	556,442

Average \$ 328,149

1/1/15 - added Sutter buildings

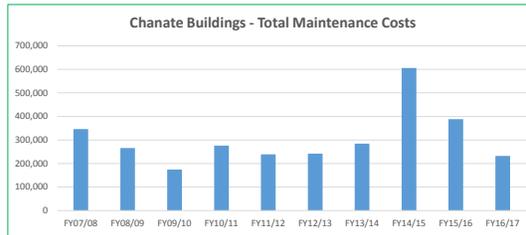


Attachment 4 Chanate Facilities Maintenance Costs FY07/08 - 6/1/2017

10 year average = \$305,367

Note: Does not include janitorial or projects. (Info from Somax)

	Labor	Materials	Total
02010 PUBLIC HEALTH MAIN/ADMIN *			
FY07/08	121,296.75	30,411.78	151,808.53
FY08/09	107,451.37	15,982.28	123,433.65
FY09/10	64,141.44	11,175.65	75,317.09
FY10/11	75,556.74	21,453.12	97,009.86
FY11/12	78,601.69	17,885.88	96,487.57
FY12/13	73,102.11	11,509.68	84,611.79
FY13/14	82,701.22	36,012.50	118,713.72
FY14/15	134,440.72	43,444.36	177,885.08
FY15/16	98,617.16	27,403.58	126,020.74
FY16/17	40,670.07	12,237.09	52,907.16
02020 CHANATE HALL - MENTAL HEALTH			
FY07/08	41,525.46	10,458.53	51,983.99
FY08/09	23,944.33	4,271.07	28,215.40
FY09/10	16,574.68	6,734.60	23,309.28
FY10/11	15,077.70	3,427.08	18,504.78
FY11/12	21,596.77	5,722.56	27,319.33
FY12/13	14,305.86	2,777.95	17,083.81
FY13/14	26,183.16	2,143.04	28,326.20
FY14/15	27,548.59	5,081.96	32,630.55
FY15/16	48,728.60	12,186.20	60,914.80
FY16/17	24,381.73	3,481.42	27,863.15
02040 HOSPITAL (SUTTER)			
FY10/11	38.03	0.00	38.03
FY13/14	2,502.14	47.85	2,549.99
FY14/15	121,499.84	50,227.21	171,727.05
FY15/16	28,363.45	3,608.23	31,971.68
FY16/17	28,402.40	21,941.54	50,343.94
02080 HOSPITAL BOILER BUILDING			
FY14/15	25,309.41	3,573.39	28,882.80
FY15/16	359.67	0.00	359.67
02130 WELLNESS CENTER			
FY07/08	18,608.99	8,317.10	26,926.09
FY08/09	26,434.32	2,615.15	29,049.47
FY09/10	11,509.27	2,024.98	13,534.25
FY10/11	20,162.82	2,317.45	22,480.27
FY11/12	14,432.19	1,190.93	15,623.12
FY12/13	20,515.58	3,344.74	23,860.32
FY13/14	11,299.65	1,046.95	12,346.60
FY14/15	38,037.49	19,097.29	57,134.78
FY15/16	23,741.43	4,864.69	28,606.12
FY16/17	21,135.68	3,205.98	24,341.66
02170 PUBLIC HEALTH CLINIC			
FY07/08	22,770.29	7,389.71	30,160.00
FY08/09	9,059.39	1,589.67	10,649.06
FY09/10	7,052.64	495.19	7,547.83
FY10/11	4,450.26	253.04	4,703.30
FY11/12	2,255.60	135.00	2,390.60
FY12/13	1,902.82	116.24	2,019.06
FY13/14	2,255.65	938.94	3,194.59
FY14/15	4,513.87	633.39	5,147.26
FY15/16	2,662.75	895.27	3,558.02
FY16/17	1,778.53	126.91	1,905.44
02171 PUBLIC HEALTH CLINIC ANNEX			
FY07/08	342.23	408.44	750.67
FY08/09	950.63	0.00	950.63
FY09/10	380.25	18.00	398.25
FY10/11	266.18	5.00	271.18
FY11/12	228.15	0.00	228.15
FY14/15	378.60	0.00	378.60
FY16/17	562.66	35.00	597.66
02210 HOSPITAL FAMILY PRACTICE A/B/C			
FY07/08	0.00	252.69	252.69
FY08/09	2,197.27	0.00	2,197.27
FY09/10	190.13	389.73	579.86
FY10/11	66.57	0.00	66.57
FY11/12	1,785.55	699.89	2,485.44
FY12/13	489.67	0.00	489.67
FY13/14	1,965.37	403.50	2,368.87
FY14/15	5,072.77	1,097.20	6,169.97
FY15/16	1,959.47	32.35	1,991.82
FY16/17	5,484.19	1,489.20	6,973.39
02215 HOSPITAL FAMILY PRACTICE D/E			
FY11/12	20,925.89	7,210.95	28,136.84
FY12/13	11,673.80	3,130.15	14,803.95
FY13/14	10,886.72	5,239.66	16,126.38
FY14/15	10,364.23	5,728.15	16,092.38
FY15/16	22,560.61	12,161.07	34,721.68
FY16/17	10,563.78	8,205.45	18,769.23
02240 NORTON CENTER - MENTAL HEALTH (OAKCREST)			
FY07/08	49,277.42	25,382.79	74,660.21
FY08/09	43,078.33	21,042.39	64,120.72
FY09/10	35,724.04	12,419.82	48,143.86
FY10/11	96,670.04	29,328.08	125,998.12
FY11/12	50,500.88	9,995.65	60,496.53
FY12/13	76,531.37	12,136.43	88,667.80
FY13/14	72,618.28	20,769.12	93,387.40
FY14/15	79,564.91	18,206.09	97,771.00
FY15/16	76,164.27	14,546.38	90,710.65
FY16/17	38,685.20	3,690.60	42,375.80
02243 NORTON CENTER ANNEX			
FY07/08	8,387.55	1,265.71	9,653.26
FY08/09	6,671.66	414.40	7,086.06
FY09/10	5,068.95	439.12	5,508.07
FY10/11	5,851.38	843.95	6,695.33
FY11/12	5,502.85	251.57	5,754.42
FY12/13	9,739.09	384.62	10,123.71
FY13/14	7,306.55	201.74	7,508.29
FY14/15	11,159.24	1,142.09	12,301.33
FY15/16	8,078.95	1,350.31	9,429.26
FY16/17	5,640.64	439.49	6,080.13
Total Chanate buildings			
FY07/08	262,309	83,887	346,195
FY08/09	219,787	45,915	265,702
FY09/10	140,641	33,697	174,338
FY10/11	218,140	57,628	275,767
FY11/12	195,830	43,092	238,922
FY12/13	208,260	33,400	241,660
FY13/14	217,719	66,803	284,522
FY14/15	457,890	148,231	606,121
FY15/16	311,236	77,048	388,284
FY16/17	177,305	54,853	232,158
Grand Total	2,409,117	644,554	3,053,670
Average	\$ 305,367		



ORDINANCE NO. ()

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA, STATE OF CALIFORNIA (COUNTY), THE BOARD OF DIRECTORS OF THE SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT (DISTRICT) AND THE BOARD OF DIRECTORS OF THE SONOMA COUNTY WATER AGENCY (WATER AGENCY): (i) APPROVING A DISPOSITION AND DEVELOPMENT AGREEMENT BETWEEN THE COUNTY OF SONOMA AND CHANATE COMMUNITY DEVELOPMENT PARTNERS, LLC AUTHORIZING THE SALE OF 82-ACRES OF COUNTY-OWNED LAND COMMONLY KNOWN AS THE CHANATE CAMPUS AND PROVIDING PARAMETERS FOR THE DEVELOPMENT OF SAID PROPERTY; (II) APPROVING THE FORM OF A PUBLIC IMPROVEMENT CONSTRUCTION AND MAINTENANCE AGREEMENT BETWEEN THE COUNTY, THE DISTRICT, THE WATER AGENCY, AND CHANATE COMMUNITY DEVELOPMENT PARTNERS, LLC; (iii) AUTHORIZING THE CHAIR OF THE BOARD OF SUPERVISORS TO EXECUTE THE DISPOSITION AND DEVELOPMENT AGREEMENT ON BEHALF OF THE COUNTY; AND (IV) AUTHORIZING COUNTY, DISTRICT, AND WATER AGENCY STAFF TO TAKE ALL NECESSARY ACTIONS TO IMPLEMENT THE DISPOSITION AND DEVELOPMENT AGREEMENT

The Board of Supervisors of the County of Sonoma, State of California, the Board of Directors of the Sonoma County Agricultural Preservation and Open Space District, and the Board of Directors of the Sonoma County Water Agency ordain as follows:

Section I. Findings. The County Board of Supervisors, the District Board of Directors, and the Water Agency Board of Directors find and declare the following:

- A. The County of Sonoma (County) is the fee owner of approximately 117-acres of real property located along Chanate Road in Santa Rosa, California, designated as Sonoma County Assessor Parcel Numbers 180-820-009, 180-820-010, 180-090-007, 173- 130-038, 180-090-002, 180-090-001, 180-090-010, 180-090-008, 180-090-009, 180-090-016, 180-090-003, 180-090-004, 180-090-005, 180-090-006, 180-100-001, 180-100-029, and commonly known as the Chanate Campus (“**Property**”).
- B. The Property includes approximately 26.50 acres (APN 180-090-007) controlled by the Sonoma County Water Agency (Water Agency) and approximately 9.00 acres (APN 180-820-010 & 180-820-009) controlled by the Sonoma County Agricultural Preservation and Open Space District (District), which property shall be retained by the Water Agency and the District, respectively. The County previously determined that the balance of the Property—comprised of approximately 82 acres (the “Disposition Property”)—will be surplus to the County’s needs and is available for sale and development.
- C. On October 28, 2015, the County provided written offers to sell or lease the Disposition Property as surplus land to entities designated pursuant to Government

Code section 54222. The County received no responses to the written offers to sell or lease the Property by the December 28, 2015 deadline. Accordingly, the County is authorized to undertake the sale of the Property pursuant to the applicable law of the State of California, including Article 7.5 of Chapter 5 of Part 2 of Division 2 of Title 3 of the Government Code, consisting of sections 25515 through 25515.5.

- D. The County desires to sell the Disposition Property to facilitate the development of additional housing stock (including affordable housing). On August 11, 2015, the County Board of Supervisors directed County staff to solicit a master developer to work with the County to plan for the development of the Disposition Property and implement County's vision
- E. On February 2, 2016, the Board authorized the issuance of a Request for Proposals ("RFP") soliciting a master developer to work with the County to repurpose the Disposition Property.
- F. The County received two responses to the RFP that were evaluated by a selection committee. County staff presented the recommended proposal to the Board of Supervisors on September 8, 2016, at which time the Board of Supervisors accepted the staff recommendation and directed staff to enter into an exclusive negotiating agreement with the selected developer to facilitate negotiation of a potential disposition and development of the Disposition Property.
- G. On February 7, 2017, the County entered an Agreement to Negotiate Exclusively with Chanate Community Developer Partners, LLC (Developer), and County staff began negotiating the potential sale of the Disposition Property to Developer for development of a new mixed-use community providing housing, including affordable housing, to serve the diverse needs of the community, a village center with neighborhood retail, services, arts and cultural opportunities, and extensive open space areas, including improvements to the portion of the Property being retained by the District and the Water Agency.
- H. County staff have concluded negotiations with Developer and recommend that the Board of Supervisors approve the Disposition and Development Agreement providing for the terms and conditions of the sale of the Disposition Property to Developer.
- I. Government Code section 25515.2(a) requires the County to adopt an ordinance to authorize the Disposition and Development Agreement providing for the sale of the Disposition Property to Developer.
- J. In accordance with Government Code section 25515.2(b), the County provided notice of the time and place for the public hearing to consider the adoption of this ordinance authorizing the Disposition and Development Agreement to sell the Disposition Property to the Developer. Said notice was published in the Press Democrat on June 6, 2017, and June 13, 2017, and mailed to all persons requesting special notice and to all present tenants of the Disposition Property and to all owners of land adjoining the Disposition Property, as required by law.

K. The County Board of Supervisors held a public hearing to consider the proposed Disposition and Development Agreement, at which time all interested persons were provided an opportunity to be heard.

Section II. Compliance with California Environmental Quality Act (CEQA). Approval of the proposed Disposition and Development Agreement is exempt from the requirements of CEQA pursuant to State CEQA Guidelines section 15061(b)(3) because CEQA applies only to projects that have the potential to cause a significant effect on the environment and it can be seen with certainty that there is no possibility that approval of the Disposition and Development Agreement may have a significant effect on the environment. As set forth in the Agreement, the conveyance of the Disposition Property and resulting development is subject to the review and approval of the City of Santa Rosa and all such approvals will be subject to the prior evaluation of the environmental impacts of such development in accordance with CEQA.

Section III. Approval of Disposition and Development Agreement. The County Board of Supervisors finds that the sale of the Disposition Property, subject to the terms and conditions set forth in the Disposition and Development Agreement, is in the vital and best interests of the County, and the health, safety, and welfare of the County's residents, and is in accord with the provisions of applicable federal, state and local law. Further, as provided by Government Code sections 25515.1(b) and 25515.2(d), the County Board of Supervisors has determined that the sale and development of the Disposition Property as provided by the Disposition and Development Agreement (i) will result in economic benefits to the County and offers the greatest economic return to the County, (ii) meets the residential, commercial, industrial, and cultural development needs of the County, and (iii) will not interfere with the use and development of the Property retained by the District and the Water Agency.

Section IV. Authority to Execute Disposition and Development Agreement. The County Board of Supervisors hereby authorizes and directs the Chair, upon the effective date of this ordinance, to execute, on behalf of the County, that certain agreement entitled "Disposition and Development Agreement by and between the County of Sonoma, a political subdivision of the State of California, and Chanate Community Development Partners, LLC, a California limited liability company."

Section V. Approval of Form of Public Improvement Construction and Maintenance Agreement. The County Board of Supervisors, the District Board of Directors, and the Water Agency Board of Directors hereby approve the form of the Public Improvement Construction and Maintenance Agreement attached to the Disposition and Development Agreement as Exhibit G on behalf of their respective agencies.

Section VI. Delegation of Authority to Staff. The County Board of Supervisors, the District Board of Directors, and the Water Agency Board of Directors, respectively, hereby individually and collectively authorize the County's Director of General Services, or her/his designated deputies and assistants, the District's General Manager, or her/his designated deputies and assistants, and the Water Agency's General Manager, her/his

designated deputies and assistants, to execute, on behalf of their respective organizations, any and all documents and agreements, and to do and perform any and all acts consistent with this ordinance that are appropriate, necessary, or convenient to carry out its purposes

Section VII. Severability. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this Ordinance. The County Board of Supervisors, the District Board of Directors, and the Water Agency Board of Directors hereby declare that they 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 VIII. Effective Date. This Ordinance shall be and the same is hereby declared to be in full force and effect from and after thirty (30) days after the date of its passage and shall be published once before the expiration of fifteen (15) days after said passage, with the names of the Supervisors voting for or against the same, in *The Press Democrat*, a newspaper of general circulation published in the County of Sonoma, State of California.

In regular session of the Board of Supervisors of the County of Sonoma, the Board of Directors of the Sonoma County Agricultural Preservation and Open Space District, and the Board of Directors of the Sonoma County Water Agency introduced on the 20th day of June, 2017, and finally passed and adopted this ____ day of July, 2017, on regular roll call of the members of said Board by the following vote:

SUPERVISORS:

Gorin: ____ Rabbitt: ____ Gore: ____ Hopkins: ____ Zane: ____

Ayes: ____ Noes: ____ Absent: ____ Abstain: ____

WHEREUPON, the Chair declared the above and foregoing Ordinance duly adopted and

SO ORDERED.

Chair, Board of Supervisors
County of Sonoma

ATTEST:

Sheryl Bratton,
Clerk of the Board of Supervisors

DIRECTORS:

Gorin: ___ Rabbitt: ___ Gore: ___ Hopkins: ___ Zane: ___

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

WHEREUPON, the President declared the above and foregoing Ordinance duly adopted and

SO ORDERED.

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

ATTEST:

Sheryl Bratton,
Clerk of the Board of Directors

Directors:

Gorin: ___ Rabbitt: ___ Gore: ___ Hopkins: ___ Zane: ___

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

WHEREUPON, the President declared the above and foregoing Ordinance duly adopted and

SO ORDERED.

President, Board of Directors
Sonoma County Water Agency

ATTEST:

Sheryl Bratton,
Clerk of the Board of Directors

Attachment 6

Total Value of Proposed Chanate Property Sale		
Sale Agreement Cost Components	400 Units	800 Units
Cash Sale Price	\$ 6,000,000	\$ 11,520,000
Very Low Income Housing	\$ 24,000,000	\$ 48,000,000
Demolition	\$ 9,800,000	\$ 9,800,000
Environmental Review	\$ 1,000,000	\$ 1,000,000
City of Santa Rosa Entitlement Process	\$ 606,000	\$ 606,000
Avoided Annual Capital, Security and Maintenance Costs	\$ 975,862	\$ 975,862
Total Value of Proposed Sale:	\$ 42,381,862	\$ 71,901,862

Note: The value does not account for avoided costs of approximately \$1.8 million for the five year \$1/year lease for remaining county facilities; increased property tax revenue of approximately \$1 million; value of preserved open space; value of recreation facilities; value of retail/commercial opportunities.



SONOMA COUNTY
GENERAL SERVICES DEPARTMENT

CAROLINE JUDY,
DIRECTOR

ENERGY & SUSTAINABILITY • FACILITIES DEVELOPMENT & MANAGEMENT • FLEET OPERATIONS • PURCHASING

June 14, 2017

MEMO

After the Notice of Public Hearing regarding the Chanate Disposition and Development Agreement was issued on June 6, 2017, General Services Department has received the following communication from constituents regarding this matter.

As of the date of this Memo, we received twelve emails and one letter.

This correspondence can be categorized as follows:

Addresses Issue with the sale/ Chanate Disposition and Development Agreement: 4

Address issues related to physical development: 9

Attached is this correspondence organized in these categories.

From: [Toni Holland](#)
To: "great6@sonic.net"
Subject: RE: Chanate Complex
Date: Tuesday, June 06, 2017 1:31:29 PM

Sonia,

These documents are now posted on the General Services and the County Administration websites for your viewing.

Toni Anthony Holland, Architect
Senior Capital Project Manager
Facilities Development and Management
County of Sonoma
P (707) 565-3425

-----Original Message-----

From: Sonia Taylor [<mailto:great6@sonic.net>]
Sent: Tuesday, June 06, 2017 9:31 AM
To: Toni Holland <Toni.Holland@sonoma-county.org>
Subject: Re: Chanate Complex

Good news! Yes, please let me know when they are posted...

Thanks.

Sonia

On 6/6/2017 9:28 AM, Toni Holland wrote:

> Sonia,
> These documents will be posted on the Board of Supervisors and General Services websites shortly.
> Staff is working on the ADA remediation right now.
> I can let you know when this gets posted if you like.
> Toni Holland
>
> Sent from my iPhone
>
>> On Jun 6, 2017, at 9:25 AM, Sonia Taylor <great6@sonic.net> wrote:
>>
>> Toni, I see that you've released the draft DDA at
>> <http://sonomacounty.ca.gov/General-Services/Facilities-Development-and-Management/Chanate-Complex/News/Notice-of-Public-Hearing-for-Chanate-Development-Disposition/>
>>
>> I appreciate you all releasing it in advance of the 6/20 hearing.
>>
>> However, I was under the impression that you would be also be
>> releasing the staff report and other supporting documents early. Will
>> you be releasing those early, or will I have to wait until June 16th
>> for that additional information?
>>
>> Again, I do appreciate the early release of the DDA.
>>
>> Sonia
>>
>> Sonia Taylor

>> 707-579-8875

>> great6@sonic.net

>>

>>

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From: [Toni Holland](#)
To: ["jasbaresq@aol.com"](mailto:jasbaresq@aol.com)
Cc: [chanateinfo](#)
Subject: Chanate Disposition and Development Agreement
Date: Wednesday, June 07, 2017 1:41:18 PM

Mr. Barnes,

My name is Toni Holland and I am the planning manager at the County working on the Chanate project.

We received the following message from you on the chanateinfo email:

Message: I am requesting a copy of the contract between the County of Sonoma and the developer chosen by the county to purchase the Chanate Complex property. I am informed and believe that the contract negotiations regarding the sale of the Chanate Complex property have been completed. Time is of the essence as to my request in the there is a meeting of the Sonoma County Board of Supervisors regarding the approval of the contract scheduled for June 20, 2017. My house is on Cobblestone Drive, directly adjacent to the Chanate Complex property in question.

Information regarding the Chanate Disposition and Development Agreement can be found on our website here:

<http://sonomacounty.ca.gov/General-Services/Facilities-Development-and-Management/Chanate-Complex/News/Notice-of-Public-Hearing-for-Chanate-Development-Disposition/>

Please feel free to contact me directly with any further questions you may have regarding the Chanate properties.

Thank you,
Toni Anthony Holland, Architect
Senior Capital Project Manager
Facilities Development and Management
County of Sonoma
P (707) 565-3425

From: [B.G](#)
To: [Toni Holland](#)
Subject: Re: Chanate Value of Affordable Housing
Date: Friday, June 09, 2017 3:21:10 PM

Toni,

Thank you so much for your thoughtful response to my inquiry. It seems that the public benefit (social capital) is being added to the cash value of the property to calculate the overall benefit of the deal to the county. I understand the idea of public benefit/social capital, but I am thinking that many people are wondering why the county isn't receiving a larger cash price for such valuable property since the cash value of the developed property goes to the developer and not to the county.

Thanks again for your email on this topic.

Respectfully,

Brent Gudzus

On Fri, Jun 9, 2017 at 12:32 PM, Toni Holland <Toni.Holland@sonoma-county.org> wrote:

Mr. Gudzus,

My name is Toni Holland and I am the planning manager at the County working on the Chanate project.

You have asked the question below regarding the Chanate project:

I'm having difficulty understanding why the value of the developed affordable housing has been included as part of the cash value of the deal; would you please explain this logic?

As a public entity, the County needs to demonstrate the public benefit to this project.

The property sale has significant public benefits as described in the sale agreement. Primary among these is the proposed development of multi-family housing, with 20% set-aside for Very Low Income affordable units. This market segment is significantly underserved in Sonoma County as a whole, and has considerable benefit to seniors and low income members of the community whom studies have shown are locked out of quality housing.

The value of the affordable housing was calculating by capturing the difference in rental costs over time between the Market Rate rental costs and the Very Low Income rental costs.

I hope that this information assists in your understanding of why we have included the value of affordable housing in the cash value of the deal.

More information is available on line at this location:

<http://sonomacounty.ca.gov/General-Services/Facilities-Development-and-Management/Chanate-Complex/News/Notice-of-Public-Hearing-for-Chanate-Development-Disposition/>

If you have any further questions, please feel free to contact me directly.

Thank you,

Toni Anthony Holland, Architect

Senior Capital Project Manager

Facilities Development and Management

County of Sonoma

P [\(707\) 565-3425](tel:(707)565-3425)

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From: [Michelle Whitman](#)
To: "kclub6474@gmail.com"
Cc: [Toni Holland](#)
Subject: FW: Building Buffer Zone
Date: Tuesday, June 13, 2017 9:38:37 AM

Dear Kelly,

Thank you for your comments regarding the disposition of the Chanate properties.

Your requests and comments will be included in the material submitted to the Board of Supervisors at the meeting on June 20 when they consider the Chanate Disposition and Development Agreement.

Unfortunately, the County cannot lawfully alter the terms of the Request for Proposal for the sale of the Property at this late stage.

It is important to note that the Board will only be considering the sale of the Property and certain requirements for development of the land. The physical development of the site will be determined by the City of Santa Rosa ("City").

The City's entitlement process will consider community impacts of the proposed housing. You will have an opportunity to voice your concerns through the environmental review and project entitlement process conducted by the City.

We encourage you to submit your comments and concerns to the City once an application for the project has been formally filed.

Should you have further questions specific to the Disposition and Development Agreement I suggest reaching out to our Senior Capital Project Manager Toni Holland. I have copied Toni on this email. You are, of course, welcome to share any other comments or concerns you might have with Supervisor Zane. The Supervisor will consider all stakeholder input as she deliberates with her colleagues on the matter next Tuesday, June 20, here in the Board Chambers. You are welcome to attend that meeting or follow along online if you are interested in the discussion.

Warm regards,

Michelle Whitman

District Director to Supervisor Shirlee Zane
575 Administration Drive, Room 100A
Santa Rosa, CA 95403
707-565-2241
[Subscribe](#) to the Third District Newsletter

From: Kelly Wood [<mailto:kclub6474@gmail.com>]
Sent: Monday, June 12, 2017 11:49 AM
To: Shirlee Zane <Shirlee.Zane@sonoma-county.org>
Subject: Building Buffer Zone

Shirley Zane:

As your constituent and homeowner living along Meadow Glen Drive, I am in support of affordable housing and am willing to help develop the plan on the Chanate campus; however, please consider my requests as the current plan directly affects the established neighborhoods bordering the area where the bulk of housing will be located.

My requests are:

1) that all the neighbors along parcels H and I be given the opportunity to purchase the parcels in addition to a 1 acre section of parcel G. I believe this is a reasonable request to allow the existing neighborhoods to maintain the charm and privacy they have had for decades.

2) If (we/they) are not able to purchase the parcels, I am requesting a building buffer zone of 150ft beyond existing property lines be written into the finalized property sale. The 150 foot building buffer zone will extend beyond existing property lines and assure that wildlife in the area will not be displaced by the development. Additionally, I am requesting the trees within that area not be disturbed.

Again, I believe this is a reasonable request as the area is an established ecosystem for a variety of animals.

3) Beyond the 150 foot building buffer zone, I am requesting the developer install a permanent privacy fence to assure the noise of multi resident housing does not affect our established neighborhoods. The permanent privacy fencing will assure The adjacent properties do not become right of ways for residents walking in and around the Chanate complex.

4) Finally, beyond the privacy fencing, I am requesting the developer build single story units and/or covered parking areas adjacent to the privacy fencing to assure multi level buildings are not built next to single level, established homes.

Again, I am in favor of development and affordable housing as long as we can maintain the characteristics and charm of the existing, established neighborhoods that are affected by this development.

Respectfully,

(Your name)

Your Constituent

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June 8, 2017

Ms. Toni Holland
2300 County Center Dr.
Suite A 220
Santa Rosa, CA. 95403

Dear Ms. Holland:

We have received the Notice of Public Hearing for June 20, 2017 at 10 AM, The County's Proposal Plan for the Chanate Property will be the topic at that time.

Omitted from the Public Hearing Notice was the severe impact of the increased traffic congestion on Chanate Road. Pedestrian, bicycle, and auto.

What plans are in place now to address these issues?

Improved infrastructure, traffic lights, crosswalks, widening of Chanate Road, auto in/out access, additional sidewalks, turn lanes, and reduced speed limits. All of these conditions are safety issues.

Thanking you in advance for your response to these concerns.

Yours truly,

A handwritten signature in black ink that reads "Gary M. Parsons". The signature is written in a cursive style with a long, sweeping underline.

Gary M. Parsons
3202 Cobblestone Dr.
Santa Rosa, CA . 95404



SONOMA COUNTY
GENERAL SERVICES DEPARTMENT

Category: Physical
Development

CAROLINE JUDY,
DIRECTOR

ENERGY & SUSTAINABILITY • FACILITIES DEVELOPMENT & MANAGEMENT • FLEET OPERATIONS • PURCHASING

June 13, 2017

Dear Mr. Parsons,

Thank you for your correspondence dated June 8, 2017 regarding the disposition of the Chanate properties.

Your letter will be included in the material submitted to the Board of Supervisors at the meeting on June 20 when they consider the Chanate Disposition and Development Agreement.

It is important to note that the Board will only be considering the sale of the Property and certain requirements for development of the land. The physical development of the site will be determined by the City of Santa Rosa ("City").

The City's entitlement process will consider community impacts of the proposed housing, including those impacts referenced in your letter.

You will have an opportunity to voice your concerns through the environmental review and project entitlement process conducted by the City.

We encourage you to submit your comments and concerns to the City once an application for the project has been formally filed.

Respectfully,

Toni Anthony Holland, Architect
Senior Capital Project Manager
Facilities Development and Management
County of Sonoma
P (707) 565-3425

cc. Board of Supervisors Board Package

From: [Toni Holland](#)
To: "Maggie Bradley"
Subject: RE: Chanate Campus Website information
Date: Tuesday, June 06, 2017 1:39:18 PM

Maggie,

We have posted a Notice of Public Hearing regarding the Chanate project.

The information can be found here:

<http://sonomacounty.ca.gov/General-Services/Facilities-Development-and-Management/Chanate-Complex/>

Let me know if you have any questions regarding this informaton.

Thank you,

Toni Anthony Holland, Architect
Senior Capital Project Manager
Facilities Development and Management
County of Sonoma
P (707) 565-3425

From: Maggie Bradley [mailto:maggiebradley@comcast.net]
Sent: Tuesday, May 16, 2017 4:52 PM
To: Toni Holland <Toni.Holland@sonoma-county.org>
Subject: Re: Chanate Campus Website information

Thank you Toni. And thank you for taking the time to talk to me about this very complex process.
Maggie Bradley

Sent from my iPhone

On May 16, 2017, at 2:29 PM, Toni Holland <Toni.Holland@sonoma-county.org> wrote:

Peggy,

It was a pleasure speaking with you a moment ago.

Here is the link to the County General Services Chanate Campus information:

<http://sonomacounty.ca.gov/General-Services/Facilities-Development-and-Management/Chanate-Complex/>

Please feel free to contact me directly should you have further questions.

We will try to keep the website updated with the latest news as it develops to keep everyone informed.

Thank you,
Toni Anthony Holland, Architect
Senior Capital Project Manager

Facilities Development and Management
County of Sonoma
P (707) 565-3425

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Category:
Physical
Development

From: [Toni Holland](#)
To: ["Terry Stuart"](#)
Bcc: [Michelle Whitman](#); [Caroline Judy](#)
Subject: RE: Chanate Development and Disposition Agreement
Date: Tuesday, June 13, 2017 9:32:52 AM

Dear Ms. Stuart,

The Board of Supervisors will only be considering the sale of the Property and certain requirements for development of the land at its meeting on June 20.

The physical development of the site will be determined by the City of Santa Rosa ("City").

The City's entitlement process will consider community impacts of the proposed housing, including traffic and school impacts. You will have an opportunity to voice your concerns through the environmental review and project entitlement process conducted by the City.

We encourage you to submit your comments and concerns to the City once an application for the project has been formally filed.

Thank you for your comments. They will be included in the material submitted to the Board of Supervisors at the meeting on June 20 when they consider the Chanate Disposition and Development Agreement.

Respectfully,
Toni Anthony Holland, Architect
Senior Capital Project Manager
Facilities Development and Management
County of Sonoma
P (707) 565-3425

From: Terry Stuart [mailto:terrystuart31@gmail.com]
Sent: Monday, June 12, 2017 8:36 PM
To: Toni Holland <Toni.Holland@sonoma-county.org>
Subject: Chanate Development and Disposition Agreement

Hello Ms Holland,

My name is Theresa Stuart and reside at 3524 Parker Hill Ct, Santa Rosa. My email is in response the the Public Hearing for the Chanate Development and Disposition Agreement. I will be at work and unable to attend the 10am meeting, but wish to voice my concerns regarding this proposed development. Here are my issues:

The planned 400 to 800 units could bring twice that many cars and pose a further safety and traffic hazard on Chanate Rd., which is already congested. There is also the issue of being able to educate all the children that will come with the residents of the 400 to 800 units.

Where will they go to school? If there is not sufficient room at the near by school, will you be providing bus service to the Very low income students and bring even more traffic? Why does the city want to build multi level apartments on a beautiful area of open space in the middle of an established neighborhood?

This proposal will completely change the character, the charm of this wonderful neighborhood.

Sincerely,

Theresa Stuart

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Category:
Physical
Development

From: [Toni Holland](#)
To: ["cmoore945@aol.com"](mailto:cmoore945@aol.com)
Subject: Chanate Parcel J
Date: Wednesday, June 14, 2017 10:39:57 AM
Attachments: [Chanate Campus-Parcel Map.pdf](#)

Mr. Moore,

You called me last week regarding the Chanate properties and Parcel J.
You inquired about the location of Parcel J and its relationship to your house on Meadow Glen Drive.

I have attached a pdf copy of the Chanate Campus-Parcel Map to answer your question.

This map show the location of Parcel J in the southwest corner of the properties.
Meadow Glen Drive is located close to Parcel I on the northeast corner of this map.

For more information regarding the Chanate properties, visit our website at:
<http://sonomacounty.ca.gov/General-Services/Facilities-Development-and-Management/Chanate-Complex/>

Please feel free to contact me directly with any more questions you may have regarding Chanate.

Respectfully,
Toni Anthony Holland, Architect
Senior Capital Project Manager
Facilities Development and Management
County of Sonoma
P (707) 565-3425

Category:
Physical
Development

From: [Toni Holland](#)
To: "cruggels@sbcglobal.net"
Subject: Chanate Properties
Date: Wednesday, June 07, 2017 1:02:48 PM

CRuggels,

My name is Toni Holland and I am the planning manager at the County working on the Chanate project.

You have submitted this question to the Chanate info email:

Is there going to be an impact study?

The answer is yes, there will be an impact study. This will be a part of the project review and approval by the City of Santa Rosa.

There will likely be many impact studies required by the City.

Please feel free to reach out to me directly should you have any further questions.

Thank you,

Toni Anthony Holland, Architect
Senior Capital Project Manager
Facilities Development and Management
County of Sonoma
P (707) 565-3425

From: [Toni Holland](#)
To: ["Sara Cois"](#)
Subject: RE: Chanate Property - Old Hospital
Date: Monday, June 12, 2017 10:00:49 AM

Sara,

Information regarding the disposition of the Chanate properties can be found on our website at:
<http://sonomacounty.ca.gov/General-Services/Facilities-Development-and-Management/Chanate-Complex/>

The City of Santa Rosa is the entitling entity for the project. The Developer will likely submit development plans to the City within a few months after the County sells the property to them.

We have preliminary development plans from the Developer but this will all need to be reviewed and approved by the City, including any zoning revisions that may be required.

Please let me know if you have any additional questions regarding the sale of the Chanate properties

Toni Anthony Holland, Architect
Senior Capital Project Manager
Facilities Development and Management
County of Sonoma
P (707) 565-3425

From: Sara Cois [mailto:sa.cois@gmail.com]
Sent: Wednesday, June 07, 2017 9:56 PM
To: Toni Holland <Toni.Holland@sonoma-county.org>
Subject: Chanate Property - Old Hospital

Hi Toni,

I am currently in escrow on a house that backs into the old hospital. I was wondering if I could find any information on what the planned development for that area would be. Has there been any discussion on changing the zoning for that parcel (building 1)?

Thanks,

Sara Cois

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From: [Toni Holland](#)
To: ["rihart@sbcglobal.net"](mailto:rihart@sbcglobal.net)
Bcc: [Michelle Whitman](#); [Caroline Judy](#)
Subject: Development on Chanate Road
Date: Tuesday, June 13, 2017 9:28:46 AM

Dear Mr. Hart,

My name is Toni Holland and I am the planning manager at the County working on the Chanate project.

You sent the following question to Supervisor Zane:

Dear Ms. Zane,

I am a resident in your district. I have been examining the plans for the proposed development on Chanate Road and there are aspects of it that I like. However, I do not see any mention of ingress and egress to the property. It looks as if everyone who will live there will likely use Chanate Road. Chanate is already overly impacted. For example, traffic in the mornings can be seen backing up all the way from Santa Rosa Avenue up the hill past the stop light and around the corner to Murdock Drive.

There must be a plan to increase traffic flow but I cannot find it. Would you please enlighten me?

Thank you in advance for your help with this.

*Bob Hart
2475 Murdock Drive
Santa Rosa, CA 95404*

The Board of Supervisors will only be considering the sale of the Property and certain requirements for development of the land at its meeting on June 20.

The physical development of the site will be determined by the City of Santa Rosa ("City").

The City's entitlement process will consider community impacts of the proposed housing, including traffic impacts. You will have an opportunity to voice your concerns through the environmental review and project entitlement process conducted by the City.

We encourage you to submit your comments and concerns to the City once an application for the project has been formally filed.

Your comments will be included in the material submitted to the Board of Supervisors at the meeting on June 20 when they consider the Chanate Disposition and Development Agreement.

If you have any further questions or comments, please feel free to contact me directly.

Respectfully,
Toni Anthony Holland, Architect

Senior Capital Project Manager
Facilities Development and Management
County of Sonoma
P (707) 565-3425

Category:
Physical
Development

From: [Toni Holland](#)
To: ["Barbara Aman"](#)
Bcc: [Caroline Judy](#); [Michelle Whitman](#)
Subject: RE: do a traffic study before agreeing to add 800 units on Chanate/Franklin!!!
Date: Tuesday, June 13, 2017 9:35:50 AM

Dear Barbara,

The Board of Supervisors will only be considering the sale of the Property and certain requirements for development of the land at its meeting on June 20.

The physical development of the site will be determined by the City of Santa Rosa ("City").

The City's entitlement process will consider community impacts of the proposed housing, including traffic impacts. You will have an opportunity to voice your concerns through the environmental review and project entitlement process conducted by the City.

We encourage you to submit your comments and concerns to the City once an application for the project has been formally filed.

Thank you for your comments. They will be included in the material submitted to the Board of Supervisors at the meeting on June 20 when they consider the Chanate Disposition and Development Agreement.

Respectfully,
Toni Anthony Holland, Architect
Senior Capital Project Manager
Facilities Development and Management
County of Sonoma
P (707) 565-3425

-----Original Message-----

From: Barbara Aman [<mailto:bjaman@me.com>]
Sent: Monday, June 12, 2017 11:22 PM
To: Toni Holland <Toni.Holland@sonoma-county.org>
Subject: do a traffic study before agreeing to add 800 units on Chanate/Franklin!!!

Hello Toni,

As a resident of Hyland Drive for 15 years, I'm shocked that there is any discussion about building more units on Chanate Road. Everything within 1/2 mile of Chanate/Franklin Mendocino is bumper to bumper for two hours a day - morning and evening. How can you not do a TRAFFIC STUDY???

Would you not just take my word for it, but go yourself, sit anywhere on any road in this area heading west, especially in the morning, and see what it is like!
This is insane to think you can build 800 units, even 400, even 100 is unrealistic to add that kind of traffic. Public transport won't help either, because the busses will get stuck in that same traffic also.

And it's not like we have other options, for this of us who live here, if we are heading west.

Really people, what are you thinking? It's one thing for those of us who want to help people have homes, it's another if we can't even get to work on the roads we pay to maintain.

Sincerely, I remain in shock about this. As all of us do who have to sit in this nightmare daily.

Barbara Aman

1116 Hyland Drive,
Santa Rosa, CA 95404

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County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 31
(This Section for use by Clerk of the Board Only.)

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

Board Agenda Date: June 20, 2017

Vote Requirement: 4/5

Department or Agency Name(s): Sonoma County Community Development Commission, Sonoma County Water Agency, County Administrator's Office

Staff Name and Phone Number:

Margaret Van Vliet, 565-7505
Grant Davis, 521-6210
Peter Rumble, 565-7056

Supervisorial District(s):

5th District

Title: Purchase and Sale of Real Property Located at 2150 W. College Ave. Santa Rosa

Recommended Actions:

Take, approve and authorize the following actions, and make the following findings to support the Board's priority of *Housing for All*;

- A) Board of Directors to approve a resolution making certain findings and authorizing and approving the sale of the surplus real property located at 2150 W. College Avenue, Santa Rosa by the Sonoma County Water Agency for \$4.2 million to the Sonoma County Community Development Commission; and Board of Commissioners to authorize the Sonoma County Community Development Commission to purchase and own said property, subject to an easement reserved by the Water Agency and an Offer to Dedicate a Trail Easement to the City of Santa Rosa.
- B) Board of Supervisors to approve a resolution authorizing the issuance of a one-year note by the County of Sonoma, to be purchased by the Sonoma County Treasurer using Treasury pool funding, in the amount of \$4.2 million, with an interest rate equal to base Treasury pool investment rate plus 75 basis points (0.75%), and authorizing the County Administrator or her designee to take all actions necessary to issue the Note.
- C) Board of Directors and Board of Commissioners to authorize the Executive Director of the Community Development Commission and the General Manager of the Water Agency or their designees to take all actions necessary to complete the purchase and sale of the property.
- D) Board of Commissioners to Authorize the Executive Director of the Community Development Commission to issue a Request for Proposals for development of housing on the property once the Commission has acquired the property.
- E) Board of Commissioners to authorize the Executive Director of the Community Development Commission to grant the Water Agency a temporary construction easement to facilitate the

Water Agency's construction of an extension of its maintenance road along the College Creek Flood Control Channel to West College Avenue, which extension will be placed entirely within the Water Agency's permanent easement area.

F) Direct staff to develop a community engagement plan for the development of the property.

Executive Summary:

This agenda item supports the County's priority of *Housing for All* and is brought to effectuate the production of needed affordable and market rate rental housing on County-owned property. The item also contemplates strategic deployment of the County Fund for Housing Trust Fund (Fund) for the purchase of the property by allocating a portion of the annual Fund revenues over five years.

Staff seeks the Board's approval under its authority as the Board of Supervisors, as Directors of the Sonoma County Water Agency (Water Agency), and as the Board of Commissioners of the Sonoma County Community Development Commission (Commission) for the sale of the Water Agency property located at 2150 W. College Avenue, Santa Rosa (Property) to the Commission for \$4.2 million, its appraised value. This item also seeks Board approval to issue a note by the County of Sonoma to the Sonoma County Treasurer in the amount of \$4.2 million to fund the purchase, with interest on the note payable at the Treasury investment pool rate plus 75 basis points (0.75%). It further authorizes the Executive Director of the Commission and the General Manager of the Water Agency to take any required actions to complete the sale and transfer of the Property as contemplated by the Purchase and Sale Agreement, and authorizes the Executive Director of the Commission to issue a Request for Proposals for development of housing on the parcel after acquiring the Property. Finally, this item authorizes the Executive Director of the Commission to grant a temporary construction easement to the Water Agency to facilitate improvements to the Water Agency's maintenance road, which will be completed as soon as possible following the closing.

Discussion:

Relevant Site Background

The Property (Assessor's Parcel Number 010-320-029; the "Property") consists of a 7.46-acre parcel and contains an office building, two office/shop buildings, and a small garage. This parcel also contains the College Creek Flood Control Channel. The Water Agency acquired the Property for its operations center in 1981, and occupied and maintained the facility until 2013. Between 2003 and 2013, the Water Agency moved its operations to the Airport Business Center and, in March of 2014, the declared the Property surplus. In June of 2015, following impasse in negotiations with potential purchasers of the Property, the Water Agency Board elected to terminate the surplus process and sell the Property via a competitive bid process. That process resulted in only two bids, neither of which could be accepted by the Water Agency.

On April 4, 2017, the Board of Supervisors adopted its strategic priorities for the County, which included the *Housing for All* priority. This Property represents one of the identified projects for reaching the County's goal of building 3,375 housing units by 2022.

While the Property is located within Santa Rosa city limits, development of affordable and workforce housing inside city limits supports County policies related to agricultural and open space preservation and greenhouse gas emission reduction goals, as it ensures city-centered development near transportation and other public services. Board-approved policy for County Fund For Housing Trust Fund resources now allows investment of these funds in incorporated City jurisdictions in recognition of the

County-wide preference for in-fill, transit-oriented, and city-centered housing growth approaches. The Property is currently zoned R-3-30, which would allow the development of approximately 170 units of housing on the portion of the site suitable and available for development without any density bonus unit augmentation.

The Water Agency operates and maintains the College Creek Flood Control Channel within the boundaries of the Property. To preserve its ability to effectively manage the channel, the Water Agency will reserve an easement across approximately 1.67 acres of the Property for purposes and uses related to maintenance and operation of the channel. The Water Agency intends to construct an extension of the existing unpaved maintenance road within the easement reservation area to establish access directly to and from West College Avenue. The Water Agency will need and the Commission is willing to grant a temporary construction easement to facilitate the construction, which will occur as soon as possible following the closing. Contemporaneous with the sale, the Water Agency also proposes to convey an Irrevocable Offer to Dedicate a Trail Easement to the City of Santa Rosa to preserve the possibility of legal public trail access along the Water Agency's unpaved maintenance road adjacent to the Creek at some time in the future.

Transaction Description

While the Commission could potentially purchase the subject property directly by recommending to the Board that it dedicate a full-year's County Fund for Housing resources to the purchase, this would eliminate the possibility of that Fund being used to finance any other projects in the coming fiscal year, and was thus deemed undesirable. Instead, the proposed medium-term financing structure that allows the Water Agency to receive sale proceeds at closing, while enabling County Fund for Housing resources to be dedicated towards repaying the financing over time, was developed in conjunction with consultations with the Sonoma County Treasurer.

Outline of Financing Arrangements

The proposed transaction contains the following steps: County will issue a one-year note in July of 2017 in the amount of \$4.2 million, and the Treasurer will purchase said note at an interest rate not exceeding 2.5 percent per annum, reflecting the Treasury Pool investment rate plus 75 basis points (0.75%). The Commission is not authorized to issue debt, which is why the County must be a party to these transactions.

From proceeds of the note issued by the County for purchase by the Treasurer, the County will loan the Commission \$4.2 million to facilitate the purchase of the property. The source of repayment of the note will be future County Fund for Housing resources, in the approximate amount of \$900,000 per year over five years, and this Commitment is memorialized in the attached Resolution.

The Commission will pay \$4.2 million to the Water Agency at closing to purchase the property, using those funds borrowed from the County.

The County and the Treasurer will annually review and the County will seek approval from the Board of Supervisors for issuance of a new note, to be purchased as an investment for the Treasury Pool, subject

to the consent of the Treasurer, at the then-reduced principal for an additional year, until the amount borrowed is fully paid off (projected to be at the end of five years).

The Debt Advisory Committee gave its consent to this financing arrangement at its meeting on April 17, 2017.

These transactions anticipate that the Board will approve a forward commitment of future year County Fund for Housing proceeds over a five-year period to allow repayment of the amount borrowed from the County plus accrued interest. Because the County is only able to issue short-term debt, the financing arrangement is only certain in year one of the five-year plan. The County Fund for Housing is anticipated to have annual funding of approximately \$4 million per year, between County Reinvestment and Revitalization contributions and the collection of developer in-lieu fees. The proposed forward commitment of an allocation of approximately \$900,000 per year from the County Fund for Housing will retire the debt in within five years, as well as covering the Commission's carrying costs for the property. Your Board would also have the flexibility to approve the allocation of more or less funding in any particular year, should that alternative be necessary or desirable.

Future Year Risk Assessment

For year two, and for any subsequent year where the debt or any portion thereof is still outstanding, the County will request Board authority to issue another one-year note to refinance the then-outstanding balance of the original borrowing. If the County is unwilling or unable to issue new debt, or if the Treasury is unwilling to purchase the re-issued debt, the County would nonetheless be responsible for repayment of the note, and the Commission would remain obligated to repay the County for said payment. Alternatives to address either of these unlikely situations include a sale of the Property on the open market, borrowing against the equity in the property from a commercial lender, or the use of general fund reserves to cover the obligation until such time as the Property can be transferred or the County Fund for Housing proceeds are available to address the short-fall. Because your Board is in control of all of these alternatives, and based on the appraised value of the Property, risk associated with issuance of the debt are considered reasonable and manageable.

Intended Use of the Property – Development Team Solicitation

After acquiring the Property, the Commission will engage neighbors and other community stakeholders through various means to discuss the framework for mixed-income housing and to inform the eventual solicitation for a development team. The Commission, working with the Board, will also engage the City of Santa Rosa to ensure the strongest possible coordination between jurisdictions. Informed by these engagements, the Commission proposes to conduct a solicitation for development proposals that effectively offers the property as-is (with the to-be demolished improvements) in exchange for delivery of a mixed-income rental housing project that meets prescribed public policy goals, especially a minimum level of affordability (discussed further, below). As such, the County's investment of \$4.2M will be offered together with the land. This packaging of substantial capital funding and property in a single solicitation is intended to expedite the development timeline and provide greater certainty by eliminating the need for the selected land developer to pursue funding through a second County-

sponsored competitive process. Policy revisions to the County Fund for Housing approved by your Board on May 23, 2017 enable allocation of these funds in this manner with your consent.

Conveyance of the property to a non-governmental entity for development will place the authority for land use and entitlement decisions, as well as for utility and building permits, with the City of Santa Rosa. The development process will fully comply with the City of Santa Rosa's Public Participation Plan.

Affordable Housing Benefits Achieved through Commission Purchase

If the subject property were offered for sale on a purely market-rate basis for housing development with no public resources or capital subsidies, a minimum of 15% of the total units would be required to be made affordable to households at 80% of area median income (\$66k/year for a family of four) pursuant to restrictions that attach to the Property by virtue of the Surplus Land Act. Rents for such affordable three bedroom apartments would be \$1647; market rent is closer to \$2500/month.

With County investment of \$4.2 million under the proposed structure, and assuming availability of other non-competitive public resources for affordable housing, a greater percentage of the total apartments will be affordable to lower income households. Based on preliminary analysis of various scenarios conducted by a knowledgeable affordable housing finance consultant, between 32 and 50 affordable apartments could be achieved within the overall structure at rents below 60 percent of area median income, as well as 15 percent of the market rate units on the property being restricted at no more than 80 percent of area median income, thereby providing a greater mix of incomes within the new apartment community. The Commission proposes to further refine the assumptions prior to conducting any solicitation, to provide confidence in the levels of affordability that can be achieved. It should also be noted that the solicitation will seek to encourage experienced developers to assemble teams and propose best scenarios for provision of supportive services, and assembling financial structures.

Prior Board Actions:

- 5/23/17: Approval of County Fund for Housing policy change.
- 2/9/16: Reject All Bids for Purchase of 2150 West College Avenue
- 11/17/15: 15-0469 Resolution rescinding December 4 bid date and setting January 26, 2016 for receipt of bids for public sale.
- 10/20/15: 15-0423 Resolution rescinding October 27 bid date and setting December 4, 2015 for receipt of bids for public sale.
- 07/28/15: 15-0307 Resolution rescinding August 11 bid date and setting October 27, 2015 for receipt of bids for public sale.
- 06/09/15: 15-0231 Resolution setting August 11, 2015 for receipt of bids for public sale.
- 03/18/14: 14-0093 Resolution declaring the 2150 West College Avenue property as surplus.

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

The project supports a safe and healthy community by creating the opportunity for the development of up to 170 units of housing for various income levels on surplus government property. It also supports economic stewardship and investing in the future by facilitating the creation of new housing units which are in very short supply across the community, and without which, our economy will be unable to grow while supporting the housing needs of our workforce and youth currently growing up in the County.

Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses		\$105,000	\$85,024
Additional Appropriation Requested			
Total Expenditures		\$105,000	\$85,024
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other		\$105,000	\$85,024
Use of Fund Balance			
Contingencies			
Total Sources		\$105,000	\$85,024
Narrative Explanation of Fiscal Impacts:			
Yearly principal and interest payments of \$904,040 will be made from the County Fund for Housing using revenue received from in-lieu fees; however, appropriations will only be needed for interest expense as the principal payment will reduce the liability of the loan.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
None			
Attachments:			
1. Resolution for 2150 West College Avenue Property			
Related Items "On File" with the Clerk of the Board:			
<ol style="list-style-type: none"> 1. Purchase and Sale Agreement for 2150 West College Avenue 2. Grant Deed 3. OTD Public Trail Easement 4. Temporary Construction Easement Agreement 			



County of Sonoma

State of California

Date: June 20, 2017

Item Number: _____

Resolution Number: _____



4/5 Vote Required

Concurrent Resolution Of The Board Of Supervisors Of The County Of Sonoma, Board Of Directors Of The Sonoma County Water Agency, And Board Of Commissioners Of The Sonoma County Community Development Commission Authorizing (1) The Sale Of Certain Property Located At 2150 West College Avenue, Santa Rosa, To The Community Development Commission And The Purchase Of The Property By The Community Development Commission, (2) The Issuance And Sale Of A Note In The Principal Amount Not To Exceed \$4,200,000 To Facilitate The Purchase, (3) The Executive Director Of The Community Development Commission And The General Manager Of The Water Agency Or Their Designees To Take All Actions Necessary To Complete The purchase And Sale Of The Property And The Execution And Recordation Of All Documents Necessary To Accomplish The Sale, (4) The Executive Director of the Community Development Commission To Issue A Request For Proposals For Development Of Housing On The Property Once It Is Acquired, And (5) The Executive Director Of The Community Development Commission To Grant The Water Agency A Temporary Construction Easement To Facilitate The Water Agency's Construction Of An Extension Of Its Maintenance Road Along The College Creek Flood Control Channel To West College Avenue.

Whereas, on April 4, 2017, the Board of Supervisors adopted its strategic priorities for the County of Sonoma ("County"), which included the *Housing for All* priority;

Whereas, the Sonoma County Water Agency ("Water Agency") owns a certain 7.46-acre property commonly known as 2150 West College Avenue, in Santa Rosa, California (Assessor's Parcel Number 010-320-029)("Property");

Whereas, the County's goal of building 3,375 housing units by 2022, including 2000 units of housing for extremely low income residents, is advanced by the purchase of the Property by the Sonoma County Community Development Commission ("Commission"), which is empowered to offer subsidies to encourage the development of affordable housing at the site;

Whereas, the Water Agency must sell the Property for no less than its appraised value, which is \$4.2 million dollars according to the most recent valuation;

Whereas, the Commission is willing to purchase the Property for the appraised value, but it is in need of a cash advance in order to do so;

Whereas, the Commission has asked that the County issue a note on its behalf in the principal amount of \$4,200,000 ("Note") and proposes to repay the Note from revenue from the County Fund for Housing over a period not to exceed 5 years;

Resolution #

Date:

Page 2

Whereas, the Treasurer for the County is authorized pursuant to Government Code Section 53601(d) to invest in the Note and desires to loan such funds to the County using Treasury Pool funds;

Whereas, the County is authorized pursuant to Government Code Section 53850 *et seq.* to borrow money on a temporary basis, provided such borrowed amount does not exceed eighty-five percent (85%) of the estimated amount of anticipated revenues that will be used to pay back the loan; and

Whereas, because the County is only able to issue short-term debt, staff intend to request that the Board of Supervisors authorize successive short-term (1-year) notes to refinance any balance of the loan that remains at the end of each loan year up to a maximum of 4 additional notes, for a total of 5 notes over 5 years;

Whereas, if the County is unwilling or unable to issue new debt in any subsequent year, the County would nonetheless be responsible for repayment of the Note using any available funds, including the General Fund;

Whereas, the County intends to allocate sufficient funds to repay the Note on an annual basis to the County Fund for Housing, with which the Commission would repay the Note balance;

Whereas, Section 9 of the Water Agency's enabling act authorizes the Water Agency to sell the Property in the manner provided by law for the disposition and sale of county property if the Water Agency Board determines the property is no longer necessary to be retained for Water Agency purposes;

Whereas, on March 18, 2014, the Water Agency Board adopted a resolution determining that the Property is no longer necessary to be retained for Water Agency purposes, subject to reservation of an easement for continued operation and maintenance of the Water Agency's College Creek Channel Improvements, and it ordered that the Property be sold in the manner provided by law for the disposition and sale of county property;

Whereas, having exhausted California's Surplus Land Act procedures, the Water Agency is authorized to sell the Property directly to the Commission pursuant to Government Code section 25365;

Whereas, the Water Agency is aware that members of the public use the existing, unpaved maintenance road on the Property for access to the Santa Rosa Creek Greenway from West College Avenue along the College Creek Flood Control Channel;

Whereas, this public use of the Water Agency's maintenance road has never been authorized by the Water Agency and there is no legal right for the public to continue such use, however the Water Agency desires to preserve the potential for a public trail in this location;

Whereas, to preserve the possibility for legal public access at some later date, the Water Agency intends to convey an Irrevocable Offer to Dedicate a Trail Easement to the City of Santa Rosa contemporaneous with the sale of the Property to the Commission;

Whereas, the Water Agency will need and the Commission is willing to grant a temporary construction easement to facilitate the Water Agency's construction of an extension of the existing unpaved maintenance road along the College Creek Flood Control Channel to West College Avenue, which work is scheduled to occur as soon as possible following the closing.

Resolution #

Date:

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

1. Truth of Recitals. That the foregoing recitals are true and correct.
2. General Plan Consistency. Pursuant to Government Code section 65402, by letter dated February 14, 2014, the Water Agency requested that the City of Santa Rosa Department of Community Development evaluate the proposed sale of the Property for consistency with the City's General Plan. The City did not respond to this request within 40 days, and therefore the proposed disposition is conclusively deemed to be in conformity with the City's General Plan pursuant to Government Code section 65402(c).
3. California Environmental Quality Act. Per Government Code section 15312, a Notice of Exemption for disposition of the Property was filed by the Water Agency on March 18, 2014, in accordance with the California Environmental Quality Act. The project description has not changed and therefore the Notice of Exemption previously posted by the Water Agency fully covers this action.
4. The Note. The \$4,200,000 Note authorized by this Resolution shall be designated "2017 Series 1" Note and is being issued pursuant to the provisions of Government Code Section 53850 *et seq.* The amount of the Note is less than eighty-five (85%) of the estimated revenue the County anticipates receiving in this fiscal year from certain revenues that will be used to pay back the Note.
5. Security. The account receivable constituting the security on which the Note is being issued is the anticipated revenue from County Fund for Housing. In addition, the County pledges to pay the Note from any all revenue lawfully available to the County for repayment.
6. Authorization to Borrow and Issue Note. Pursuant to the provisions of Section 53850 and following Government Code, the County shall borrow the principal sum not to exceed \$4,200,000 and shall issue a single principal amount Note to evidence said indebtedness, which Note is hereby authorized to be issued for the purpose hereinabove set forth. The Board delegates to the County Administrator the authority to sell and deliver the Note to the County Treasurer in exchange for the principal sum not to exceed \$4,200,000. The Note shall be issued in registered form, shall be dated July 15, 2017, and shall mature on June 15, 2018. The Note shall bear interest at the rate earned by funds invested by the Sonoma County Treasurer in his "pooled investment account" as calculated in the most recent calendar quarter, plus 75 basis points rounded to the nearest tenth, not to exceed 2.5 percent. Payment shall be due at the time of maturity of the note. The interest on principal of the Note shall be payable in lawful money of the United States of America at the office of the County Treasurer of Sonoma County, California.
7. Note to be Callable and redeemable. The Note shall be callable and redeemable in whole or in part at any time following its issuance and before maturity by the Board giving the registered owner of the Note thirty (30) days' prior written notice. The price of redemption shall be the prorated unpaid balance of principal and accrues interest at the date of redemption without penalty or premium.
8. Form of Note: The Note shall be substantially the following form:

Resolution #
Date:
Page 4

UNITED STATES OF AMERICA
STATE OF CALIFORNIA
COUNTY OF SONOMA
COMMUNITY DEVELOPMENT COMMISSION
SERIES 2017 SONOMA COUNTY
(SUBJECT TO CALL AND REDEMPTION)

NOTE

No. 2017-1

\$4,200,000

The County of Sonoma, duly organized and existing under and pursuant to the Constitution and laws of the State of California, for value received hereby promises to pay to the registered owner the principal sum, not to exceed, of \$4,200,000 on June 15, 2018, and to pay interest on such principal sum from the date hereof at the rate earned by funds invested by the Sonoma County Treasurer in his "pooled investment account" as calculated in the most recent calendar quarter, plus 75 basis points rounded up to the nearest tenth. The interest rate will be set based upon the period ending July 15, 2017. The principal of this Note and accumulated interest due shall be payable to the registered owner only upon presentation of this Note at maturity. Both the principal of and interest on this Note are payable in lawful money of the United States of America at the Office of the Sonoma County Treasurer.

This Note, in the principal amount not to exceed \$4,200,000, represents the entire Note issue of the Series 2017-1 Note issue, and is issued under and pursuant to the laws of the State of California, including the provisions of Section 53850 and following, of the California Government Code (the "Law"), and pursuant to a resolution (the "Resolution") adopted by the Board of Supervisors of the County of Sonoma. Reference is hereby made to the Resolution for a specific description of the security therein provided for the payment of the principal of and interest on this Note, to all of the provisions of which the registered owner hereof by his acceptance of this Note hereby consents and agrees, and each subsequent registered owner of this Note has recourse to all of the provisions of the Resolution and the Law and is bound thereby.

The Board hereby covenants and warrants that it will pay promptly, when due, the principal of this Note and interest accruing hereon, all in accordance with the terms hereof and the terms and provisions set forth in the Resolution and the applicable Law.

It is hereby certified that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Note, together with all indebtedness and obligations of the County, does not exceed any limit prescribed by the Resolution or the laws of the State of California.

Resolution #

Date:

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This Note is subject to call and redemption in whole or in part at any time prior to maturity without penalty or premium by the Department giving the registered owner thirty (30) days' prior written notice thereof.

IN WITNESS WHEREOF, the County of Sonoma has caused this Note to be signed in its name by the Chair of the Board of Supervisors and countersigned by the Clerk of the Board, and has caused this Note to be dated July 15, 2017.

Chair, Board of Supervisors

ATTEST:

Clerk of the Board

9. Authority to Execute Note. The Chair of the Board of Supervisors is hereby authorized and directed to execute the Note, and the Clerk of the Board is hereby authorized and directed as such officer to countersign by use of her manual signature on the Note. If any officer whose signature or countersignature appears upon the Note ceases to be an officer of the Board before the delivery of the Note to the purchasers, his or her signature or countersignature shall nevertheless be valid and of the same force and effect as if he or she had remained such officer.
10. Proceeds of Sale of the note Dedicated to the Project. The purchase price of the Note (except for the accrued interest received thereon) shall be deposited forthwith upon receipt in a special fund designated to be "2150 W. College Ave." which fund has been established and is being administered by the County Auditor. All monies in said fund shall be applied to the payment of costs and expenses of the acquisition of the Property described in the recital paragraphs of this Resolution.
11. Authority to Sign Contracts; Recordation of Deeds. The Water Agency General Manager is authorized and directed to execute, on behalf of the Water Agency and in the forms on file with the Clerk, the Purchase and Sale Agreement for 2150 West College Ave, the Irrevocable Offer to Dedicate the Trail Easement to the City of Santa Rosa, the Grant Deed for the Property, and the Temporary Construction Easement. The Executive Director of the Commission is authorized and directed to execute, on behalf of the Commission and in the forms on file with the Clerk, the Purchase and Sale Agreement for 2150 West College Ave., the certificate of acceptance required by Government Code Section 27281 for the Grant Deed for the Property, and the Temporary Construction Easement. County Counsel is authorized to direct the recordation of all instruments as may be necessary to effectuate the purposes of this Resolution.
12. Authority to Administer Purchase and Sale Agreement. The Executive Director of the Commission and the General Manager of the Water Agency are authorized to take all actions necessary to administer the Purchase and Sale Agreement so as to complete the purchase and sale of the Property in the manner contemplated by the Agreement.

Resolution #

Date:

Page 6

13. Escrow Instructions; Necessary Documents. County Counsel is directed to prepare and deliver appropriate escrow instructions and other necessary documents to Fidelity National Title Company to complete the transaction described in this Resolution. The General Manager of the Water Agency and the Executive Director of the Commission are authorized to sign all closing documents on behalf of their respective agencies and to execute any other documents necessary to complete this transaction as described, including, without limitation, making any technical, non-substantive changes in closing documents with the prior approval of County Counsel.

14. Costs of Escrow. At the request of the Executive Director of the Commission, the County Auditor shall draw a warrant or warrants against available funds in the 2150 W. College Ave. Account in an amount not to exceed \$9820.00 payable to First American Title Company for the cost of the title insurance policy to be secured by the Commission and in such other amounts necessary to close escrow and for associated transactional costs requested by the Executive Director.

15. Request for Proposals. The Executive Director of the Commission is authorized to issue a Request for Proposals for development of housing on the Property once the Commission has acquired the Property.

Supervisors:

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

So Ordered.

Directors:

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

So Ordered.

Commissioners:

Gorin:	Rabbitt:	Gore:	Hopkins:	Zane:
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Resolution #

Date:

Page 7

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: 32
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: June 20, 2017

Vote Requirement: Majority

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

Staff Name and Phone Number:

Alegría De La Cruz 565-6115
Sita Kuteira 565-3771

Supervisory District(s):

Third

Title: Graton Rancheria Low Income Housing Development Agreement

Recommended Actions:

Authorize the Chair to execute a Local Cooperative Agreement with the Federated Indians of Graton Rancheria for two single family homes in Southeast and Southwest Santa Rosa to assist in the creation of Low Income Indian Housing.

Executive Summary:

The Federated Indians of Graton Rancheria (Tribe) has acquired property in southern Santa Rosa with federal assistance provided under the Native American Housing Assistance and Self-Determination Act (Act) to develop affordable housing for tribal members. The proposed Local Cooperation Agreement would satisfy requirements under the Act, and sets forth the steps to secure the necessary property tax exemption and further our mutual interest in increasing affordable housing opportunities for low income persons and families residing in the County. This Agreement is necessary for the Tribe to qualify for federal affordable housing development funds and would result in a loss of approximately \$1135 from the County's tax revenue.

Discussion:

The Federated Indians of Graton Rancheria (Tribe) is a federally-recognized tribe which consists of approximately 1,300 members of Coast Miwok and Southern Pomo descent. Like many others who live in Sonoma County, Tribe members struggle to find available and affordable housing. This Agreement would facilitate the creation of affordable units for tribal members, and the ability of the Tribe to access critical federal resources to support these efforts.

The Native American Housing Assistance and Self-Determination Act of 1996 (Act) provides block grants to federally recognized Indian Tribes to undertake affordable housing activities. Using these funds, the Tribe has acquired real property located in the County to provide affordable low income housing for

members of the Tribe on tribally-owned fee land. Unlike trust land, which is, by operation of law, removed from the jurisdiction of the County, tribally-owned fee land is still subject to local government jurisdiction, including property taxes. However, the Act prohibits the Tribe from using block grants for rental or lease-purchase housing for low income tribal members unless the local government with jurisdiction over the proposed housing sites (here, the County) enters into an agreement with the Tribe for local cooperation (“Local Cooperation Agreement”).

The Act also prohibits tribes from paying any real and personal property taxes levied or imposed by any State, city or county on lease-purchase homeownership units assisted with these funds and owned either by a tribe or a Tribally Designated Indian Housing Authority Entity (TDHE). California tax law (Section 237 of the California Revenue and Taxation Code) exempts from taxation property that is owned and operated by a tribe that is continuously available to, or occupied by, lower income households (making under \$66k/year for a family of four, with rental prices for an affordable three bedroom home at \$1410). Section 237 permits a tribe to agree to make payments in-lieu of property taxes for each unit that falls under the exemption.

Here, the County is the local government with taxing jurisdiction over any proposed housing sites purchased in fee by the Tribe located within County boundaries and which receive County Services. The purpose of this Agreement is to satisfy the requirements of the Act for a Local Cooperation Agreement, and to further the Tribe and the County’s mutual interest in increasing affordable housing opportunities for low income persons and families residing in the County. The Agreement only applies to two single-family homes which were acquired by the Tribe with funds pursuant to the Act, and upon which the Tribe will administer housing units for rent to low income households during the term of this Agreement.

The Tribe shall annually file claim for the exemption with the County Assessor, as well as show that there is a legally binding document that the property be restricted to low income tenants. Upon approval of the exemption, the County Auditor shall generate an annual tax bill with any applicable direct charges and a line item for the payment in lieu of taxes (PILOT). The Tribe shall pay to the County Tax Collector a PILOT payment of \$150 per dwelling unit owned by the Tribe and leased to a low income family on the Tribe’s fee-owned land in the County. The PILOT payment shall be subject to federal, state, and local laws applicable to property taxes, including penalties and penalty interest on delinquent amounts. There shall be no difference in the kind of services that the County provides to the Property or inhabitants of the Property that the County provides to other similarly situated property and inhabitants in the County. In order to receive any County Services for which user fees are normally charged, the Tribe shall pay such fees and charges, as well as special assessments for local improvements (such as sewer, water and road maintenance assessments), service charges, and any direct charges applicable to the Property.

The Agreement shall remain in effect for three (3) years from its effective date, and shall automatically renew at the end of each term for successive one (1) year terms. The affordability restrictions on the properties will remain in place for the remaining useful life of the property for as long as it is owned by the Tribe, as determined by the U.S. Secretary of Housing and Urban Development.

Prior Board Actions:

None.

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

Providing affordable housing for Sonoma County residents, supporting tribal self-determination, and facilitating federal resources for increased affordable housing for tribal members promotes health and wellbeing throughout the County.

Fiscal Summary

Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			

Funding Sources

General Fund/WA GF		-1135	-1135
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources		-1135	-1135

Narrative Explanation of Fiscal Impacts:

Property 1: 2139 Onyx Way, Santa Rosa, California: APN 044-360-052-000: Prop 13 (1%) Tax = \$5549 (of which County General receives approximately \$785 after ERAF shift)

Property 2: 2786 Cumberland Street, Santa Rosa, California: APN 043-320-062-000: Prop 13 (1%) Tax = \$4141 (of which County General receives approximately \$650 after ERAF shift)

With the receipt of the PILOT payments, the total fiscal impact is a net loss of \$1135.00.

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: Proposed Local Cooperation Agreement between the Federated Indians of Graton Rancheria and the County of Sonoma
Related Items "On File" with the Clerk of the Board:

LOCAL COOPERATION AGREEMENT FOR LOW INCOME INDIAN HOUSING

This Local Cooperation Agreement (“Agreement”) is made and entered into between the Federated Indians of Graton Rancheria, a federally recognized Indian Tribe (“Tribe”) and the County of Sonoma (“County”), a political subdivision of the State of California, together referred to as the Parties.

RECITALS:

A. The Native American Housing Assistance and Self-Determination Act of 1996, 25 U.S.C. §4101 et seq. (“NAHASDA”) provides block grants to federally recognized Indian Tribes to undertake affordable housing activities.

B. The Tribe has acquired real property located in the County for the purpose of developing, constructing, and maintaining affordable low income housing for members of the Tribe on tribally-owned fee land.

C. NAHASDA prohibits the Tribe from using NAHASDA block grants for rental or lease-purchase housing for low income tribal members unless the local government with jurisdiction over the proposed housing site or sites enters into an agreement with the Tribe for local cooperation (“Local Cooperation Agreement”). (25 U.S.C. § 4111(c))

D. NAHASDA also prohibits tribes from paying any real and personal property taxes levied or imposed by any State, city or county on lease-purchase homeownership units assisted with IHBG or United States Housing Authority of 1937 funds and owned either by a tribe or a Tribally Designated Indian Housing Authority Entity (TDHE). (25 U.S.C. §4111(d) and 24 C.F.R. §10000.240)

E. Section 237 of the California Revenue and Taxation Code exempts from taxation property that is owned and operated by a tribe that is continuously available to, or occupied by, lower income households, as defined in Section 50079.5 of the Health and Safety Code or applicable federal, state, or local financing agreements, at rents that do not exceed those prescribed by Section 50053 of the Health and Safety Code, or rents that do not exceed those prescribed by the terms of the applicable federal, state, or local financing agreements or financial assistance agreements (“Tribal Housing Exemption”). Section 237 permits a tribe to agree to make in-lieu payments to a county for services, including but not limited to police and fire protection, roads, water and sewage (“County Services”), so long as the payments do not exceed the estimated cost of the County Services provided.

F. For purposes of this Agreement, the County is the local government with taxing jurisdiction over any proposed housing sites purchased in fee by the Tribe located within County boundaries and which receive County Services. Parties acknowledge that this Agreement does not apply to tribally-owned housing units in the County that are located in a municipality or jurisdiction with which the Tribe has entered into a separate Local Cooperation Agreement.

G. The purpose of this Agreement is to satisfy the requirements of NAHASDA for a Local Cooperation Agreement, thereby furthering the Parties’ mutual interest in increasing affordable housing opportunities for low income persons and families residing in the County.

AGREEMENT:

In reliance upon these recitals and the contents of this Agreement, the Parties agree as follows:

1. The recitals above are hereby made a part of this Agreement. This Agreement applies to the Property identified in Exhibit A to this Agreement, subject to the restrictions under Section D of the recitals, that are acquired in fee simple by the Tribe with NAHASDA funds and upon which property the Tribe has or will construct, own, or administer housing units for rent to low income households as defined in NAHASDA during the term of this Agreement (the “Property”).

2. Tribe shall annually file claim form BOE-237, Exemption of Low-Income Tribal Housing, and form BOE-237-A, Supplemental Affidavit for BOE-237, Housing—Lower-Income Households Eligibility Based on Family Income (Yearly Filing) with the County Assessor.

3. Pursuant to California Revenue & Taxation Code section 237, the Tribal Housing Exemption may not be granted unless the Tribe has submitted the following documents to the County Assessor:

- a. Documents establishing that the Tribe is federally recognized;
- b. Documents establishing that the housing entity has been designated by the Tribe (if applicable); and
- c. Documents establishing that there is a deed restriction, agreement, or other legally binding document requiring that the property be used in compliance with Section 237(a)(2)(A).

4. Upon approval of the Exemption, the County Assessor shall generate an annual tax bill with any applicable direct charges and a line item for the payment in lieu of taxes (“PILOT”).

5. The Tribe shall pay to the County Tax Collector a PILOT payment of \$150 per dwelling unit owned by the Tribe and leased to a low income family on the Tribe’s fee-owned land in the County. The PILOT payments shall be made at the time when real property taxes would be paid if the property were not subject to the Tribal Housing Exemption. In the event that the Tribe fails to make any PILOT payments when due, the penalties and penalty interest on delinquent amounts which would be applicable to the tax payments on the properties but for the exemption described in this Agreement shall apply. For purposes of this Agreement, the term “dwelling unit” refers to each individual housing unit or home, or as otherwise defined under NAHASDA.

6. The County shall furnish or cause to be furnished the same County Services to the Property or inhabitants of the Property that the County provides to other similarly situated property and inhabitants in the County. In order to receive any County Services for which user fees are normally charged, the Tribe shall pay such fees and charges.

7. In addition to the payments provided for above, the Tribe shall pay special assessments for local improvements (such as sewer, water and road maintenance assessments)

and direct charges to the extent that such special assessments are not deemed to be real property taxes under California law and to the extent the other organizations which are exempt by law from California real property taxes would be required to pay such special assessments and direct charges; provided that, such special assessments and direct charges do not exceed the actual value of services provided. In addition, nothing in this Agreement shall be deemed to negate any obligation the Tribe or any of its tenants have under law to pay periodic service charges (which are not real property taxes) for the furnishing of governmental services such as water and utilities.

8. Payments by Tribe to the County under paragraph 5 shall not exceed the amount of taxes which would have been paid on the Property for such year if the Property were not exempt from taxes.

9. In the event 25 U.S.C. section 4111 is amended to increase, decrease, or otherwise modify the formula for the in-lieu payments provided for herein, the Parties agree to act in good faith to renegotiate said in-lieu payments in view of such changes.

10. This Agreement shall remain in effect for three (3) years from the effective date of this Agreement. This agreement shall be renewed automatically at the end of each term for successive one (1) year terms unless either party gives written notice of its intention not to renew at least sixty (60) days before expiration of the current term.

11. Parties shall make their best efforts to resolve any disputes specifically arising under this Agreement by good faith negotiations whenever possible and shall meet and confer in good faith to resolve any such disputes.

12. In the event a dispute arising under this Agreement remains unresolved despite the Parties' best efforts, the Parties agree to at least three (3) hours of mediation facilitated by a mediator mutually agreeable to Parties. The parties agree to share equally in the costs of the mediation. If mediation is unsuccessful in resolving one or both Parties' grievances, then Parties may pursue their claims in the Small Claims Court of Sonoma County.

13. The sovereign immunity of the Tribe shall continue in full force except to the extent that it is expressly waived by this Agreement. Members of the Tribal Council and officials, employees, and agents of the Tribe or any other wholly-owned tribal entity, instrumentality or department remain immune from suit for actions taken during the course and within the scope of their duties in their respective roles.

Pursuant to the terms and conditions of General Council Resolution No._____, and subject to the provisions of this section, the Tribe expressly and irrevocably waives its sovereign immunity (and any defenses based thereon) in favor of the County, but not as to any other person or entity, for any breach of this Agreement and not as to any other action, matter or dispute. The Tribe does not waive its sovereign immunity with respect to (i) actions by third parties; or (ii) disputes between the Tribe and the County other than a breach of this Agreement. The waiver of sovereign immunity by the Tribe as agreed to in this section shall be further limited to the County's right to collect unpaid PILOT payments that may be owed by the Tribe under the terms of this Agreement. In no instance shall the County be entitled to special, incidental, indirect, consequential or punitive damages.

14. This Agreement constitutes the entire agreement between Parties concerning the subject matter of the Agreement. This Agreement supersedes all prior and contemporaneous agreements not specifically identified in this Agreement, and all prior representations and understandings of the Parties, which are merged into this Agreement.

15. No supplement, modification, waiver or amendment with respect to this Agreement shall be binding unless executed in writing by both parties.

16. The Parties may execute two or more duplicate originals of this Agreement, each bearing the original signatures of the parties. When so executed, each such duplicate shall be admissible as evidence of the terms of the agreement between the parties.

16. The signatories to this Agreement warrant and represent that they have authority to execute this Agreement and to bind the parties on whose behalf they execute this Agreement.

17. The Parties hereto shall reasonably cooperate with each other, including executing all necessary further documents, if any, to carry out the purpose and intent of this Agreement.

18. All notices required by this Agreement shall be deemed to have been given when made in writing and delivered or mailed to the respective Parties and their representatives at their respective addresses as set forth below or such other addresses as they may provide to the other Party from time to time:

For the County:

County Counsel
Office of the Sonoma County Counsel
575 Administration Drive
Santa Rosa, CA 95403
ATTN: County Counsel
Tel: (707) 565-2421
Fax: (707) 566-2624

575 Administration Drive
Santa Rosa, CA 95403
ATTN: County Administrator
Tel: (707) 565-2431
Fax: (707) 565-3778

With copies to:
County Administration
For the Tribe:

Federated Indians of Graton Rancheria
6400 Redwood Drive, Suite 300
Rohnert Park, CA. 94928
ATTN: Chairperson
Tel: (707) 566-2288
Fax: (707) 566-2291

With copies to:
Maier Pfeffer Kim Geary & Cohen, LLP
1970 Broadway, Suite 825
Oakland CA 94612
ATTN: Jenny Kim, Esq.
Tel: (510) 835-7910
Fax: (510) 835-3040

Either party may change the address to which notices must be sent by providing notice of that change as provided in this paragraph.

19. No party may assign, directly or indirectly, all or part of its rights or obligations under this Agreement without the prior written consent of the other parties.

20. This Agreement shall not become effective unless and until the following events have occurred:

(i) this Agreement has been approved by the County Board of Supervisors of the County, approved as to form by County Counsel and executed and delivered by the County; and

(ii) this Agreement and any limited waivers of sovereign immunity included herein have been approved by the Tribal Council and General Council of the Tribe, approved as to form by legal counsel to the Tribe, and executed and delivered by the Tribe.

The effective date of this Agreement shall be the date of the last signature or approval required under this section.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the effective date set forth above.

SONOMA COUNTY, CALIFORNIA

Date: _____, 2017

By: _____

Name: _____

Its: Chair of the Board of Supervisors

APPROVED AS TO FORM BY COUNTY COUNSEL

Date: _____, 2017

By: _____

Bruce Goldstein
County Counsel

FEDERATED INDIANS OF GRATON
RANCHERIA

Date: _____, 2017

By: _____
Greg Sarris
Chairperson

APPROVED AS TO FORM BY LEGAL
COUNSEL FOR THE TRIBE

Date: _____, 2017

By: _____
Jenny Kim, Esq.
Maier Pfeffer Kim Geary & Cohen, LLP

Exhibit A
Local Cooperation Agreement for Low Income Indian Housing

Property owned by the Federated Indians of Graton Rancheria subject to the Local Cooperation Agreement for Low Income Indian Housing entered into by the County of Sonoma and Federated Indians of Graton Rancheria:

1. 2786 Cumberland Street, Santa Rosa, California: APN 043-320-062-000
2. 2139 Onyx Way, Santa Rosa, California: APN 044-360-052-000



County of Sonoma
Agenda Item
Summary Report

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

Agenda Item Number: 33
(This Section for use by Clerk of the Board Only.)

To:

Board Agenda Date: June 20, 2017

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor Susan Gorin, 565-3752

Supervisorial District(s):

First District

Title: Fee Waiver

Recommended Actions:

Approve Fee Waiver in the amount of \$632.00

Executive Summary:

Kenwood July 4th Hometown Parade is an annual event put on by an all-volunteer group led by the Kenwood Community Club. There are no entry fees charged and it is not a fund raising event. The intent of the parade is to provide a fun, fee, community based celebration of our Nation's birthday.

Discussion:

Prior Board Actions:

This fee was waived in 2014, 2015, and 2016

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		632.00	
Total Expenditures		632.00	
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies		632.00	
Total Sources		632.00	
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:			
Fee waiver application and related exhibits.			
Related Items “On File” with the Clerk of the Board:			

SUBMIT TO:
 Board of Supervisors
 575 Administration Dr, Ste 100A
 Santa Rosa, CA 95403

COUNTY OF SONOMA

For Board of Supervisors Use Only

Fee Waiver/Board Sponsorship Request Form

1. Contact information for individual requesting fee waiver/sponsorship:

Name: Rdoin L Stoecker
First Middle Last
 Mailing Address: 314 Warm Springs Rd. Kenwood CA 95452
Number, Street, Apt/Suite City State Zip
 Phone: (650) 996-4575 Email: rdoin.stoecker@uph00.com
Area Code, Number

2. Name of Community Based Organization, Non-Profit, or Government Agency for which fee waiver/sponsorship is requested:

Name: Kenwood Community Club, Inc.
 Mailing Address: P.O. Box 275 Kenwood CA 95452
Number, Street, Apt/Suite City State Zip
 Phone: 707 833-5190 Email: board@kenwooddepot.com
Area Code, Number

3. Please indicate by check mark the supervisory district in which the organization or agency submitting this request is located, where the project/activity/event will be held, and the district office to whom you would like to submit this request:

Board Member and District	Susan Gorin District 1	David Rabbitt District 2	Shirlee Zane District 3	James Gore District 4	Lynda Hopkins District 5
Entity or organization location (select all that apply)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Project/activity/event location (select all that apply)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
District office to receive request (select only one)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

4. Type of Community Based Organization, Non-profit, or Government Agency for which the fee waiver/sponsorship is requested:

- City Special District Other Local Government
 School Non-profit or CBO

Other (please specify): _____

5. Please provide a description of the project/activity/event for which a fee waiver/sponsorship is being requested on a separate sheet of paper. Please include the number of individuals who will participate or be served, etc.

6. Please indicate if this is a one-time or annual event: One Time Annual

7. Type and amount of fee waiver/sponsorship requested. Please list all County fees you are requesting be waived/sponsored in conjunction with this project/activity/event. Please attach a copy of an estimate or receipt from the County Department or Veteran's Building Operator documenting the amount of each fee you are requesting be waived/sponsored.

Department Assessing Fee	Type of Fee	Amount of Fee
PRMD	Special Events Parade	\$632.00

8. If your Community Based Organization, Non-Profit, or Governmental Agency has received a fee waiver/sponsorship for a similar project/activity/event in the past, please list below:

Date of Fee Waiver	Department Assessing Fee	Type of Fee	Amount of Fee
6 / 1 / 2016	PRMD	Special Events Permit	\$608.00
5 / 1 / 2015	PRMD	Special Events Permit	\$586.00
4 / 16 / 2014	PRMD	Special Events Permit	\$586.00
4 / 16 / 2013	PRMD	Special Events Permit	\$586.00

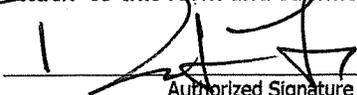
9. Does the organization or agency for which the fee waiver/sponsorship is requested receive funding from any of the following sources? If so, please specify:

- Property Tax
- Sales Tax
- Special Assessment
- User Fees

Other (please specify): Entirely funded by local citizens; no entry fees are charged, nor is it a fundraiser.

10. If you checked any of the boxes in number 9 above, please provide an explanation and supporting documentation regarding the inability of the organization or agency to pay the fees which you are requesting be waived/sponsored. Please attach to this form and submit with your request.

11. Will the organization or agency be charging an entry fee or be requesting a donation for the project/activity/event for which you are requesting a fee waiver/sponsorship? If so, please provide an explanation detailing why the fees to be waived/sponsored cannot be recovered through the entry fee. Please attach to this form and submit with your request.



 Authorized Signature
 5/28/16

 Date

Volunteer

 Title

Sonoma County Permit & Resource Management Department
Encroachment and Transportation Services

Adopted by Board of Supervisors Ordinance No. 6150, Effective 07/01/2016

Transportation Permits

Fee ID Description	Fee Amount
0411 Overwidth/Overheight (each)*	\$ 16.00
0409 Overwidth/Overheight Blanket Permit*	\$ 90.00
0416 Transportation Permit Special Service (per hour)	\$ 50.00

Encroachment Plan Check

Fee ID Description	Fee Amount
0419 Encroachment - No Site Evaluation	\$ 206.00
0419 Encroachment - with Site Evaluation	\$ 400.00
0106 Additional Plan Check / Revision Review (1/2-hour minimum, \$141.00 per hour)	\$ 70.00
3804 Public Works Plan Check	\$ 228.00
0706 Engineering Review - Minimum Counter Clearance	\$ 85.00

Encroachment Permit / Inspection

Fee ID Description	Fee Amount
0420 Encroachment Inspection (If inspection fee is >\$5,000, fee will be charged at cost**, minimum deposit)	\$ 5,000.00
0420 Encroachment Inspection - Natural Gas Pipeline Services; Curb, Gutter & Sidewalk; Paving Improvements (per first 100 lineal feet)	\$ 1,016.00
Per additional 100 feet or fraction thereof	\$ 507.00
0420 Bell Hole for Natural Gas Service (up to four (4) bell holes within 1,000 feet on the same street or road)	\$ 390.00
0420 Borings (up to four (4) borings within 1,000 feet on the same street or road)	\$ 488.00
0420 Driveway Apron Only	\$ 635.00
0420 Fences, Signs, Landscaping, Mailboxes, Well collars, etc. (per location, not per structure)	\$ 508.00
0420 Minor work within Right-of-Way (14-inch sidewalk drain, pave only driveway, etc.)	\$ 206.00
0420 Annual Water or Utility District Blanket Permit (at cost**, minimum deposit)	\$ 901.00
0107 Reinspection (1-hour minimum, \$124.00 per hour)	\$ 124.00
0108 Late / Overtime Inspection Fee	up to an additional 50% of inspection fee
0109 Work Without Permit	up to an additional 100% of inspection fee
0740 NPDES - Encroachment (required on all permits)	\$ 43.00
3807 Public Works Construction Inspection (at cost**, minimum deposit)	\$ 550.00

Encroachment - Special Event Permits

Fee ID Description	Fee Amount
0406 Athletic Event - Minimal Impact \$ 63.00
0406 Athletic Event - Low Impact \$ 126.00
0406 Athletic Event - Moderate Impact \$ 632.00
0406 Athletic Event - High Impact \$ 891.00
0407 Athletic Event - Inspection	at cost**
0412 Filming, Parades, Carnivals - Permit \$ 632.00
0412 Filming, Parades, Carnivals - Inspection	at cost**

Other Fees

Fee ID Description	Fee Amount
0417 Traffic Mitigation Fee Determination (non-residential only) \$ 351.00

*Fees are established in accordance with the State of California Vehicle Code Division 15, Chapter 5, Article 6, Section 35795 "Permit Fee" and the State of California Code of Regulations, Title 21, Sec. 1411.3.

**APPLICATIONS CHARGED AT COST – Fees for projects identified within this fee schedule as "CHARGED AT COST" will be charged on an actual cost basis. A minimum fee, as specified within Ordinance No. 6102, shall be required at the time the application for each such project is submitted. After staff review of the application, a preliminary estimate of costs will be provided to the applicant if the costs are expected to exceed the minimum fee. In this case an additional fee will be required prior to completion of work on the project. Minimum initial "At Cost" deposit is nonrefundable. Revisions to previously approved projects remain "At Cost".

Attachment A

Fee Waiver Request Form:
Kenwood July 4th Hometown Parade ~~2017~~ 2017

Supporting explanations for questions # 5, 9,10, & 11

For many years, the Kenwood July 4th Hometown Parade was associated with the annual Pillow Fights and its sponsor, the Kenwood Fire Department. Then, the Pillow Fights ended and along with it, the parade.

A community group briefly started the parade again, but in 2010 there was again no one to organize it, and again, there was no parade, a big disappointment to the community. In 2011, a new group of volunteers stepped forward to continue this important Kenwood institution, and it successfully continued in 2012, 2013, and 2014. Planning has again been underway for the July 4th, 2017 event.

Approximately 100 people march in the parade---kids, adults, animals, community groups, etc. Lots of Kenwood residents and those of surrounding communities (it looked like about 350 last year) line up along the Warm Springs Road parade route to cheer. Along with the Empire Runners foot race and Kenwood Community Church Pancake Breakfast earlier in the day, and with the recent addition of Rotarian-sponsored post-parade festivities in the park, the parade is a key element of our town's 4th of July celebration of the birth of our country.

The entire work of organizing the parade and running it on July 4th is performed by volunteers, and many, many hours are spent on the project. There are no entry fees charged, and it is not a fund raising event, as we want to encourage as much community participation as possible. While the parade is organized under the auspices of the Kenwood Community Club, it too is an all-volunteer nonprofit with extremely limited resources.

The cost of the parade permit is a very large expense for a community-based, all volunteer event. The fee has been waived in previous years, and we respectfully request that the Board of Supervisors do so again.

Thank you for your consideration.

Attachment B

Fee Waiver Request Form:
Kenwood July 4th Hometown Parade ~~2015~~
2017

Supporting explanation for question #7 re County Fees

The fee estimate is based on the PRMD schedule of "Encroachment and Transportation Permit Fees" effective 7-1-14 at category #3, "Special Events", "Parades..." which indicates the parade permit fee is ~~\$500.00~~. (See http://www.sonoma-county.org/prmd/fees/fee_4.pdf, copy attached.)

\$632.00



County of Sonoma Agenda Item Summary Report

Agenda Item Number: 34

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

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

To: Board of Supervisors

Board Agenda Date: June 20, 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: Fee Waiver

Recommended Actions:

Approve waiver of Sheriff's Office and Probation Department fees in the amount of \$2900 for to provide fingerprint services for the Boys and Girls Clubs of Central Sonoma County. (Second District)

Executive Summary:

The Boys and Girls Club of Central Sonoma County delivers upstream programming on many middle-school campuses throughout the County. In addition, for the last several years they have partnered with the Probation Department, opening "The Club" in the Juvenile Hall, for which they received NACO and CSAC awards. Each afternoon their staff delivers evidence-based programming focused on leadership and character development to youth detained in the facility. In addition, through the City of Santa Rosa Measure O funding they also provide targeted re-entry support services to youth released from the Juvenile Hall.

The Boys and Girls Club does not currently receive any funding from the Sonoma County Sheriff's Office or the Probation Department. Recently, the B&GC requested that the Probation Department and Sheriff's Office assist them by waiving their fees for fingerprint services for their agency. Both the Sheriff and the Probation Chief support a waiver of fees for this purpose, but note that they do not have the authority to authorize a waiver. Therefore, the Board is asked to allow the waiver of fees for B&GC applicants who are required to be fingerprinted in order to work for the B&GC.

The B&GC processes between 100-150 applicants annually primarily between March and August in order to fill summer-school and fall school schedules.

This Board item requests authorization for the Sheriff's Office and Probation Department to waive livescan fees in the amount of \$2900.

Discussion:

Prior Board Actions:

Approved Fee waiver in 2015

Strategic Plan Alignment Goal 1: Safe, Healthy, and Caring Community			
Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses	2900		
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	2900		
Narrative Explanation of Fiscal Impacts:			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
None.			
Related Items “On File” with the Clerk of the Board:			
None.			

SUBMIT TO:
 Board of Supervisors
 575 Administration Dr, Ste 100A
 Santa Rosa, CA 95403

COUNTY OF SONOMA

For Board of Supervisors Use Only

Fee Waiver/Board Sponsorship Request Form

1. Contact information for individual requesting fee waiver/sponsorship:

Name: Michelle Edwards
First Middle Last

Mailing Address: 1400 N. Dutton #14 Santa Rosa CA 95401
Number, Street, Apt/Suite City State Zip

Phone: (707) 528 - 7977 Email: medwards@bgccsc.org
Area Code, Number

2. Name of Community Based Organization, Non-Profit, or Government Agency for which fee waiver/sponsorship is requested:

Name: Boys and Girls Club of Central Sonoma County

Mailing Address: 1400 N. Dutton Santa Rosa CA 95401
Number, Street, Apt/Suite City State Zip

Phone: (707) 528 - 7977 Email: medwards@bgccsc.org
Area Code, Number

3. Please indicate by check mark the supervisory district in which the organization or agency submitting this request is located, where the project/activity/event will be held, and the district office to whom you would like to submit this request:

Board Member and District	Susan Gorin District 1	David Rabbitt District 2	Shirlee Zane District 3	James Gore District 4	Lynda Hopkins District 5
Entity or organization location (select all that apply)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Project/activity/event location (select all that apply)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
District office to receive request (select only one)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

4. Type of Community Based Organization, Non-profit, or Government Agency for which the fee waiver/sponsorship is requested:

- City Special District Other Local Government
 School Non-profit or CBO

Other (please specify): _____

5. Please provide a description of the project/activity/event for which a fee waiver/sponsorship is being requested on a separate sheet of paper. Please include the number of individuals who will participate or be served, etc.

6. Please indicate if this is a one-time or annual event: One Time Annual

7. Type and amount of fee waiver/sponsorship requested. Please list all County fees you are requesting be waived/sponsored in conjunction with this project/activity/event. Please attach a copy of an estimate or receipt from the County Department or Veteran's Building Operator documenting the amount of each fee you are requesting be waived/sponsored.

Department Assessing Fee	Type of Fee	Amount of Fee
Sheriff's Office	Live Scan Fee	
Probation Department	Live Scan Fee	
	*based on between 100-150 live scans	\$2,900.00

8. If your Community Based Organization, Non-Profit, or Governmental Agency has received a fee waiver/sponsorship for a similar project/activity/event in the past, please list below:

Date of Fee Waiver	Department Assessing Fee	Type of Fee	Amount of Fee
3 / 10 / 2015	Sheriff/Probation	Live Scan Fee	\$2,000.00
/ /			
/ /			
/ /			

9. Does the organization or agency for which the fee waiver/sponsorship is requested receive funding from any of the following sources? If so, please specify:

- Property Tax
 Sales Tax
 Special Assessment
 User Fees

Other (please specify): _____

10. If you checked any of the boxes in number 9 above, please provide an explanation and supporting documentation regarding the inability of the organization or agency to pay the fees which you are requesting be waived/sponsored. Please attach to this form and submit with your request.

11. Will the organization or agency be charging an entry fee or be requesting a donation for the project/activity/event for which you are requesting a fee waiver/sponsorship? If so, please provide an explanation detailing why the fees to be waived/sponsored cannot be recovered through the entry fee. Please attach to this form and submit with your request.

 Authorized Signature

 Vice President of Youth IMPACT
 Title

 5 / 30 / 2017
 Date

County of Sonoma Agenda Item Transmittal Report

To: Board of Supervisors		As: <input type="checkbox"/> Consent <input type="checkbox"/> Regular	
Board Agenda Date: June 20, 2017		Supervisorial District: Second District	
Department or Agency Name(s): Board of Supervisors			
Title:			
Fee Waiver			
Recommended Action:			
Approve waiver of Sheriff's Office and Probation Department fees in the amount of \$2900 for to provide fingerprint services for the Boys and Girls Clubs of Central Sonoma County. (Second District)			
This Item Requires: (Check appropriate boxes)			
<input type="checkbox"/> Requests Gold Resolution <input type="checkbox"/> Presented at Board <input type="checkbox"/> Off-site presentation <input type="checkbox"/> Public Appearance Anticipated If yes, Lobby chairs needed? <input type="checkbox"/> Yes <input type="checkbox"/> No			
For all Regular agenda items, or if one of the two boxes above are checked, you must complete item 1 and 2 under "Special Instructions".			
<input type="checkbox"/> Budgetary Adjustment Resolution <input type="checkbox"/> Position Allocation List Change(s)			
If one of these two boxes are checked, please see appendix D for specific Action Language,			
<input type="checkbox"/> PowerPoint If a PowerPoint presentation is planned, please see Section 6 of the instructions for printing requirements, and submit the PowerPoint as an attachment with your original submission.			
Special Instructions to Clerk of the Board:			
1. Presenters names and titles:			
2. Anticipated length of item:			
3. Publication Instructions:			
4. Document Processing:			
5. Other:			
County Counsel approval: Printed Name:		Signature: Date:	
Department Head approval: Printed Name:		Signature: Date:	
Department Head approval-if Joint Item: Printed Name:		Signature: Date:	

Department Head approval-if Joint Item:
Printed Name:

Signature:
Date:

Department Head approval-if Joint Item:
Printed Name:

Signature:
Date:



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 35
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: June 20, 2017

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

James Gore 707-565-2241

Supervisorial District(s):

Fourth District

Title: Fee Waiver

Recommended Actions:

Approve request for Kiwanis Club of Cloverdale Foundation a fee waiver in the amount of \$2,007 for the Zoning Permit Level III fee, The Environmental Review CEQA Exemption fee, the Health Review Served by Public Utilities fee, and the Technology Enhancement Fee Permit Type III Fees for the Cloverdale Kiwanis Vineyard Races which will serve as a fundraiser to provide free reading books to children who reside in Cloverdale.

Executive Summary:

Discussion:

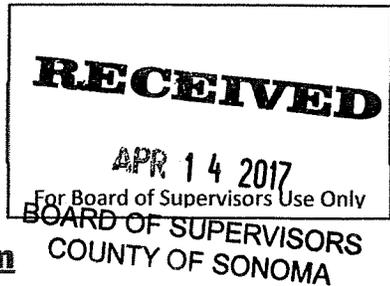
Prior Board Actions:

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

Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses			
Additional Appropriation Requested	2007.00		
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies	2007.00		
Total Sources	2007.00		
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:			
Fee Waiver/Board Sponsorship Form			

SUBMIT TO:
 Board of Supervisors
 575 Administration Dr, Ste 100A
 Santa Rosa, CA 95403

COUNTY OF SONOMA



Fee Waiver/Board Sponsorship Request Form

1. Contact information for individual requesting fee waiver/sponsorship:

Name: Gene Arvid Lile
First Middle Last
 Mailing Address: 308 Elbridge Ave. Cloverdale CA 95425
Number, Street, Apt/Suite City State Zip
 Phone: (007) 888-8437 Email: lilegene71@gmail.com
Area Code, Number

2. Name of Community Based Organization, Non-Profit, or Government Agency for which fee waiver/sponsorship is requested:

Event date: 10/22/17 Name: Kiwanis Club of Cloverdale Foundation
 Mailing Address: P.O. Box 347 Cloverdale CA 95425
Number, Street, Apt/Suite City State Zip
 Phone: (007) 888-8437 Email: lilegene71@gmail.com
Area Code, Number

3. Please indicate by check mark the supervisory district in which the organization or agency submitting this request is located, where the project/activity/event will be held, and the district office to whom you would like to submit this request:

Board Member and District	Susan Gorin District 1	David Rabbitt District 2	Shirlee Zane District 3	James Gore District 4	Lynda Hopkins District 5
Entity or organization location (select all that apply)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Project/activity/event location (select all that apply)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
District office to receive request (select only one)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

4. Type of Community Based Organization, Non-profit, or Government Agency for which the fee waiver/sponsorship is requested:

- City Special District Other Local Government
 School Non-profit or CBO

Other (please specify): _____

5. Please provide a description of the project/activity/event for which a fee waiver/sponsorship is being requested on a separate sheet of paper. Please include the number of individuals who will participate or be served, etc.

6. Please indicate if this is a one-time or annual event: One Time Annual

7. Type and amount of fee waiver/sponsorship requested. Please list all County fees you are requesting be waived/sponsored in conjunction with this project/activity/event. Please attach a copy of an estimate or receipt from the County Department or Veteran's Building Operator documenting the amount of each fee you are requesting be waived/sponsored.

Department Assessing Fee	Type of Fee	Amount of Fee
1160	Zoning Permit Level III	\$1,720.00
1052	Environmental Review CEQA	\$36.00
0334	Health Review Served by Public ^{Exemption}	\$203.00
0140	Technology Enhancement Fee _{Permit Type III}	\$48.00

8. If your Community Based Organization, Non-Profit, or Governmental Agency has received a fee waiver/sponsorship for a similar project/activity/event in the past, please list below: *None*

Date of Fee Waiver	Department Assessing Fee	Type of Fee	Amount of Fee
/ /			
/ /			
/ /			
/ /			

9. Does the organization or agency for which the fee waiver/sponsorship is requested receive funding from any of the following sources? If so, please specify:

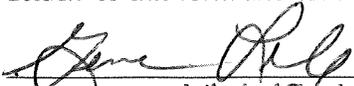
- Property Tax
 Sales Tax
 Special Assessment
 User Fees

Other (please specify): *Participants (runners) pay a registration fee.*

10. If you checked any of the boxes in number 9 above, please provide an explanation and supporting documentation regarding the inability of the organization or agency to pay the fees which you are requesting be waived/sponsored. Please attach to this form and submit with your request.

See attached page

11. Will the organization or agency be charging an entry fee or be requesting a donation for the project/activity/event for which you are requesting a fee waiver/sponsorship? If so, please provide an explanation detailing why the fees to be waived/sponsored cannot be recovered through the entry fee. Please attach to this form and submit with your request.



 Authorized Signature
 4 115117

 Date

President Elect

 Title
Kiwanis Club of Cloverdale

FEE WAIVER/BOARD SPONSORSHIP REQUEST FORM

Event date: 10/22/17

Explanation to questions 10 & 11:

For the past six years, Kiwanis Club of Cloverdale Foundation has partnered with the Dolly Parton Imagination Library Program in providing FREE reading books to children that reside in the Cloverdale Zip Code. Children, from the time they are born until the time they start school, receive a reading book each month (a total of 60 months). Kiwanis Club of Cloverdale started the Cloverdale Kiwanis Vineyard Races (used to be called the Cloverdale 5K, 10K, Half and Full Marathons) to pay for the FREE reading books. At this time, we have over 250 children receiving reading books each month, which is costing Kiwanis around \$5,000 per year. We estimate that if every eligible child were to receive a book, it would cost close to \$10,000/year. So, as you can see this is a very important fundraiser for the Kiwanis Club of Cloverdale and the children that live in Cloverdale.

All the races (5k, 10k, Half & Full Marathons) run through the Gallo vineyards four miles south of Cloverdale on both sides of the freeway. We only use about ¼ mile of county road (Asti Post Office Road), since we moved the races into the Gallo vineyards.

We were informed of the following permit fees:

- Zoning Permit Level III (with Posting/Notice)	\$1, 720.00
- Environmental Review CEQA Exemption	36.00
- Health Review Served by Public Utilities	203.00
- Technology Enhancement Fee Permit Type III	48.00
	<hr/>
Total	\$ 2, 007.00

As you can see, these fees amount to over \$2,000, which would consume a good portion of our profits. Since there is very little encroachment on county property, we hope the Supervisors will approve the waiver.

Thank you,

Gene Lile

500 participants

County of Sonoma Agenda Item Transmittal Report

To: Board of Supervisors		As: <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Regular	
Board Agenda Date: June 20, 2017		Supervisory District: Fourth District	
Department or Agency Name(s): Board of Supervisors			
Title: Fee Waiver			
Recommended Action:			
Approve request for Kiwanis Club of Cloverdale Foundation a fee waiver in the amount of \$2,007 for the Zoning Permit Level III fee, The Environmental Review CEQA Exemption fee, the Health Review Served by Public Utilities fee, and the Technology Enhancement Fee Permit Type III Fees for the Cloverdale Kiwanis Vineyard Races which will serve as a fundraiser to provide free reading books to children who reside in Cloverdale.			
This Item Requires: (Check appropriate boxes)			
<input type="checkbox"/> Requests Gold Resolution <input type="checkbox"/> Presented at Board <input type="checkbox"/> Off-site presentation <input type="checkbox"/> Public Appearance Anticipated If yes, Lobby chairs needed? <input type="checkbox"/> Yes <input type="checkbox"/> No			
For all Regular agenda items, or if one of the two boxes above are checked, you must complete item 1 and 2 under "Special Instructions".			
<input type="checkbox"/> Budgetary Adjustment Resolution <input type="checkbox"/> Position Allocation List Change(s)			
If one of these two boxes are checked, please see appendix D for specific Action Language,			
<input type="checkbox"/> PowerPoint If a PowerPoint presentation is planned, please see Section 6 of the instructions for printing requirements, and submit the PowerPoint as an attachment with your original submission.			
Special Instructions to Clerk of the Board:			
1. Presenters names and titles:			
2. Anticipated length of item:			
3. Publication Instructions:			
4. Document Processing:			
5. Other: Fee Waiver Form and Invoice on File with Clerk			
County Counsel approval:		Signature:	
Printed Name:		Date:	
Department Head approval:		Signature:	

Printed Name:	Date:
Department Head approval-if Joint Item: Printed Name:	Signature: Date:
Department Head approval-if Joint Item: Printed Name:	Signature: Date:
Department Head approval-if Joint Item: Printed Name:	Signature: Date:



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 43
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: June 20, 2017

Vote Requirement: Majority

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

Staff Name and Phone Number:

Kimberly Nguyen, (707)565-7385
Blake Hillegas, (707)565-1392

Supervisorial District(s):

First

Title: Minor Subdivision and Zone Change to Remove B7 (Frozen Lot Size) Zoning

Recommended Actions:

Adopt the Mitigated Negative Declaration, adopt the Resolution approving the Minor 2-Lot Subdivision, and adopt the Ordinance approving the Zone Change.

Executive Summary:

Zone Changes are a legislative action and require a public hearing and action via Ordinance by the Board of Supervisors after receiving recommendations from Planning Commission. The proposed project seeks to recapture one unit of density by subdividing 12.4 acres into one 5.5 acre Parcel 1 and a 6.9 acre Designated Remainder, while also removing the B7 (Frozen Lot Size) Combining District applied in 1990 during a temporary moratorium. The moratorium was later lifted when it was found that the County was not exceeding its growth projections. The project aims to recapture density while remaining consistent with the underlying General Plan Land Use Designation of Rural Residential 5-acre density. The 2-lot Minor Subdivision is also consistent with standards of the Agriculture and Residential District, and the provisions of the Subdivision Map Act.

Discussion:

Action Requested of the Board of Supervisors:

Staff requests that the Board conduct a public hearing and adopt the Mitigated Negative Declaration, adopt the Ordinance approving the proposed Zone Change, and adopt the Subdivision approving the proposed Subdivision, as per the Planning Commission recommendation.

Background:

A temporary moratorium in the Sonoma Valley was established by the Board of Supervisors with Ordinance No. 4105 in 1989. This was due to indicators that growth in the County was far exceeding that anticipated with the General Plan. The moratorium would provide time to complete a study of growth projections in the Sonoma Valley area. Ordinance No. 4105 was extended and amended by Ordinance No. 4150 in February 1990, allowing for specific exceptions to the temporary moratorium. Ordinance No. 4187, adopted in April 24, 1990, extended the moratorium again to allow for the completion of the growth projections study.

The subject parcel was part of a three-lot subdivision MNS90-554 which was approved during the moratorium. This subdivision was allowed to proceed under an exception because the property included three existing residential units and the proposed lot configuration placed one unit on each resulting parcel. To comply with the provisions of the moratorium, the parcels were rezoned with file ZC91-196 to include a B7 Combining District to preclude further subdivision. Ultimately, it was determined that the pace of development was not exceeding the General Plan growth projection, and the temporary moratorium was lifted in 1992 with the adoption of an updated General Plan.

Location, Zoning, and Project Description:

The project site is located at 21260 Hyde Road, near the Town of Sonoma; Supervisorial District No. 1. The parcel consists of approximately 12.4 acres containing a single family home, a secondary residence, tennis court, paved driveways, and landscaping around the buildings. The parcel is bounded by Hyde Road on the west, and by residential properties to the north, east, and south. The zoning for the parcel is currently AR (Agriculture and Residential), B7 (Frozen Lot Size), RC100/50 (Riparian Corridor), VOH (Valley Oak Habitat) District.

The proposed project seeks to recapture one unit of density by subdividing 12.4 acres into one 5.5 acre Parcel 1 and a 6.9 acre Designated Remainder, while also removing the B7 combining zone applied in 1990 during a temporary moratorium. The underlying General Plan designation is RR 5 (Rural Residential 5-acre density), and both subdivided parcels would comply with this designation. The subdivision would accommodate the future construction of a single family residence and a potential accessory dwelling unit on Parcel 1. The existing single family residence and accessory dwelling unit on the Designated Remainder would remain.

Process

The applicant, Vicki Sebastiani, applied for the Subdivision and Zone Change in December 2015 and the project was deemed complete in October 2016. The project was reviewed by the Planning Commission during a public hearing on April 6, 2017. Public notices of the hearing were posted near the project site, and published in the Press Democrat on March 21, 2017. Permit Sonoma staff received several letters in support of the project from neighboring residents.

ISSUES DISCUSSED AT THE PLANNING COMMISSION PUBLIC HEARING

Issue #1: General Plan and Zoning Ordinance Consistency

Permit Sonoma staff has determined the project to be consistent with the goals, objectives, policies, and programs of the General Plan. The project meets General Plan criteria for a subdivision and a change in zoning from B7 to B6-5 acre density because the maximum density of the site was not utilized during the 1990 development moratorium.

The B7 Combining District is generally used when all density is exhausted, and is therefore rarely removed once designated. However, the update of the General Plan maintained the same five-acre zoning density for this project area, and did not remove the B7 Combining District after the temporary moratorium was lifted. The subject parcel bears the RR5 (Rural Residential 5-acre density) General Plan designation, which provides for very low-density residential development at a density of 1 unit per 5 acres on lands that have limited urban services, but have access to County-maintained roads. The resulting proposed 5.5 and 6.9 acre parcels would be consistent with the Rural Residential 5-acre density land use designation and compatible with development in the neighborhood with respect to lot size and land use.

Issue #2: Environmental Determination

Site-specific cultural resource studies, and septic analysis were conducted for the project. Staff referred the project to tribal organizations as per AB52, but received no comment. As documented in the Initial Study, the project, as mitigated, involves no significant environmental impacts. The subdivision design is consistent with the applicable policies and regulations based on the Sonoma County General Plan, and the Subdivision Ordinance. The subdivision and zone change will not be detrimental to the health, safety, peace, comfort and general welfare of persons residing or working in the neighborhood of such use, nor be detrimental or injurious to property and improvements in the neighborhood or the general welfare of the area. No hazardous materials were identified on the project site and conditions of approval require a potable water supply and waste disposal in accordance with local and state regulations. There will be no significant environmental effect resulting from this project because mitigation measures have been incorporated into the project as Conditions of Approval, as identified in the Mitigated Negative Declaration.

Prior Board Actions:

None.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

By removing the B7 (Frozen Lot Size) designation on this parcel, the Board will recapture density that is not currently being used due to the temporary subdivision moratorium in 1990. Returning the B6 (5 acre density) Zone to the parcel is compliant with the existing underlying General Plan Land Use designation, and would allow an additional single-family dwelling and accessory dwelling unit to be built on the resulting Parcel 1.

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:			
N/A			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Draft Board of Supervisors Resolution with Attachment A: Conditions of Approval Draft Board of Supervisors Zone Change Ordinance Attachment B: Planning Commission Resolution No. 17-004 dated April 6, 2017 Attachment C: Planning Commission Staff Report dated April 6, 2017			

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

Mitigated Negative Declaration dated April 6, 2017



County of Sonoma
State of California

Date: June 20, 2017

Item Number: _____
Resolution Number: _____

PLP15-0082 Kimberly Nguyen

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, approving the request for a Minor Subdivision of 12.4 acres into a 5.5-acre Parcel 1 and a 6.9-acre Designated Remainder; for the parcel located at 21260 Hyde Road, Sonoma; APN (126-052-030).

Whereas, a request has been made by the applicant, Vicki Sebastiani, to the Board of Supervisors to approve the request for a Minor Subdivision of 12.4 acres into a 5.5 acre Parcel 1 and a 6.9 acre Designated Remainder, for which an application has been filed with the Sonoma County Permit and Resource Management Department; and

Whereas, a Mitigated Negative Declaration has been prepared for the project in accordance with the appropriate law and guidelines; and

Whereas, a Tentative Map has been referred to interested agencies, and reports and recommendations have been received therefrom

Whereas, at their regularly scheduled meeting on April 6, 2017, the Planning Commission, with a 5-0 vote, recommended that the Board of Supervisors adopt the Mitigated Negative Declaration and approve the requested minor subdivision; and

Whereas, in accordance with the provisions of law, the Board of Supervisors held a public hearing on June 20, 2017 at which time all interested persons were given an opportunity to be heard.

Now, Therefore, Be It Resolved the Board of Supervisors makes the following findings:

- A. The subdivision is consistent with the General Plan because it complies with the AR 5 acre density land use designation and other applicable policies. The subdivision design, and associated improvements are consistent with the General Plan and Subdivision Ordinance because they meet subdivision design standards, including but not limited to, lot design, lot size, lot width, road width, access, water supply, sanitation, storm water, lighting, and landscape requirements. The

Resolution #

Date:

Page 2

design of the subdivision will not conflict with easements, acquired by the public at large, for access through or use of, property within the subdivision because there were no public easements identified on the site.

- B. The subdivision design and associated subdivision improvements are consistent with applicable policies and regulations based on the Sonoma County General Plan, and the Subdivision Ordinance.
- C. The site is physically suitable for the type of development based on the terrain, density and development standards and conditions of the Tentative Map.
- D. The design of the subdivision or the proposed improvements is not likely to cause substantial environmental damage or substantially and avoidably injure fish and wildlife and their habitat, based on conditions placed on the Tentative Map.
- E. Based upon the information contained in the Initial Study included in the project file, it has been determined that there will be no significant environmental effect resulting from this project because mitigation measures have been incorporated into the project as Conditions of Approval. The Mitigated Negative Declaration has been completed in compliance with CEQA State and County guidelines, and the information contained therein has been reviewed and considered.
- F. The subdivision will not be detrimental to the health, safety, peace, comfort and general welfare of persons residing or working in the neighborhood of such use, nor be detrimental or injurious to property and improvements in the neighborhood or the general welfare of the area. No hazardous materials were identified on the project site and conditions of approval require a potable water supply and waste disposal in accordance with local and state regulations.

Be It Further Resolved that the Board of Supervisors designates the Clerk of the Board as the custodian of the documents and other material which constitute the record of proceedings upon which the decision herein is based. These documents may be found at the office of the Clerk of the Board, 575 Administration Drive, Room 100-A, Santa Rosa, California 95403.

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Resolution #

Date:

Page 3

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

SONOMA COUNTY BOARD OF SUPERVISORS

Attachment A Conditions of Approval

Staff:	Kimberly Nguyen	Date:	June 20, 2017
Applicant:	Vicki Sebastiani	File No.:	PLP15-0082
Owner:	Same	APN:	126-052-030
Address:	21260 Hyde Road		

Project Description: Minor Subdivision of 12.3 acres zoned AR (Agriculture and Residential) B7 (Frozen Lot Size) RC 100/50 (Riparian Corridor) VOH (Valley Oak Habitat) into two lots subject to the proposed removal of the B7 combining zone. The B7 was placed on the parcel as part of a former 3 lot subdivision of 20.34 acres designated AR 5 (5 acre density) due to a temporary moratorium in 1990.

The proposed subdivision seeks to recapture density not used in 1990 due to the moratorium and would result in a 5.5 acre Parcel 1 and a 6.9 acre Designated Remainder, subject to rezoning the project site to remove the B7 combining zone. The underlying General Plan designation is RR 5 (Rural Residential 5-acre density). The subdivision would accommodate the future construction of a single family residence and a potential 2nd dwelling unit on Parcel 1. An existing single family residence on Parcel 1 would remain.

GENERAL:

1. Within five working days after project approval, the applicant shall pay a mandatory Notice of Determination filing fee of \$50.00 (or latest fee in effect at time of payment) for County Clerk processing, and \$2,210.25 (or latest fee in effect at time of payment) because a Mitigated Negative Declaration was prepared, for a **total of \$2,260.25 made payable to Sonoma County Clerk** and submitted to PRMD. If the required filing fee is not paid for a project, the project will not be operative, vested, or final and any local permits issued for the project will be invalid (Section 711.4(c)(3) of the Fish and Game Code.) NOTE: If the fee is not paid within five days after approval of the project, it will extend time frames for CEQA legal challenges.
2. No construction shall be initiated until plans have been approved by the appropriate entity.
3. All construction shall conform with existing County Design and Construction Standards, Subdivision Ordinance, and State Map Act.
4. Street name and location shall be approved by the Permit and Resource Management Department (PRMD Mapping Section and shall occur prior to Improvement Plan signature or Subdivision Map, whichever occurs first.
5. Utility distribution facilities, except fire hydrants, and street lights shall be placed underground. Appropriate easements shall be provided to facilitate these installations.
6. Prior to recording the map, the applicant shall complete an apportionment of assessment and pay necessary fees to process apportionment to the Sonoma County Treasurer's Office, or the City, or applicant shall pay off in full all special assessments.
7. These conditions must be met and the application validated within 24 months unless a request for an extension of time is received before the expiration date.

BUILDING:

8. A grading permit shall be obtained from PRMD prior to the start of any earthwork, unless exempted under the most recent California Building Code (CBC). The grading plan, prepared by

a civil engineer who is registered by the State, shall be submitted for review and approval by PRMD prior to grading permit issuance. Any structures to be constructed as part of the required grading, such as retaining or sound walls, shall require separate building applications and permits.

SURVEYOR:

9. A Parcel Map/Final Map, as defined in the State Subdivision Map Act and prepared by a licensed surveyor or civil engineer, showing all Parcels, and easement(s) shall be filed with the Sonoma County Surveyor. Upon recording of the map, the Subdivision is valid.
10. This subdivision was approved and a finding of site suitability was made based on the affirmative representation of the subdivider or applicant that he has the necessary public utility easements to serve the proposed subdivision. Without this representation, the subdivision would not have been approved. Applicant shall provide the recorded documents to the County Surveyor satisfactorily showing that he has the above public utility easements or letters from all necessary public utilities shall be submitted showing their ability to serve the proposed subdivision and evidence indicating that a satisfactory agreement has been entered into for such service. If proof of the necessary public utility easements is not shown, no subdivision map shall be recorded. The County will not exercise its power of eminent domain to condemn the necessary public utility easements if none exists.
11. This subdivision was approved and a finding of site suitability was made based on the affirmative representation of the subdivider or applicant that he has legal access to the parcel being subdivided and has the necessary property rights to make all required off site improvements. Without this representation, the subdivision would not have been approved. Applicant shall provide the recorded documents to the County Surveyor satisfactorily showing that he has the above property rights and that the parcel has legal access, with a minimum width of 25 feet to a County maintained road. If proof of legal access and the other necessary property rights is not shown, no subdivision map shall be recorded. The County will not exercise its power of eminent domain to condemn the necessary access or property rights if none exists.
12. The County acknowledges that there may be an existing private access roadway for this proposed subdivision. However the project/subdivision is being conditioned for access from the nearest public road to the furthest proposed lot. Conditions allowing mitigation of some or all of that requirement follow the conditions requiring the improved access.
13. The subdivider shall retain a registered civil engineer to prepare road construction and drainage plans in accordance with the current adopted Fire Safe Standards Ordinance, Sonoma County Subdivision Ordinance and the following:
 - a. Construct, or provide, a private road from Hyde Road to Parcel 1 as shown on the tentative map dated December 30, 2015. The road shall have an Asphaltic Concrete surface at least 0.20 feet thick and be 18 feet wide, with 2 foot shoulders. The structural section of the road improvements shall be designed using a soils investigation which provides the basement soils R value and expansion pressure test results. A copy of the soils report shall be submitted with the first set of improvement plan check prints. The traffic index to be used for the design is "4". The designer may use an R value of "5" and a T.I. of "4" if he wishes to waive the soils investigation for the road section design. After plan approval, the subdivider shall construct the required improvements as shown on said plans. These requirements are the minimum. It is the design engineer's responsibility to design an adequate road for it's intended use.
 - b. All engineering plans shall be drawn to a scale no smaller than 1" = 40 feet, shall show contours and cross sections at a minimum of every 50 feet and extend at least 50 feet

each side of the road.

- c. The easement shall be widened as necessary to contain the road base, all cuts and fills and the required side drainage.
 - d. A grading permit shall be obtained prior to the start of any earthwork.
 - e. Any roadway structure plans approved by the PRMD shall be attached to, and become a part of, the subdivisions improvement plans.
14. Prior to the issuance of a building permit or the recording of the final/parcel map, which ever occurs first, all roads necessary to access the subdivision shall be named if they serve 3 parcels or more (new or existing parcels). All newly named roads must connect to an existing road with an approved name. A road sign shall be posted at all intersections on the existing and/or new access roads. The signs shall meet the Sonoma County Department of Transportation and Public Works standards. All road names and addresses used will have to be approved by the PRMD. This condition may be altered or waived with written approval of the County Fire Chief, the PRMD and the County Surveyor. Any alteration or waiver of this condition may require other conditions to mitigate the required road standards. NOTICE! You will be charged a fee for processing and approval of a road name application.
 15. If the offsite access road is exempt from Fire Safe Standards, the road shall be inspected by the Fire Marshall to assure that emergency equipment can traverse the road safely. The Fire Marshall and/or PRAC may require the applicant to make improvements which meet CEQA safety requirements and may include but are not limited to widening, turnouts and surfacing. These improvements shall meet Fire Safe Standards and plans for the said improvements shall be submitted to the County Surveyors Office for review and approval.
 16. In complying with this condition, the subdivider shall provide the County Surveyor with a Mitigation Request form from the Department of Emergency Services listing the improvements required or stating that the road is acceptable as it exists. If the subdivider is unable to secure the above mitigation form, the subdivision map shall not be recorded.
 17. The subdivider shall either complete all required construction or enter into an improvement agreement and post security with the County of Sonoma, prior to the filing of the subdivision map, agreeing to complete the required construction within 24 months after the filing of the subdivision map. If the required construction is completed prior to the filing of the subdivision map, the subdivider shall enter into an improvement maintenance agreement and post security with the County of Sonoma, to guarantee the improvements for a period of one year.
 18. The width of this/these roads may be altered (12 feet plus 2 foot shoulders is the minimum road width) with written approval of the County Fire Chief and the County Surveyor. Approval of a 12 foot road will require an inspection by the County Fire Chief and may require other conditions to mitigate the required road standards. This mitigation is for width only and cannot mitigate any other road conditions.
 19. If a 12 foot road is approved, In order to provide emergency two way access, passing turnouts shall be constructed at intervals not exceeding 300 feet or at locations approved by the County Fire Chief. The turnouts shall be constructed per the current adopted Fire Safe Standards Ordinance.
 20. The road(s) shall have an All Weather Surface per the current adopted Fire Safe Standards Ordinance.
 21. To ensure adequate emergency vehicle circulation, a turnaround shall be constructed subject to County Fire Chief clearance. Turnarounds may be circular or may be constructed as a

hammerhead. The turnarounds shall be constructed per the current adopted Fire Safe Standards Ordinance. This condition may be altered or waived with written approval of the County Fire Chief and the County Surveyor. Any alteration or waiver of this condition may require other conditions to mitigate the required road standards.

22. A report prepared by a civil engineer which provides sufficient information to demonstrate that the existing private road does meet the Conditions of Approval may be submitted for approval by the County Surveyor. The report shall contain information regarding condition, width, alignment, grade, structural section, compaction, surfacing and any other relevant information necessary to approve the report. If this cannot be demonstrated, the subdivider shall retain a registered civil engineer to prepare road and drainage plans showing how the road is to be up graded to meet the above stated standards. This condition cannot be mitigated by the Fire Marshall.
23. These conditions are not required to be included in the improvement plans with the exceptions of those titled "NOTE ON MAP" and "NOTE ON PLANS".

HEALTH:

Septic:

24. To insure compliance with current State and Federal regulations at the time of recording the map, additional requirements may be imposed by PRMD to supplement sewage disposal conditions listed below as required by government Code section 66498.6 (b). Note that Well and Septic fees are separate from planning fees, and Well and Septic charges per parcel fees for each individual step (pre-perc, percolation testing, wet weather groundwater, plan check, operating permit, etc.).
25. NOTE ON MAP: "All future sewage disposal system repairs involving the sewage disposal area (not the septic tank, risers, sump, solid transmission lines or distribution boxes) shall be completed in the Designated Reserve areas and shall meet Class I Standards. Alternate reserve areas may be designated with the approval of PRMD Well and Septic staff and without a Certificate of Modification, if soil evaluation and testing demonstrate that the alternative reserve area meets or exceeds all of the requirements that would have been met by the original reserve area."
26. NOTE ON MAP: "The area tested for sewage disposal and shown on this map shall be reserved for the construction of future on-site wastewater disposal systems and shall not be encumbered by buildings, roads, soil borrow pits, ponds, parking lots, water wells, easements, or any use incompatible with use as an on-site wastewater disposal system, unless an alternative sewage disposal location on the parcel of similar capability has been tested and accepted by the County as suitable to provide wastewater disposal for a new dwelling, or unless the parcel has been connected to public sewer service."
27. Prior to recording the map, the area tested for sewage disposal shall be shown on the map and shall be free of all encumbrances (building envelopes, roads, easements, etc).
28. A check print of the map shall be submitted to the County Surveyor who will forward it to the Project Review Health Specialist for review and approval of the Health map notes prior to recording the map.
29. Prior to recording the map, the location, type and proper function of the septic system on Parcel 1 shall be verified by a registered Civil Engineer, registered Environmental Health Specialist or C-42 contractor. Septic systems lacking a permit shall be replaced with a permitted system meeting all current standards. Repairs of existing permitted septic systems may be required based on inspection reports. The septic system repairs must meet a minimum of the new system standards in effect at the time of the existing septic system permit and be within the Designated Reserve areas. If reserve areas were not designated (pre-July of 1978 permits), the septic

system shall be repaired to a minimum of Class 3 Standards. All repairs shall be done under permit of this department. The septic system must be located upon the same lot as the house being served by that septic system. The septic system may not serve additional dwelling units on other lots.

30. If Subdivision Improvement Plans are submitted, prior to recording the map, one additional copy of Subdivision Improvement Plans shall be submitted to the Survey and Land Development Section for Well and Septic Section review (fees apply). Subdivision Improvement Plans shall show the outline of all existing and proposed septic tanks, sumps, wastewater disposal areas, reserve wastewater disposal areas and water wells within 100 feet of the proposed on-site and off-site improvements. Any subdivision improvement requiring a cut three feet or deeper within 100 feet of a septic system component shall dimension that distance on the Improvement Plans. All setbacks to existing and proposed septic systems (including septic system reserve areas) shall be met prior to recording the map.
31. NOTE ON MAP: "All private sewage disposal systems shall be designed by a registered Civil Engineer or Registered Environmental Health Specialist" shall be shown on the lots of the map where test results indicate that a system requires such a design.
32. Prior to recording the map, for a mound, pressure distribution, pretreatment units, at-grade, filled land, or shallow sloping sewage system, the applicant shall submit to the Project Review Health Specialist an approved form of Declaration of Restrictions with either a Grant Deed/Straw Transfer or Owner's Statement on the map. Approval by the Project Review Health Specialist of the Draft Declaration of Restrictions form shall be obtained prior to signature and notarization.
33. NOTE ON MAP: "Prior to major grading, landscaping or location of ponds, contact should be made with the PRMD Well and Septic Section with regard to protection of the septic system and reserve area."

Water:

34. Prior to recording the map, Parcel 1 shall be provided with a separate water supply meeting all current standards for annular seal and setbacks."
35. Alternatively, the applicant may complete conditions a. through d. below prior to recording the map:
 - a. A legal Covenant and Easement Agreement acceptable to PRMD shall be drafted to operate and maintain any common water supply system. Contact the Project Review Health Specialist at (707) 565-1924 for requirements. A copy of the Draft Covenant must be reviewed and approved prior to recording the map or Deed.
 - b. Water supply easements shall be shown on the map, and shall be conveyed at the time of property sale.
 - c. Water system plans shall be submitted to the PRMD Project Review Health Specialist for review and distribution to the appropriate PRMD Plan Check Sections, including the Sanitation Section which shall review for compliance with Sonoma County Water System Standards. To the extent practicable, all portions of an existing system shall be shown on the Water System plans, and shall be labeled, "As Built" or "Existing". Repairs of, or additions to the existing water system may be required, based upon the information provided about the existing system.

GRADING AND STORM WATER:

36. NOTE ON MAP: "Prior to issuance of a grading or building permit, the property owner shall

submit any and all required grading/site plans and drainage reports for proposed work to the Permit and Resource Management Department (PRMD) for review. Grading/site plans shall clearly indicate the nature and extent of the proposed work and include erosion prevention/sediment control measures, details, notes, and specifications to prevent damages and to minimize adverse impacts to the environment. Drainage improvements shall be designed in accordance with the Sonoma County Water Agency Flood Control Design Criteria, to maintain off-site natural drainage patterns, and to limit post-development storm water levels and pollutant discharges in compliance with PRMD's best management practices guide. Grading and drainage improvements shall abide by all applicable standards and provisions of the Sonoma County Code and all other relevant laws and regulations."

37. NOTE ON MAP: "All structures requiring a building permit or an agricultural exemption shall adhere to a building setback line measured, from the toe of the stream bank outward, a distance of 2.5 times the height of the stream bank plus 30 feet, or 30 feet outward from the top of the stream bank, whichever distance is greater. If the top of the stream bank cannot be determined by visual analysis, then the building setback line shall be determined by hydraulic analysis."
38. NOTE ON MAP: "Grading and land disturbance shall be setback from streams a minimum of 100 feet from the top of stream bank."
39. Any waterway setbacks, including but not limited to building setbacks, grading setbacks, or riparian corridor setbacks, shall be clearly shown and noted on the subdivision map.
40. Grading and/or building permits require review and approval by the Grading & Storm Water Section of the Permit and Resource Management Department prior to issuance. Grading permit applications shall abide by all applicable standards and provisions of the Sonoma County Code and all other relevant laws and regulations.
41. A drainage report for the proposed project shall be prepared by a civil engineer, currently registered in the State of California, be submitted with the improvement plans, and be subject to review and approval by the Grading & Storm Water Section of the Permit and Resource Management Department. The drainage report shall include, at a minimum, a project narrative, on- and off-site hydrology maps, hydrologic calculations, hydraulic calculations, pre- and post-development analysis for all existing and proposed drainage facilities. The drainage report shall abide by and contain all applicable items in the Drainage Report Required Contents (DRN-006) handout.
42. Drainage improvements shall be designed by a civil engineer, currently registered in the State of California, and in accordance with the Sonoma County Water Agency Flood Control Design Criteria. Drainage improvements shall be shown on the improvement plans and be submitted to the Grading & Storm Water Section of the Permit and Resource Management Department (PRMD) for review and approval. Drainage improvements shall maintain off-site natural drainage patterns, limit post-development storm water levels and pollutant discharges in compliance with PRMD's best management practices guide, and shall abide by all applicable standards and provisions of the Sonoma County Code and all other relevant laws and regulations. Drainage improvements shall not adversely affect adjacent properties or drainage systems.
43. The applicant shall provide improvement plans, prepared by a civil engineer currently registered in the State of California, which clearly indicate the nature and extent of the work proposed and include all existing and proposed land features, elevations, roads, driveways, buildings, limits of grading, adequate grading cross sections and drainage facilities such as swales, channels, closed conduits, or drainage structures.
44. As part of the improvement plans, the applicant shall include an erosion prevention/sediment control plan which clearly shows best management practices to be implemented, limits of disturbed areas, vegetated areas to be preserved, pertinent details, notes, and specifications to

prevent damages and minimize adverse impacts to the environment. Tracking of soil or construction debris into the public right-of-way shall be prohibited. Runoff containing concrete waste or by-products shall not be allowed to drain to the storm drain system, waterway(s), or adjacent lands.

45. If the cumulative land disturbance of the project is equal to or greater than one (1) acre, then the project is subject to National Pollutant Discharge Elimination System (NPDES) requirements and must obtain coverage under the State Water Resource Control Board's General Construction Permit (General Permit). Documentation of coverage under the General Permit must be submitted to the Grading & Storm Water Section of the Permit and Resource Management Department prior to issuance of any grading permit for the proposed project.

TRANSPORTATION AND PUBLIC WORKS:

46. NOTE ON MAP: "New construction on the parcels associated with this approval is subject to payment of a development fee (Traffic Mitigation Fee) to the County of Sonoma before issuance of any building permits, as required by Section 26, Article 98 of the Sonoma County Code.

FIRE AND EMERGENCY SERVICES:

47. Development on this parcel is subject to the Sonoma County Fire Safe Safety Ordinance and shall be reviewed and approved by the County Fire Marshal/Local Fire Protection District. All applications for development approvals must be approved by the Sonoma County Fire Marshal, and shall be accompanied by: plans, engineering calculations, and other data necessary to determine compliance with the provisions of the California Code of Regulations and Sonoma County Codes. Said plans shall include, but not be limited to: emergency vehicle access and turn-around at the building sites), addressing, water storage for fire fighting and fire break maintenance around all structures. Prior to occupancy, written approval that the required improvements have been installed shall be provided to PRMD from the County Fire Marshal/Local Fire Protection District.

PLANNING:

"The conditions below have been satisfied" BY _____ DATE _____

48. NOTE ON MAP: "All development shall be set back a minimum of 100 feet for top of creek bank subject to the Zoning Code Riparian Corridor Standards." The riparian conservation setback line shall be shown on the Final Map.

Mitigation Monitoring: PRMD will verify that the above note is placed on the map prior to recordation. PRMD will not clear the Parcel Map for recordation until the above delineation and note is included on the map.

49. NOTE ON MAP: "Exterior lighting is required to be fully shielded, and directed downward to prevent "wash out" onto adjacent properties. Flood lights are not allowed. Lighting shall be installed only in accordance with an approved lighting plan".

Mitigation Monitoring: PRMD will not issue Building Permits until an exterior night lighting plan has been submitted that is consistent with the County standards

50. NOTE ON MAP: "Agricultural uses occur in this area and pesticide applications, dust, odor and other nuisances associated with agricultural activities may occur."

51. NOTE ON MAP: The following dust control measures shall be included on grading plans and implemented during constructions:

- a. Water or other dust palliative will be applied to unpaved portions of the construction site, unpaved roads, parking areas, staging areas and stockpiles of soil daily as needed to control dust.
- b. Trucks hauling soil, sand and other loose materials over public roads will cover the loads, or will keep the loads at least two feet below the level of the sides of the container, or will wet the load sufficiently to prevent dust emissions.
- c. Paved roads will be swept as needed to remove any visible soil that has been carried onto them from the project site.
- d. The applicant shall be responsible for notifying construction contractors about the requirement for dust control measures to be implemented during construction.”

Mitigation Monitoring: The Parcel Map will not be cleared for recordation until the above notes are included on the Map. Building/grading permits for ground disturbing activities will not be issued by PRMD Project Review staff until the above notes are printed on the building, grading and improvement plans. If dust complaints are received, PRMD will conduct an on-site investigation. If it is determined by PRMD staff that complaints are warranted, the permit holder will be required to implement additional dust control measures as determined by PRMD or PRMD may issue a stop work order. (Ongoing during construction)

52. The following measures shall be implemented and included as a note on the Final Map and grading plans:
- a. Potential tree removal shall be minimized and mitigated in accordance with County Zoning requirements.
 - b. Grading and the potential removal of nesting trees should be conducted outside the nesting season, which occurs between approximately February 15 and August 15.
 - c. If grading or tree removal takes place between February 15 and August 15, pre-construction surveys for nesting birds in trees near construction areas shall be conducted by a qualified biologist within seven days of tree removal or ground breaking activities. If nesting birds are found, suitable protection and/or buffers shall be provided as noted below. If no nesting birds are observed no further action is required and grading and tree removal shall occur within one week of the survey to prevent “take” of individual birds that could begin nesting after the survey.
 - d. If active bird nests (either passerine and/or raptor) are observed during the pre-construction survey, a disturbance-free buffer zone shall be established around the nest tree(s) until the young have fledged, as determined by a qualified biologist.
 - e. The radius of the required buffer zone can vary depending on the species, (i.e., 75-100 feet for passerines and 200-300 feet for raptors), with the dimensions of any required buffer zones to be determined by a qualified biologist in consultation with CDFW.
 - f. To delineate the buffer zone around a nesting tree, orange construction fencing shall be placed at the specified radius from the base of the tree within which no machinery or workers shall intrude.
 - g. After the fencing is in place there will be no restrictions on grading or construction activities outside the prescribed buffer zones

Mitigation Monitoring: PRMD will not approve grading or building permits during this time period until evidence of surveys are provided and protection measures implemented. PRMD will verify that this mitigation measure is included on the Final Map and grading plans.

53. NOTE ON MAP: “In the event that the archaeological resources such as pottery, arrowheads, midden or culturally modified soil deposits are discovered at any time during grading, scraping or excavation within the property, all work should be halted in the vicinity of the find and County PRMD - Project Review staff shall be notified and a qualified archaeologist shall be contacted

immediately to make an evaluation of the find and report to PRMD. PRMD staff may consult and/or notify the appropriate tribal representative from the tribes known to PRMD to have interests in the area. Artifacts associated with prehistoric sites include humanly modified stone, shell, bone or other cultural materials such as charcoal, ash and burned rock indicative of food procurement or processing activities. Prehistoric domestic resources include hearths, firepits, or house floor depressions whereas typical mortuary resources are represented by human skeletal remains. Historic artifacts potentially include all by-products of human land use greater than fifty (50) years of age including trash pits older than fifty (50) years of age. When contacted, a member of PRMD Project Review staff and the archaeologist shall visit the site to determine the extent of the resources and to develop and coordinate proper protection/mitigation measures required for the discovery. PRMD may refer the mitigation/protection plan to designated tribal representatives for review and comment. No work shall commence until a protection/mitigation plan is reviewed and approved by PRMD - Project Review staff. Mitigations may include avoidance, removal, preservation and/or recordation in accordance with California law. Archeological evaluation and mitigation shall be at the applicant's sole expense.

"If human remains are encountered, all work must stop in the immediate vicinity of the discovered remains and PRMD staff, County Coroner and a qualified archaeologist must be notified immediately so that an evaluation can be performed. If the remains are deemed to be Native American, the Native American Heritage Commission must be contacted by the Coroner so that a "Most Likely Descendant" can be designated and the appropriate provisions of the California Government Code and California Public Resources Code will be followed."

Mitigation Monitoring: PRMD will not approve the map for recordation or sign off building/grading permits until the above notes are printed on the map, building, grading and improvement plans.

54. Prior to recording the Parcel Map, the applicant shall provide evidence of soils suitable for subsurface sewage disposal on Lot 2 of the Well and Septic Section. This will include, but not be limited to, soil profiles and percolation tests done in accordance with current standards of the Well and Septic Section of PRMD. The work must be certified by a State Registered Civil Engineer, Environmental Health Specialist or Geologist, and shall be submitted to the District Specialist.

Mitigation Monitoring: Prior to recordation of the Final Map, the PRMD Health Specialist will verify that the above conditions are met.

55. The location, type, and functionality of the existing septic system are required to be documented by a registered civil engineer prior to recordation of the Final Map.

Mitigation Monitoring: Prior to recordation of the Final Map, the PRMD Health Specialist will verify that the above conditions are met.

56. NOTE ON MAP GRADING AND IMPROVEMENT PLANS: "Construction activities for this project shall be restricted as follows:

- a. All internal combustion engines used during grading and construction of new residences will be operated with mufflers that meet the requirements of the State Resources Code, and, where applicable, the Vehicle Code. Equipment shall be properly maintained and turned off when not in use.
- b. Except for actions taken to prevent an emergency, or to deal with an existing emergency, all construction activities shall be restricted to the hours of 7:00 a.m. and 7:00 p.m. on weekdays and 9:00 a.m. and 7:00 p.m. on weekends and holidays
- c. There shall be no start up of machines or equipment, no delivery of materials or equipment, and no servicing of equipment prior to 7:00 a.m, Monday through Friday or 9:00 am on weekends and holidays; A sign(s) shall be posted on the site regarding the

allowable hours of construction, and including the developer's phone number for public contact.

- d. Construction maintenance, storage and staging areas for construction equipment shall avoid proximity to residential areas to the maximum extent practical. Stationary construction equipment, such as compressors, mixers, etc., shall be placed away from residential areas and/or provided with acoustical shielding. Quiet construction equipment shall be used when possible.”

Mitigation Monitoring: The project planner shall ensure that the note is shown on the map. PRMD staff shall ensure that the measures are listed on all grading and building or improvement plans for residential construction, prior to issuance of grading or building permits. Any noise complaints will be investigated by PRMD staff. If violations are found, PRMD shall seek voluntary compliance from the permit holder and thereafter may initiate an enforcement action and/or revocation or modification proceedings, as appropriate.

57. Dedication of parkland or payment of fees, in lieu of dedication, shall be paid prior to recordation of the Parcel Map. Alternatively, at the request of the subdivider, fees may be paid prior to issuance of building permits for new residential construction on each lot. If fees are intended to be paid prior to issuance of building permits, the following NOTE shall be placed on the Parcel Map:

NOTE ON MAP: “New residential construction on these parcels is subject to payment of parkland fees in accordance with Section 25-58 et. seq. of the Sonoma County Subdivision Ordinance. Evidence that fees are paid shall be provided to the Regional Parks Department prior to the issuance of building permits.”

58. NOTE ON MAP: “Development on this parcel is subject to the Sonoma County Fire Safe Standards and shall be reviewed and approved by the County Fire Marshal/Local Fire Protection District. Said plan shall include, but not be limited to: emergency vehicle access and turn-around at the building sites), addressing, water storage for fire fighting and fire break maintenance around all structures. Prior to occupancy, written approval that the required improvements have been installed shall be provided to PRMD from the County Fire Marshal/Local Fire Protection District.”
59. This “At Cost” entitlement is not vested until all permit processing costs and development fees are paid in full. Additionally, no grading or building permits shall be issued until all permit processing costs and development fees are paid in full.
60. Prior to submitting the subdivision check print maps to the County Surveyor, the applicant shall submit, to PRMD - Project Review Division, a Condition Compliance Review Fee deposit (amount to be determined consistent with the ordinance in effect at that time). This “At Cost” fee is a minimum deposit and condition compliance is charged on an actual cost basis. Should the actual costs exceed the amount of the fee, the applicant will be billed for additional costs. In addition, the applicant shall also pay any application processing fees that have exceeded the initial deposit fee to process the subdivision application.
61. The applicant shall include these Conditions of Approval on a separate sheet of plan sets to be submitted for building and grading permit applications.
62. The projects grading and landscape plans shall demonstrate compliance with the tree protection ordinance, including on-site tree replacement, and specify tree protection fencing and other protection measures.
63. NOTE ON MAP: “Affordable housing requirements apply to each residential lot pursuant to Section 26-89-040 F of the Sonoma County Code. Each nonexempt residential unit shall pay an

in-lieu affordable housing fee at the time of issuance of the building permit, unless a building permit for a qualifying affordable unit is approved prior to or concurrent with the building permit for the nonexempt residential unit.”

64. The Director of PRMD is hereby authorized to modify these conditions for minor adjustments to respond to unforeseen field constraints provided that the goals of these conditions can be safely achieved in some other manner. The applicant must submit a written request to PRMD demonstrating that the conditions is infeasible due to specific constraints (e.g. lack of property rights) and shall include a proposed alternative measure or option to meet the goal or purpose of the condition. PRMD shall consult with affected departments and agencies and may require an application for modification of the approved Tentative Map. Changes to conditions that may be authorized by PRMD are limited to those items that are not adopted standards or were not adopted as mitigation measures or that were not at issue during the public hearing process. Any modification of the permit conditions shall be documented with an approval letter from PRMD, and shall not affect the original permit approval date or the term for expiration of the permit.

The owner/operator and all successors in interest, shall comply with all applicable provisions of the Sonoma County Code and all other applicable local, state and federal regulations.

ORDINANCE NO. ()

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA, STATE OF CALIFORNIA, AMENDING ZONING FROM AR (AGRICULTURAL AND RESIDENTIAL) B7 (FROZEN LOT SIZE) RC100/50 (RIPARIAN CORRIDOR) VOH (VALLEY OAK HABITAT) TO AR (AGRICULTURAL AND RESIDENTIAL) B6-5 ACRE DENSITY RC100/50 (RIPARIAN CORRIDOR) VOH (VALLEY OAK HABITAT) FOR THE PARCEL LOCATED AT 21260 HYDE ROAD, SONOMA, APN 126-0520-030 AND ADOPTING A MITIGATED NEGATIVE DECLARATION OF ENVIRONMENTAL IMPACT.

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

Section I. Findings. The Board hereby finds as follows:

1. The applicant, Vicki Sebastiani, has applied for a zone Change Amending Zoning from AR (Agricultural and Residential) B7 (Frozen Lot Size) RC100/50 (Riparian Corridor) VOH (Valley Oak Habitat) to AR (Agricultural And Residential) B6-5 Acre Density RC100/50 (Riparian Corridor) VOH (Valley Oak Habitat) for the parcel located at 21260 Hyde Road, Sonoma, APN 126-0520-030;
2. A Mitigated Negative Declaration has been prepared for the Project in accordance with the California Environmental Quality Act and State and local CEQA guidelines. This Board has reviewed and considered the Mitigated Negative Declaration and all comments submitted, and the Mitigated Negative Declaration represents the County's independent judgment and analysis. On the basis of the entire record, there is no substantial evidence that the project will have a significant effect on the environment.
3. At their regularly scheduled meeting on April 6, 2017, the Planning Commission reviewed the Project and the Mitigated Negative Declaration and unanimously recommended approval.
4. On June 20, 2017, this Board held a duly noticed public hearing regarding the Project, at which time all interested persons were given the opportunity to be heard;
5. The zone change requested is consistent with the General Plan because it complies with the AR 5-acre density land use designation for the parcel and other General Plan policies applicable to the property.

Section II. Zoning Amendment. Zoning applicable to the parcel located at 21260 Hyde Road, Sonoma, APN 126-0520-030 and depicted on Exhibit A

attached hereto and incorporated herein by reference is hereby amended from AR (Agricultural and Residential) B7 (Frozen Lot Size) RC100/50 (Riparian Corridor) VOH (Valley Oak Habitat) to AR (Agricultural And Residential) B6-5 Acre Density RC100/50 (Riparian Corridor) VOH (Valley Oak Habitat).

Section III. Environmental Determination. This Board adopts the Mitigated Negative Declaration prepared for the Project.

Section IV. Severability. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this Ordinance. The Board of Supervisors hereby declares that it would have passed this Ordinance and every section, subsection, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

Section V. Effective Date. This Ordinance shall be and the same is hereby declared to be in full force and effect from and after thirty (30) days after the date of its passage and shall be published once before the expiration of fifteen (15) days after said passage, with the names of the Supervisors voting for or against the same, in *The Press Democrat*, a newspaper of general circulation published in the County of Sonoma, State of California.

In regular session of the Board of Supervisors of the County of Sonoma, introduced on the 20th day of June, 2017, and finally passed and adopted this 20th day of June, 2017, on regular roll call of the members of said Board by the following vote:

SUPERVISORS:

Gorin: ___ Rabbitt: ___ Gore: ___ Hopkins: ___ Zane:___

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

WHEREUPON, the Chair declared the above and foregoing Ordinance duly adopted and

SO ORDERED.

Chair, Board of Supervisors
County of Sonoma

ATTEST:

Sheryl Bratton,
Clerk of the Board of Supervisors

County of Sonoma
Santa Rosa, California

April 6, 2017
PLP15-0082 Kimberly Nguyen

RESOLUTION OF THE PLANNING COMMISSION, COUNTY OF SONOMA, STATE OF CALIFORNIA APPROVING THE REQUEST FOR A ZONE CHANGE FROM AR (AGRICULTURE AND RESIDENTIAL) B7 (FROZEN LOT SIZE) RC100/50 (RIPARIAN CORRIDOR) VOH (VALLEY OAK HABITAT) DISTRICT TO AR (AGRICULTURE AND RESIDENTIAL) B6 5-ACRE DENSITY RC100/50 (RIPARIAN CORRIDOR) VOH (VALLEY OAK HABITAT) DISTRICT; AND A REQUEST FOR A MINOR SUBDIVISION OF 12.4 ACRES INTO A 5.5 ACRE PARCEL 1 AND A 6.9 ACRE DESIGNATED REMAINDER.

WHEREAS, the applicant, Vicki Sebastiani, filed an application with the Sonoma County Permit and Resource Management Department for a Zone change from the AR B7 RC100/50 VOH District to the AR B6 5-acre density RC100/50 VOH District and a minor subdivision of 12.4 acres into a 5.5 acre Parcel 1 and a 6.9 acre Designated Remainder.

WHEREAS, a Mitigated Negative Declaration has been prepared for the project in accordance with the appropriate law and guidelines; and

WHEREAS, said Tentative Map has been referred to the Project Review and Advisory Committee and interested agencies, and reports and recommendations have been received therefrom; and

WHEREAS, in accordance with the provisions of law, the Planning Commission held a public hearing on April 6, 2017, at which time all interested persons were given an opportunity to be heard; and

WHEREAS, the Planning Commission makes the following findings:

1. The zone change and subdivision are consistent with the General Plan because it complies with the AR 5 acre density land use designation and other applicable policies. The subdivision design, and associated improvements are consistent with the General Plan and Subdivision Ordinance because they meet subdivision design standards, including but not limited to, lot design, lot size, lot width, road width, access, water supply, sanitation, storm water, lighting, and landscape requirements. The design of the subdivision will not conflict with easements, acquired by the public at large, for access through or use of, property within the subdivision because there were no public easements identified on the site.
2. The subdivision design and associated subdivision improvements are consistent with applicable policies and regulations based on the Sonoma County General Plan, and the Subdivision Ordinance.
3. The site is physically suitable for the type of development based on the terrain, density and development standards and conditions of the Tentative Map.
4. The design of the subdivision or the proposed improvements is not likely to cause substantial environmental damage or substantially and avoidably injure fish and wildlife and their habitat, based on conditions placed on the Tentative Map.

5. Based upon the information contained in the Initial Study included in the project file, it has been determined that there will be no significant environmental effect resulting from this project because mitigation measures have been incorporated into the project as Conditions of Approval. The Mitigated Negative Declaration has been completed in compliance with CEQA State and County guidelines, and the information contained therein has been reviewed and considered.
6. The subdivision and zone change will not be detrimental to the health, safety, peace, comfort and general welfare of persons residing or working in the neighborhood of such use, nor be detrimental or injurious to property and improvements in the neighborhood or the general welfare of the area. No hazardous materials were identified on the project site and conditions of approval require a potable water supply and waste disposal in accordance with local and state regulations.

BE IT FURTHER RESOLVED that the Sonoma County Planning Commission hereby grants the request for the Zone Change and Minor Subdivision, subject to the conditions in Exhibit "A", attached hereto.

BE IT FURTHER RESOLVED that the Planning Commission designates the Secretary as the custodian of the documents and other material which constitute the record of proceedings upon which the Board's decision herein is based. These documents may be found at the office of the Sonoma County Permit and Resource Management Department, 2550 Ventura Avenue, Santa Rosa, CA 95403.

BE IT FURTHER RESOLVED that the Sonoma County Planning Commission's action shall be final on the 10th day after the date of the Resolution unless an appeal is taken.

THE FOREGOING RESOLUTION was introduced by Commissioner Carr, who moved its adoption, seconded by Commissioner Shahhosseini, and adopted on roll call by the following vote:

Commissioner Tamura	Aye
Commissioner Shahhosseini	Aye
Commissioner Lamberson	Aye
Commissioner Davis	Aye
Commissioner Carr	Aye

Ayes: 5 Noes: 0 Absent: 0 Abstain: 0

WHEREUPON, the Chairman declared the above and foregoing Resolution duly adopted; and

SO ORDERED.



Sonoma County Planning Commission **STAFF REPORT**

Sonoma County Permit and Resource Management Department

2550 Ventura Avenue, Santa Rosa, CA 95403

(707) 565-1900 FAX (707) 565-1103

FILE: PLP15-0082
DATE: April 6, 2017
TIME: 1:10 p.m.
STAFF: Kimberly Nguyen, Project Planner

Appeal Period: 10 calendar days

SUMMARY

Applicant: Adobe Associates, Inc.

Owner: Vicki Sebastiani

Location: 21260 Hyde Road, Sonoma
APNs: 126-052-030 Supervisorial District No.: 1

Subject: Zone Change, Subdivision

PROPOSAL: Request for zone change from AR (Agriculture and Residential) B7 (Frozen Lot Size) RC 100/50 (Riparian Corridor), VOH (Valley Oak Habitat) District to AR (Agriculture and Residential) B6 5-acre density RC 100/50 (Riparian Corridor), VOH (Valley Oak Habitat) District and a request for a Minor Subdivision of 12.4 acres into a 5.5 acre parcel and a 6.9 acre Designated Remainder.

Environmental Determination: Mitigated Negative Declaration

General Plan: RR (Rural Residential) 5 acre density

Specific/Area Plan: Not Applicable

Ord. Reference: Chapter 25 of the Sonoma County Code (Subdivisions)

Zoning: AR (Agriculture and Residential), B7 (Frozen Lot Size), RC100/50 (Riparian Corridor), VOH (Valley Oak Habitat) District

Application Complete for Processing: October 21, 2016

RECOMMENDATION: Recommend to the Board of Supervisors the adoption of the Mitigated Negative Declaration and approval of the Zone Change and Minor Subdivision.

ANALYSIS

Background:

On January 13, 2016, Vicki Sebastiani submitted an application for a Zone change from the AR B7 (Frozen Lot Size) RC100/50 VOH District to the AR B6 5-acre density RC100/50 VOH District and a Minor Subdivision of 12.4 acres into a 5.5 acre parcel and a 6.9 acre Designated Remainder. The B7 (Frozen Lot Size) was placed on the parcel as part of a former 3-lot subdivision of 20.34 acres approved in 1990. The General Plan designation for the 20.34 acre parcel at the time of the 1990 subdivision was RR5 (Rural Residential 5-acre density) and had a maximum development potential of 4 lots. However, the 1990 subdivision was limited to 3 lots due to a temporary development moratorium on subdivision applications in the Sonoma Valley.

The moratorium was adopted in November 1989 by urgency Ordinance 4105 due to indicators that growth in the County was far exceeding that anticipated at the time of the adoption of the 1989 General Plan, including a Residential Growth Management Report. The moratorium provided time to complete the study of growth projections in the Sonoma Valley planning area. Ordinance No. 4105 was amended by Ordinance No. 4150 in February 1990, allowing for specific exceptions to the temporary moratorium. Ordinance No. 4187, adopted in April 24, 1990, extended the moratorium while allowing time to complete the study of growth projections for the Sonoma Valley planning area in the General Plan. Ultimately the study of the growth projections for the Sonoma Valley in the General Plan was validated, and the moratorium was subsequently lifted with adoption of an updated General Plan in 1992.

The project was deemed complete on October 21, 2016. On November 17, 2016, the project went to the Project Review Advisory Committee, which recommended the Draft Conditions of Approval for consideration by the Planning Commission.

Project Description:

The project includes a Minor Subdivision of 12.3 acres zoned AR (Agriculture and Residential) B7 (Frozen Lot Size), RC 100/50 (Riparian Corridor), VOH (Valley Oak Habitat) into two lots subject to the proposed removal of the B7 combining zone. The proposed project seeks to recapture one unit of density not used in 1990 due to a temporary subdivision moratorium by subdividing 12.3 acres into a 5.5 acre Parcel 1 and a 6.9 acre Designated Remainder, subject to rezoning the project site to remove the B7 combining zone. The underlying General Plan designation is RR 5 (Rural Residential 5-acre density). The subdivision would accommodate the future construction of a single family residence and a potential accessory dwelling unit on Parcel 1. An existing single family residence and accessory dwelling unit on the Designated Remainder would remain.

The existing home is accessed via Hyde Road near the southwest corner of the parcel. Proposed Parcel 2 will have frontage on Hyde Road and Hyde-Burndale Road.

The entitlements that are necessary to accommodate the project include:

- 1) A Zone Change from AR (Agriculture and Residential District) B7 (Frozen Lot Size), RC 100/50 (Riparian Corridor), VOH (Valley Oak Habitat) to AR (Agriculture and Residential District) B6 5-acre density RC 100/50 (Riparian Corridor), VOH (Valley Oak Habitat); and
- 2) Subdivision of 12.4 acres into a 5.5 acre parcel and a 6.9 acre Designated Remainder.

Site Characteristics:

The project site is located at 21260 Hyde Road, near the Town of Sonoma. The parcel consists of approximately 12.4 acres containing a single family home, a secondary residence, tennis court, paved

driveways, and landscaping around the buildings. The parcel is bounded by Hyde Road on the west, and by residential properties to the north, east, and south. An unnamed seasonal drainage runs through the northern portion of the property and flows to Arroyo Seco Creek approximately 25 feet from the northwest corner of the property line. Several trees and a small rock outcropping occur near the center of the property. The existing residence is served by an existing private water well and private septic system. The site is situated in a Class I major ground water basin.

Surrounding Land Use and Zoning:

North: the properties are zoned AR (Agriculture and Residential) B6 5-acre density and are developed with single family residential uses. The properties contain the RC100 (Riparian Corridor) and VOH (Valley Oak Habitat) Combining Zones.

South: the properties are zoned AR (Agriculture and Residential) B6 5-acre density and are developed with single family residential uses. The properties contain the RC100 (Riparian Corridor) and VOH (Valley Oak Habitat) Combining Zones.

East: the properties are zoned AR (Agriculture and Residential) B6 5-acre density and are developed with single family residential uses. The properties contain the RC100 (Riparian Corridor) and VOH (Valley Oak Habitat) Combining Zones.

West: the properties are zoned DA (Diverse Agriculture) B6 10-acre density and are developed with single family residential uses. The properties contain the RC100 (Riparian Corridor) and VOH (Valley Oak Habitat) Combining Zones.

DISCUSSION OF ISSUES

Issue #1: General Plan Consistency

Staff has determined the project to be consistent with applicable goals, objectives, policies, and programs of the General Plan as noted below. The project meets General Plan criteria for a subdivision and a change in zoning from B7 to B6-5 acre density because the maximum density of the site was not utilized during the 1990 development moratorium.

The following goals, policies, and objectives are relevant to the project:

Land Use

Objective LU-4.1: Assure that development occurs only where physical public services and infrastructure, including school and park facilities, public safety, access and response times, water and wastewater management systems, drainage, and roads are planned to be available in time to serve the projected development.

Objective LU-6.3: Limit new Rural Residential development primarily to "infill" in those areas that already have concentrations of these uses.

Objective LU-6.4: Avoid further subdivision of rural lands which at the time of previous subdivision were given restrictive zoning on the remaining rural parcel.

In November 1989, the Board of Supervisors adopted Ordinance No. 4105 which established a temporary moratorium on the acceptance of applications for subdivisions in the Sonoma Valley planning area of the County. This was due to indicators that growth in the County was far exceeding that anticipated at the

time of the adoption of the 1989 General Plan, including a Residential Growth Management Report. The moratorium provided time to complete the study of growth projections in the Sonoma Valley planning area. Ordinance No. 4105 was extended and amended by Ordinance No. 4150 in February 1990, allowing for specific exceptions to the temporary moratorium. Ordinance No. 4187, adopted in April 24, 1990, extended the moratorium while allowing time to complete the study of growth projections for the Sonoma Valley planning area in the General Plan.

The temporary moratorium was adopted to limit subdivisions pending a study of growth projections. However, the original three-lot subdivision was allowed to proceed under an exception regarding the owner subdividing "existing residential units." At the time, the property included three residential units and the proposed lot configuration placed one unit on each resulting parcel. The resulting subject parcel retained the primary dwelling and just over 11 acres of land. To comply with the provisions of the moratorium, the property was rezoned to include a B7 Combining District to preclude further subdivision, consistent with moratorium requirements at the time which limited subdivision to "existing residential units." This Minor Subdivision was approved in 1990 under Parcel Map 90-554. Ultimately, it was determined that the pace of development was not exceeding the General Plan growth projection, and the temporary moratorium was lifted in 1992 with the adoption of an updated General Plan.

The B7 Combining District is generally used when all density is exhausted, and is therefore rarely removed once designated. There were a total of 12 subdivision applications which were filed in the Sonoma Valley during the moratorium, including MNS 90-554. 3 projects, including MNS90-554, were approved under the moratorium conditions and resulted in the application of B7 zoning. The 2 other properties, located at 1741 Morningside Mountain Road (ZC/MNS 90-490) and 18701 Gehricke Road (ZC/MNS91-113) also have residual development potential due to the B7 zoning.

The update of the General Plan maintained the same five-acre zoning density for this project area. The subject parcel bears the RR5 (Rural Residential 5-acre density) General Plan designation, which provides for very low-density residential development at a density of 1 unit per 5 acres on lands that have limited urban services, but have access to County-maintained roads. The resulting proposed 5.5 and 6.9 acre parcels would be consistent with the RR 5 land use designation and compatible with development in the neighborhood with respect to lot size and land use.

Open Space

Goal OSRC-7: Protect and enhance the County's natural habitats and diverse plant and animal communities.

Goal OSRC-8: Protect and enhance Riparian Corridors and functions along streams, balancing the need for agricultural production, urban development, timber and mining operations, and other land uses with the preservation of riparian vegetation, protection of water resources, flood control, bank stabilization, and other riparian functions and values.

The project is not within or adjacent to a scenic landscape unit, community separator or scenic highway corridor within the Sonoma County General Plan. Additionally, the property's zoning does not incorporate either the Scenic Resource or Scenic Design combining districts. The project site contains an ephemeral creek on the northern boundary of the property that drains into Arroyo Seco Creek northwest of the parcel. This drainage contains trees and some riparian vegetation. The existing driveways are located within creek setback areas, but not within riparian areas. The proposed driveway improvements and future development would be more than 100 feet away from the top of bank, consistent with the required 100-foot setback requirement.

Issue #2: Zoning Consistency

The current zoning for the 12.4-acre project site is AR (Agriculture and Residential) B7 (Frozen Lot Size) RC 100/50 (Riparian Corridor) VOH (Valley Oak Habitat). The Agriculture and Residential (AR) Zone

allows for low-density residential development from 1-20 acres per dwelling unit, or as permitted by a B Combining District.

The current B7 Combining District zoning designation signifies that the lot has been frozen in order to restrict further subdivision of the 12.4-acre project site under Parcel Map 90-554. Although the B7 Combining District was placed on the property in response to a temporary moratorium, it was never removed when the moratorium was lifted. Staff recommends the removal of the B7 zoning on the 12.4-acre site to allow two lots of 5.3 and 6.9 acres in size as is consistent with the underlying General Plan RR5 land use designation.

In addition, the proposed subdivision would not result in more than a total of four lots out of the original 20.34-acre site that existed at the time of the moratorium and original subdivision in 1990. Development of the proposed lot would be required to comply with the development standards of the AR Zoning District, which requires a minimum lot size of 1.5 acres.

The proposed driveway improvements and future development would be more than 100 feet away from the top of bank, consistent with the required 100 setback requirement for the RC100/50 (Riparian Corridor) designation. Future development of a single family home on the site may result in the removal of a number of native oak trees. In order to protect these resources in conformance with the Valley Oak Habitat (VOH) designation, the Mitigated Negative Declaration requires that if trees are removed, that tree mitigation occur in accordance with ordinance requirements.

Staff recommends that the proposed Zone Change is consistent with the General Plan and appropriate for the site as noted above in the General Plan analysis.

Issue #3: Subdivision Ordinance

The subdivision complies with the State Subdivision Map Act and the County Subdivision Ordinance. Specifically, the Tentative Map complies with Section 66474 of the Subdivision Map Act in that the project is consistent with applicable 5-acre General Plan land use designation, the site is physically suitable for the proposed density and development, the subdivision will not cause substantial environmental damage or injure fish or wildlife or their habitat, the subdivision is not likely to cause serious public health problems, and the design of the subdivision will not conflict with public easements. Staff recommends that the proposed subdivision is consistent with the Subdivision Ordinance and appropriate for the site.

Issue #4: Environmental Determination

Site-specific cultural resource studies, and septic analysis were conducted for the project. Staff referred the project to tribal organizations as per AB52, but received no comment. As documented in the Initial Study, the project, as mitigated, involves no significant environmental impacts. Staff recommends that the Mitigated Negative Declaration be adopted for the project.

STAFF RECOMMENDATION

Adopt the Mitigated Negative Declaration and the associated Zone Change and Minor Subdivision.

FINDINGS FOR RECOMMENDED ACTION

1. The subject 12.4 acre site has a Rural Residential 5 acre density land use designation, and the proposed two lot subdivision is consistent with the land use designation. The Tentative Map is

consistent with the Sonoma County General Plan land use designation Rural Residential and 5 acre density land use designation. The Tentative Map conforms to the standards of the zoning district AR (Agriculture and Residential) B6 5-acre density RC 100/50 (Riparian Corridor), VOH (Valley Oak Habitat) District, with minimum lot sizes of 1.5 acres.

2. The subdivision design and associated improvements are consistent with the Agriculture and Residential zoning designation and Subdivision Ordinance design standards, including but not limited to: lot design, minimum lot size, lot width, road width, adequate access, water supply, sanitation, and storm water requirements. There are no public easements identified on the site.
3. The site is physically suitable for the proposed two-lot subdivision due to site characteristics that provide a suitable area for the construction of a new residence.
4. The design of the subdivision will not cause substantial environmental damage or injure fish or wildlife or their habitat because conditions of approval, and mitigation measures are included to minimize environmental impacts to less than significant.
5. Based upon the information contained in the Initial Study included in the project file, it has been determined that there will be no significant environmental effect resulting from this project because mitigation measures have been incorporated into the project as Conditions of Approval. The Mitigated Negative Declaration has been completed in compliance with CEQA State and County guidelines, and the information contained therein has been reviewed and considered.
6. The subdivision and zone change will not be detrimental to the health, safety, peace, comfort and general welfare of persons residing or working in the neighborhood of such use, nor be detrimental or injurious to property and improvements in the neighborhood or the general welfare of the area. No hazardous materials were identified on the project site and conditions of approval require a potable water supply and waste disposal in accordance with local and state regulations.

LIST OF ATTACHMENTS

EXHIBIT A:	Draft Conditions of Approval
EXHIBIT B:	Project Description
EXHIBIT C:	General Plan Map, Zoning Map, and Vicinity Map
EXHIBIT D:	Aerial Photo Context Map
EXHIBIT E:	Tentative Map
EXHIBIT F:	Project Review Action Committee Record of Action
EXHIBIT G:	MNS90-554 Final Map
EXHIBIT H:	Board of Supervisors Ordinance #4105
EXHIBIT I:	Board of Supervisors Ordinance #4150
EXHIBIT J:	Board of Supervisors Ordinance #4187
EXHIBIT K:	Draft Resolution

Separate Attachment for Commissioners: Mitigated Negative Declaration and Full Size Plans

SONOMA COUNTY PLANNING COMMISSION

Draft Conditions of Approval

Staff:	Blake Hillegas	Date:	April 6, 2017
Applicant:	Vicki Sebastiani	File No.:	PLP15-0082
Owner:	Same	APN:	126-052-030
Address:	21260 Hyde Road		

Project Description: Minor Subdivision of 12.3 acres zoned AR (Agriculture and Residential) B7 (Frozen Lot Size) RC 100/50 (Riparian Corridor) VOH (Valley Oak Habitat) into two lots subject to the proposed removal of the B7 combining zone. The B7 was placed on the parcel as part of a former 3 lot subdivision of 20.34 acres designated AR 5 (5 acre density) due to a temporary moratorium in 1990.

The proposed subdivision seeks to recapture density not used in 1990 due to the moratorium and would result in a 6.7 acre Parcel 1 and a 5.6 acre Parcel 2, subject to rezoning the project site to remove the B7 combining zone. The underlying General Plan designation is RR 5 (Rural Residential 5-acre density). The subdivision would accommodate the future construction of a single family residence and a potential 2nd dwelling unit on Parcel 2. An existing single family residence on Parcel 1 would remain.

GENERAL:

1. Within five working days after project approval, the applicant shall pay a mandatory Notice of Determination filing fee of \$50.00 (or latest fee in effect at time of payment) for County Clerk processing, and \$2,210.25 (or latest fee in effect at time of payment) because a Mitigated Negative Declaration was prepared, for a **total of \$2,260.25 made payable to Sonoma County Clerk** and submitted to PRMD. If the required filing fee is not paid for a project, the project will not be operative, vested, or final and any local permits issued for the project will be invalid (Section 711.4(c)(3) of the Fish and Game Code.) NOTE: If the fee is not paid within five days after approval of the project, it will extend time frames for CEQA legal challenges.
2. No construction shall be initiated until plans have been approved by the appropriate entity.
3. All construction shall conform with existing County Design and Construction Standards, Subdivision Ordinance, and State Map Act.
4. Street name and location shall be approved by the Permit and Resource Management Department (PRMD Mapping Section and shall occur prior to Improvement Plan signature or Subdivision Map, whichever occurs first.
5. Utility distribution facilities, except fire hydrants, and street lights shall be placed underground. Appropriate easements shall be provided to facilitate these installations.
6. Prior to recording the map, the applicant shall complete an apportionment of assessment and pay necessary fees to process apportionment to the Sonoma County Treasurer's Office, or the City, or applicant shall pay off in full all special assessments.
7. These conditions must be met and the application validated within 24 months unless a request for an extension of time is received before the expiration date.

BUILDING:

8. A grading permit shall be obtained from PRMD prior to the start of any earthwork, unless

exempted under the most recent California Building Code (CBC). The grading plan, prepared by a civil engineer who is registered by the State, shall be submitted for review and approval by PRMD prior to grading permit issuance. Any structures to be constructed as part of the required grading, such as retaining or sound walls, shall require separate building applications and permits.

SURVEYOR:

9. A Parcel Map/Final Map, as defined in the State Subdivision Map Act and prepared by a licensed surveyor or civil engineer, showing all Parcels, and easement(s) shall be filed with the Sonoma County Surveyor. Upon recording of the map, the Subdivision is valid.
10. This subdivision was approved and a finding of site suitability was made based on the affirmative representation of the subdivider or applicant that he has the necessary public utility easements to serve the proposed subdivision. Without this representation, the subdivision would not have been approved. Applicant shall provide the recorded documents to the County Surveyor satisfactorily showing that he has the above public utility easements or letters from all necessary public utilities shall be submitted showing their ability to serve the proposed subdivision and evidence indicating that a satisfactory agreement has been entered into for such service. If proof of the necessary public utility easements is not shown, no subdivision map shall be recorded. The County will not exercise its power of eminent domain to condemn the necessary public utility easements if none exists.
11. This subdivision was approved and a finding of site suitability was made based on the affirmative representation of the subdivider or applicant that he has legal access to the parcel being subdivided and has the necessary property rights to make all required off site improvements. Without this representation, the subdivision would not have been approved. Applicant shall provide the recorded documents to the County Surveyor satisfactorily showing that he has the above property rights and that the parcel has legal access, with a minimum width of 25 feet to a County maintained road. If proof of legal access and the other necessary property rights is not shown, no subdivision map shall be recorded. The County will not exercise its power of eminent domain to condemn the necessary access or property rights if none exists.
12. The County acknowledges that there may be an existing private access roadway for this proposed subdivision. However the project/subdivision is being conditioned for access from the nearest public road to the furthest proposed lot. Conditions allowing mitigation of some or all of that requirement follow the conditions requiring the improved access.
13. The subdivider shall retain a registered civil engineer to prepare road construction and drainage plans in accordance with the current adopted Fire Safe Standards Ordinance, Sonoma County Subdivision Ordinance and the following:
 - a. Construct, or provide, a private road from Hyde Road to Parcel 1 as shown on the tentative map dated December 30, 2015.
The road shall have an Asphaltic Concrete surface at least 0.20 feet thick and be 18 feet wide, with 2 foot shoulders. The structural section of the road improvements shall be designed using a soils investigation which provides the basement soils R value and expansion pressure test results. A copy of the soils report shall be submitted with the first set of improvement plan check prints. The traffic index to be used for the design is "4". The designer may use an R value of "5" and a T.I. of "4" if he wishes to waive the soils investigation for the road section design. After plan approval, the subdivider shall construct the required improvements as shown on said plans. These requirements are the minimum. It is the design engineer's responsibility to design an adequate road for it's intended use.
 - b. All engineering plans shall be drawn to a scale no smaller than 1" = 40 feet, shall show

contours and cross sections at a minimum of every 50 feet and extend at least 50 feet each side of the road.

- c. The easement shall be widened as necessary to contain the road base, all cuts and fills and the required side drainage.
 - d. A grading permit shall be obtained prior to the start of any earthwork.
 - e. Any roadway structure plans approved by the PRMD shall be attached to, and become a part of, the subdivisions improvement plans.
14. Prior to the issuance of a building permit or the recording of the final/parcel map, whichever occurs first, all roads necessary to access the subdivision shall be named if they serve 3 parcels or more (new or existing parcels). All newly named roads must connect to an existing road with an approved name. A road sign shall be posted at all intersections on the existing and/or new access roads. The signs shall meet the Sonoma County Department of Transportation and Public Works standards. All road names and addresses used will have to be approved by the PRMD. This condition may be altered or waived with written approval of the County Fire Chief, the PRMD and the County Surveyor. Any alteration or waiver of this condition may require other conditions to mitigate the required road standards. NOTICE! You will be charged a fee for processing and approval of a road name application.
15. If the offsite access road is exempt from Fire Safe Standards, the road shall be inspected by the Fire Marshall to assure that emergency equipment can traverse the road safely. The Fire Marshall and/or PRAC may require the applicant to make improvements which meet CEQA safety requirements and may include but are not limited to widening, turnouts and surfacing. These improvements shall meet Fire Safe Standards and plans for the said improvements shall be submitted to the County Surveyors Office for review and approval.
16. In complying with this condition, the subdivider shall provide the County Surveyor with a Mitigation Request form from the Department of Emergency Services listing the improvements required or stating that the road is acceptable as it exists. If the subdivider is unable to secure the above mitigation form, the subdivision map shall not be recorded.
17. The subdivider shall either complete all required construction or enter into an improvement agreement and post security with the County of Sonoma, prior to the filing of the subdivision map, agreeing to complete the required construction within 24 months after the filing of the subdivision map. If the required construction is completed prior to the filing of the subdivision map, the subdivider shall enter into an improvement maintenance agreement and post security with the County of Sonoma, to guarantee the improvements for a period of one year.
18. The width of this/these roads may be altered (12 feet plus 2 foot shoulders is the minimum road width) with written approval of the County Fire Chief and the County Surveyor. Approval of a 12 foot road will require an inspection by the County Fire Chief and may require other conditions to mitigate the required road standards. This mitigation is for width only and cannot mitigate any other road conditions.
19. If a 12 foot road is approved, In order to provide emergency two way access, passing turnouts shall be constructed at intervals not exceeding 300 feet or at locations approved by the County Fire Chief. The turnouts shall be constructed per the current adopted Fire Safe Standards Ordinance.
20. The road(s) shall have an All Weather Surface per the current adopted Fire Safe Standards Ordinance.
21. To ensure adequate emergency vehicle circulation, a turnaround shall be constructed subject to

County Fire Chief clearance. Turnarounds may be circular or may be constructed as a hammerhead. The turnarounds shall be constructed per the current adopted Fire Safe Standards Ordinance. This condition may be altered or waived with written approval of the County Fire Chief and the County Surveyor. Any alteration or waiver of this condition may require other conditions to mitigate the required road standards.

22. A report prepared by a civil engineer which provides sufficient information to demonstrate that the existing private road does meet the Conditions of Approval may be submitted for approval by the County Surveyor. The report shall contain information regarding condition, width, alignment, grade, structural section, compaction, surfacing and any other relevant information necessary to approve the report. If this cannot be demonstrated, the subdivider shall retain a registered civil engineer to prepare road and drainage plans showing how the road is to be up graded to meet the above stated standards. This condition cannot be mitigated by the Fire Marshall.
23. These conditions are not required to be included in the improvement plans with the exceptions of those titled "NOTE ON MAP" and "NOTE ON PLANS".

HEALTH:

Septic:

24. To insure compliance with current State and Federal regulations at the time of recording the map, additional requirements may be imposed by PRMD to supplement sewage disposal conditions listed below as required by government Code section 66498.6 (b). Note that Well and Septic fees are separate from planning fees, and Well and Septic charges per parcel fees for each individual step (pre-perc, percolation testing, wet weather groundwater, plan check, operating permit, etc.).
25. NOTE ON MAP: "All future sewage disposal system repairs involving the sewage disposal area (not the septic tank, risers, sump, solid transmission lines or distribution boxes) shall be completed in the Designated Reserve areas and shall meet Class I Standards. Alternate reserve areas may be designated with the approval of PRMD Well and Septic staff and without a Certificate of Modification, if soil evaluation and testing demonstrate that the alternative reserve area meets or exceeds all of the requirements that would have been met by the original reserve area."
26. NOTE ON MAP: "The area tested for sewage disposal and shown on this map shall be reserved for the construction of future on-site wastewater disposal systems and shall not be encumbered by buildings, roads, soil borrow pits, ponds, parking lots, water wells, easements, or any use incompatible with use as an on-site wastewater disposal system, unless an alternative sewage disposal location on the parcel of similar capability has been tested and accepted by the County as suitable to provide wastewater disposal for a new dwelling, or unless the parcel has been connected to public sewer service."
27. Prior to recording the map, the area tested for sewage disposal shall be shown on the map and shall be free of all encumbrances (building envelopes, roads, easements, etc).
28. A check print of the map shall be submitted to the County Surveyor who will forward it to the Project Review Health Specialist for review and approval of the Health map notes prior to recording the map.
29. Prior to recording the map, the location, type and proper function of the septic system on Parcel 1 shall be verified by a registered Civil Engineer, registered Environmental Health Specialist or C-42 contractor. Septic systems lacking a permit shall be replaced with a permitted system meeting all current standards. Repairs of existing permitted septic systems may be required based on inspection reports. The septic system repairs must meet a minimum of the new system standards in effect at the time of the existing septic system permit and be within the Designated

Reserve areas. If reserve areas were not designated (pre-July of 1978 permits), the septic system shall be repaired to a minimum of Class 3 Standards. All repairs shall be done under permit of this department. The septic system must be located upon the same lot as the house being served by that septic system. The septic system may not serve additional dwelling units on other lots.

30. If Subdivision Improvement Plans are submitted, prior to recording the map, one additional copy of Subdivision Improvement Plans shall be submitted to the Survey and Land Development Section for Well and Septic Section review (fees apply). Subdivision Improvement Plans shall show the outline of all existing and proposed septic tanks, sumps, wastewater disposal areas, reserve wastewater disposal areas and water wells within 100 feet of the proposed on-site and off-site improvements. Any subdivision improvement requiring a cut three feet or deeper within 100 feet of a septic system component shall dimension that distance on the Improvement Plans. All setbacks to existing and proposed septic systems (including septic system reserve areas) shall be met prior to recording the map.
31. NOTE ON MAP: "All private sewage disposal systems shall be designed by a registered Civil Engineer or Registered Environmental Health Specialist" shall be shown on the lots of the map where test results indicate that a system requires such a design.
32. Prior to recording the map, for a mound, pressure distribution, pretreatment units, at-grade, filled land, or shallow sloping sewage system, the applicant shall submit to the Project Review Health Specialist an approved form of Declaration of Restrictions with either a Grant Deed/Straw Transfer or Owner's Statement on the map. Approval by the Project Review Health Specialist of the Draft Declaration of Restrictions form shall be obtained prior to signature and notarization.
33. NOTE ON MAP: "Prior to major grading, landscaping or location of ponds, contact should be made with the PRMD Well and Septic Section with regard to protection of the septic system and reserve area."

Water:

34. Prior to recording the map, Parcel 1 shall be provided with a separate water supply meeting all current standards for annular seal and setbacks."
35. Alternatively, the applicant may complete conditions a. through d. below prior to recording the map:
 - a. A legal Covenant and Easement Agreement acceptable to PRMD shall be drafted to operate and maintain any common water supply system. Contact the Project Review Health Specialist at (707) 565-1924 for requirements. A copy of the Draft Covenant must be reviewed and approved prior to recording the map or Deed.
 - b. Water supply easements shall be shown on the map, and shall be conveyed at the time of property sale.
 - c. Water system plans shall be submitted to the PRMD Project Review Health Specialist for review and distribution to the appropriate PRMD Plan Check Sections, including the Sanitation Section which shall review for compliance with Sonoma County Water System Standards. To the extent practicable, all portions of an existing system shall be shown on the Water System plans, and shall be labeled, "As Built" or "Existing". Repairs of, or additions to the existing water system may be required, based upon the information provided about the existing system.

GRADING AND STORM WATER:

36. NOTE ON MAP: "Prior to issuance of a grading or building permit, the property owner shall submit any and all required grading/site plans and drainage reports for proposed work to the Permit and Resource Management Department (PRMD) for review. Grading/site plans shall clearly indicate the nature and extent of the proposed work and include erosion prevention/sediment control measures, details, notes, and specifications to prevent damages and to minimize adverse impacts to the environment. Drainage improvements shall be designed in accordance with the Sonoma County Water Agency Flood Control Design Criteria, to maintain off-site natural drainage patterns, and to limit post-development storm water levels and pollutant discharges in compliance with PRMD's best management practices guide. Grading and drainage improvements shall abide by all applicable standards and provisions of the Sonoma County Code and all other relevant laws and regulations."
37. NOTE ON MAP: "All structures requiring a building permit or an agricultural exemption shall adhere to a building setback line measured, from the toe of the stream bank outward, a distance of 2.5 times the height of the stream bank plus 30 feet, or 30 feet outward from the top of the stream bank, whichever distance is greater. If the top of the stream bank cannot be determined by visual analysis, then the building setback line shall be determined by hydraulic analysis."
38. NOTE ON MAP: "Grading and land disturbance shall be setback from streams a minimum of 25 feet from the top of stream bank."
39. Any waterway setbacks, including but not limited to building setbacks, grading setbacks, or riparian corridor setbacks, shall be clearly shown and noted on the subdivision map.
40. Grading and/or building permits require review and approval by the Grading & Storm Water Section of the Permit and Resource Management Department prior to issuance. Grading permit applications shall abide by all applicable standards and provisions of the Sonoma County Code and all other relevant laws and regulations.
41. A drainage report for the proposed project shall be prepared by a civil engineer, currently registered in the State of California, be submitted with the improvement plans, and be subject to review and approval by the Grading & Storm Water Section of the Permit and Resource Management Department. The drainage report shall include, at a minimum, a project narrative, on- and off-site hydrology maps, hydrologic calculations, hydraulic calculations, pre- and post-development analysis for all existing and proposed drainage facilities. The drainage report shall abide by and contain all applicable items in the Drainage Report Required Contents (DRN-006) handout.
42. Drainage improvements shall be designed by a civil engineer, currently registered in the State of California, and in accordance with the Sonoma County Water Agency Flood Control Design Criteria. Drainage improvements shall be shown on the improvement plans and be submitted to the Grading & Storm Water Section of the Permit and Resource Management Department (PRMD) for review and approval. Drainage improvements shall maintain off-site natural drainage patterns, limit post-development storm water levels and pollutant discharges in compliance with PRMD's best management practices guide, and shall abide by all applicable standards and provisions of the Sonoma County Code and all other relevant laws and regulations. Drainage improvements shall not adversely affect adjacent properties or drainage systems.
43. The applicant shall provide improvement plans, prepared by a civil engineer currently registered in the State of California, which clearly indicate the nature and extent of the work proposed and include all existing and proposed land features, elevations, roads, driveways, buildings, limits of grading, adequate grading cross sections and drainage facilities such as swales, channels, closed conduits, or drainage structures.
44. As part of the improvement plans, the applicant shall include an erosion prevention/sediment control plan which clearly shows best management practices to be implemented, limits of

disturbed areas, vegetated areas to be preserved, pertinent details, notes, and specifications to prevent damages and minimize adverse impacts to the environment. Tracking of soil or construction debris into the public right-of-way shall be prohibited. Runoff containing concrete waste or by-products shall not be allowed to drain to the storm drain system, waterway(s), or adjacent lands.

45. Grading and land disturbance shall be setback from streams a minimum of 25 feet from the top of stream bank.
46. If the cumulative land disturbance of the project is equal to or greater than one (1) acre, then the project is subject to National Pollutant Discharge Elimination System (NPDES) requirements and must obtain coverage under the State Water Resource Control Board's General Construction Permit (General Permit). Documentation of coverage under the General Permit must be submitted to the Grading & Storm Water Section of the Permit and Resource Management Department prior to issuance of any grading permit for the proposed project.

TRANSPORTATION AND PUBLIC WORKS:

47. NOTE ON MAP: "New construction on the parcels associated with this approval is subject to payment of a development fee (Traffic Mitigation Fee) to the County of Sonoma before issuance of any building permits, as required by Section 26, Article 98 of the Sonoma County Code.

FIRE AND EMERGENCY SERVICES:

48. Development on this parcel is subject to the Sonoma County Fire Safe Safety Ordinance and shall be reviewed and approved by the County Fire Marshal/Local Fire Protection District. All applications for development approvals must be approved by the Sonoma County Fire Marshal, and shall be accompanied by: plans, engineering calculations, and other data necessary to determine compliance with the provisions of the California Code of Regulations and Sonoma County Codes. Said plans shall include, but not be limited to: emergency vehicle access and turn-around at the building sites), addressing, water storage for fire fighting and fire break maintenance around all structures. Prior to occupancy, written approval that the required improvements have been installed shall be provided to PRMD from the County Fire Marshal/Local Fire Protection District.

PLANNING:

"The conditions below have been satisfied" BY _____ DATE _____

49. NOTE ON MAP: "All development shall be set back a minimum of 100 feet for top of creek bank subject to the Zoning Code Riparian Corridor Standards." The riparian conservation setback line shall be shown on the Final Map.

Mitigation Monitoring: PRMD will verify that the above note is placed on the map prior to recordation. PRMD will not clear the Parcel Map for recordation until the above delineation and note is included on the map.

50. NOTE ON MAP: "Exterior lighting is required to be fully shielded, and directed downward to prevent "wash out" onto adjacent properties. Flood lights are not allowed. Lighting shall be installed only in accordance with an approved lighting plan".

Mitigation Monitoring: PRMD will not issue Building Permits until an exterior night lighting plan has been submitted that is consistent with the County standards

51. NOTE ON MAP: "Agricultural uses occur in this area and pesticide applications, dust, odor and other nuisances associated with agricultural activities may occur."

52. NOTE ON MAP: The following dust control measures shall be included on grading plans and implemented during constructions:

- a. Water or other dust palliative will be applied to unpaved portions of the construction site, unpaved roads, parking areas, staging areas and stockpiles of soil daily as needed to control dust.
- b. Trucks hauling soil, sand and other loose materials over public roads will cover the loads, or will keep the loads at least two feet below the level of the sides of the container, or will wet the load sufficiently to prevent dust emissions.
- c. Paved roads will be swept as needed to remove any visible soil that has been carried onto them from the project site.
- d. The applicant shall be responsible for notifying construction contractors about the requirement for dust control measures to be implemented during construction."

Mitigation Monitoring: The Parcel Map will not be cleared for recordation until the above notes are included on the Map. Building/grading permits for ground disturbing activities will not be issued by PRMD Project Review staff until the above notes are printed on the building, grading and improvement plans. If dust complaints are received, PRMD will conduct an on-site investigation. If it is determined by PRMD staff that complaints are warranted, the permit holder will be required to implement additional dust control measures as determined by PRMD or PRMD may issue a stop work order. (Ongoing during construction)

53. The following measures shall be implemented and included as a note on the Final Map and grading plans:

- a. Potential tree removal shall be minimized and mitigated in accordance with County Zoning requirements.
- b. Grading and the potential removal of nesting trees should be conducted outside the nesting season, which occurs between approximately February 15 and August 15.
- c. If grading or tree removal takes place between February 15 and August 15, pre-construction surveys for nesting birds in trees near construction areas shall be conducted by a qualified biologist within seven days of tree removal or ground breaking activities. If nesting birds are found, suitable protection and/or buffers shall be provided as noted below. If no nesting birds are observed no further action is required and grading and tree removal shall occur within one week of the survey to prevent "take" of individual birds that could begin nesting after the survey.
- d. If active bird nests (either passerine and/or raptor) are observed during the pre-construction survey, a disturbance-free buffer zone shall be established around the nest tree(s) until the young have fledged, as determined by a qualified biologist.
- e. The radius of the required buffer zone can vary depending on the species, (i.e., 75-100 feet for passerines and 200-300 feet for raptors), with the dimensions of any required buffer zones to be determined by a qualified biologist in consultation with CDFW.
- f. To delineate the buffer zone around a nesting tree, orange construction fencing shall be placed at the specified radius from the base of the tree within which no machinery or workers shall intrude.
- g. After the fencing is in place there will be no restrictions on grading or construction activities outside the prescribed buffer zones

Mitigation Monitoring: PRMD will not approve grading or building permits during this time period until evidence of surveys are provided and protection measures implemented. PRMD will verify that this mitigation measure is included on the Final Map and grading plans.

54. NOTE ON MAP: "In the event that the archaeological resources such as pottery, arrowheads, midden or culturally modified soil deposits are discovered at any time during grading, scraping or excavation within the property, all work should be halted in the vicinity of the find and County PRMD - Project Review staff shall be notified and a qualified archaeologist shall be contacted immediately to make an evaluation of the find and report to PRMD. PRMD staff may consult and/or notify the appropriate tribal representative from the tribes known to PRMD to have interests in the area. Artifacts associated with prehistoric sites include humanly modified stone, shell, bone or other cultural materials such as charcoal, ash and burned rock indicative of food procurement or processing activities. Prehistoric domestic resources include hearths, firepits, or house floor depressions whereas typical mortuary resources are represented by human skeletal remains. Historic artifacts potentially include all by-products of human land use greater than fifty (50) years of age including trash pits older than fifty (50) years of age. When contacted, a member of PRMD Project Review staff and the archaeologist shall visit the site to determine the extent of the resources and to develop and coordinate proper protection/mitigation measures required for the discovery. PRMD may refer the mitigation/protection plan to designated tribal representatives for review and comment. No work shall commence until a protection/mitigation plan is reviewed and approved by PRMD - Project Review staff. Mitigations may include avoidance, removal, preservation and/or recordation in accordance with California law. Archeological evaluation and mitigation shall be at the applicant's sole expense.

"If human remains are encountered, all work must stop in the immediate vicinity of the discovered remains and PRMD staff, County Coroner and a qualified archaeologist must be notified immediately so that an evaluation can be performed. If the remains are deemed to be Native American, the Native American Heritage Commission must be contacted by the Coroner so that a "Most Likely Descendant" can be designated and the appropriate provisions of the California Government Code and California Public Resources Code will be followed."

Mitigation Monitoring: PRMD will not approve the map for recordation or sign off building/grading permits until the above notes are printed on the map, building, grading and improvement plans.

55. Prior to recording the Parcel Map, the applicant shall provide evidence of soils suitable for subsurface sewage disposal on Lot 2 of the Well and Septic Section. This will include, but not be limited to, soil profiles and percolation tests done in accordance with current standards of the Well and Septic Section of PRMD. The work must be certified by a State Registered Civil Engineer, Environmental Health Specialist or Geologist, and shall be submitted to the District Specialist.

Mitigation Monitoring: Prior to recordation of the Final Map, the PRMD Health Specialist will verify that the above conditions are met.

56. The location, type, and functionality of the existing septic system are required to be documented by a registered civil engineer prior to recordation of the Final Map.

Mitigation Monitoring: Prior to recordation of the Final Map, the PRMD Health Specialist will verify that the above conditions are met.

57. NOTE ON MAP GRADING AND IMPROVEMENT PLANS: "Construction activities for this project shall be restricted as follows:

- a. All internal combustion engines used during grading and construction of new residences will be operated with mufflers that meet the requirements of the State Resources Code, and, where applicable, the Vehicle Code. Equipment shall be properly maintained and turned off when not in use.
- b. Except for actions taken to prevent an emergency, or to deal with an existing emergency, all construction activities shall be restricted to the hours of 7:00 a.m. and 7:00 p.m. on weekdays and 9:00 a.m. and 7:00 p.m. on weekends and holidays

- c. There shall be no start up of machines or equipment, no delivery of materials or equipment, and no servicing of equipment prior to 7:00 a.m, Monday through Friday or 9:00 am on weekends and holidays; A sign(s) shall be posted on the site regarding the allowable hours of construction, and including the developer's phone number for public contact.
- d. Construction maintenance, storage and staging areas for construction equipment shall avoid proximity to residential areas to the maximum extent practical. Stationary construction equipment, such as compressors, mixers, etc., shall be placed away from residential areas and/or provided with acoustical shielding. Quiet construction equipment shall be used when possible."

Mitigation Monitoring: The project planner shall ensure that the note is shown on the map. PRMD staff shall ensure that the measures are listed on all grading and building or improvement plans for residential construction, prior to issuance of grading or building permits. Any noise complaints will be investigated by PRMD staff. If violations are found, PRMD shall seek voluntary compliance from the permit holder and thereafter may initiate an enforcement action and/or revocation or modification proceedings, as appropriate.

58. Dedication of parkland or payment of fees, in lieu of dedication, shall be paid prior to recordation of the Parcel Map. Alternatively, at the request of the subdivider, fees may be paid prior to issuance of building permits for new residential construction on each lot. If fees are intended to be paid prior to issuance of building permits, the following NOTE shall be placed on the Parcel Map:

NOTE ON MAP: "New residential construction on these parcels is subject to payment of parkland fees in accordance with Section 25-58 et. seq. of the Sonoma County Subdivision Ordinance. Evidence that fees are paid shall be provided to the Regional Parks Department prior to the issuance of building permits."

59. NOTE ON MAP: "Development on this parcel is subject to the Sonoma County Fire Safe Standards and shall be reviewed and approved by the County Fire Marshal/Local Fire Protection District. Said plan shall include, but not be limited to: emergency vehicle access and turn-around at the building sites), addressing, water storage for fire fighting and fire break maintenance around all structures. Prior to occupancy, written approval that the required improvements have been installed shall be provided to PRMD from the County Fire Marshal/Local Fire Protection District."
60. This "At Cost" entitlement is not vested until all permit processing costs and development fees are paid in full. Additionally, no grading or building permits shall be issued until all permit processing costs and development fees are paid in full.
61. Prior to submitting the subdivision check print maps to the County Surveyor, the applicant shall submit, to PRMD - Project Review Division, a Condition Compliance Review Fee deposit (amount to be determined consistent with the ordinance in effect at that time). This "At Cost" fee is a minimum deposit and condition compliance is charged on an actual cost basis. Should the actual costs exceed the amount of the fee, the applicant will be billed for additional costs. In addition, the applicant shall also pay any application processing fees that have exceeded the initial deposit fee to process the subdivision application.
62. The applicant shall include these Conditions of Approval on a separate sheet of plan sets to be submitted for building and grading permit applications.
63. The projects grading and landscape plans shall demonstrate compliance with the tree protection ordinance, including on-site tree replacement, and specify tree protection fencing and other

protection measures.

64. NOTE ON MAP: "Affordable housing requirements apply to each residential lot pursuant to Section 26-89-040 F of the Sonoma County Code. Each nonexempt residential unit shall pay an in-lieu affordable housing fee at the time of issuance of the building permit, unless a building permit for a qualifying affordable unit is approved prior to or concurrent with the building permit for the nonexempt residential unit."
65. The Director of PRMD is hereby authorized to modify these conditions for minor adjustments to respond to unforeseen field constraints provided that the goals of these conditions can be safely achieved in some other manner. The applicant must submit a written request to PRMD demonstrating that the conditions is infeasible due to specific constraints (e.g. lack of property rights) and shall include a proposed alternative measure or option to meet the goal or purpose of the condition. PRMD shall consult with affected departments and agencies and may require an application for modification of the approved Tentative Map. Changes to conditions that may be authorized by PRMD are limited to those items that are not adopted standards or were not adopted as mitigation measures or that were not at issue during the public hearing process. Any modification of the permit conditions shall be documented with an approval letter from PRMD, and shall not affect the original permit approval date or the term for expiration of the permit.

The owner/operator and all successors in interest, shall comply with all applicable provisions of the Sonoma County Code and all other applicable local, state and federal regulations.

PROJECT PROPOSAL STATEMENT

Minor Subdivision

The Lands of Victoria K. Sebastiani, Trustee of The Victoria K. Sebastiani Revocable Trust dated August 29, 2005, commonly known as 21260 Hyde Road (APN 126-052-030), Sonoma.

This is a request for a Minor Subdivision of the Lands of Victoria K. Sebastiani, Trustee of The Victoria K. Sebastiani Revocable Trust, described by document recorded June 19, 2006 under Document Number 2006-075698, Sonoma County Records, APN 126-052-030, to split the existing 12.3 acre parcel into two (2) parcels of approximately 6.7 acres and 5.6 acres. The current zoning of the parcel is AR B7 RC 100/50 VOH.

The existing parcel contains a ridge running northwest to southeast, and slopes away from the ridge in the northeast and southwest directions at slopes ranging from 2-30%. Vegetation consists of grassland with trees; primarily oak. The existing home is accessed via Hyde Road near the southwest corner of the parcel. Proposed Parcel 2 will have frontage on Hyde Road and Hyde-Burndale Road. There is one (1) existing residence, one (1) existing carport, and one (1) existing second dwelling unit and garage on the parcel at this time and they will remain on proposed Parcel 1. The residence is served by an existing private water well and private septic system. The purpose of this minor subdivision is to create a new residential parcel on the northwesterly portion of the property. The "Tentative Map" included shows outlines of the potential septic area tested to support the proposed parcel. The property lies in a Zone 1 water availability area and the existing well is sufficient to be shared to support the new parcel. Alternately, the new parcel may drill a new well for water supply.

The parcels are and will be served by the Schell-Vista Fire Protection District. No other significant fire hazard has been identified on or immediately adjacent to the property. The adjacent developed properties contain residential buildings and landscaping which are not anticipated to provide any additional fire hazard. New development on the property will be done in conformance with fire safe standards.

This parcel was included in a Minor Subdivision processed and approved under Parcel Map 90-554. The minor subdivision application was filed while there was a temporary moratorium on subdivision applications in the Sonoma Valley. The moratorium was adopted by urgency ordinance 4105 by the Board of Supervisors on November 7, 1989. The ordinance was modified by Ordinance 4150 on February 14, 1990, to provide for certain specified exceptions. The moratorium was extended under Ordinance 4187, adopted April 24, 1990, to provide time to complete the study of growth projections in the Sonoma Valley planning area. Ultimately the study of the growth projections for the Sonoma Valley in the General Plan were validated and the moratorium was lifted. The subsequent update of the General Plan maintained the same five acre zoning density for this project area.

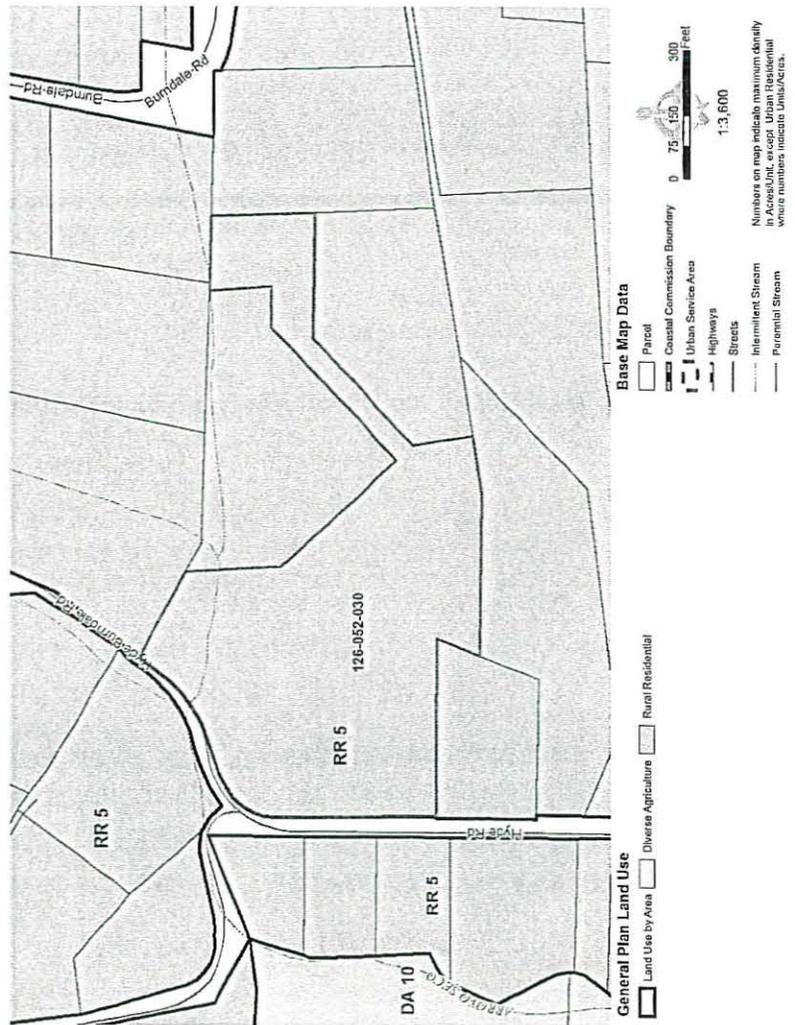
The 1990 minor subdivision application utilized the exception under the moratorium regarding the owner subdividing "existing residential units". The property included three residential units at the time of the application and the proposed lot configuration placed one unit on each

proposed parcel. The resulting Parcel 1 retained the primary dwelling and just over 11 acres of land. To comply with the provisions of the moratorium the property was rezoned to include a B7 combining district to preclude further subdivision. On September 18, 1991, the property owner filed a Lot Line Adjustment application to relocate the property line between Lot 1 and Lot 3 on the minor subdivision. The adjustment included the structure identified as an "apartment and garage" that was the qualifying unit for Lot 3 under the minor subdivision application. This structure was remodeled in 1995 under building permit to become a second dwelling unit.

This project application requests a Zone Change and General Plan amendment to remove the B7 zoning designation for the property and divide this 12.3 acre parcel into two lots containing 6.7 and 5.6 acres. The land division is in conformance with current zoning for the area under the General Plan. The resulting parcels would be consistent with development in the neighborhood with respect to lot size and land use. The owner would like to build a new home and make the existing residence available for her daughter's family. The current zoning, including the B7 combining district, would allow for construction of the new home. The removal of the B7 zoning and completion of a land division would enable conveyance or financing of the structures separately.

To evaluate the potential impacts of removing the B7 zoning designation for this property we reviewed County records for subdivision actions taken during the period of the temporary moratorium. We copied the Project Review Advisory Committee minutes from November 2, 1989 through December 19, 1991. In that time period we identified 30 major and minor subdivision applications in the Sonoma Valley that were heard by PRAC. Of those applications, 18 were projects that were filed before the moratorium and were on the PRAC calendar for extension of time or modification of conditions; 5 projects used their full density and did not result in B7 zoning; 4 projects were withdrawn or never completed; 3 projects, including this property, were approved under the moratorium conditions and resulted in application of B7 zoning. One of these projects was ZC/MNS 90-490 located on Morningside Mountain Road and the other is ZC/MNS 91-113 located on Gehricke Road. A tabulation of our research is included with this application for review. If this rezone application is approved these two projects would be the only other properties approved under the moratorium that could make a similar application provided they were able to document suitable conditions for building sites, water supply, septic systems, and access.

General Plan



Vicinity Map

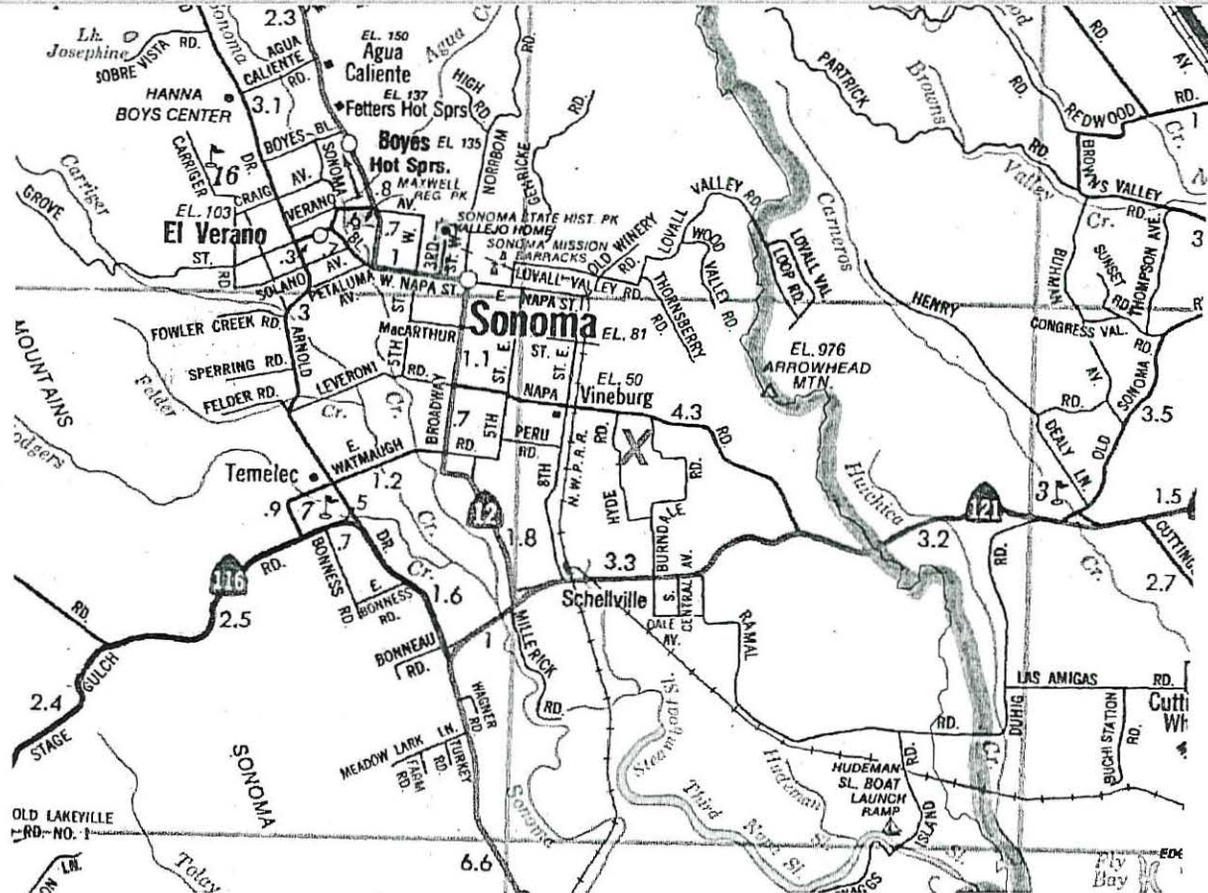




EXHIBIT D

Parcel Description:

Total Acreage: 12.4± Acres
 Proposed Number of Parcels: Two (2) Parcels
 Proposed Parcel No. 1: 5.5 Acres +/-
 Proposed Remainder: 6.9 Acres +/-
 Existing Use: Residential
 Proposed Use, Parcel No. 1: Residential
 Proposed Use, Remainder: Residential
 Existing Zoning: AR B7 RC100/50 VOH
 Proposed Zoning, Parcel No. 1: AR RC100/50 VOH
 Proposed Zoning, Remainder: AR RC100/50 VOH

UTILITY SERVICES PROVIDED BY:

Domestic Water: Private Well
 Sanitary Sewer: Private Sewer Disposal System
 Fire Protection: Schell-Vista
 Electric & Gas: Pacific Gas & Electric

OWNER/SUBDIVIDER:

Vicki Sebastiani
 21260 Hyde Road
 Sonoma, Ca. 95476
 (707) 484-2258

SURVEYOR/ENGINEER:

ADDBE ASSOCIATES, INC.
 1220 N. Dutton Avenue
 Santa Rosa, Ca. 95401
 (707)541-2300 phone
 (707)541-2301 fax

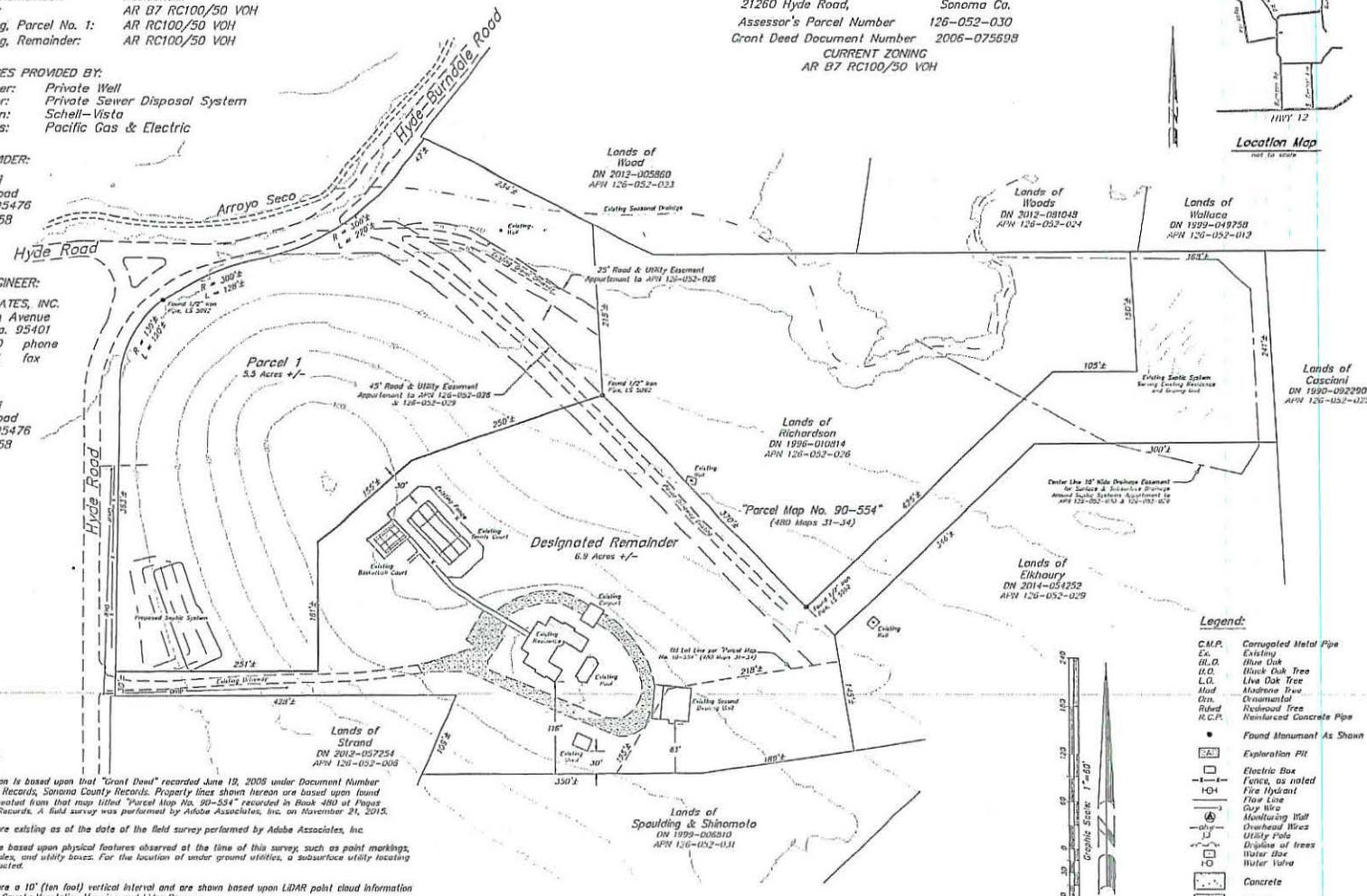
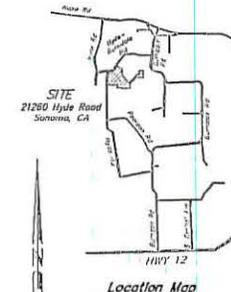
APPLICANT

Vicki Sebastiani
 21260 Hyde Road
 Sonoma, Ca. 95476
 (707) 484-2258

Tentative Map Lands of Sebastiani

Minor Subdivision

21260 Hyde Road, Sonoma Co.
 Assessor's Parcel Number 126-052-030
 Grant Deed Document Number 2006-075699
 CURRENT ZONING
 AR B7 RC100/50 VOH



- Legend:**
- C.M.P. Corrugated Metal Pipe
 - Ex. Existing
 - GL.C. Glass Oak
 - GL.O. Black Oak Tree
 - L.O. Live Oak Tree
 - Mud. Madrone Tree
 - Cre. Creosote Tree
 - Redwd. Redwood Tree
 - R.C.P. Reinforced Concrete Pipe
 - Found Manumnt. As Shown
 - Exploration Pit
 - Electric Box
 - Fence, as noted
 - Fire Hydrant
 - Flow Line
 - Gas Valve
 - Monitoring Well
 - Overhead Wires
 - Utility Pole
 - Utility of trees
 - Water Box
 - Water Valve
 - Concrete
 - Gravel

General Notes:

Property owner information is based upon that "Grant Deed" recorded June 15, 2005 under Document Number 2006-072693 of Official Records, Sonoma County Records. Property lines shown hereon are based upon found monumentation and delineated from that map titled "Parcel Map No. 90-554" recorded in Book 389 of Pages 31-34, Sonoma County Records. A field survey was performed by Adbbe Associates, Inc. on November 21, 2015.

Features shown hereon are existing as of the date of the field survey performed by Adbbe Associates, Inc.

Utilities shown hereon are based upon physical features observed at the time of this survey, such as point markings, overhead wiring, utility poles, and utility bases. For the location of underground utilities, a subsurface utility locating company should be contacted.

Contours shown hereon are a 10' (ten foot) vertical interval and are shown based upon LIDAR point cloud information provided by the Sonoma County Vegetation Mapping and Lidar Program.

Tentative Map
 The Lands of Sebastiani
 21260 Hyde Road,
 Assessor's Parcel Number 126-052-030

Scale: 1" = 60'
 Date: November 15, 2016
 Design by: SUE
 Drawn by: JES
 Checked by: JES

Sheet
 1
 of 1 sheet
 Job No. 15152

EXHIBITE

PROJECT REVIEW ADVISORY COMMITTEE RECORD OF ACTION

November 17, 2016

Item No: 4
 Time: 9:25 a.m.
 File No.: PLP15-0082
 Staff: Blake Hillegas
 Applicant: Vicki Sebastiani
 Owner: Same
 Con't from: n/a
 Env. Doc: Mitigated Negative Declaration
 Proposal: Request for a zone change from AR (Agricultural and Residential District), B7 (Frozen Lot Size), RC100/50 (Riparian Corridor), VOH (Valley Oak Habitat), to AR, RC100/50, VOH and request for a minor subdivision of a 12.3 acre parcel into two lots of 6.7 acres and 5.6 acres in size.
 Location: 21260 Hyde Road, Sonoma
 APN: 126-052-030
 District: 1
 Zoning: AR B7 RC100/50 VOH

ACTION: Recommend to the Planning Commission.

SPEAKERS PRESENT:

PROJECT REVIEW AND ADVISORY COMMITTEE:

Leonard Gabrielson: Aye	Mitch Simson: Aye	Keith Hanna: Aye	Gail Davis: Aye
Yoash Tilles: Aye/Second		Becky Ver Meer: Absent	Melinda Grosch: Aye/Motion
Ayes: 6	Noes: 0	Absent: 1	Abstain: 0

FINDINGS:

1. The subdivision is consistent with the General Plan because it complies with land use, density, and other applicable policies.
2. The subdivision design, and associated improvements are consistent with the General Plan and Subdivision Ordinance because they meet subdivision design standards, including but not limited to, lot design, lot size, lot width, road width, access, water supply, sanitation, storm water, lighting, and landscape requirements.
3. The site is physically suitable for the proposed type of development due to site characteristics, density, development standards, and conditions of the Tentative Map.
4. The site is physically suitable for the proposed density due to site characteristics, development standards, and conditions of the Tentative Map.
5. The design of the subdivision and the proposed improvements will not cause substantial environmental damage or injure fish or wildlife or their habitat because conditions of approval, and/or mitigation measures are included to minimize environmental impacts to less than significant.
6. The design of the subdivision and the proposed improvements will not cause serious public health problems because there were no hazardous materials identified on the project site and conditions of approval require a potable water supply and waste disposal in accordance with local and state regulations.
7. The design of the subdivision will not conflict with easements, acquired by the public at large, for access through or use of, property within the subdivision because there were no public easements identified on the site.
8. A Mitigated/Negative Declaration was considered in the recommendation for the subdivision in accordance with the appropriate law and guidelines.
9. As discussed in the Initial Study, the project, as mitigated, involves no significant potential impact or adverse impact on biotic/wildlife resources
10. The subdivision complies with the State Subdivision Map Act, including Section 66474 as demonstrated in the findings noted above.

CONDITION MODIFICATIONS:

Cond #

Survey and Health Conditions Modified.

14-23 Replace with new Surveyor Condition.

49 and 61 Combine, place under Fire and Note on Map

50 Modify include landscaping and all disturbance

36 Is only a partial Condition

35 Make a Note on Map

51 Eliminate

Add Standard Health Conditions:

#29, #36 and #37

Easement language from well to Designated Remainder

#57 Move to under Health Conditions.

480

31

TRUSTEE'S CERTIFICATE
 First American Title Insurance Company, a California Corporation as Trustee under
 Deed of Trust recorded March 1, 1991 as Instrument No. 89-007949, Official Records
 of Sonoma County, hereby consent to the making and filing of this map.

IN WITNESS WHEREOF, said company has caused its seal to be affixed this
 9th day of August, 1991.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: [Signature]
 and *[Signature]*
 and *[Signature]*

TRUSTEE'S ACKNOWLEDGEMENT
 State of California
 County of Sonoma

On this 9th day of August, 1991, before me a Notary Public in and for
 said county and state, residing therein, duly commissioned and sworn, personally appeared
 [Name], [Address], [City], [State], [Zip], the Company that
 executed the within instrument as Trustee and acknowledged to me that such
 corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day
 and year in this certificate first above written.

[Signature]
 Notary Public
 County of Sonoma, State of California
 My Commission Expires: 3/19/93

CERTIFICATE OF ACCEPTANCE
 (Government Code 27260)

The County Surveyor, on behalf of the COUNTY OF SONOMA, pursuant to the
 authority conferred by Resolution No. 85-1640 of the Board of Supervisors as
 adopted on July 30, 1985, has accepted, on behalf of the public, Hyde Road
 and Hyde-Burnside Road.

[Signature]
 County Surveyor
 County of Sonoma
 9-10-91
 Date

TRUSTEE'S CERTIFICATE
 Citizens Bank of Sonoma, a California Corporation as Trustee under Deed
 of Trust recorded March 1, 1991 as Instrument No. 89-007949, Official Records of
 Sonoma County, hereby consent to the making and filing of this map.

IN WITNESS WHEREOF, said corporation has caused its seal to be affixed this
 9th day of August, 1991.

CITICORP BANK, INC. as Substantive Trustee

[Signature]
 and *[Signature]*
 and *[Signature]*

TRUSTEE'S ACKNOWLEDGEMENT
 State of California
 County of Sonoma

On this 9th day of August, 1991, before me a Notary Public in and
 for said county and state, residing therein, duly commissioned and sworn, personally
 appeared [Name], [Address], [City], [State], [Zip], the Corporation,
 at [Address], [City], [State], [Zip], the Corporation,
 this executing the within instrument as Trustee and acknowledged to me that such
 corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day
 and year in this certificate first above written.

[Signature]
 Notary Public
 County of Sonoma, State of California
 My Commission Expires: 3/19/93

COUNTY SURVEYOR'S STATEMENT
 This map conforms with the requirements of the
 Subdivision Map Act and local ordinances.
 Date: 9-10-91

[Signature]
 County Surveyor
 Deputy County Surveyor

OWNER'S STATEMENT
 We hereby state that we are the owners of and have the right, title and interest in and to
 the real property included within the subdivision shown upon this map, and are the only persons
 whose consent is necessary to pass clear title to said property and we consent to the making
 and filing of said map of the subdivision shown within the border lines, and we hereby authorize
 the recording and filing thereof through third to the public for public use, all as shown on this map.

[Signature]
 John W. Able
 Patricia B. Able

ACKNOWLEDGEMENT
 State of California
 County of Sonoma

On this 11th day of July, 1991, before me a Notary Public in and for
 said county and state, residing therein, duly commissioned and sworn, personally appeared
 John W. Able and Patricia B. Able
 for me on the basis of satisfactory evidence to be the
 persons whose name is subscribed to this instrument, and acknowledged to me that he/she or
 they executed it.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and
 year in this certificate first above written.

[Signature]
 Notary Public
 County of Sonoma, California

TAX COLLECTOR'S CERTIFICATE
 According to the records in the office of the undersigned, there are no liens against this
 subdivision, or any part thereof, for unpaid state, county, municipal or local taxes or special
 assessments collected as taxes, except taxes or special assessments considered as taxes
 payable at \$4,500.

The land in said subdivision is not subject to special assessment or bond which may be paid
 in full.

Security required pursuant to Government Code Sections 66403(a) & 66403(d) are hereby
 accepted and approved.

Date: 9-11-91
 Tax Collector: [Signature] Mary Jo Bush Bogg
 County of Sonoma, State of California

COUNTY CLERK'S CERTIFICATE
 I certify that all taxes, money or negotiable bonds required under the provisions of the
 Subdivision Map Act (to secure payment of taxes assessed) have been filed with and
 approved by the County of Sonoma, namely, Sonoma County Government Code Sections
 66403(a) and 66403(d) in the sum of \$4,500.00, respectively.

Date: 9-11-91
 Clerk of the Board of Supervisors

RECORDERS STATEMENT
 Filed this 9th day of August, 1991
 at [Address], [City], [State], [Zip]
 in the request of the County Clerk. # 89-17750

[Signature]
 County Recorder
 Deputy County Recorder

PARCEL MAP NO. 90-554
 LANDS OF JOHN W. ABLE AND PATRICIA B. ABLE, AS
 PER DOC. NO. 89-007949 S.C.R. BEING LOT 14 AND A
 PORTION OF LOTS 12 AND 15, HYDE RANCH SUBDIVISION,
 23 MAPS 20, LYING WITHIN THE HUCHICAL RANCHO.

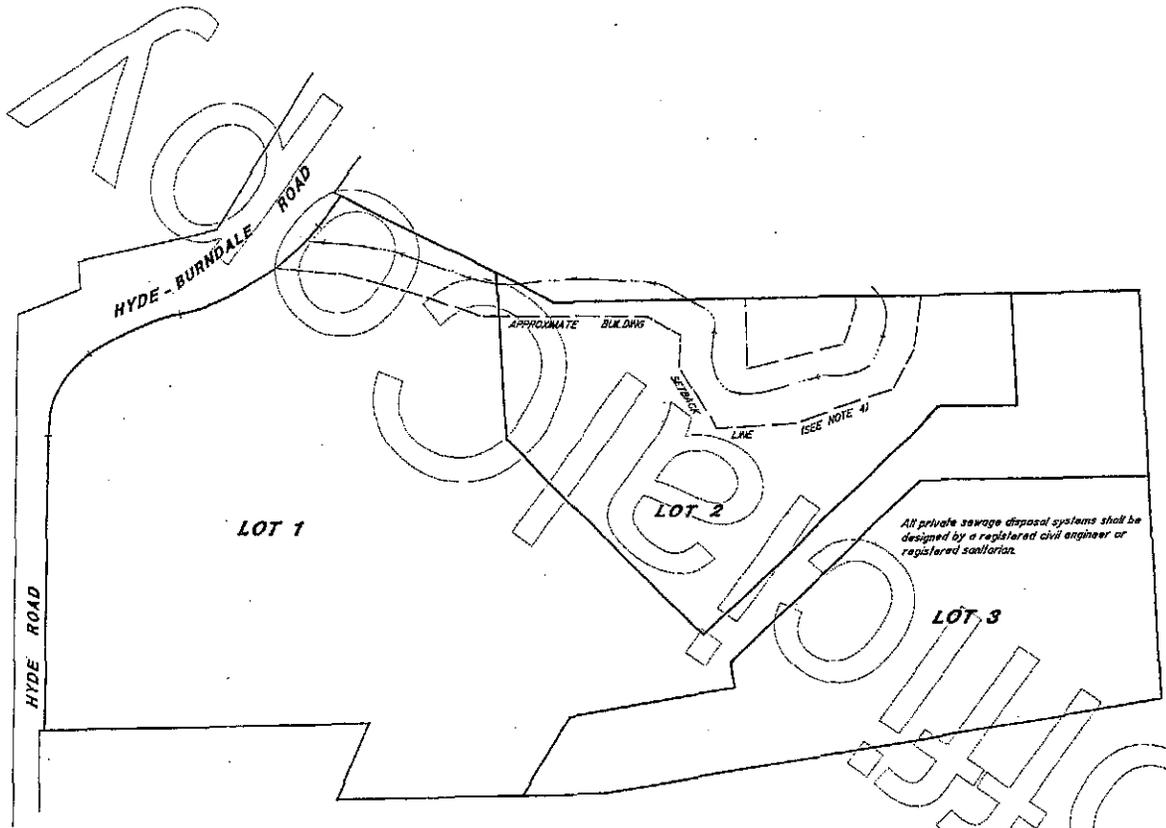
COUNTY OF SONOMA, STATE OF CALIFORNIA

MIKE BURT
 LAND SURVEYOR
 SONOMA, CALIFORNIA

AP. No. 85-025-03
 SHEET 1 OF 4

480

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NOTES:

- 1) New residential construction on these parcels is subject to payment of parkland fees in accordance with Section 25-53 et. seq. of the Sonoma County Subdivision Ordinance. Evidence that fees are paid shall be provided to the Regional Parks Department prior to the issuance of building permits.
- 2) Prior to Building Permit issuance, a Fire Safety Plan shall be reviewed and approved by the County Fire Marshal/Fire Protection District. Said plan shall include, but not be limited to, emergency vehicle access and fire turnaround of the building site, house numbering, water storage for fire fighting and fire break maintenance around all structures. Prior to occupancy, written approval that the required improvements have been installed shall be provided to the Planning Department from the County Fire Marshal and/or the local fire protection district.
- 3) New residential construction is subject to payment of Sonoma Valley Development fees. Fees shall be paid to the Public Works Department prior to the issuance of building permits.
- 4) A building setback line along the waterway shall be measured from the top of the streambank outward a distance of 2-1/2 times the height of the streambank plus 30 feet or 30 feet outward from the top of the streambank, whichever distance is greater.

"SUPPLEMENTAL MAP SHEET"
PARCEL MAP NO. 90-554
 LANDS OF JOHN W. ABLE AND PATRICIA B. ABLE AS
 PER DOC. NO. 89-57437 S.C.R., BEING LOT 14 AND A
 PORTION OF LOTS 12 AND 15, HYDE RANCH SUBDIVISION,
 23 MAPS 20, LYING WITHIN THE HUCHICA RANCHO.

COUNTY OF SONOMA, STATE OF CALIFORNIA
 MIKE BUTI
 LAND SURVEYOR
 SONOMA, CALIFORNIA

ORDINANCE NO. 4105

AN ORDINANCE OF THE BOARD OF SUPERVISORS, COUNTY OF SONOMA, STATE OF CALIFORNIA, ADOPTING A TEMPORARY MORATORIUM ON THE ACCEPTANCE OF APPLICATIONS FOR SUBDIVISIONS IN THE SONOMA VALLEY AREA OF THE COUNTY.

(URGENCY ORDINANCE - 4/5 VOTE REQUIRED)

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

SECTION I. The Board hereby makes the following findings:

A. The Planning Department on November 7, 1989, delivered to the Board a Residential Growth Management Report. That report indicates, among other things, that the rate of growth in the County is far exceeding that anticipated at the time of the adoption of the 1989 General Plan. Specifically, the following troubling statistics were included.

1. The existing number of residences in the Sonoma Coast/Gualala Basin planning area exceed the 1990 projection by 333 units.

2. The existing number of residences in the Healdsburg and Environs planning area exceed the 1990 projection by 323 residences.

3. The number of residences in the Santa Rosa and Environs planning area exceed the 1990 projection by 1385 units.

4. The number of residences in the Sebastopol and Environs planning area is greater than projected for 1990 and 2005 by 606 and 356 units respectively.

5. The number of residences in the Sonoma Valley planning area exceed the 1990 and 2005 projections by 1206 and 306 units respectively.

B. The fact that the pace of residential growth is far exceeding projections is an immediate threat to the preservation of the public peace, health or safety in at least the following respects:

1. Infrastructure planning in the General Plan is largely geared toward providing the public services and hard infrastructure necessary to serve the population projected in the Plan. Presently, given the surging increase in residential construction, without some method of regulating the timing of growth the demands on hard and soft public infrastructure will exceed the County's ability to provide needed services and public improvements. This is detrimental to the health, safety and welfare of the citizens of Sonoma County.

2. The discrepancy between population projections and infrastructure is most acute in Planning Area No. 9, the Sonoma Valley. The sewer system serving the Sonoma Valley is currently at 80% capacity and is under an Order from the State Water Resources Control Board limiting discharges. Public water delivery systems have documented problems. Schools are impacted. Additionally, the Sonoma Valley Traffic Study identifies road infrastructure improvements that are needed at half build-out of the area. Currently, those improvements are lagging behind the percentage of build-out already completed.

3. In order to preserve the integrity of the General Plan and to preserve the public health, peace and safety in the Sonoma Valley, it is necessary to impose interim measures to make sure that residential growth does not out-strip the public infrastructure needed to serve it. Policies of the circulation element and the land use element provide that new development should only occur when mechanisms are available to construct the improvements necessary to achieve identified levels of traffic service. Plan policies also provide that new developments should be correlated with roadway improvements necessary to serve such development. Since the present inventory of residential housing units exceeds by 1206 units the 1990 projections, some steps must be taken at this time in order to slow the rate of growth while an appropriate study can be conducted to ascertain the precise parameters of the planning problems facing the area. Although the Board does not wish to work an undue hardship on property owners in Planning Area No. 9 by imposing an outright building moratorium, it is necessary to slow down the creation of additional buildable lots pending a study and recommendation on how to deal with long term growth problems of the area and the County.

SECTION II. No new application for a residential subdivision within the Sonoma Valley planning area shall be accepted or processed by the Planning Department for the period of temporary moratorium established by this Ordinance. A map depicting the Sonoma Valley planning area is attached hereto as Exhibit "A." A parcel specific delineation of those properties within Planning Area No. 9, the Sonoma Valley, may be found on the large land use maps adopted by the Board of Supervisors on March 23, 1989, in connection with the adoption of the General Plan. Copies of such maps are available for public inspection in the Planning Department.

SECTION III. Notwithstanding the limitations of Section II above, an application for a subdivision may be accepted and processed if accompanied by an environmental impact report which, through acceptable methodology and analysis, sets forth a comprehensive discussion of the relationship between the availability of public services and infrastructure in light of the outpacing of 2005 projections by existing residential development.

SECTION IV. The temporary moratorium on subdivision applications established herein shall continue for a period of six (6) months from the effective date of this Ordinance, at which time or as soon thereafter as the matter can be heard, this Board will consider the comprehensive Growth Management Report generated by the Growth Management Committee and responsible County departments. If such report is available prior to the expiration of the six (6) month period provided for herein, such report shall be delivered to the Board as soon as possible after completion. If the conditions giving rise to this moratorium are still in effect at the end of the six (6) month period, the Board will consider whether to extend the temporary moratorium established herein.

SECTION V. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this Ordinance. The Board of Supervisors hereby declares that it would have passed this Ordinance and every section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

SECTION VI. This Ordinance shall be and the same is hereby declared to be in full force and effect from and after November 7, 1989, and shall be published once before the

expiration of fifteen (15) days after said effective date, with the names of the supervisors voting for or against the same, in the Santa Rosa 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, this Ordinance was introduced and adopted this 7th day of November, 1989, on regular roll call of members of said Board by the following vote:

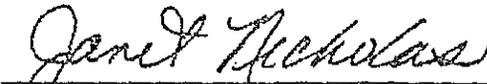
SUPERVISORS:

HARBERSON aye SMITH no ESPOSTI aye CARPENTER aye NICHOLAS aye

AYES 4 NOES 1 ABSTAIN 0 ABSENT 0

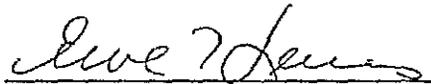
WHEREUPON, the Chair declared the above and foregoing ordinance duly adopted and

SO ORDERED.



Chair, Board of Supervisors of
the County of Sonoma, State
of California

ATTEST:



EEVE T. LEWIS, County Clerk and
ex-officio Clerk of the Board of
Supervisors

ORDINANCE NO. 4150

AN ORDINANCE OF THE BOARD OF SUPERVISORS, COUNTY OF SONOMA, STATE OF CALIFORNIA, AUTHORIZING SPECIFIED EXCEPTIONS TO THE TEMPORARY MORATORIUM ON THE ACCEPTANCE OF APPLICATIONS FOR SUBDIVISIONS IN THE SONOMA VALLEY AREA OF THE COUNTY.

(URGENCY ORDINANCE - 4/5 VOTE REQUIRED)

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

SECTION I. On November 7, 1989, the Board made the following findings:

A. The Planning Department on November 7, 1989, delivered to the Board a Residential Growth Management Report. That report indicates, among other things, that the rate of growth in the County is far exceeding that anticipated at the time of the adoption of the 1989 General Plan. Specifically, the following troubling statistics were included.

1. The existing number of residences in the Sonoma Coast/Gualala Basin planning area exceed the 1990 projection by 333 units.

2. The existing number of residences in the Healdsburg and Environs planning area exceed the 1990 projection by 323 residences.

3. The number of residences in the Santa Rosa and Environs planning area exceed the 1990 projection by 1385 units.

4. The number of residences in the Sebastopol and Environs planning area is greater than projected for 1990 and 2005 by 606 and 356 units respectively.

5. The number of residences in the Sonoma Valley planning area exceed the 1990 and 2005 projections by 1206 and 306 units respectively.

B. The fact that the pace of residential growth is far exceeding projections is an immediate threat to the preservation of the public peace, health or safety in at least the following respects:

1. Infrastructure planning in the General Plan is largely geared toward providing the public services and hard

infrastructure necessary to serve the population projected in the Plan. Presently, given the surging increase in residential construction, without some method of regulating the timing of growth the demands on hard and soft public infrastructure will exceed the County's ability to provide needed services and public improvements. This is detrimental to the health, safety and welfare of the citizens of Sonoma County.

2. The discrepancy between population projections and infrastructure is most acute in Planning Area No. 9, the Sonoma Valley. The sewer system serving the Sonoma Valley is currently at 80% capacity and is under an Order from the State Water Resources Control Board limiting discharges. Public water delivery systems have documented problems. Schools are impacted. Additionally, the Sonoma Valley Traffic Study identifies road infrastructure improvements that are needed at half build-out of the area. Currently, those improvements are lagging behind the percentage of build-out already completed.

3. In order to preserve the integrity of the General Plan and to preserve the public health, peace and safety in the Sonoma Valley, it is necessary to impose interim measures to make sure that residential growth does not out-strip the public infrastructure needed to serve it. Policies of the circulation element and the land use element provide that new development should only occur when mechanisms are available to construct the improvements necessary to achieve identified levels of traffic service. Plan policies also provide that new developments should be correlated with roadway improvements necessary to serve such development. Since the present inventory of residential housing units exceeds by 1206 units the 1990 projections, some steps must be taken at this time in order to slow the rate of growth while an appropriate study can be conducted to ascertain the precise parameters of the planning problems facing the area. Although the Board does not wish to work an undue hardship on property owners in Planning Area No. 9 by imposing an outright building moratorium, it is necessary to slow down the creation of additional buildable lots pending a study and recommendation on how to deal with long term growth problems of the area and the County.

SECTION II. It has come to the attention of the Board of Supervisors that it would be equitable to allow two additional narrow exceptions to the moratorium adopted by the Board as Ordinance No. 4105 on November 7, 1989.

SECTION III. Section III of Ordinance No. 4105 is hereby amended to read as follows:

"Notwithstanding the limitations of Section II above, an application for a subdivision may be accepted and processed if any of the following conditions exist:

"(a) The application is accompanied by an environmental impact report which, through acceptable methodology and analysis, sets forth a comprehensive discussion of the relationship between the availability of public services and infrastructure in light of the outpacing of year 2005 projections by existing residential development.

"(b) The application proposes to subdivide existing residential units and includes conditions prohibiting additional residential construction on the property to be subdivided.

"(c) The applicant can prove that he or she was in line in the Sonoma County Planning Department waiting to file the subdivision application at the time that the Board adopted Ordinance No. 4105."

SECTION IV. Except as expressly modified herein, all provisions of Ordinance No. 4105 shall remain in full force and effect.

SECTION V. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this Ordinance. The Board of Supervisors hereby declares that it would have passed this Ordinance and every section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

SECTION VI. This Ordinance shall be and the same is hereby declared to be in full force and effect from and after February 14, 1990, and shall be published once before the expiration of fifteen (15) days after said effective date, with the names of the supervisors voting for or against the same, in the Santa Rosa 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, this Ordinance was introduced and adopted this 14th day of February, 1990, on regular roll call of members of said Board by the following vote:

SUPERVISORS:

NICHOLAS _____ HARBERSON _____ SMITH _____ CARPENTER _____ ESPOSTI _____
AYES 5 NOES _____ ABSTAIN _____ ABSENT _____

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

SO ORDERED.

Nick Esposito

Chair, Board of Supervisors of
the County of Sonoma, State
of California

ATTEST:

Eve T. Lewis
EEVE T. LEWIS, County Clerk and
ex-officio Clerk of the Board of
Supervisors

ORDINANCE NO. 4187

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA, STATE OF CALIFORNIA, EXTENDING A TEMPORARY MORATORIUM ON THE ACCEPTANCE OF APPLICATIONS FOR SUBDIVISIONS IN THE SONOMA VALLEY AREA OF THE COUNTY.

(URGENCY ORDINANCE - 4/5 VOTE REQUIRED)

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

SECTION I. The Board hereby makes the following findings:

(a) On November 7, 1989 the Board of Supervisors adopted Ordinance No. 4105 establishing a temporary moratorium on the acceptance of applications for subdivisions in the Sonoma Valley area of the County.

(b) Ordinance No. 4105 was amended by Ordinance No. 4150 on February 14, 1990, to provide for certain specified exceptions to the temporary moratorium.

(c) Ordinance Nos. 4105 and 4150 contained findings which described the apparent discrepancy between general plan population projections and residential growth in the Sonoma Valley area of the County. The temporary moratorium was adopted to limit subdivisions pending a study of growth projections and actual residential growth in the Sonoma Valley. To date, the results of that study are not complete.

(d) Pending completion of the growth management report referenced in Ordinance No. 4105, it is necessary to extend the temporary subdivision moratorium to address the same concerns detailed in Ordinance Nos. 4105 and 4150.

SECTION II. No new application for a residential subdivision within the Sonoma Valley planning area shall be accepted or processed by the Planning Department for the period of temporary moratorium established by this ordinance. A map depicting the Sonoma Valley planning area is attached hereto as Exhibit "A." A parcel specific delineation of those properties within planning area number nine, the Sonoma Valley, may be found on the large land use maps adopted by the Board of Supervisors on March 23, 1989, in connection with the adoption

of the general plan. Copies of such maps are available for public inspection in the Planning Department.

SECTION III. Notwithstanding the limitations of Section II above, an application for subdivision may be accepted and processed if any of the following conditions exist:

(a) The application is accompanied by an environmental impact report which, through acceptable methodology and analysis, sets forth a comprehensive discussion of the relationship between the availability of public services and infrastructure in light of the out-pacing of year 2005 projections by existing residential development.

(b) The application proposes to subdivide existing residential units and includes conditions prohibiting additional residential construction on the property to be subdivided.

(c) The applicant can prove that he or she was in line in the Sonoma County Planning Department waiting to file a subdivision application at the time the Board adopted Ordinance No. 4105.

(d) At the discretion of the Board of Supervisors, the Board may accept and process a subdivision application where the owner of the property to be subdivided is concurrently requesting a rezoning or plan amendment to substantially reduce the density which would otherwise be available to the subdivider under existing plans and zoning.

SECTION IV. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional and invalid, such decision shall not affect the validity of the remaining portion of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance and every section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

SECTION V. This ordinance shall be and the same is hereby declared to be in full force and effect from and after May 7, 1990, and shall be published once before the expiration of fifteen (15) days after said effective date, with the names of the Supervisors voting for or against the same, in the Santa Rosa 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, State of California, this ordinance was

introduced and adopted this 24th day of April, 1990, on regular roll call of the members of said Board by the following vote:

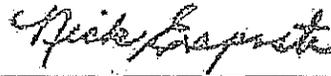
SUPERVISORS:

NICHOLAS aye HARBERTSON aye SMITH aye CARPENTER aye ESPOSTI aye

AYES 5 NOES 0 ABSTAIN 0 ABSENT 0

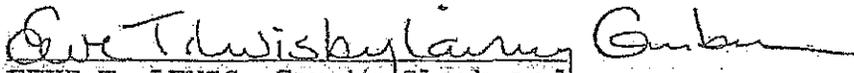
WHEREUPON, the Chair declared the above and foregoing ordinance duly adopted and

SO ORDERED.



Chair, Board of Supervisors of
the County of Sonoma, State of
California

ATTEST:



EVE T. LEWIS, County Clerk and
ex-officio Clerk of the Board of
Supervisors

County of Sonoma
Santa Rosa, California

April 6, 2017
PLP15-0082 Kimberly Nguyen

RESOLUTION OF THE PLANNING COMMISSION, COUNTY OF SONOMA, STATE OF CALIFORNIA APPROVING THE REQUEST FOR A ZONE CHANGE FROM AR (AGRICULTURE AND RESIDENTIAL) B7 (FROZEN LOT SIZE) RC100/50 (RIPARIAN CORRIDOR) VOH (VALLEY OAK HABITAT) DISTRICT TO AR (AGRICULTURE AND RESIDENTIAL) B6 5-ACRE DENSITY RC100/50 (RIPARIAN CORRIDOR) VOH (VALLEY OAK HABITAT) DISTRICT; AND A REQUEST FOR A MINOR SUBDIVISION OF 12.4 ACRES INTO A 5.5 ACRE PARCEL AND A 6.9 ACRE DESIGNATED REMAINDER.

WHEREAS, the applicant, Vicki Sebastiani, filed an application with the Sonoma County Permit and Resource Management Department for a Zone change from the AR B7 RC100/50 VOH District to the AR B6 5-acre density RC100/50 VOH District and a minor subdivision of 12.4 acres into a 5.5 acre parcel and a 6.9 acre Designated Remainder.

WHEREAS, a Mitigated Negative Declaration has been prepared for the project in accordance with the appropriate law and guidelines; and

WHEREAS, said Tentative Map has been referred to the Project Review and Advisory Committee and interested agencies, and reports and recommendations have been received therefrom; and

WHEREAS, in accordance with the provisions of law, the Planning Commission held a public hearing on April 6, 2017, at which time all interested persons were given an opportunity to be heard; and

WHEREAS, the Planning Commission makes the following findings:

1. The zone change and subdivision are consistent with the General Plan because it complies with the AR 5 acre density land use designation and other applicable policies. The subdivision design, and associated improvements are consistent with the General Plan and Subdivision Ordinance because they meet subdivision design standards, including but not limited to, lot design, lot size, lot width, road width, access, water supply, sanitation, storm water, lighting, and landscape requirements. The design of the subdivision will not conflict with easements, acquired by the public at large, for access through or use of, property within the subdivision because there were no public easements identified on the site.
2. The subdivision design and associated subdivision improvements are consistent with applicable policies and regulations based on the Sonoma County General Plan, and the Subdivision Ordinance.
3. The site is physically suitable for the type of development based on the terrain, density and development standards and conditions of the Tentative Map.
4. The design of the subdivision or the proposed improvements is not likely to cause substantial environmental damage or substantially and avoidably injure fish and wildlife and their habitat, based on conditions placed on the Tentative Map.

5. Based upon the information contained in the Initial Study included in the project file, it has been determined that there will be no significant environmental effect resulting from this project because mitigation measures have been incorporated into the project as Conditions of Approval. The Mitigated Negative Declaration has been completed in compliance with CEQA State and County guidelines, and the information contained therein has been reviewed and considered.
6. The subdivision and zone change will not be detrimental to the health, safety, peace, comfort and general welfare of persons residing or working in the neighborhood of such use, nor be detrimental or injurious to property and improvements in the neighborhood or the general welfare of the area. No hazardous materials were identified on the project site and conditions of approval require a potable water supply and waste disposal in accordance with local and state regulations.

BE IT FURTHER RESOLVED that the Sonoma County Planning Commission hereby grants the request for the Zone Change and Minor Subdivision, subject to the conditions in Exhibit "A", attached hereto.

BE IT FURTHER RESOLVED that the Planning Commission designates the Secretary as the custodian of the documents and other material which constitute the record of proceedings upon which the Board's decision herein is based. These documents may be found at the office of the Sonoma County Permit and Resource Management Department, 2550 Ventura Avenue, Santa Rosa, CA 95403.

BE IT FURTHER RESOLVED that the Sonoma County Planning Commission's action shall be final on the 10th day after the date of the Resolution unless an appeal is taken.

THE FOREGOING RESOLUTION was introduced by Commissioner _____, who moved its adoption, seconded by Commissioner _____, and adopted on roll call by the following vote:

Commissioner
Commissioner
Commissioner
Commissioner
Commissioner

Ayes: Noes: Absent: Abstain:

WHEREUPON, the Chairman declared the above and foregoing Resolution duly adopted; and

SO ORDERED.



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 44
(This Section for use by Clerk of the Board Only.)

To: Sonoma County Board of Supervisors

Board Agenda Date: June 20, 2017

Vote Requirement: Majority

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

Staff Name and Phone Number:

Leonard Gabrielson 707-565-3711

Supervisorial District(s):

Fourth

Title: Vacation of public right-of-way on portion of Rio Lindo Avenue, Healdsburg, SUR15-0050 and sale of the unencumbered fee interest to adjacent landowner

Recommended Actions:

- A. Conduct public hearing and adopt a resolution making certain findings, ordering the vacation and conveyance of a portion of Rio Lindo Avenue to the petitioners, Denis Moore and Paul Garza as community property, and authorizing the Chair to sign all instruments as may be necessary to effectuate the conveyance, provided they are in a form approved by County Counsel.

Executive Summary:

A vacation is an abandonment (removal) of the public's interest of a road right-of-way. The application is a petition to vacate (permanently remove or abandon), the public right-of-way in a portion of Rio Lindo Avenue in Healdsburg in order to legalize a substandard septic system. Approval of the resolution would authorize the vacation subject to specified conditions. The vacation would be complete when conditions are satisfied and County staff record the Resolution. Upon completion of the vacation process, the proposed Board action authorizes conveyance of the vacated parcel by quitclaim deed to the petitioner for the fair market value of the property in the amount of One Thousand Ninety Five Dollars (\$1,095.00).

Discussion:

Background

Petitioner submitted a Petition for Vacation of Public Easement/Public Right-of-Way (Petition) on November 23, 2015. The Petition requests that the Board vacate and convey an approximately 1,825 square foot segment of Rio Lindo Avenue public right-of-way (the "Vacation Petition Area") that is adjacent to petitioner's parcel at 2655 Rio Lindo Avenue (APN 087-080-006) to legalize a substandard septic system serving his property.

Vacation is the complete or partial abandonment of the public right to use a street or public service easement. Under Street & Highways Code section 8324 and applicable case law, the

Board may vacate any public street, highway, or public service easement within its jurisdiction, subject to the following findings:

- The interest proposed to be vacated is unnecessary for present or prospective public use;
- The proposed vacation is in the public interest;
- The proposed vacation is consistent with the General Plan;
- The road proposed for vacation is not useful as a non-motorized transportation facility (bike trail).

Analysis

County survey staff reviewed public records and the materials submitted on behalf of the petitioner to determine the nature of the County's interest in the Vacation Petition Area. Staff verified that the County has a fee interest in the property for public right-of-way purposes. The County of Sonoma acquired the Rio Linda right-of-way for public use through two transactions. On February 27, 1940, the Board of Supervisors accepted certain Deeds for the proposed right of way as recorded in Book 493 Official Record Page 65. On November 2, 1959 the County of Sonoma acquired an additional parcel for road purposes by Deed recorded at Book 1717 Page 332.

Comprehensive Planning Division staff conducted a field review to verify the facts presented in the Petition.

Comprehensive Planning Division staff also prepared a General Plan Consistency Analysis, as required by Streets and Highways Code section 8313 and Government Code section 65402, and determined that the proposed vacation is consistent with the General Plan and with the County's Complete Streets Policy (Attachment C). As part of the consistency determination, staff concluded that the proposed vacation is consistent with the Bikeways Plan because an existing or future Class 1 bikeway does not traverse or adjoin the vacation petition area.

Staff referred the Petition to all County departments and public agencies with a potential interest in the vacation petition area, including Transportation and Public Works (TPW), Emergency Services, law enforcement, and the Water Agency. Staff did not receive any objections.

Staff notified all public and private utilities with a potential interest in the Vacation Petition Area. Staff did not receive any objections. Based on the foregoing notice to all agencies with a potential interest in the Vacation Petition Area and the lack of any interest or objections, Staff concluded that the right of way is unnecessary for present or foreseeable public use.

Notice was given to all owners of neighboring parcels located within 300 feet of the parcel containing the Vacation Petition Area. Staff did not receive any objections.

California Environmental Quality Act Determination:

Staff determined that the proposed general vacation is exempt from the California Environmental Quality Act (CEQA) pursuant to the general rule of CEQA Guidelines Section 15061 (b)(3), which provides that CEQA applies only to projects that have the potential for causing a significant effect on the environment. No change in the existing use in the vacation petition area

is proposed. There is no possibility that the proposed vacation may have a significant effect on the environmental, and therefore the project is exempt from CEQA.

The Land is Exempt from Surplus Land Act Procedures

The County does not have to comply with California's Surplus Land Act Procedures as described in Sections 54220 *et seq.* of the California Government Code (the "Code") to convey its fee interest in Vacation Petition Area. The Code defines "surplus land", as land owned by any governmental agency that the agency determines to be no longer necessary for the agency's use. Prior to disposal of surplus land, the disposing agency must notify local public and affordable housing developers, park, recreation and open space agencies and others of the availability of the surplus land and the agency must negotiate in good faith with any entity that responds to the notice. However, certain public lands are exempt from this notice requirement.

According to Section 54221 of the Code, land is exempt from the surplus procedures if it is (1) less than 5,000 square feet in area; (2) sold to a contiguous land owner; and, (3) not contiguous to land owned by an agency which uses the land for park, recreational, open space, for low and moderate income housing purposes. The proposed vacation segment of Rio Lindo Avenue has all three of these characteristics. Therefore, it is exempt from the Surplus Lands Act procedures.

Certain properties cannot be exempted from surplus land procedures. These properties include sites within the coastal zone, lands within 1,000 yards of a historical unit of the State, and lands within 1,000 yards of any property has been listed on or determined to be eligible for the National Register of Historic Places. Based on a survey of the area, the property to be vacated does not have any of these qualities.

An appraisal of the parcel conducted by George R. Dutton, a State Certified General Appraiser, stated the appraised value of the land is One Thousand Ninety Five Dollars or sixty cents per square foot for one-thousand eight hundred and twenty five square feet. The appraised value was derived by review of recent sales of comparable use properties for values ranging from \$1.36 per square foot to \$0.15 per square foot in Healdsburg, California. The conclusions reached by the appraiser based on available information are reasonable.

Having established that the County may convey the property without complying with Surplus Land Act procedures, the Board may convey the property directly to Mr. Moore pursuant to Government Code section 25526.5 as long as the property is valued at less than \$25,000 and the Board finds that the property is no longer necessary for public purposes.

Conclusions and Recommendations

Staff concludes that the Board may make all of the required findings to approve the Petition and convey the vacated land to the petitioner by Quit Claim Deed in exchange for consideration of One Thousand Ninety Five Dollars. The requested vacation and conveyance is consistent with the General Plan. It does not traverse or adjoin an existing or future Class 1 bikeway and does not serve as a link for pedestrians and bicyclists, meaning that it is not useful as a non-motorized transportation facility (bike trail). It is not part of a street grid, does not connect to arterial streets and is not near parks, schools, or other public uses. Granting the vacation and conveying the unencumbered parcel to the petitioner would serve the public interest by returning land not

needed for public use to private ownership. Staff has concluded that the portion to be vacated is unnecessary for any foreseeable public use.

Based on these factors staff recommends that the Board adopt the attached resolution making these findings, ordering the vacation, and authorizing the conveyance of the vacated parcel to the petitioner.

Prior Board Actions:

None

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Vacating the subject right-of-way eliminates unnecessary public interest in a right-of-way that is needed by the adjoining property owner for residential purposes.

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):			
N/A			
Attachments:			
<ul style="list-style-type: none"> A) Resolution with Exhibits A and B B) Quitclaim Deed C) Petition for Vacation of Public Easement/Public Right-of-Way D) General Plan Consistency Determination E) Assessor Parcel (AP) Map F) Right-of-way Exhibit from Huffman Engineering & Surveying 			
Related Items “On File” with the Clerk of the Board:			
N/A			



County of Sonoma
State of California

Date: June 20, 2017

Item Number: _____
Resolution Number: _____

SUR15-0050, Leonard H. Gabrielson

4/5 Vote Required

Resolution of the Board of Supervisors of the County Of Sonoma, State Of California, Making Certain Findings, Ordering the Vacation of a Certain County Right of Way in Healdsburg, California, Authorizing the Sale of the Vacated Parcel to Denis Moore *et al.*, and Authorizing the Chair to Execute the Quitclaim Deed and Related Documents

Whereas, Division 9, Part 3, Chapter 3 of the California Streets and Highways Code (Section 8300 et seq.) provides a process for a local agency to consider the vacation of public streets, highways, and public easements that it finds no longer necessary for present or prospective public use; and

Whereas, the “vacation” of a “street” as defined in Streets and Highways Codes Section 8308 and 8309 is the complete or partial abandonment or termination of the public right to use a public highway, road, street, avenue, alley, lane, driveway, place, court, trail, or other public right-of-way or easement, or purported street or highway, and right connected therewith, including but not limited to restrictions of access or abutters’ rights, sloping easements, or other incidents to a street or highway; and

Whereas, a petition was filed with this Board to vacate the public interest of an of 18 foot strip of Rio Lindo Avenue lying within the Lands of Moore and Garza, more commonly known as 2655 Rio Linda Avenue, in the unincorporated area of Sonoma County more precisely identified in the legal description and map attached hereto as Exhibits A and B; and

Whereas, notice of public hearing on the requested vacation was published and posted pursuant to Streets and Highways Code sections 8320, 8322, and 8323, and on June 20, 2017, this Board conducted a public hearing, all as required by law; and

Whereas, pursuant to Streets and Highways Code section 8313 and Government Code section 65402, this Board obtained a report from the County Planning Agency finding that the proposed vacation and conveyance conforms with the General Plan; and

Resolution #

Date:

Page 2

Whereas, after considering the oral and documentary evidence presented at the hearing, this Board determined that the portion of Rio Lindo Avenue as described in Exhibits A and B, is not necessary for present and prospective public use; and

Now, Therefore, Be It Resolved that the Board of Supervisors finds and determines that all of the facts previously stated are true and correct and therefore orders:

1. That the proposed vacation of Rio Lindo Avenue is not a project pursuant to CEQA Guidelines sections 15060 (c)(2), 15060 (c)(3), and 15378 because it does not have the potential for resulting in either a direct or reasonably foreseeable indirect physical change in the environment. In alternative, to the extent the activity may be held to constitute a project, the Board finds it exempt pursuant to CEQA Guidelines section 15061 (b)(3).
2. That the proposed vacation request is in the public interest.
3. That the petition to vacate Rio Lindo Avenue is approved.
4. That the Clerk of the Board of Supervisors is hereby authorized to send a certified copy of this resolution, attested by the Clerk under seal per California Streets and Highways Code Section 8325, to the Office of the County Surveyor in the Permit and Resource Management Department which is hereby directed to record this Resolution at the Office of the County Recorder at no cost to the County per Government Code Section 6103.
5. That, following the County's receipt of payment for the same, the Chair of the Board may execute and staff may record the quitclaim deed on file with the Clerk conveying the vacated parcel to Denis Moore *et al.* The Chair is further authorized to execute any additional instruments as may be necessary to effectuate the conveyance, provided they are in a form approved by County Counsel.

Be It Further Resolved that from and after the date of recording, the portion of Rio Lindo Avenue in the unincorporated territory of the County of Sonoma, as described in Exhibits A and B shall no longer exist.

Resolution #

Date:

Page 3

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

EXHIBIT A

All that southwesterly portion of that 60' and 75' Wide Right of Way as described by documents filed under Book 493 of Official Records at page 465, Sonoma County Records and Book 1717 of Official Records, at page 332, Sonoma County Records, more particularly described as follows:

A strip of land 18.00 feet wide lying northeasterly and parallel with the northeasterly line of the lands of Moore and Garza, commonly known as 2655 Rio Lindo Avenue, as described by that Grant Deed recorded under Document Number 2014-079613, Sonoma County Records; said line being also the southwesterly line of that 60' and 75' Wide Right of Way as described by documents filed under Book 493 of Official Records at page 465, Sonoma County Records and Book 1717 of Official Records, at page 332, Sonoma County Records.

The sidelines of said strip of land to terminate on the northwest on the northeasterly prolongation of the northwesterly line of said lands of Moore and Garza as described by that Grant Deed recorded under Document Number 2014-2079613, Sonoma County Records, and to terminate on the southeast on the northeasterly prolongation of the southeasterly line of said lands of Moore and Garza.

Containing 1,825 Square Feet, more or less

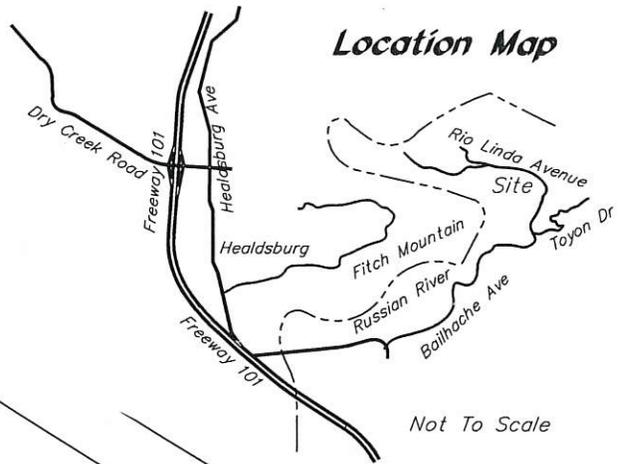
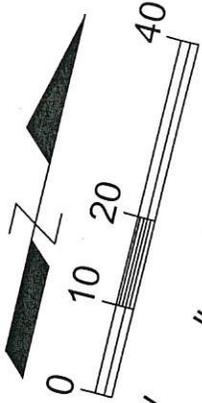

Leonard H. Gabrielson, PLS 7886

Date: MAY 18, 2017

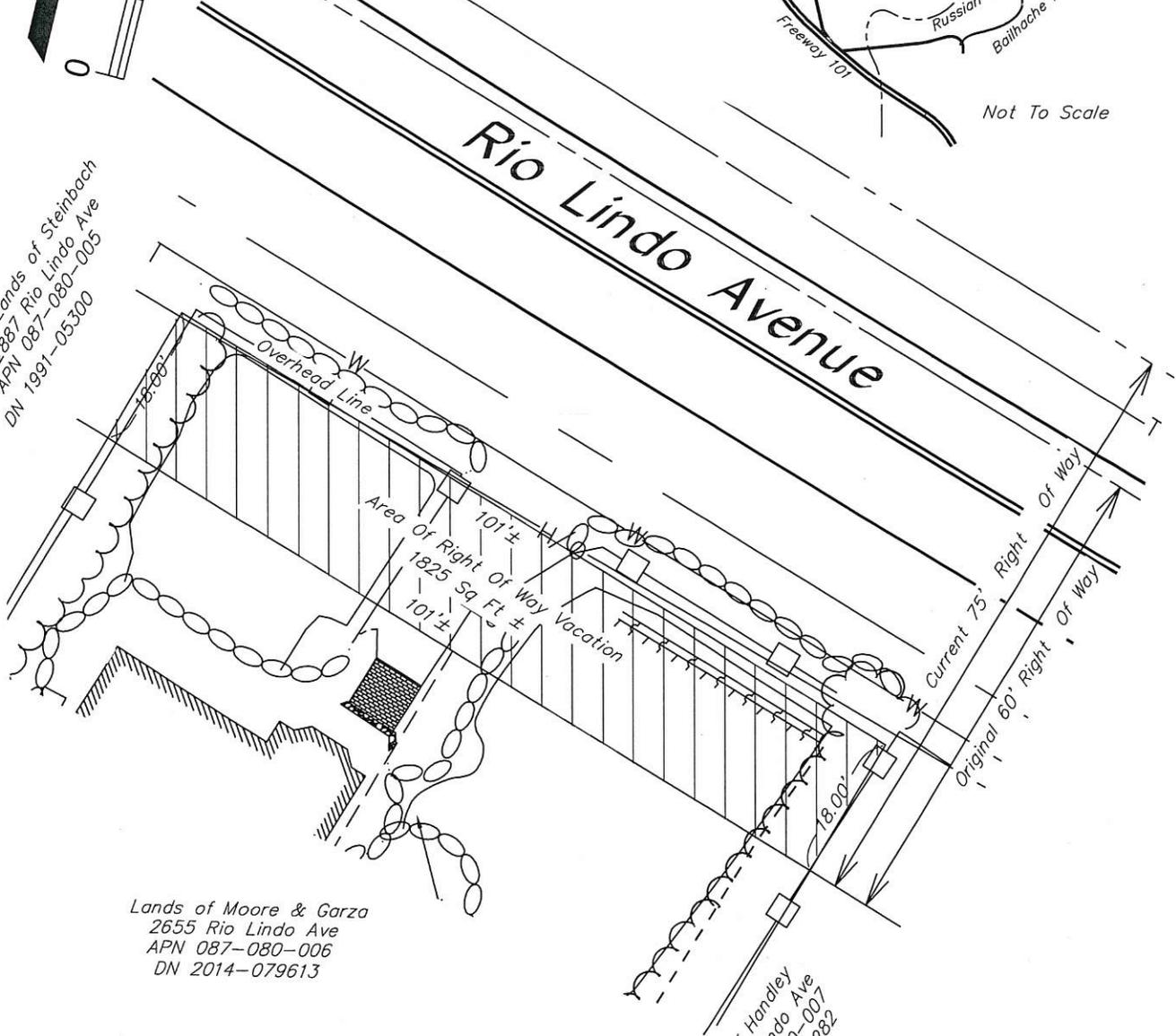


Exhibit B

Location Map



Lands of Steinbach
2887 Rio Lindo Ave
APN 087-080-005
DN 1991-05300



Lands of Moore & Garza
2655 Rio Lindo Ave
APN 087-080-006
DN 2014-079613

Lands of Handley
2625 Rio Lindo Ave
APN 087-080-007
DN 2008-08282

This exhibit is for graphic purposes only. Any errors or omissions on this exhibit shall not affect the deed description.

Leonard H. Gabrielson
Leonard H. Gabrielson, PLS
County Surveyor, Sonoma County
Date: MAY 18, 2017



**RECORDING REQUESTED BY
COUNTY OF SONOMA**

AND WHEN RECORDED MAIL THIS DEED AND, UNLESS
OTHERWISE SHOWN BELOW, MAIL TAX STATEMENTS TO:

Denis Moore
2655 Rio Lindo
Healdsburg, California 95448

QUITCLAIM DEED

Record free per Gov. Code 6103 and 72383.

For good and valuable consideration, the receipt and adequacy of which are acknowledged, the County of Sonoma, a political subdivision of the State of California (Grantor) hereby does remise, release, and forever quitclaims to Denis Moore and Paul Garza, as community property, all right, title, and interest Grantor has in and to that certain real property located in the County of Sonoma, State of California, as described in Exhibit "A," and depicted for graphic purposes only in Exhibit "B," both of which are attached hereto and incorporated herein by this reference.

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

_____, 2017

By: _____
Shirlee Zane
Chair of the Board of Supervisors

ATTEST:

Clerk, Board of Supervisors



COUNTY OF SONOMA
PERMIT AND RESOURCE MANAGEMENT DEPARTMENT

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

PETITION FOR VACATION OF PUBLIC EASEMENT/PUBLIC RIGHT-OF-WAY

Please Type or Print

GENERAL INFORMATION

LOCATION OF PROJECT/ADDRESS 2655 RIO LINDO AVE	ASSESSOR'S PARCEL NUMBER(S) 087-080-006	ZONING AR B6 20
NAME OF PROPOSED PROJECT (if Applicable)		GENERAL PLAN DESIGNATION RR20
APPLICANT NAME DENIS MOORE	BUSINESS PHONE (N/A) -	HOME PHONE (415) 810- 1614
APPLICANT ADDRESS 617 RHODE ISLAND STREET	CITY SAN FRANCISCO	STATE CA
APPLICANT REPRESENTATIVE (if Applicable) HUFFMAN ENGINEERING & SURVEYING	BUSINESS PHONE (707) 542 - 6559	ZIP 94107
APPLICANT REPRESENTATIVE ADDRESS 537 COLLEGE AVE, SUITE "A"	CITY SANTA ROSA	HOME PHONE () -
PROPERTY OWNER NAME (SIGNATURE REQUIRED BELOW) DENIS MOORE	BUSINESS PHONE (N/A) -	STATE CA
PROPERTY OWNER ADDRESS 2655 RIO LINDO AVE	CITY HEALDSBURG	ZIP 95404
		HOME PHONE (415) 810 - 1614
		STATE CA
		ZIP 95448

EASEMENT/RIGHT-OF-WAY DESCRIPTION

PURPOSE FOR REQUESTING VACATION
Please see attached letter

PROPOSED NEW USE
Please see attached letter

STATE WHY EASEMENT OR RIGHT-OF-WAY IS NO LONGER OF NECESSITY TO THE PUBLIC
Please see attached letter.

SUBMITTAL INFORMATION:

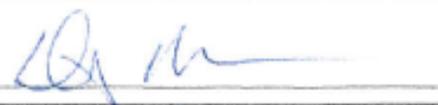
Name, address & phone number of local water company.

List of names & addresses of recorded property owners requesting the proposed vacation (if available).

Vicinity map with North arrow.

Map of all property adjoining the boundaries of the proposed vacation showing:

- Easement or right-of-way to be vacated;
- Location of all known public utilities;
- Existing use of property adjoining proposed vacation;
- Assessor's parcel number of each parcel shown;
- Existing use of the right-of-way by abutting properties.

PROPERTY OWNER'S CONSENT - I declare under penalty of perjury that I am the owner of said property or have written authority from property owner to file this application. I certify that all of the submitted information is true and correct to the best of my knowledge and belief. I understand that any misrepresentation of submitted data may invalidate any approval of this application. X 

FOR DEPARTMENT USE ONLY

DATE APPLICATION RECEIVED 11/23/2015 SW45-0050	APPLICATION RECEIVED BY:
---	--------------------------



COUNTY OF SONOMA
PERMIT AND RESOURCE MANAGEMENT DEPARTMENT

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

GENERAL PLAN CONSISTENCY DETERMINATION

(Unless otherwise indicated all references are to the Sonoma County 2020 General Plan.)

Date: May 5, 2016

Project Applicant: Denis Moore

Project Name and File Number(s): PPR 16-18-02 & SUR 15-0050

Project Location/APN #: Rio Linda Avenue adjacent to APN 087-080-006

Project Description: The project involves the vacation 25 feet of an existing 75 foot right-of-way along the parcels road frontage so that such vacated ROW can be added to the parcel and utilized for a proposed septic field.

General Plan Consistency: Consistent.

Analysis

It is not clear from the project proposal whether the size of the proposed septic area is intended to serve just the existing two-bedroom house or the existing house plus additional bedrooms. This should be clarified. There is stronger justification for the proposed vacation if it is remedying the existing substandard system to a level sufficient to serve the existing two bedroom house and ancillary uses. There is less justification to vacate the established right-of-way to facilitate expansion of the number of bedrooms.

The proposal was reviewed in terms of its consistency with the County General plan policies although other considerations may also be pertinent to the final decision.

According to Figure CT-4c of the General Plan Traffic and Circulation Element, Rio Linda Avenue is classified as a rural minor collector roadway. It is not a through road and only serves the residents and Rio Linda Academy. According to CT-1c there are no major improvements or expansions planned for this roadway. The area along the road is rural and is not designated for future increases in development density. There are no designated bikeways along the road. Vacation of the subject ROW would have no impact on traffic and circulation, or the travel routes and response times of emergency service providers. There are no General Plan policies that prohibit or discourage the proposed ROW vacation, if the subject right-of-way is not required to serve existing or future public purposes.

If the road right-of-way is abandoned, any utility ROW or easements for a private water line and a PG&E power line easement that currently exist within the road ROW would remain on the private vacated property until such time that they are relinquished, or relocated and the owner would be limited to uses which do not encumber the easement holders use of the easement. Policy PF-2y of the General Plan allows minor public facilities, defined as those that are located in a public road right of way or are not the primary use of the subject property, are allowed in any land use category, provided they are compatible with neighborhood character and designed to have minimal impact on natural and scenic resources.

Since private utility easements are frequently granted over private property, the redesignation of the land which the easements travel over from public to private does not create an unusual circumstance. However, the intended use of the area as a septic field could possibly result in conflicts if the utilities in the vacated area need to be serviced. Though such service needs are probably rare to infrequent, the use of heavy equipment or excavation

activities on or near the septic system could conceivably impact the septic system and conversely the location of the septic system or private yard fencing and landscaping could hinder maintenance activities. Since the County is not the holder of the referenced easements it would be up to the easement holders to determine whether the intended use significantly encumbers their use of the easement.

If the proposal for a 25 foot vacation raises issues with easement holders it may be possible to avoid such issues could be avoided all together if the width of the ROW strip vacated is reduced from 25 feet to a smaller width. For instance the proposed septic area only covers 14 feet of the proposed 25 foot vacation. If five feet is added to the 14 feet to assure that any future septic can maintain a five foot setback from the property line, than a 19 foot vacation should be sufficient to accommodate the proposed septic while still allowing the utility lines to remain in the public right-of way.

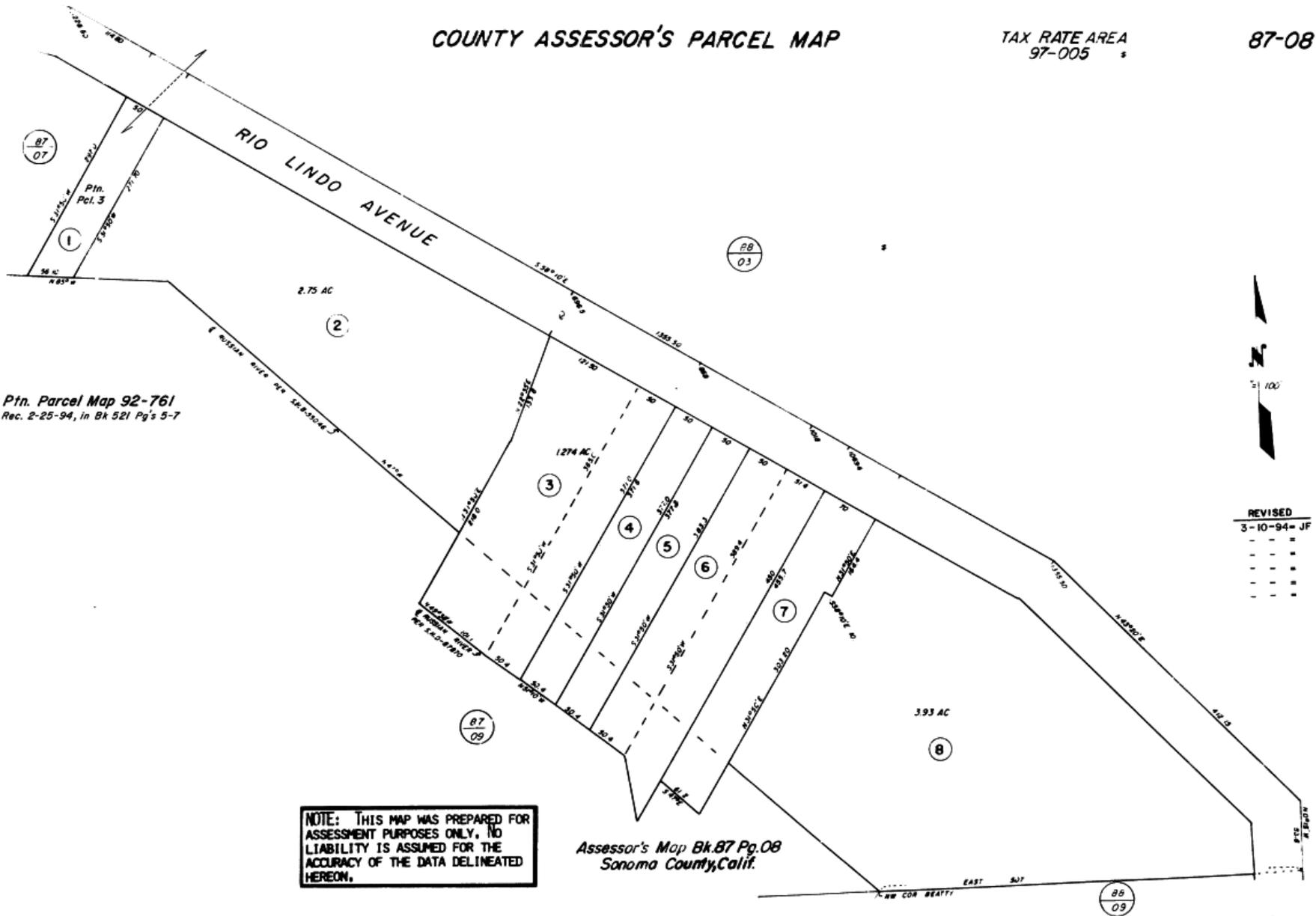
Since the existing road ROW is larger than normal, the actual road was constructed further to the east, and remaining road right of way width would nevertheless remain consistent with the road right of ways widths typically retained by the County for roads of similar size and class and would remain adequate to accommodate the road and shoulders while still allowing 10 to 15 feet on either side for utilities and drainage, Staff finds that the proposal could be considered consistent with the General Plan provided that the Department of Transportation and Public Works does not find it essential for their purposes and the easement holders do not indicate that the vacation and subsequent uses will significantly encumber their utility easement rights.

The General Plan policies would support repair of substandard septic systems, protection of water quality in water ways as both of these would help protect the health and safety of the public.

COUNTY ASSESSOR'S PARCEL MAP

TAX RATE AREA
97-005

87-08



Ptn. Parcel Map 92-761
Rec. 2-25-94, in Bk 521 Pg's 5-7

NOTE: THIS MAP WAS PREPARED FOR
ASSESSMENT PURPOSES ONLY. NO
LIABILITY IS ASSUMED FOR THE
ACCURACY OF THE DATA DELINEATED
HEREON.

Assessor's Map Bk. 87 Pg. 08
Sonoma County, Calif.



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 45
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: June 20, 2017

Vote Requirement: Majority

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

Staff Name and Phone Number:

Sheryl Bratton 707-565-2431

Supervisorial District(s):

Title: FY 17-18 Advertising and Promotions Program Grant Awards

Recommended Actions:

Approve Fiscal Year 2017-18 Advertising and Promotions Program grant awards and funding allocation and Authorize the County Administrator to execute contracts with the non-profit grantees for a total of \$12,054,693.

Executive Summary:

This item requests Board consideration and approval of FY 2017-18 Advertising and Promotions Program (Advertising Program) grant awards and funding allocation. This item also requests the County Administrator be authorized to execute contracts for Advertising Program grants with non-profit grantees totaling \$12,054,693.

Discussion:

Background

The Advertising Program utilizes a portion of the Transient Occupancy Tax to encourage tourism, economic development and community engagement through a variety of grant awards. 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 for agricultural promotion and to address impacts on safety due to tourism. The Program also provides funding to the Regional Parks Department, the Economic Development Department, and a number of other county departments, with the focus of encouraging tourism and awareness of Sonoma County, mitigating the impacts of tourism on the local community, and administration of program activities.

Advertising Program Policy

The Advertising Program Policy is divided into different categories. The categories referenced throughout this item are defined more thoroughly in the Policy (Attachment A).

The Measure L Ad Hoc, consisting of Supervisors Zane and Hopkins, conducted a Board of Supervisors study session on June 13, 2017, to seek input from the public and the Board for Advertising Program policy development. The input provided will be evaluated by the Measure L Ad Hoc and policy recommendations will be developed and presented to the Board of Supervisors in the coming months.

Several policy amendments under consideration by the Measure L Ad Hoc were utilized to guide the FY 17-18 Advertising Program grant awards and will be considered for formal adoption at a later date.

Working policy amendments are summarized below:

1. *TOT Collection Rate*: The Advertising Program Policy has not been updated since the TOT rate increased from 9% to 12%. This will be updated with the next policy update.
2. *General Fund*: The Advertising Policy currently dedicates 25% of Transient Occupancy Tax to the General Fund. This will only apply to the first 9% of TOT revenue until considered by the Board for the next policy update.
3. *Category A4*: Breaking from the current policy language that dedicates the first 2% of the 9% of TOT revenue to Sonoma County Tourism, the organization will continue to be funded at the rate established in FY 16/17. The Measure L Ad Hoc will review this policy language and may recommend a policy change to the Board of Supervisors in the coming months. If the Board of Supervisors wishes to increase Sonoma County Tourism's rate per current existing policy, other grant category amounts will need to be considered for reduction, as described below.
4. *Category B2*: Per agreement with the Fire Advisory Council, this entity requested to be removed as the advisory body to develop recommendations for grant awards, which would have taken effect this year. This will be updated for Board consideration and approval with the next policy update.
5. *Category E*: The total allocation in this area is being increased to \$250,000, and divided equally among supervisorial districts. This will be updated for Board consideration and approval with the next policy update.

FY 17-18 Grant Recommendations:

Grant applications for FY 17-18 funding were accepted from January 2, 2017 to February 17, 2017 following an informational workshop on the various program categories, application process, and requirements which was held on December 14, 2016. The application process was conducted for all categories except Category E – Local Events, Organizations and Economic Development, which is funded at the discretion of each supervisor throughout the fiscal year. Grant recommendations are based on a consideration of Policy guidelines and restrictions as well as potential return on investment, including anticipated event attendance, number of overnight stays generated, and other data provided on the success of previous events and usage of prior grant awards.

Attachment B details the applications received under each category, a description of the event or program, the grant amount awarded in FY 16-17 if the event/organization previously received an award, the amount requested for FY 17-18, and the amount recommended for award in FY 17-18.

The following is a summary of recommendations:

Category A1- Chambers of Commerce: Allocates \$40,000 to nine entities serving the unincorporated area with a 10% match award for membership dues that the Chambers collect. These grants are managed by the Economic Development Board.

Category A2 – Visitors Centers: Allocates \$342,400 to 11 entities. These grants are traditionally approved for three year terms, however, it is recommended the grants be approved only for FY 17-18 to allow flexibility for possible Advertising Policy changes in the coming year. These grants are managed by the Economic Development Board.

Category A3 – Economic Development Initiatives: This category funds the Economic Development Department's to provide business assistance services to enable local businesses to maintain or expand their operations in the amount of \$2,809,413.

Category A4 – Tourism Marketing Program: Allocates \$3,117,576 to Sonoma County Tourism, which was the rate established for FY 16/17. If the Board of Supervisors wishes to increase Sonoma County Tourism's rate per current policy which dedicates the first 2% of the 9% TOT revenue to this organization, the allocation would increase by \$228,868 for a total of \$3,346,444. If the Board wishes to increase this allocation, other recommended grant category amounts will need to be considered for reduction prior to approval of these grant awards.

Category A5 – Visitor Way Finding & Signage: Allocates \$100,000 to ten entities to install permanent signage related to visitor way finding and area identification.

Category A6 – Workforce Development and Scholarships: This category focuses on workforce development and allocates \$350,000 for five entities. Funding supports the 10,000 Degrees program for direct scholarship awards to underserved high school and undergraduate students from within Sonoma County; the Career Technical Education Foundation for the Regional Advanced Mechanics Program in high schools including program development, grants to high schools and the Santa Rosa Junior College for equipment; Creative Sonoma to support Summer Youth Arts grants and year round arts education programs in underserved schools; the Community Foundation for Career Technical Education (CTE) for new high school sessions in advanced technology and manufacturing as previously approved; and the Santa Rosa Chamber of Commerce for the Mike Hauser Algebra Academy program geared to strengthen algebra skills and encourage a career in technology for 8th and 9th graders for whom English is a second language.

Four of these entities are receiving multi-year grants from prior Board approval, including 10,000 Degrees (grant will end after FY 20-21), Career Technical Education Foundation (grant will end after FY 17-18), Community Foundation (grant will end after FY 17-18), and the Santa Rosa Chamber of Commerce (grant will end after FY 18-19).

Category B1 – Parks, Recreation and Event Facilities: Provides \$2,651,507 in funding to the Regional Parks Department for operations and maintenance of existing and new park facilities.

Category B2 – Community Safety: Allocates \$90,000 to five entities to address potential impacts on visitors' and residents' safety as a result of high-impact tourism within the unincorporated areas of the county.

Category C – Agricultural Promotion: Allocates a total of \$160,000 to support advertising campaigns and promotional activities to support agricultural and viticulture industries. Funds in this category are directed by the Sonoma County Vintners group (Sonoma County Vintners, Sonoma County Winegrowers, Sonoma Valley Vintners and Growers, Sonoma County Farm Trails, Sonoma County Harvest Fair, Sonoma Wine Country Weekend, Wine Road Northern Sonoma County, and Winegrowers of Dry Creek Valley).

Category D – Historical Commissions: Allocates \$60,000 to two entities to support historical preservation of the county's culture and historical records and architecture.

Category E – Local Events, Organizations and Economic Development: As proposed in the updated policy, this category would provide \$50,000 of funding to each supervisor to assist small cultural, artistic, and countywide events and organizations as well as events occurring during the off peak tourism season with funding for advertising and economic development efforts that promote Sonoma County and encourage visitors to frequent the county throughout the entire year, for a total of \$250,000 allocated to this area. This is an increase from the previous maximum of \$170,000. \$80,000 of funding for this increase is from one-time contingency funding authorized by the Board of Supervisors during budget hearings.

Category F – Major Events/Organizations: Allocates \$300,000 to 15 entities to promote major events and cultural and artistic organizations which draw countywide, regional, state and national interest and who draw a significant population of participants and visitors from outside the county.

Category G1 – Departmental Activities: Provides funding to the Agricultural Commissioner's Office for development of the California State Fair Exhibit to promote the county as a destination.

Category G2 – Affordable Housing: Provides funding to the Community Development Commission (CDC) for affordable housing and homeless service efforts; maintains a set aside for emergency shelter needs throughout the year; and provides funding to the Permit and Resource Management Department for continued work related to the Housing Element.

Category G3 – Collections/Audit Services: Provides funding to the Auditor-Controller-Treasurer-Tax Collector for tax collection administration, audit for grant recipients, audit of tax collectors and remittance, and program support for additional audit needs such as work related to vacation rentals.

Category G4 – Legal Services: Provides funding to County Counsel for legal support work related to the Program, contract disputes and audit/collections needs.

Category G5 – Program Administration: Provides funding to the County Administrator and Board of Supervisor staff for overall program management and support. Funds also provide staffing for code enforcement of vacation rentals within the Permit and Resource Management Department.

Category H – Documentary Films: Allocates a total of \$30,000 to three entities.

Category I – Seasonal and Off Peak Programs: Allocates a total of \$25,000 to six entities.

Contingencies – Allocates \$50,000 of available revenue to contingencies.

General Fund – Per Advertising Policy, allocates 25% of the first 9% of Transient Occupancy Tax revenue to the General Fund, in the amount of \$3,764,000.

FY 2017-18 Transient Occupancy Tax Allocation:

The recommendations summarized above and detailed in Attachment C provide for total FY 17-18 expenditures of \$12,054,693, which includes \$80,000 in one-time contingency funding for Category E increases. These expenditures are supported through projected TOT collections of \$11,292,000 and use of \$682,693 in available fund balance, and \$80,000 in one-time contingency funding. Revenue from collections is budgeted to increase 3% from FY 16-17. This recommended budget maintains an Economic Uncertainty Fund of \$1,032,201 and a fund balance of \$18,410, and is summarized in Attachment D - Advertising Fund Allocation Summary for FY 2016-17 and 2017-18.

Prior Board Actions:

6/13/17: Board received a report on Transient Occupancy Tax recommendations and provided input to the Measure L Ad Hoc Committee for policy development.

4/11/17: Board accepted the Measure L Ad Hoc Committee Charter to develop recommended policies to guide allocation of revenue from the recently adopted Transient Occupancy Tax increase, Measure L.

5/3/16: Board adopted updated Advertising and Promotions Policy and approved FY 2016-17 Advertising Program grant awards and funding allocation.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Through grants provided to local non-profits to promote the county and encourage tourism, the Advertising Program encourages economic development and job growth.

Fiscal Summary			
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>Grant awards are for FY 17-18, there is no fiscal impact on FY 16-17 as a result of this action. The recommendations summarized above and detailed in Attachment C provide for total FY 17-18 expenditures of \$12,054,693, which includes \$80,000 in one-time contingency funding for Category E increases. These expenditures are supported through projected TOT collections of \$11,292,000 and use of \$682,693 in available fund balance, and \$80,000 in one-time contingency funding. Revenue from collections is budgeted to increase 3% from FY 16-17. This recommended budget maintains an Economic Uncertainty Fund of \$1,032,201 and a fund balance of \$18,410, and is summarized in Attachment D - Advertising Fund Allocation Summary for FY 2016-17 and 2017-18.</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:			
<p>Attachment A – Advertising and Promotions Policy Attachment B – FY 17-18 Grant Award Recommendations Attachment C – Advertising Fund Allocation Summary for FY 2016-17 and 2017-18</p>			

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

Adopted 07/08/86

Revised 10/02/01; 10/08/02; 09/12/03; 02/03/04; 04/18/06; 04/17/07; 05/10/11; 03/27/12, 6/10/13, 9/16/14, 2/10/15, 5/3/16, 6/13/16

ADVERTISING & PROMOTIONS PROGRAM POLICY

I. SOURCE OF FUNDS

The Transient Occupancy Tax (Hotel/Motel Tax or Bed Tax) is authorized under State Revenue and Taxation Code Section 7280 as an additional source of non-property tax revenue to local government. This tax is levied in Sonoma County at a rate of 9%. The code does not require any specific use of the Transient Occupancy Tax (TOT). Funds developed as a result of the TOT may be utilized for General Fund, Advertising Fund, or other purposes.

The Sonoma County Board of Supervisors has established a policy that 25% of the TOT funds are designated to the General Fund, and 75% of the funds will be used to finance advertising, promotional and other activities.

Activities performed utilizing Advertising Program grants provided to non-profit must also be consistent with Government Code Section 26100, which states that advertising funds may be utilized for the following purposes:

- A. Advertising, exploiting, and making known the resources of the county;
- B. Exhibiting or advertising the agricultural, horticultural, viticultural, mineral, industrial, commercial, climatic, educational, recreational, artistic, musical, cultural, and other resources or advantages of the county;
- C. Making plans and arrangements for a world's fair, trade fair, or other fair or exposition at which such resources may be exhibited;
- D. Doing any of such work in cooperation with or jointly by contract with other agencies, associations, or corporations.

For purposes of this policy:

- a. "Advertising" shall be taken to mean the cost of advertisements in radio, television, newspapers and magazines, printing of newsletters, direct mail, posters and handbills, internet and other paid advertising, the purpose of which is to draw an increased attendance at an event.
- b. "Promotions" shall be taken to mean costs of communication primarily directed outside of the County for which the purpose is the further recognition of Sonoma County and/or regional areas, events and/or activities in order to achieve favorable media attention and/or large audience exposure. Examples of communication may include attendance at trade shows, public relations activities, in-county familiarization tours and marketing programs.

II. POLICY STATEMENT

The Board of Supervisors wishes to encourage tourism, agriculture, and economic development in the County by supporting a series of promotional, community, and cultural, activities through the use of Advertising funds for: regional and national advertising, support of the community's spirit and its art/cultural programs, and promotion of other special events as deemed, by the Board, consistent with this Policy. Funding levels will be established annually based on collections.

Except where provided for differently, the Board has established the following general principles which shall govern the allocation of advertising funds:

1. The Board may provide advertising funds to private non-profit organizations whose purpose is to promote cultural activities, historical preservation activities, promotional activities which enhance tourism and industry, and/or local community events which encourage a sense of community. For purposes of this policy, to qualify as a cultural or artistic organization, the organization must have an annual program consisting of a series of presentations and/or activities. The organization must also have subscriptions, season tickets, and/or non-exclusive memberships, which provides financial support for the organization.
2. Any event promoted by clubs, fraternal organizations, societies, human service organizations, and other similar type organizations, and for which the proceeds of the event will be used to fund other activities, are not eligible for Advertising funds.
3. Advertising fund grant awards will be based upon an evaluation of all application materials, with a focus on the return on investment and benefit to be gained, including potential tourism and business revenue, from providing financial support to the event/organization. Events and organizations who demonstrate ability to receive and/or contribute match funding or grants as the result of receipt of Advertising funds will be given priority consideration in the application review process and in consideration of amount of grant award.
4. Costs for staff salaries, overhead, travel expenses (such as transportation, lodging and/or meals) and fixed assets are not allowable advertising and promotions reimbursable expenses. (Economic Development, Historical Commission, and Departmental activities as indicated in section A.3, B, D, G and H are exempt from this provision.) Items provided for individual benefit are not allowed, such as t-shirts or wine glasses.
5. Entities will be required to include the County of Sonoma logo and/or statement indicating sponsorship and/or support on all printed and online promotional materials, unless otherwise requested or agreed upon with the County.
6. County funds are not to be used for individual business promotion or advertisement. Any business name mentioned in county funded materials must be a sponsor or direct participant in the event or promotional effort. Any listing of service or product providers or co-sponsors must be inclusive. Any advertising space or time purchased by an individual business must be clearly and separately identified as paid advertising.
7. Advertisers with multiple events are asked to submit only one (1) application per agency/IRS tax number. Advertisers may apply for grants for various events and under various categories within the single application. Each separate event or activity for which funds are requested must identify the category(s) under which the event qualifies and is applying for funds.

III. ACTIVITIES ELIGIBLE FOR ADVERTISING AND PROMOTIONS FUNDS

A. Economic Development and Promotional Organizations

The Board desires to designate available funds towards projects and initiatives that stimulate and expand the county's economic vitality.

1. **Chambers of Commerce:**

Funding may be provided to Chambers of Commerce serving unincorporated areas of Sonoma County. Chambers located in the unincorporated area of the county will be given priority in funding consideration. Allocation of funds will be based upon an up to 10% match of membership dues and private cash contributions that are discretionary revenue to the chamber and are not associated with a particular event, function or position. A maximum of \$40,000 per year may be made available for Chambers of Commerce.

2. **Visitors Centers:**

Funding for Visitor Centers within the county may be considered at the discretion of the Board of Supervisors. For purposes of funding, Visitors Centers will be distinct from the Tourism Marketing Program. Requests for funding can be made annually to the Economic Development Board.

3. **Economic Development Board:**

The Board of Supervisors has designated the Economic Development Board (EDB) to provide business assistance services to enable local businesses to maintain or expand their operations. The EDB will request funds annually through the budget process and will be considered at the discretion of the Board of Supervisors.

4. **Tourism Marketing Program:**

As determined by the Board of Supervisors, the County will provide TOT funds for advertising and promotional efforts as provided by the Sonoma County Tourism Bureau (SCTB). A sum equivalent to the first 2% of the 9% TOT tax collected in the unincorporated Sonoma County will be designated for the SCTB. The county's TOT contribution to SCTB is disbursed through the EDB budget.

5. **Visitor Way Finding and Signage:**

Funding may be provided for permanent signage related to visitor way finding and area identification. These funds are intended for the installment and maintenance of permanent identification signs, not temporary or event promotion signs. A maximum of \$100,000 per year may be made under this category.

6. **Workforce Development and Scholarships:**

Acknowledging that a qualified workforce is essential to the growing needs of the tourism industry as well as the overall health of the community, the Board of Supervisors has designated funds to support workforce development and to increase access to educational opportunities through scholarships. Requests may be made for multi-year grants. A maximum of \$400,000 per year may be made available for Workforce Development and Scholarships.

B. County Tourism Impacts

1. Parks, Recreation, and Event Facilities:

The Board of Supervisors desires to provide TOT funds to County departments for recreational activities that benefit local tourism activities and the tourist industry, including, but not limited to, the Regional Parks Department and the Fairgrounds and Exposition, Inc., and Veterans Halls (under contract or managed by the General Services Department). Funding provided to the Regional Parks Department is allocated for operations and maintenance of existing park facilities only. Requests for TOT funds from County departments will be reviewed annually on a case-by-case basis and will be considered at the discretion of the Board of Supervisors.

2. Community Safety:

The Board of Supervisors desires to address potential impacts on visitors' and residents' safety as a result of high-impact tourism within the unincorporated areas of the county. A maximum of \$90,000 per year may be made available under this category as Program funding allows. Request for Advertising funds under this category will be reviewed annually on a case-by-case basis. Grants will be awarded as per recommendations from the Fire Advisory Council (effective for FY 17-18 grant cycle).

The following guidelines and specific criteria must be met to be eligible for funding under this category:

- a. Only public safety agencies located in the unincorporated area of the county may apply under this category.
- b. Applicants must request funding for a specific purpose (i.e. personnel training, safety equipment, etc.) and include the cost of the activity in relation to the amount of grant funds being applied for.
- c. Applicants must demonstrate a clear nexus between the grant request activity and impacts of tourism resulting in the necessity of the activity.
- d. Applicants must demonstrate a clear nexus between the request activity and the benefit to the resident and visitor population within the unincorporated area of the county resulting from the activity.

C. Agricultural Promotion

The Board of Supervisors desires to support advertising campaigns and promotional activities directed by Sonoma County agricultural and viticulture industries.

1. A maximum of \$185,000 per year may be made available for agricultural and viticulture industries under this category.
2. The following general guidelines shall apply to this category:
 - a. In order to promote collaborative advertising and promotional efforts within the agricultural sector, only one application will be considered under this category. Such application shall include promotion of the major agricultural related activities within Sonoma County.

- i. Application requests that include multiple agency efforts will require submission of agency budgets from all involved agencies.
 - ii. If county funds are redistributed to other agencies a Memorandum of Understanding (MOU) between agencies must be submitted with application.
- b. Agency applying under this category must be responsive to requests for visitor information on a year-round basis.
 - c. The request must be part of a larger advertising program. Industry commitment as demonstrated by matching industry/membership contributions must exceed request for funding from County advertising program.

D. Historical Commissions

The Board of Supervisors desires to support historical preservation of the county's culture and historical records and architecture.

1. A maximum of \$60,000 per year may be made available for this category.
2. The County has designated the Sonoma County Landmarks Commission to advise on the distribution of funds for preservation and restoration of historically significant buildings. Funding may be provided to this Commission to accept grant applications for the renovation, restoration and/or preservation of historical facilities.
3. The Board has designated a Historical Records Commission to review and make recommendations regarding the maintenance and destruction and retention of records, which may be of historical significance. Funding under this category may be provided for these activities.

E. Local Events, Organizations and Economic Development

The Board has 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 will be at the discretion of each Supervisorial District. Events and organizations will make requests annually to the Supervisorial District in which their event/organization exists.

\$170,000 has been allocated for district discretion. 50% of this allocation will be divided equally across each district as baseline funding. The remaining 50% will be divided by the percent of TOT collections by district in the previous fiscal year.

F. Major County Events and Organizations

The Board of Supervisors desires to promote major events and cultural and artistic which draw countywide, regional, state and national interest as evidenced by widespread media promotion and which can demonstrate a significant population of participants and visitors from outside the county.

1. A maximum of \$300,000 per year may be made available for major events and organizations within this category.

2. The following general guidelines apply to this category:
 - a. Must demonstrate overall attendance either at a single event or through a series of events in excess of 15,000, with significant (20% or more) demonstrated attendance from out of the county.
 - b. Must demonstrate extent of out-of-county attendance and demonstrate link to overnight stays from attendees.
 - c. Must demonstrate advertising expenses exceeding \$25,000, of which the Advertising funds being requested must not exceed 50% of total advertising expenses for the event or organization.
 - d. Must demonstrate a major advertising campaign plan focused outside of the county.
 - e. Must demonstrate the extent to which the event, season series, exhibit, or marketing effort will support the county's economic development in the form of local job promotion, local education contribution, and/or local business-chambers of commerce-visitors centers partnerships.
3. The maximum advertising fund contribution which can be applied for is \$50,000.
4. Funds are only to be used for advertising and promotion of the events and not towards the cost of event production.
5. The following will be requested as part of the application process for all events and organizations who apply for advertising funds under this category. This information is not required and failure to provide will not result in disqualification, however, the information will be used to determine grant awards and amounts based on demonstrated ability to most effectively promote tourism, agricultural, and/or economic development.
 - a. A complete Advertising Fund grant application (form provided by the County);
 - b. A completed post-program/event report containing results and benefits of prior year activities and events, if the entity received Advertising Funds in the previous fiscal year (form provided by the County);
 - c. Detail the advertising/promotional campaign for which advertising funds are being requested, including the type of advertising and region(s) of promotion;
 - d. Detail how these activities will promote attendance, including expected attendance, overnight stays, and visitor spending; and
 - e. Detail how the County of Sonoma organization will be promoted as an organization/event sponsor in advertising materials, available event/booth attendance, and other such activities. Information should also be provided on available sponsorship packages.

G. County Government Departmental Activities

The Board of Supervisors desires to provide Advertising funds for certain county departmental activities that benefit local tourism activities and the tourist industry, and which preserve and promote Sonoma County history. Advertising funds may be used for salaries of County

employees when participating in activities funded by Advertising funds. Administrative costs (including collection, audit, program coordination, consultant, and legal services), should not exceed 10% of the estimated and/or budgeted TOT revenues.

Request for Advertising funds from departments will be reviewed annually on a case-by-case basis.

1. Miscellaneous Department Activities:

Funding may be provided to County departments to advertise specific activities which promote tourism and awareness of the County, including, but not limited to, the Sonoma County Library, the Sonoma County State Capital Exhibit, and similar endeavors; as well as provide for venue services where tourist and community activities take place.

2. Affordable Housing:

Funding may also be identified for an affordable housing program. Funding designated for affordable housing shall be recommended by the County Administrator's Office based on available funding and approved by the Board of Supervisors on an annual basis. As a goal, funds will be recommended based upon 50% of revenues directed toward this fund that are generated from facilities established after 2002, pursuant to the March 2002 Board Policy Workshop, and after categories A-F and H-I have been funded at appropriate levels.

The Community Development Commission and the Permit and Resources Management Department shall make requests for these funds annually through the budget process for funding affordable housing programs and related efforts as well as for implementation of the Housing Element. Additionally, \$60,000 shall remain in the Affordable Housing Set Aside Fund within the Advertising Program to be available for emergency shelter needs that arise throughout the year that have not been addressed elsewhere.

Should additional funds set aside for affordable housing remain available following these requests and the Set Aside, the funds shall be allocated to the existing County Fund for Housing (CFH), administrated by the Community Development Commission.

3. Collections/Audit Services:

Revenue and tax collection services and program and grantee audit services are provided for this Program. Funding shall be recommended by the County Administrator's Office annually to fund these activities.

4. Legal Services:

Legal guidance, advice, interpretation and other related services are provided for this Program. Funding shall be recommended by the County Administrator's Office annually to fund these activities.

5. Program Administration Services:

Administration of this Program, including policy management and review, budget management and review, application review and recommendation, contract management, claims processing, and other related activities are provided by the County Administrator's Office. Funding shall be recommended by the County Administrator's Office annually to fund these activities.

H. Documentary Films

The Board of Supervisors desires to support Sonoma County based documentary films that document and promote or maintain a historical record of the region, culture, community and arts.

1. A maximum of \$30,000 per year may be made available for documentary film production, with an allocation not to exceed \$10,000 per film.
2. The following general guidelines apply in this category:
 - a. Must demonstrate historical, current social issues, cultural, regional or specific human experiences in Sonoma County that raise awareness and create an impact upon the viewing audience.
 - b. Must have real, factual situations and circumstances which leave audiences better informed.
 - c. Must provide detail of advertising/promotional campaign activities, including the type of advertising and region(s) of promotion.
 - d. Must be able to demonstrate that the film will be exhibited publicly, including but not limited to broadcast and cable television, and Internet transmission.
 - e. Applicant must provide a production timeline including release date of film and the cost of the activity in relation to the amount of grant funds being applied for.

I. Seasonal and Off Peak Programs

The Board of Supervisors desires to promote seasonal programs, events and cultural and artistic organizations as well as events that occur during the off peak tourism season (November 15 through April 15) which draw countywide and regional interest and which can demonstrate participants and visitors from within and/or outside the county. The program will pay for the direct cost of advertising.

1. A maximum of \$50,000 per year may be made available under this category. .
2. The maximum advertising fund contribution which can be applied for is \$5,000.
3. The following general guidelines apply to this category:
 - a. Must detail overall attendance from in and/or outside of the county.
 - b. Must demonstrate local and/or out of county advertising campaign plan.
 - c. Must demonstrate the extent to which the event, seasonal program, exhibit or marketing effort will support the County's economic development in the form of local job promotion, local education contribution, and/or overnight stays from attendees.
 - d. Must provide a budget of total advertising expenses in relation to the amount of grant funds being applied for.

FY 17/18 Sonoma County Advertising Program Award Recommendations

Entity	Description of Funding Need	16/17 Ad Grant	Amount Requested for FY 17/18	Recommended Amount for FY 17/18 Award
Category A1 - Chambers of Commerce				Max: \$40,000
Cloverdale Chamber	10% Membership Match	\$3,000	\$2,800	\$2,604
Geyserville Chamber	10% Membership Match	\$2,050	\$2,253	\$2,095
Mark West Chamber	10% Membership Match	\$2,000	\$2,000	\$1,800
Monte Rio Chamber	10% Membership Match	\$190	\$240	\$223
North Bay Black Chamber	10% Membership Match	N/A	\$1,200	\$1,116
Russian River Chamber and Visitor Center	10% Membership Match	\$6,000	\$4,776	\$4,442
Sebastopol Chamber and Visitors Center	10% Membership Match	\$6,500	\$7,000	\$5,766
Sonoma Valley Chamber	10% Membership Match	\$19,500	\$17,500	\$16,151
Windsor Chamber	10% Membership Match	N/A	\$6,240	\$5,803
Total			\$44,009	\$40,000
Category A2 - Visitors Center				Max: N/A
Cloverdale Chamber of Commerce	Visitors Center Funding	\$10,000	\$21,950	\$10,000
Geyserville Chamber of Commerce	Visitors Center Funding	\$6,500	\$10,000	\$6,200
Healdsburg Chamber of Commerce and Visitor Center	Visitors Center Funding	\$10,000	\$30,000	\$10,000
Petaluma Visitors Program	Visitors Center Funding	\$10,000	\$26,677	\$10,000
Redwood Coast Chamber of Commerce and Visitor Center	Visitors Center Funding	\$6,750	\$16,692	\$6,800
Russian River Chamber of Commerce and Visitor Center	Visitors Center Funding	\$78,800	\$100,000	\$78,800
Santa Rosa Visitor Center	Visitors Center Funding	\$31,000	\$31,000	\$31,000

FY 17/18 Sonoma County Advertising Program Award Recommendations

Entity	Description of Funding Need	16/17 Ad Grant	Amount Requested for FY 17/18	Recommended Amount for FY 17/18 Award
Sebastopol Area Chamber of Commerce	Visitors Center Funding	\$13,350	\$30,000	\$12,700
Sonoma Coast Visitor Center	Visitors Center Funding	\$82,000	\$90,000	\$77,900
Sonoma Valley Visitor Bureau	Visitors Center Funding	\$94,000	\$130,000	\$94,000
Windsor Chamber of Commerce and Visitor Center	Visitors Center Funding	N/A	\$26,475	\$5,000
Total			\$512,794	\$342,400
Category A3 - Economic Development				Max: N/A
Economic Development Board	The Economic Development Board provides business assistance services to enable local businesses to maintain and expand their operations.	\$2,476,215	\$2,476,215	\$2,809,413
Sonoma County Lodging Association	Funds used for part-time director.	\$35,000	\$35,000	\$0
Total			\$2,511,215	\$2,809,413
Category A4 - Tourism Marketing Program				Max: N/A
Sonoma County Tourism	Advertising and promotional efforts. <i>Funding for Sonoma County Tourism is currently be evaluated by the Board of Supervisors and may be adjusted in FY 17-18.</i>	\$3,117,576	\$3,346,444	\$3,117,576
Total			\$3,346,444	\$3,117,576

FY 17/18 Sonoma County Advertising Program Award Recommendations

Entity	Description of Funding Need	16/17 Ad Grant	Amount Requested for FY 17/18	Recommended Amount for FY 17/18 Award
Category A5 - Visitor Way Finding & Signage				Max: \$100,000
Fountaingrove District Winegrower Association	Permit and install AVA boundary signage at 5 major entry points to Fountaingrove District.	N/A	\$14,000	\$14,000
Geyserville Chamber	Business detail signs on main street of town, pointing tourists in the direction of businesses & visitor center.	\$4,000	\$5,000	\$5,000
Museums of Sonoma County	Permanent signage on B and 7th streets, identifying buildings of History and Art museums to direct public to entrances.	\$10,000	\$15,000	\$15,000
Petaluma Visitors Program	Replacement of "I" banners on light poles adjacent to Visitors Center.	\$10,000	\$2,437	\$2,500
Russian River Chamber	Kiosk in plaza, banners on light poles.	\$20,000	\$32,600	\$16,000
Sebastopol Center for the Arts	Second side of a two-sided monument sign with LED display to be placed in front of the Veterans Memorial and Sebastopol Center for the Arts buildings.	\$7,500	\$13,000	\$13,000
Sonoma Ecology Center	Sonoma Garden Park area identification signage.	\$10,000	\$12,000	\$12,000
Sonoma Valley Visitor Bureau	Signage to be located in rented advertising areas of BART stations and trains.	\$20,500	\$40,000	\$0
Windsor Chamber of Commerce	Outdoor, all weather kiosk.	N/A	\$7,500	\$7,500
Winegrowers of Dry Creek Valley	Replacement of 130 Winegrape Grower signs to include "Dry Creek Valley"	\$10,000	\$15,000	\$15,000
Total			\$156,537	\$100,000

FY 17/18 Sonoma County Advertising Program Award Recommendations

Entity	Description of Funding Need	16/17 Ad Grant	Amount Requested for FY 17/18	Recommended Amount for FY 17/18 Award
Category A6 - Workforce Development and Scholarships				Max: \$400,000
10,000 Degrees	This is a Multi-Year grant through FY 20-21. 10,000 Degrees Sonoma County College Prep, Access & Success Expansion Program	\$150,000	\$100,000	\$100,000
Career Technical Education Foundation - Regional Advanced	This is a Multi-Year grant through FY 17-18. Regional Advanced Mechanics Program: Regional manufacturing training program to support local manufacturing needs for technicians and mechanics. Funding for program development, grants to high schools and SRJC for equipment, new course implementation, teacher externships and internship opportunities for students.	\$50,000	\$50,000	\$50,000
Creative Sonoma Summer Arts Grants	Summer Arts Youth Grants	\$100,000	\$100,000	\$100,000
Creative Sonoma Arts Education Grants	Program to support equitable access arts education for underserved Sonoma County schools	\$24,000	\$24,000	\$24,000
Community Foundation: Education/Mentorship (CTE)	This is a Multi-Year grant through FY 17-18. Career Technical Education: "New" courses at high schools and off campuses to develop local workforce in engineering/design or Advanced Tech & Manufacturing (STEM) county-wide.	\$51,000	\$51,000	\$51,000
Santa Rosa Chamber of Commerce - Mike Hauser Algebra Academy	This is a Multi-Year grant through FY 18-19. Algebra prep program and expansion for 8th & 9th graders in Sonoma County for whom English is a second language. 60% of enrolled students qualify as low income.	\$25,000	\$25,000	\$25,000
Sonoma County Grape Growers Foundation	Latino Vineyard Employee Management and Job Training Program: Sonoma County Ag Management Training (SCAMT). Request is for \$150,000 over 3 years (\$50,000 per year)	N/A	\$150,000	\$0
Becoming Independent	Employing Abilities Workforce Program. Request is for \$132,600 over 2 years (\$66,300 per year).	N/A	\$132,600	\$0
Total			\$632,600	\$350,000

FY 17/18 Sonoma County Advertising Program Award Recommendations

Entity	Description of Funding Need	16/17 Ad Grant	Amount Requested for FY 17/18	Recommended Amount for FY 17/18 Award
Category B1 - Parks, Recreation and Event Facilities				Max: N/A
Regional Parks Department	Operations and Maintenance of existing facilities	\$2,651,507	\$2,651,507	\$2,651,507
Total			\$2,651,507	\$2,651,507
Category B2 - Community Impacts - Public Safety				Max: \$90,000
Bodega Bay Fire Protection District	Marine Electronics, Communications, Rescue Equipment/PPE, Training, Medical Equipment	\$15,000	\$90,000	\$15,000
Cazadero Community Services District	New roof and exhaust system for Station #1 Fire Hall and 4x4 brush truck	\$10,000	\$90,000	\$10,500
Geyserville Chamber of Commerce	Traffic sign	N/A	\$5,000	\$0
Monte Rio Fire Foundation	Two jet skis, trailer, and related equipment.	\$10,000	\$25,000	\$10,500
Russian River FPD	Purchase additional/upgrade swiftwater rescue equipment	\$20,000	\$36,330	\$15,000
Sonoma County FES (representing Volunteer Fire Companies in CSA#40)	Automatic External Defibrillators (AEDs)	N/A	\$39,060	\$39,000
Total			\$285,390	\$90,000

FY 17/18 Sonoma County Advertising Program Award Recommendations

Entity	Description of Funding Need	16/17 Ad Grant	Amount Requested for FY 17/18	Recommended Amount for FY 17/18 Award
Category C - Agricultural Promotion				Max: \$185,000
Sonoma County Vintners group	Funds are managed by Sonoma County Vintners to promote collaborative advertising and promotional efforts with the agricultural sector. Sub-grant awards are distributed from the Sonoma County Vintners to: Sonoma County Winegrowers, Sonoma Valley Vintners and Growers, Sonoma County Farm Trails, Sonoma County Harvest Fair, Sonoma Wine Country Weekend, Wine Road Northern Sonoma County, and Winegrowers of Dry Creek Valley	\$185,000	\$185,000	\$160,000
Total			\$185,000	\$160,000
Category D - Historical Commissions				Max: \$60,000
Landmarks Commission	Funding for preservation and restoration of historically significant buildings.	\$50,000	\$50,000	\$50,000
Historical Records Commission	Ongoing historical record preservation	\$10,000	\$15,000	\$10,000
Museums of Sonoma County	Restoration project	N/A	\$4,000	\$0
Total			\$69,000	\$60,000
Category E - Local Events, Organizations and Economic Development				Max: \$250,000
District 1	Assists small cultural, artistic, and countywide events and organizations with funding for advertising and economic development efforts to promote Sonoma County and encourage visitors to frequent the county throughout the entire year.	\$46,472	\$50,000	\$50,000
District 2		\$18,216	\$50,000	\$50,000
District 3		\$20,280	\$50,000	\$50,000
District 4		\$31,504	\$50,000	\$50,000
District 5		\$53,528	\$50,000	\$50,000
Total			\$250,000	\$250,000

FY 17/18 Sonoma County Advertising Program Award Recommendations

Entity	Description of Funding Need	16/17 Ad Grant	Amount Requested for FY 17/18	Recommended Amount for FY 17/18 Award
Category F - Major County Events and Organizations				Max: \$300,000
6th Street Playhouse	2017-18 Season	\$10,000	\$50,000	\$10,000
California Artisan Cheese Festival	California Artisan Cheese Festival	n/a	\$10,000	\$0
Cruisin' the Boulevard	Petaluma's Salute to American Graffiti	\$4,000	\$6,000	\$4,000
Green Music Center	2017-2018 Season	\$17,500	\$50,000	\$18,000
Healdsburg Jazz Festival, Inc.	Year round programming and 2018 Healdsburg Jazz Festival	\$10,000	\$45,000	\$10,000
King Ridge Foundation	Levi's GranFondo	n/a	\$50,000	\$0
Luther Burbank Center for the Arts	Luther Burbank Center for the Arts 2017-18 Season	\$45,000	\$50,000	\$50,000
Luther Burbank Rose Parade & Festival	Rose Parade and Festival	\$5,000	\$7,000	\$5,000
Museums of Sonoma County	10 major exhibitions	\$40,000	\$50,000	\$40,000
Pacific Coast Air Museum	Event series including Climb Aboards, Museum Open House, Flight Wing Hangar Talks, June Car Show, Aviation Summer School, September 11th Commemoration, Veteran's Day, and Santa Fly-in	\$10,000	\$10,000	\$10,000
Petaluma Downtown Association	4 Events: Art & Garden Festival, 2 Antique Faires, Butter & Egg Days Parade	\$5,000	\$14,000	\$5,000
Sebastopol Center for the Arts	20 art exhibitions, 12 music performances, 6 poetry events, 156 classes, film series, and at least 3 major events	\$25,000	\$50,000	\$25,000
Sonoma County Fair & Exposition, Inc.	Sonoma County Fair	\$40,000	\$50,000	\$40,000
Sonoma County Farm Trails	44th Annual Gravenstein Apple Fair	\$13,000	\$15,000	\$13,000
Sonoma International Film Festival	Sonoma International Film Festival	N/A	\$15,000	\$10,000
Sonoma Valley Visitors Bureau	Holidays in Sonoma Valley and Sonoma Valley Delicious!	N/A	\$50,000	\$0

FY 17/18 Sonoma County Advertising Program Award Recommendations

Entity	Description of Funding Need	16/17 Ad Grant	Amount Requested for FY 17/18	Recommended Amount for FY 17/18 Award
Summer Repertory Theatre Festival	Summer Repertory Theatre Festival 2017 Season	\$5,000	\$15,000	\$10,000
Visit Santa Rosa (California Welcome Center SR)	IRONMAN triathlon events	N/A	\$50,000	\$50,000
Total			\$587,000	\$300,000
Category G1 - Department Activities				Max: N/A
Agricultural Commissioner	2018 CA State Fair Exhibit	\$20,000	\$27,098	\$14,000
Health Services Department	Russian River Blue Green Algae Monitoring	\$40,000	\$113,937	\$0
Sonoma County Fire and Emergency Services	SoCoAlert Marketing and Advertising	N/A	\$92,000	\$0
Sonoma County Library	Digital Photo Collection	\$25,000	\$50,000	\$0
Sonoma County Library	Table Top Scribe System and ST View Scan III	N/A	\$27,000	\$0
Total			\$196,098	\$14,000
Category G2 - Affordable Housing				Max: N/A
Set Aside Fund for Emergency Shelter	Maintained in Advertising Fund	\$60,000	\$60,000	\$60,000
Community Development Commission	Homeless Services - Funds Jones Hall (\$165,000)	\$165,000	\$165,000	\$165,000
Permit and Resource Management	Housing Element Implementation	\$150,000	\$150,000	\$150,000
Total			\$375,000	\$375,000

FY 17/18 Sonoma County Advertising Program Award Recommendations

Entity	Description of Funding Need	16/17 Ad Grant	Amount Requested for FY 17/18	Recommended Amount for FY 17/18 Award
Category G3 - Collections/Audit Services				Max: N/A
ACTTC - Collections	Tax collection administration activities. Includes 40,000 for Extra Help for collections activities.	\$367,819	\$407,819	\$407,819
ACTTC - Audit	Audit services including program grant audits, collection audits and VRBO. Increased costs for audit in FY 17/18.	\$99,850	\$114,100	\$114,100
Total			\$521,919	\$521,919
Category G4 - Legal Services				Max: N/A
County Counsel	Program and collections legal services	\$51,810	\$41,810	\$41,810
Total			\$1,085,648	\$41,810
Category G5 - Program Administration				Max: N/A
CAO/BOS	Program staff support	\$432,093	\$576,068	\$576,068
Permit and Resource Management	Code Enforcement Vacation Rental Services	\$150,000	\$150,000	\$150,000
Total			\$726,068	\$726,068

FY 17/18 Sonoma County Advertising Program Award Recommendations

Entity	Description of Funding Need	16/17 Ad Grant	Amount Requested for FY 17/18	Recommended Amount for FY 17/18 Award
Category H - Documentary Films				Max: \$30,000
Daily Acts Organization (application 1 of 2)	Film documenting the work done by Daily Acts Organization since its inception in 2002	N/A	\$10,000	\$0
Daily Acts Organization (application 2 of 2)	Community Resilience Challenge documentary	N/A	\$10,000	\$10,000
Human Rights Commission and KRCB	My American DREAMs Documentary films and Social Media Project	\$7,500	\$10,000	\$0
Inquiring Systems	Documentary film tracing the history of Sonoma Valley	N/A	\$10,000	\$10,000
KRCB North Bay Public Media	Three 3-minute documentary shorts promoting Sonoma County Regional Parks	\$10,000	\$10,000	\$0
Sonoma County Vintners	"Our Roots Grow Deep" - two or three 5-minute documentary videos	N/A	\$10,000	\$10,000
Winegrowers of Dry Creek Valley	Continue to document oral histories and evolution of the Dry Creek Valley wine region	\$5,000	\$10,000	\$0
Total			\$70,000	\$30,000
Category I - Seasonal and Off Peak Programs				Max: \$50,000
Alexander Valley Film Society	Alexander Valley Film Festival	\$5,000	\$5,000	\$5,000
Russian River Chamber of Commerce and Visitor Center	Spring Fling, Stumptown Daze Parade, Christmas Events	n/a	\$5,000	\$2,500
Sebastopol Center for the Arts (Art Trails)	Sonoma County Art Trails	\$5,000	\$5,000	\$5,000
Sebastopol Chamber of Commerce and Visitor Center	Apple Blossom Festival and Parade	\$5,000	\$5,000	\$5,000
Sonoma Arts Live Theater Company	Full Theatrical Season	n/a	\$5,000	\$2,500

FY 17/18 Sonoma County Advertising Program Award Recommendations

Entity	Description of Funding Need	16/17 Ad Grant	Amount Requested for FY 17/18	Recommended Amount for FY 17/18 Award
Sonoma County Farm Trails	Holidays Along the Farm Trails	\$4,000	\$5,000	\$5,000
Sonoma County Vintners	Sonoma County Vintners Holiday Wine promotion	n/a	\$5,000	\$0
Sonoma County Vintners & Growers Alliance	Signature Sonoma Valley	n/a	\$15,000	\$0
Winegrowers of Dry Creek Valley	Dry Creek Valley - Winter Getaway Promotion	n/a	\$5,000	\$0
Total			\$55,000	\$25,000
Reserves				
Allocate to Economic Uncertainty Reserve Fund		\$300,000	N/A	\$0
Allocate to Contingencies		\$300,000	N/A	\$50,000
Total to Reserves	Total Recommended			\$50,000
Total Expenditures				\$12,054,693
Revenues				
TOT Projected Collections	9% of the total 12% Transient Occupancy Tax collections			\$11,292,000
Utilized Available Fund Balance				\$682,693
One-Time Funds	Approved by the Board of Supervisors during FY 17-18 Budget Hearings			\$80,000
Total Revenues				\$12,054,693

TRANSIENT OCCUPANCY TAX ALLOCATION SUMMARY

Category	Description	FY 14-15 Approved	FY 15-16 Approved	FY 16-17 Approved	FY 16-17 One-Time Funds	FY 16-17 Revised 2/17	FY 17-18 Approved (9%)	FY 17-18 Recommended (3%)
BEGINNING AVAILABLE BALANCE		1,952,808	5,239,250	4,388,907	4,388,907	4,860,100	701,103	-
General Fund Revenue								
	25% of total TOT Collection	2,889,676	3,374,000	3,551,033	3,551,033	3,654,318	3,764,000	
Advertising Program Revenue								
	75% of TOT Collection (plus interest)	8,669,028	10,147,000	10,653,100	10,653,100	10,990,860	11,292,000	
TOTAL Revenue		11,558,704	13,521,000	14,204,133	14,204,133	14,645,178	15,056,000	4,969,470
ADVERTISING PROGRAM USES								
A1	Chambers of Commerce	29,981	29,290	39,940		39,940	40,000	
A2	Visitor Centers	340,900	340,900	342,400		342,400	342,400	
A5	Signage	43,000	83,600	97,000	25,000	122,000	100,000	
C	Agricultural Promotion	160,000	180,000	185,000		185,000	160,000	
E	Local Events/Orgs/Econ Develop	160,000	160,000	160,000		170,000	170,000	
F	Major County Events & Org	440,500	306,000	300,000		300,000	300,000	
H	Film Documentaries		20,000	30,000		30,000	30,000	
I	Seasonal and Off Peak Programs		28,600	41,000		41,000	25,000	
Advertisers Sub-total		1,174,381	1,148,390	1,195,340	25,000	1,230,340	1,167,400	-
A3	Economic Development Board	2,997,048	2,836,100	2,511,215		2,583,809	2,809,413	
A4	Sonoma County Tourism	2,561,194	2,753,520	3,117,576		3,117,576	3,117,576	
A6	Workforce Development & Scholarships			350,000		400,000	350,000	
B1	Parks, Recreation, Event Facilities	2,193,617	2,285,717	2,681,507	450,000	3,131,507	2,651,507	
B1	Veterans Buildings				400,000	400,000		
B2	Community Safety Impacts	147,023	90,000	90,000	768,000	858,000	90,000	
D	Historical Commissions	30,000	30,000	50,000		60,000	60,000	
G1	Departmental Activities	65,000	77,350	45,000	127,000	282,000	14,000	
G2	PRMD - Housing Element Project	100,000	100,000	150,000		150,000	150,000	
G2	CDC Homeless Services	87,066	220,000	285,000		285,000	165,000	
G2	Workforce Housing Partnership	-	-		1,000,000	1,000,000	-	
G2	Affordable Housing - Emergency Shelter	60,000	60,000	60,000		60,000	60,000	
Community Services Sub-total		8,240,948	8,452,687	9,340,298	2,745,000	12,327,892	9,467,496	-
G3	ACTTC Collection	130,819	367,819	367,819		367,819	407,819	
G3	ACTTC Audit	189,850	99,850	99,850		99,850	114,100	
G4	Legal Services	41,810	41,810	51,810		51,810	41,810	
G5	CAO/BOS	181,787	381,787	433,880		485,220	576,068	
G5	PRMD Code Enforce Vacation Rental Measure L Costs	-	150,000	150,000		245,940	150,000	
Program Admin Sub-total		544,266	1,041,266	1,103,359	-	1,530,224	1,289,797	
ONE TIME FUNDING FOR TOURISM SUPPORT AND IMPACT MITIGATION (see "One-Time Funds")				2,770,000				
	Contingencies Remaining	128,602	55,000	300,000		38,336	50,000	
	EUR Contribution	58,504	300,000	300,000		300,000	-	
TOTAL EXPENSES		10,146,701	10,997,343	15,008,997	2,770,000	15,426,792	11,974,693	-
Increase/(Decrease) to Fund		(1,477,673)	(850,343)	(4,355,897)		(4,435,932)	(682,693)	0
ENDING AVAILABLE BALANCE		475,135	4,388,907	33,010		424,168	18,410	
Econ. Uncertainty Rve Balance		732,201	732,201	1,032,201	1,032,201	1,032,201	1,032,201	
% of Revenues		7%	7%	10%	10%	9%	9%	



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 46
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: June 20, 2017

Vote Requirement: No Vote Required

Department or Agency Name(s): Transportation and Public Works and General Services

Staff Name and Phone Number:

Susan Klassen, 565-2231
Caroline Judy, 565-2348

Supervisorial District(s):

Countywide

Title: Update on Sonoma County Transit's efforts to coordinate with Sonoma Marin Area Rail Transit service and General Services' Clean Commute Initiative.

Recommended Actions:

Receive informational report on Sonoma County Transit's efforts to coordinate with Sonoma Marin Area Rail Transit service, including discussion of new Connector and Shuttle Routes, and an update on the Sonoma County Clean Commute Initiative.

Executive Summary:

This item provides an update on Sonoma County Transit's efforts to coordinate with Sonoma Marin Area Rail Transit (SMART) service upon its anticipated commencement of regularly scheduled service in early July. Planned new services include four "Connector" routes (52, 53, 54, 56) which provide intercity service to rail stations at Airport Business Park, Rohnert Park, Cotati and Petaluma and two "Shuttle" routes (55, 57) which provide short "last mile" connections from the North Santa Rosa and Airport Business Park SMART stations and nearby major destination/employment centers.

The new "Shuttle" services complement the County's efforts to make public transit usage by its employees more attractive and easy to use with the ultimate goal of reducing emissions from County operations. Both shuttle routes serve county employee work destinations.

This item also discusses results of General Services' annual employee commute survey, ongoing efforts to reduce employee commute emissions and future updates/expansion of the County Employee Clean Commute program to encourage use of SMART.

Discussion:

Sonoma County Transit's efforts to coordinate with Sonoma Marin Area Rail Transit service: The return of passenger rail service in Sonoma County has been anticipated for nearly thirty years. Since the mid-1990's, Sonoma County Transit has developed several bus/rail facilities along the North Western Pacific

(NWP) rail corridor (now SMART) that included the Cloverdale Intermodal Facility (1995 and 1999), the Windsor Intermodal Facility (2007), the Petaluma Transit Mall (2007), the Cotati Intermodal Facility (2015) and most recently, the Healdsburg Intermodal Facility (2016).

With these supportive facilities in place, and the imminent introduction of SMART service, Sonoma County Transit has developed a series of routes, referred to as “Connectors” and “Shuttles,” that provide links from various parts of the County with SMART rail service. The six new routes, 52, 53, 54, 55, 56, 57 are collectively referred to as “50-Series” routes. The four “Connector” routes (52, 53, 54, 56) provide intercity links to rail stations at Airport Business Park, Rohnert Park, Cotati and Petaluma while the two “Shuttle” routes (55, 57) provide short “last mile” connections from the North Santa Rosa and Airport Business Park SMART stations and nearby major destination/employment centers.

SMART’s initial level of service will include 34 trips (17 southbound and 17 northbound) on weekdays operating between 4:19am and 9:42pm. On weekends, SMART will operate 10 trips (5 southbound and 5 northbound) between 10:13am and 9:57pm.

With the exception of Route 56 which will operate daily, the 50-Series routes will operate on weekdays during morning and afternoon commute periods. The four “Connector” routes (52, 53, 54, 56) have been designed to provide links to SMART stations from west county, east county, north county and from within the Highway 101 corridor (south county).

The four 50-Series Connector routes are described below and illustrated in Attachment “A”:

Route 52 – West County Connector to Cotati Depot, Sonoma Mountain Village and Sonoma State University

Route 52 is designed to receive transfers in downtown Sebastopol from the eastbound Route 20 that serves passengers with trip origins in Monte Rio, Guerneville, Rio Nido, Forestville and Graton. Route 52 will operate along the Highway 116 corridor between downtown Sebastopol and the Cotati Hub (downtown Cotati), serving East Cotati Avenue, the Cotati Depot (SMART station), Sonoma Mountain Village and Sonoma State University - the route’s eastern terminus. Bi-directional service to connect commuters from the Sebastopol end or the SSU/Rohnert Park end of the route are provided during morning and afternoon commute periods with connections to both northbound and southbound SMART trains at the Cotati Depot.

Route 53 – East County Connector to Petaluma SMART/Transit Mall

Route 53 provides a morning commute period trip that departs the Sonoma Plaza, then serves Temelec before travelling west to Petaluma via Adobe, Frates and Lakeville Roads to the Petaluma SMART depot at Washington and Lakeville Streets. The depot is adjacent to the Petaluma Transit Mall located on Copeland Street between “D” Street and Washington. The morning westbound trip meets the southbound SMART train departing at 7:55am.

During the afternoon commute period, two eastbound Route 53 trips will meet northbound SMART trains arriving at 4:30 and 6:00pm for a return trip to Sonoma. Passengers traveling beyond the Sonoma Plaza can transfer to the westbound Route 38 departing the Plaza at 7:05pm.

Route 54 – South County Connector to Rohnert Park SMART, Petaluma SMART

Route 54 follows the current Route 44/48 alignment as it begins its southbound trip at Coddington, serving Range Avenue, the County Center, Mendocino Avenue and Santa Rosa Avenue to Robert’s Lake Road in Rohnert Park. At Robert’s Lake and Golf Course Drive, the route proceeds east on Golf Course to

Country Club Drive to Rohnert Park Expressway. From the Expressway, the route proceeds west to the SMART track crossing, the location of the Rohnert Park SMART station. The first segment of the route is designed to provide riders boarding south along Santa Rosa Avenue and the Golf Course/County Club Drive areas access to their nearest SMART station – Rohnert Park.

After the Rohnert Park station, Route 54 continues south to serve the Cotati Hub, Old Redwood Highway, Petaluma Hill Road, North Petaluma Blvd., East Washington Street and finally the Petaluma SMART station/Transit Mall. This, second segment of Route 54, is designed to provide a connection to SMART for passengers boarding south of Cotati.

Route 54 will make two trips during the morning commute period to connect with southbound SMART trains in Rohnert Park and in Petaluma. Two northbound trips will operate during the afternoon commute period receiving passengers from northbound trains at the Petaluma Station and at the Rohnert Park Station.

Route 56 - North County Connector to Airport SMART

Route 56 is designed to utilize Sonoma County Transit's depots and Park & Ride lots in Cloverdale, Healdsburg and Windsor and provide express bus service between these facilities and the nearest SMART Station – Airport Blvd.

During the morning commute period, two southbound trips will be provided with arrivals at the Airport Blvd. SMART Station prior to 6:19 and 7:19am train departures. During the afternoon commute period, two trips will be provided that depart following northbound train arrivals at 5:36 and 6:36pm.

On weekends, Route 56 will provide two southbound trips arriving prior to SMART's 10:13am and 12:13pm southbound departure times and two northbound trips following SMART's northbound arrivals at 4:02 and 6:02pm.

Unlike the other 50 series routes, the Route 56 will be subsidized by SMART as it will be provided in lieu of rail service until SMART service extends north. When SMART extends to Windsor, Route 56 will then operate between Cloverdale and Windsor. The same modification will occur when SMART is extended to Healdsburg. Route 56 will be discontinued when SMART's northern terminus is Cloverdale.

In addition to its subsidy, SMART has agreed to cover the fares for all Route 56 passengers who use the regional Clipper Card and continue to or from Route 56 to a SMART train trip. Passengers using Route 56, but not transferring to SMART, can either use their Sonoma County Transit pass or pay the appropriate cash fare.

Staff will return to the Board this fall seeking approval of an agreement with SMART that subsidizes the Route 56 on an ongoing basis.

The two 50-Series "Shuttle" routes are as follows and illustrated in Attachment "A":

Route 55 – Airport Business Park Shuttle

Route 55 is designed to provide passengers arriving at the Airport Business Park SMART Station quick and efficient "last-mile" service between SMART and most work locations within the Airport Business Park, as well as, the Sonoma County Airport terminal.

Three trips will be provided during the morning commute period that meet three northbound trains arriving at 7:06, 7:36 and 8:06am. In the afternoon, two trips will coordinate with two southbound trains departing at 5:19 and 5:49pm.

Route 57 – Kaiser, County Center, SRJC Shuttle from North Santa Rosa/Guerneville Road SMART

Route 57 provides “last-mile” connections from north Santa Rosa’s Guerneville Road SMART Station for commuters traveling to Kaiser Hospital (Bicentennial Way bus stops) or the County Center. During the morning commute period, two trips will be provided to meet northbound trains arriving at 7:29 and 7:59am. The second trip, meeting the 7:59am train arrival, will also serve the Santa Rosa Junior College.

In the afternoon, two trips will meet southbound train departures at 5:26 and 5:56pm. The trip that meets the 5:26pm train will serve the SRJC, in addition to, the County Center and Kaiser.

Sonoma County Transit anticipates introducing the 50-series routes on Monday, July 10th.

County Employee Clean Commute and Transit Initiatives Update: Sonoma County Transit’s planned Connector and Shuttle services complement the County’s efforts to make public transit usage by its employees more attractive and easy to use with the ultimate goal of reducing emissions from County operations. Transportation is a major component of County emissions with employee commutes accounting for 50% of County operations emissions.

In 2006, the Board of Supervisors adopted a Climate Action Plan to address emissions from County owned buildings, fleet operations, and employee commute. As part of the Climate Action Plan, the Energy and Sustainability Division was added to General Services Department to manage and evaluate County internal energy management and sustainability program efforts. To meet local, regional, and state emission reduction and climate action goals the County must dramatically reduce employee commute emissions.

On an annual basis, General Services conducts an employee commute survey as part of its One Day Clean Commute campaign. A key data point in the annual employee commute survey is the percentage of employees driving to work alone. The percentage driving alone in the year 2000 was 91%, this past year 90%, a very small shift in the preferred transportation mode of employees.

Launched in 2013, the One Day Clean Commute outreach campaign, promotes clean commute options to County employees including the use of public transit. Desired outcomes of clean commuting include: (1) reducing commute related *emissions*, and (2) alleviating anticipated *parking compaction* as the County Administration Center develops. If all employees were to clean commute one day per week commute emissions could be reduced by 20% and employees could collectively save over \$800,000 in fuel costs each year.

The chart below illustrates key findings in the 2016 survey:

2016 County Employee Commute Results	
Survey response rate	19% (912 of 4,914 employees responded)
Average round trip commute	24 miles
Percentage of daily trips driving alone	90%
Percentage of daily trips using public transportation	1%
Percent of responders with electric vehicles (EVs)	3%
Percent of responders considering purchase of an EV in the next 12 months	11%

In January, a SMART specific survey was conducted by the One Day Clean Commute program. The survey indicated some interest by employees to alter their commutes away from driving alone to using public transit.

2017 Employee Sonoma Marin Area Rail Transit Shuttle Survey

Survey response rate	19% (925 of 4,914 employees responded)
Employees claiming they would <u>use</u> Sonoma Marin Area Rail Transit to commute to work on a regular basis	4% of responses (35 employees)
Employees claiming they would be <u>likely to use</u> Sonoma Marin Area Rail Transit to commute to work on a regular basis	14% of responses (128 employees)
Employees responding to the Sonoma Marin Area Rail Transit survey who consider cost savings as an important motivation for choosing Sonoma Marin Area Rail Transit	24% of responses (222 employees)
Employees who anticipate still needing to use a car to get to and from a station and their home	50% of responses (463 employees)
Travel modes responders predicted they would use between the station and work:	<ul style="list-style-type: none"> - 39% would like to use an employee sponsored shuttle (361), - 34% plan to walk (315), and - 15% plan to bike (139)

Survey results indicate that adding the Sonoma County SMART shuttles and supporting the use of electric vehicles are two options County employees are considering as ways to reduce their commute emissions.

General Services working collaboratively with Sonoma County Transit will continue to work towards the goal of reducing employee commute emissions. Current efforts include:

- Collaboration with the Santa Rosa Metro Chamber and large scale employers in the county on additional employee shuttle options.
- Coordination with SMART to ensure that service is highly accessible to employees through scheduling, bicycle locker resources, shuttle services, etc.
- Evaluation of public transit options at County worksites.
- Education and outreach of public transit services available to County employees by the One Day Clean Commute program.
- Expansion of bicycle infrastructure and resources.
- Expansion of electric vehicle charging infrastructure.

County Employee Clean Commute Program: Since 1992, the County has provided free transit passes as a benefit to its employees who use local transit services provided by Sonoma County Transit and Santa Rosa CityBus. The initial program was in voluntary compliance with the City of Santa Rosa’s Trip Reduction ordinance and the Sonoma County Transportation Authority’s Congestion Management Plan.

In 2011, the Board approved a revision to the program that enabled County employees to use their County-issued identification badge as their “transit pass” on Sonoma County Transit. This eliminated the need to distribute monthly transit passes to employees and also reduced the County’s cost as Sonoma County Transit began billing for actual employee trips taken, versus the number of monthly passes.

The next evolution of this program is to integrate SMART into the County Employee Clean Commute Program. This would provide clean commute alternatives for County employees using Sonoma County Transit, Santa Rosa CityBus and SMART for their work commutes. The preferred fare payment method is via the regional “Clipper” card, which is the primary fare media accepted on SMART. While Sonoma

County Transit and Santa Rosa CityBus currently offer monthly passes via Clipper, SMART anticipates having its monthly pass available on “Clipper” in September or October.

In January, SMART announced that it would operate free for all passengers from its start date through July 4. Between July 4 and Labor Day (September 4) fares would be reduced 50%. Full fares would be charged to all passengers beginning September 5. During the reduced fare period, General Services will work with Sonoma County Transit to evaluate the effectiveness of the two new shuttle routes and usage by County employees for their work commutes.

Staff will return to the Board this fall with an update on initial SMART/Sonoma County Transit shuttle usage by County employees and, at that time, provide cost estimates and program options for the Board to consider on how to integrate SMART into the County Employee Clean Commute Program.

Prior Board Actions:

None

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

The provision of public transit services assists the County’s goals of providing safe, healthy and caring community.

Fiscal Summary

Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses	0	\$554,561	\$568,425
Additional Appropriation Requested			
Total Expenditures	\$0	\$554,561	\$568,425
Funding Sources			
Transportation Development Act (TDA)	\$0	0	0
State		247,406	254,179
SMART Contribution		253,554	259,893
Passenger Fares		30,101	30,853
Bay Area Air Quality Management District - TFCA		23,500	23,500
Total Sources		\$554,561	\$568,425

Narrative Explanation of Fiscal Impacts:

Shuttle Program Cost: The fiscal summary illustrates the funding program for the new 50-series routes through FY 2018-19. As shown, the services are largely funded by a Metropolitan Transportation Commission provided State Transit Assistance-Lifeline allocation secured in 2015 to facilitate coordination with SMART (\$501,585), funding support from SMART for Route 56 (\$513,447), projected fare revenue (\$60,954) and a Bay Area Air Quality Management District grant from the Transportation Fund for Clean Air program (\$47,000.)

The additional service hours and revenues described above have been included in Transit's FY 2017-18 budget request.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

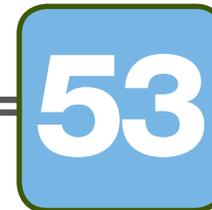
Attachments:

Attachment "A" – Sonoma County Transit/SMART Connector and Shuttle Routes – Updated 05-26-17

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



West County Connector



East County Connector



South County Connector



Airport Business Park Shuttle



North County Connector



Kaiser, County Center, SRJC Shuttle

East		Route	52	52	52	52
SEBASTOPOL	Laguna Park Way / Sebastopol Hub		6:10	7:10	8:00	5:40
	<i>Rt 20e Arrives at Sebastopol Post Office</i>		----	7:02	----	----
	Sebastopol Post Office		6:13	7:13	8:03	5:43
	Hwy 116 / Lone Pine		6:21	7:21	8:11	5:51
ROHNERT PARK / COTATI	Hwy 116 / Redwood Dr.		6:26	7:26	8:16	5:56
	Cotati Hub		6:29	7:29	8:19	6:00
	SMART Cotati Station (Northbound arrives)		----	7:13	----	5:43
	Cotati Depot		6:33	7:33	8:23	6:04
	SMART Cotati Station (Southbound departs)		6:42	7:42	8:42	6:12
	Sonoma Mountain Village		6:36	7:36	8:26	6:07
	Sonoma State University		6:40	7:40	8:30	6:11

West		Route	52	52	52	52	52
ROHNERT PARK / COTATI	Sonoma State University		7:50	8:50	4:00	5:15	6:20
	Sonoma Mountain Village		7:54	8:54	4:04	5:19	6:24
	SMART Cotati Station (Northbound arrives)		7:43	8:43	----	5:13	6:13
	Across from Cotati Depot		7:57	8:57	4:07	5:22	6:27
	SMART Cotati Station (Southbound departs)		8:12	----	4:12	5:42	6:42
	Old Redwood Hwy / La Plaza (at Fire Station)		7:59	8:59	4:09	5:25	6:30
SEBASTOPOL	Hwy 116 / Redwood Dr.		8:02	9:02	4:12	5:28	6:33
	Hwy 116 / Lone Pine		8:09	9:09	4:19	5:35	6:40
	Fairfield Inn		8:15	9:17	4:25	5:41	6:46
	Arrives Sebastopol Transit Hub		8:22	9:24	4:35	5:51	6:56
	<i>Rt 20w Departs Sebastopol Transit Hub</i>		----	----	4:48	6:04	7:19

*Map featured on next page

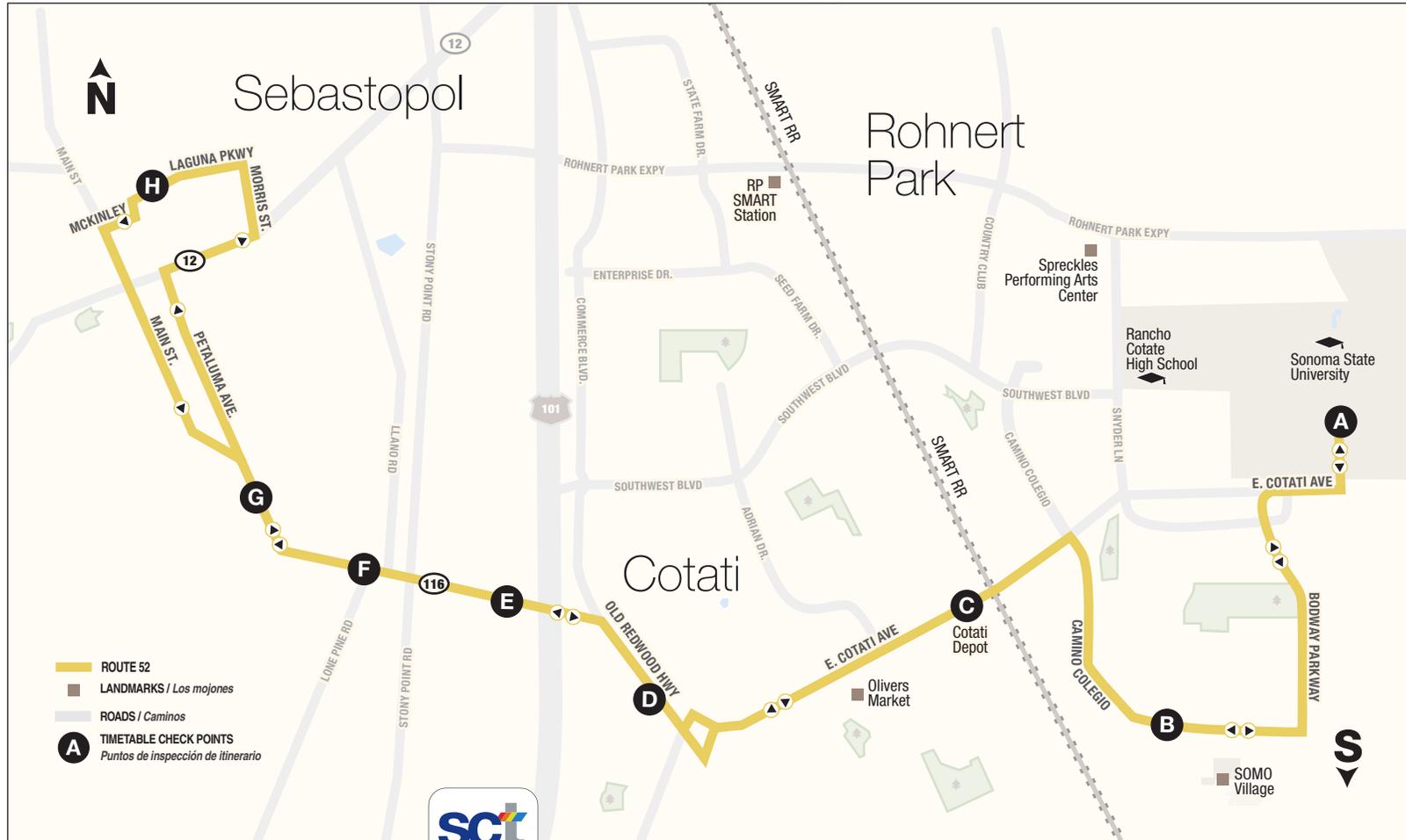


SMARTConnector

52

ROUTE 52 West County Connector to Cotati Depot - Weekday Service

West County
Connector



SMARTConnector

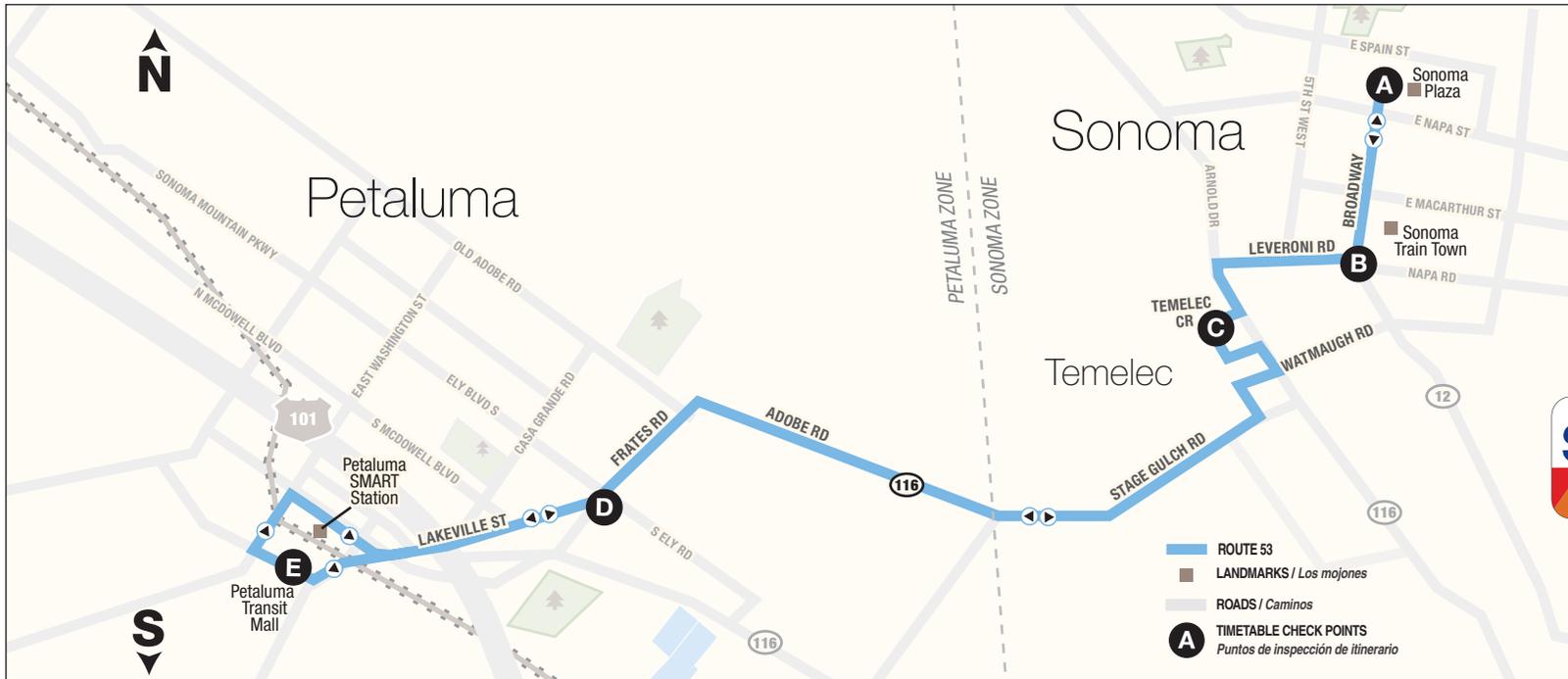
53

ROUTE 53 East County Connector to Petaluma Transit Mall - Weekday Service

East County
Connector

West					
		Route	53	53	53
SONOMA	Rt 30 - Sonoma Plaza (arrives)	A	7:00	4:50	5:30
	Sonoma Plaza	A	7:10	5:15	5:40
	Broadway / Leveroni	B	7:13	5:18	5:43
	Temelec Circle / Mission Dr.	C	7:17	5:22	5:47
PETALUMA	Frates Rd. / Lakeville Cir.	D	7:30	5:35	6:00
	Petaluma Transit Mall	E	7:40	5:45	6:10
	SMART Petaluma / Downtown (Southbound departs)	E	7:55	5:55	6:25

East					
		Route	53	53	53
PETALUMA	SMART Petaluma / Downtown (Northbound arrives)	E	7:30	4:30	6:00
	Petaluma Transit Mall	E	7:50	4:55	6:15
	Frates Rd. / Lakeville Cir.	D	7:53	4:58	6:18
SONOMA	Temelec Circle / Mission Dr.	C	7:57	5:02	6:22
	Broadway / Leveroni	B	8:10	5:15	6:35
	Sonoma Plaza	A	8:20	5:25	6:45
	Rt 38 - Sonoma Plaza (departs)	A	----	----	7:05



- ROUTE 53
- LANDMARKS / Los mojones
- ROADS / Caminos
- A TIMETABLE CHECK POINTS
Puntos de inspección de itinerario

ROUTE 54 South County Connector to SMART - Weekday Service

South County
Connector

South AM Weekday				
		Route	54	54
SANTA ROSA	Codingtown	A	6:35	7:05
	County Admin. Ctr.	B	6:41	7:11
	Santa Rosa Junior College	C	6:45	7:15
	Santa Rosa Transit Mall - South Side <i>(Departs)</i>	D	6:54	7:24
	Santa Rosa Transit Mall - South Side <i>(Departs)</i>	D	6:57	7:27
	Santa Rosa Ave / Todd Rd.	E	7:09	7:39
ROHNERT PARK / COTATI	Roberts Lake Rd. / Golf Course Dr.	F	7:13	7:43
	Country Club / Golf Course Dr.	I	7:16	7:46
	Ac. From Rohnert Park SMART Station (RP Expwy)	M	7:26	7:56
	SMART RP Station <i>(Southbound departs)</i>	M	7:38	8:08
	Commerce Blvd./ RP Expwy. <i>(Arrives)</i>	N	7:31	8:01
	Commerce Blvd./ RP Expwy. <i>(Departs)</i>	N	7:33	8:03
	Cotati Hub	R	7:41	8:11
	PENNGROVE Old Redwood Hwy./ Petaluma Hill Rd.	S	7:47	8:17
PETALUMA	Petaluma Blvd. N./ Stony Pt. Rd.	T	7:51	8:21
	Washington / Petaluma Blvd. (Downtown)	W	7:58	8:28
	SMART Petaluma Station (D St.)	Z	8:08	8:38
	SMART Petaluma / Downtown <i>(Southbound departs)</i>	Z	8:25	8:55
	Petaluma Transit Mall	X	8:11	8:41

North PM Weekday					
		Route	54	54	
	SMART Petaluma / Downtown <i>(Northbound arrives)</i>	Z	----	5:30	
	Petaluma Transit Mall	X	4:20	5:50	
	Petaluma Blvd / Mary (Downtown Pet.)	W	4:21	5:51	
	Petaluma Blvd. N./ Stony Pt. Rd.	T	4:29	5:59	
ROHNERT PARK / COTATI	PENNGROVE Old Redwood Hwy./ Petaluma Hill Rd.	S	4:33	6:03	
	Cotati Hub	R	4:43	6:11	
	Commerce Blvd./ RP Expwy. <i>(Arrives)</i>	N	4:51	6:19	
	Commerce Blvd./ RP Expwy. <i>(Departs)</i>	N	4:53	6:21	
	SMART RP Station <i>(Northbound arrives)</i>	M	4:47	6:17	
	Rohnert Park SMART Station (RP Expwy)	M	4:55	6:23	
	Country Club / Golf Course Dr.	I	5:05	6:33	
	Robert's Lake Rd / Golf Course Dr	F	5:08	6:36	
	SANTA ROSA	Santa Rosa Ave./ Todd Rd.	E	5:13	6:43
		Santa Rosa Transit Mall - North Side <i>(Arrives)</i>	D	5:27	6:56
Santa Rosa Transit Mall - North Side <i>(Departs)</i>		D	5:29	6:58	
Ac. Santa Rosa Junior College		C	5:37	7:03	
County Admin. Ctr.		B	5:42	7:08	
Codingtown		A	5:51	7:17	

*Map featured
on next page

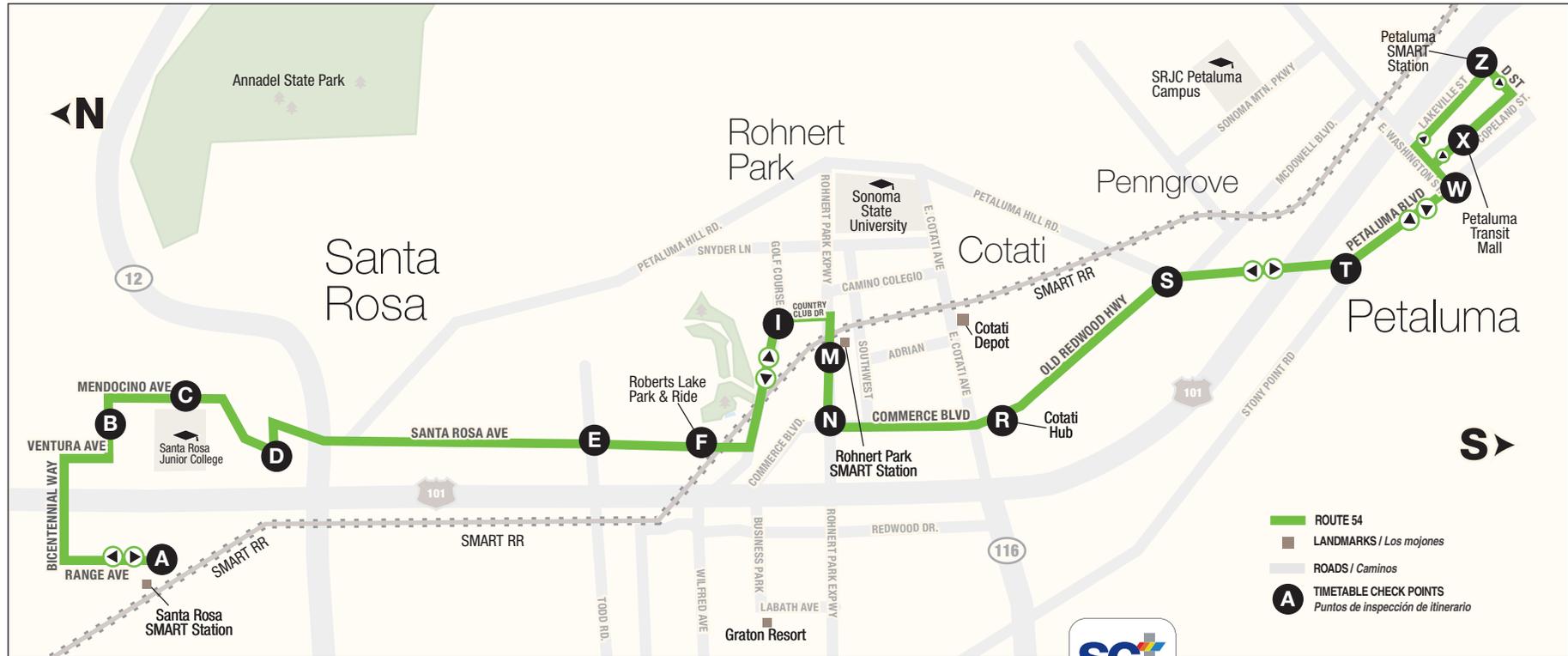


SMARTConnector

54

ROUTE 54 South County Connector to SMART - Weekday Service

South County Connector



SMART Shuttle

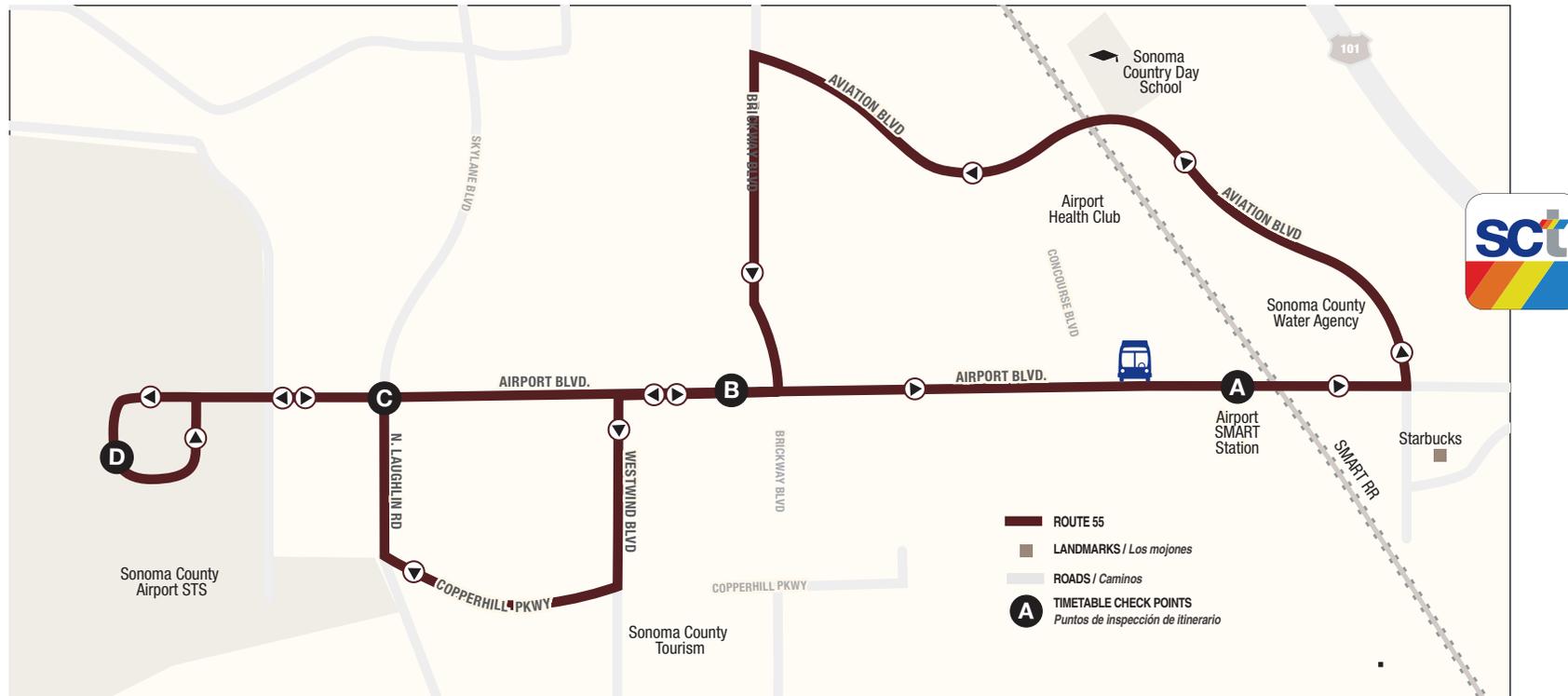
55

Airport
Business Park
Shuttle

ROUTE 55 Airport Business Park Shuttle - Weekday Service

Weekday AM Commute				
Route	55	55	55	
SMART Airport Station (Northbound arrives)	A	7:06	7:36	8:06
Airport Blvd - SMART Station	A	7:15	7:45	8:15
Brickway Blvd. / Airport Blvd.	B	7:19	7:49	8:19
Skylane Blvd. / Airport Blvd.	C	7:23	7:53	8:23
Sonoma County Airport Terminal	D	7:25	7:55	8:25
Airport Blvd - SMART Station	A	7:30	8:00	8:30

Weekday PM Commute			
Route	55	55	
Airport Blvd - SMART Station	A	4:50	5:20
Brickway Blvd. / Airport Blvd.	B	4:54	5:24
Skylane Blvd. / Airport Blvd.	C	4:58	5:28
Sonoma County Airport Terminal	D	5:00	5:30
Airport Blvd - SMART Station	A	5:05	5:35
SMART Airport Station (Southbound departs)	A	5:19	5:49



SMARTConnector

56

ROUTE 56 North County Connector to Airport SMART Station - Weekday

North County
Connector

Southbound AM Commute Weekday			
	Route	56	56
CLOVERDALE Cloverdale Depot	A	5:20	6:20
HEALDSBURG Healdsburg Depot	B	5:41	6:41
WINDSOR Windsor Depot	C	5:54	6:54
SANTA ROSA Airport Blvd - SMART Station	D	6:04	7:04
SMART Airport Station <i>(Southbound departs)</i>	D	6:19	7:19

Northbound PM Commute Weekday			
	Route	56	56
SMART Airport Station <i>(Northbound arrives)</i>	D	5:36	6:36
SANTA ROSA Airport Blvd - SMART Station	D	5:51	6:51
WINDSOR Windsor Depot	C	6:01	7:01
HEALDSBURG Healdsburg Depot	B	6:14	7:14
CLOVERDALE Cloverdale Depot	A	6:34	7:34



SMARTConnector

56

ROUTE 56 North County Connector to Airport SMART Station and Downtown SR SMART Station - Weekend

North County Connector

Southbound AM Weekend			
	Route	56	56
CLOVERDALE Cloverdale Depot	A	9:15	11:15
HEALDSBURG Healdsburg Depot	B	9:36	11:36
WINDSOR Windsor Depot	C	9:49	11:49
SANTA ROSA Airport Blvd - SMART Station	D	9:59	11:59
SMART Airport Station (Southbound departs)	D	10:13	12:13

Northbound PM Weekend			
	Route	56	56
SMART Airport Station (Northbound arrives)	D	4:02	6:02
SANTA ROSA Airport Blvd - SMART Station	D	4:15	6:15
WINDSOR Windsor Depot	C	4:25	6:25
HEALDSBURG Healdsburg Depot	B	4:38	6:38
CLOVERDALE Cloverdale Depot	A	4:58	6:58

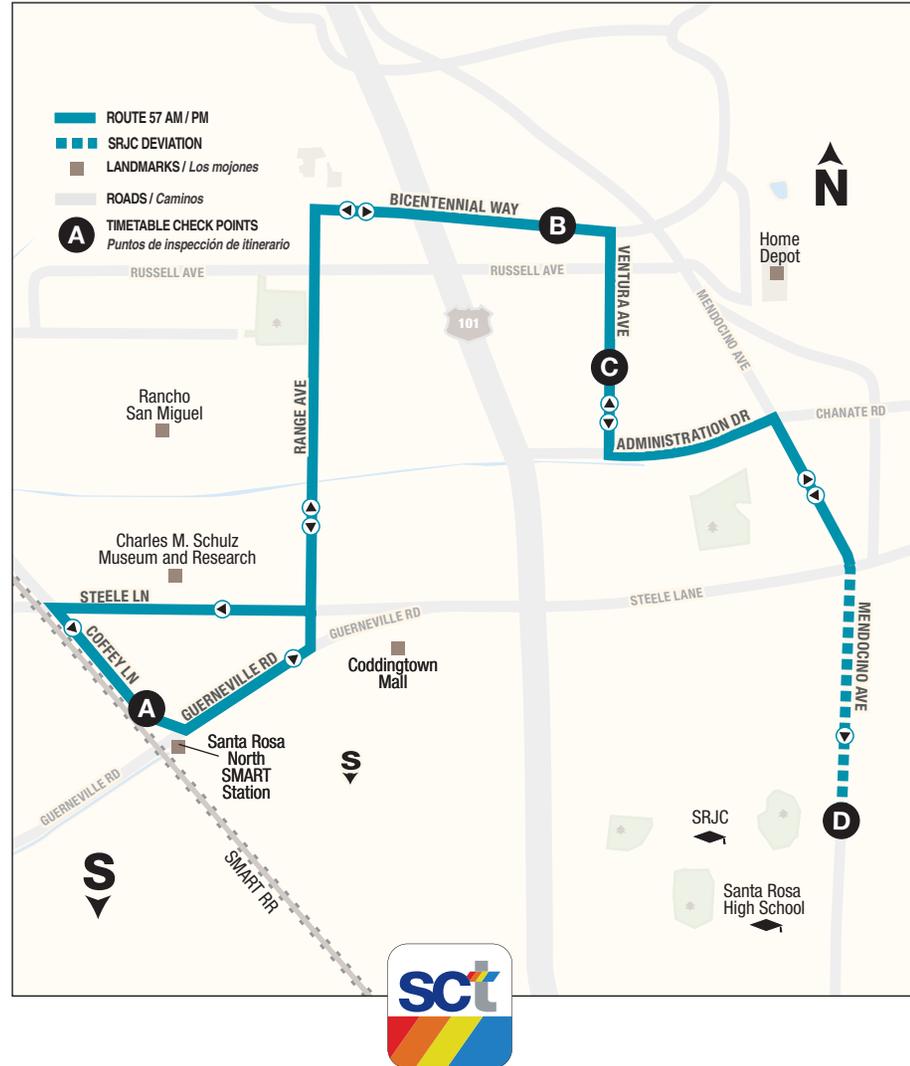


ROUTE 57 SMART Connecting Shuttle to Kaiser, County Center, SRJC - Weekday Service

Kaiser, County Center, SRJC Shuttle

Weekday AM Commute			
Route	57	57	
SMART Guerneville Rd. Station (Northbound Arrives)	A	7:29	7:59
Across Guerneville Rd. Station (Coffey Ln.)	A	7:35	8:05
Across Kaiser Hospital (Bicentennial Rd.)	B	7:42	8:12
County Admin. Ctr.	C	7:46	8:16
SRJC	D	----	8:25

Weekday PM Commute			
Route	57	57	
SRJC	D	4:55	----
County Admin. Ctr.	C	5:04	5:34
Kaiser Hospital (Bicentennial Rd.)	B	5:08	5:38
Across Guerneville Rd. Station (Coffey Ln.)	A	5:15	5:45
SMART Guerneville Rd. Station (Southbound departs)	A	5:26	5:56





Sonoma County Project Review and Advisory Committee

ACTIONS

Sonoma County Permit and Resource Management Department
2550 Ventura Avenue, Santa Rosa, CA 95403
(707) 565-1900 FAX (707) 565-1103

Date: June 15, 2017

COMMITTEE MEMBERS

Blake Hillegas, Planning - Secretary
Laurel Putnam, Department of Transportation and Public Works
Leonard Gabrielson, Surveyor - Chair
Becky Ver Meer, Health Specialist
Shelley Janek, Agricultural Commissioner's Office
Chet Jamgochian, Grading and Storm Water
Keith Hanna, Sanitation - Vice Chair

REGULAR CALENDAR

Item No: 1
Time: 9:05 AM
File No.: MNS16-0001
Staff: Gary Helfrich
Applicant: Adobe Associates, Inc.
Owner: John Taylor
Con't from: December 15, 2016
Env. Doc: Categorical Exemption
Proposal: Request for a Minor Subdivision to subdivide a 28,577 square foot parcel into three parcels of 8,674 square feet, 8,496 square feet and 11,407 square feet
Location: 15275 Arnold Dr., Glen Ellen
APN: 054-130-085
District: 1
Zoning: Low Density Residential with an allowable density of 5 dwelling units per acre and combining zones for Scenic Resources, Valley Oak Habitat, and Vacation Rental Exclusion
Action: Laurel Putnam moved to find Categorical Exempt from CEQA and approve subject to attached Findings and Conditions. Seconded by Becky VerMeer and passed on a 7-0-0 vote.
Appeal Deadline: 10 days

Vote:

Laurel Putnam:	Aye
Leonard Gabrielson:	Aye
Becky Ver Meer:	Aye
Chet Jamgochian:	Aye
Shelley Janek:	Aye
Blake Hillegas:	Aye
Keith Hanna:	Aye

Ayes:	7
Noes:	0
Absent:	0
Abstain:	0

Sonoma County Project Review and Advisory Committee Actions

Date June 15, 2017

Page 2

Item No: 2
Time: 9:05 AM
File No.: MNS15-0008
Staff: Derik Michaelson
Applicant: Andrew Jeffery
Owner: CEIBO 7, LLC
Con't from: June 1, 2017
Env. Doc: Negative Declaration
Proposal: Request for Minor Subdivision of a 15.03 acre parcel into two lots of 4.57 acres and 5.85 acres in size intended for single-family development, and one designated remainder parcel of 4.51 acres in size for continued use of the existing residence and related site improvements
Location: 4774 Hessel Rd., Sebastopol
APN: 062-112-015
District: 2
Zoning: Agricultural Residential (AR) with an allowable density of four acres per unit
Action: Blake Hillegas moved to continue the item to July 6, 2017 at 9:05 a.m. Seconded by Laurel Putnam and passed on a 7-0-0 vote.
Appeal Deadline: N/A

Vote:

Laurel Putnam:	Aye
Leonard Gabrielson:	Aye
Becky Ver Meer:	Aye
Chet Jamgochian:	Aye
Shelley Janek:	Aye
Blake Hillegas:	Aye
Keith Hanna:	Aye

Ayes:	7
Noes:	0
Absent:	0
Abstain:	0